

# STATE OF COLORADO GRANT AGREEMENT

## COVER PAGE

<b>State Agency</b> Department of Local Affairs, for the benefit of the Division of Housing.	<b>Contract Encumbrance Number</b> H4SHV33778 <b>CMS #187547</b>
<b>Grantee</b> City and County of Denver <b>Grantee UEI</b> N/A – State Funds	<b>Agreement Performance Beginning Date</b> The later of the Effective Date or April 1, 2024 <b>Initial Agreement Expiration Date</b> March 30, 2025
<b>Agreement Maximum Amount</b> \$702,000.00	<b>Fund Expenditure End Date</b> March 30, 2025
<b>Agreement Authority</b> - Authority for this Agreement arises from CRS §24-32-721. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment and the required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.	
<b>Agreement Purpose</b> Provide Tenancy Support Services (TSS) to participants of a permanent supportive housing program per the parameters of the 2022 Tenancy Support Services Request for Applications and the Grantee's associated application.	
<b>Exhibits</b> - The following Exhibits and attachments are included with this Agreement: Exhibit A - Applicable Laws Exhibit B - Statement of Project Exhibit C - Reserved Exhibit D - Reserved Exhibit E – PII Certification Exhibit F – Reserved Exhibit G - Sample Option Letter	
<b>Order of Precedence</b> In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> <li>1. Colorado Special Provisions in §19 of the main body of this Agreement.</li> <li>2. The provisions of the other sections of the main body of this Agreement.</li> <li>3. Exhibit B, Statement of Project</li> <li>4. Exhibit D, Reserved</li> <li>5. Exhibit A, Applicable Laws</li> <li>6. Exhibit E, PII Certification</li> <li>7. Exhibit G, Sample Option Letter</li> </ol>	
<b>Principal Representatives</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           For the State:            Alison George, Director            Division of Housing            Department of Local Affairs            1313 Sherman Street, Rm 320            Denver, CO 80203            Alison.george@state.co.us         </div> <div style="width: 45%;">           For Grantee:            Dr. Jamie Rife, Chief Housing Officer &amp;            Executive Director, Dept. of Housing Stability            City and County of Denver            201 W. Colfax Avenue            Denver, CO 80202            Jamie.rife@denvergov.org         </div> </div>	

## SIGNATURE PAGE

### THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p style="text-align: center;"><b>GRANTEE</b> CITY AND COUNTY OF DENVER</p> <p>By: _____ Dr. Jamie Rife, Executive Director</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor <b>DEPARTMENT OF LOCAL AFFAIRS</b> Maria de Cambra, Executive Director</p> <p>By: _____ Maria de Cambra, Executive Director</p> <p>Date: _____</p>
	<p style="text-align: center;"><b>DIVISION OF HOUSING</b> <b>Contract Reviewer</b></p> <p>By: _____ Kristin Toombs, Office of Homeless Initiatives</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Beulah Messick, Controller Delegate</p> <p>Effective Date: _____</p>	

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### 1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO (the “State”) acting by and through the Department of Local Affairs (“DOLA”) for the benefit of the Division of Housing (“DOH”). Grantee and the State agree to the terms and conditions in this Agreement.

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date.

**B. Initial Term**

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

**C. Extension Terms - State's Option**

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one (1) year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement. The total duration of this Agreement including the exercise of any options to extend shall not exceed five (5) years from its Effective Date without approval of the Colorado Office of the State Controller.

**D. End of Term Extension**

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two (2) months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

**E. Early Termination in the Public Interest**

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by §12.A.i.

**i. Method and Content**

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

**ii. Obligations and Rights**

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a.

### iii. **Payments**

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than sixty percent (60%) completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

### **F. Grantee's Termination Under Federal Requirements**

Reserved.

## **3. DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. "Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. "Award"** Reserved.
- C. "Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. "Budget"** means the budget for the Work described in **Exhibit B, §5.2**.
- E. "Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- F. "CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- G. "CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- H. "Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.
- I. "End of Term Extension"** means the time period defined in **§2.D**.

- J.** “**Exhibits**” means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- K.** “**Extension Term**” means the time period defined in §2.C.
- L.** “**Federal Award**” Reserved.
- M.** “**Federal Awarding Agency**” Reserved.
- N.** “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- O.** “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- P.** “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- Q.** “**Initial Term**” means the time period defined in §2.B.
- R.** “**Matching Funds**” means the funds provided Grantee as a match required to receive the Grant Funds.
- S.** “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.
- T.** “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.
- U.** “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501, C.R.S., and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et seq.*, C.R.S.
- V.** “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- W.** “**Project**” means the overall project described in Exhibit B including, without limitation, the Work and the Services.
- X.** “**Subject Property**” means real property that Grant Funds are used to acquire; or to which Grant Funds are used to make on-site improvements; or on which Grant Funds are used to construct, rehabilitate, clear or demolish improvements.
- Y.** “**Recipient**” Reserved.
- Z.** “**Services**” means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- AA.** “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- BB.** “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13) (a), C.R.S.
- CC.** “**State Fiscal Year**” means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- DD.** “**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 CORA.
- EE.** “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.
- FF.** “**Subrecipient**” Reserved.
- GG.** “**Tax Information**” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- HH.** “**Uniform Guidance**” Reserved.
- II.** “**Work**” means the Goods delivered and Services performed pursuant to this Agreement.
- JJ.** “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work.

“Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### **4. STATEMENT OF WORK**

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

#### **5. PAYMENTS TO GRANTEE**

##### **A. Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Cover Page of this Agreement.

##### **B. Payment Procedures**

###### **i. Invoices and Payment**

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibit B**. Satisfactory performance of the terms of this Agreement is a condition precedent to the State’s obligation to pay Grantee.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within forty-five (45) days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

###### **ii. Interest**

Amounts not paid by the State within forty-five (45) days of the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of one percent (1%) per month, as required by §24-30-202(24) (a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day’s interest to be paid and the interest rate.

###### **iii. Payment Disputes**

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within thirty (30) days following the earlier to occur of Grantee’s receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The



calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

**iv. Available Funds-Contingency-Termination**

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State'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 State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to 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 as described in §2.E.

**v. Federal Recovery**

Reserved.

**C. Matching Funds**

Grantee shall provide Matching Funds as provided in **Exhibit B**. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in **Exhibit B** has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

**D. Reimbursement of Grantee Costs**

Only with prior written approval the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in **Exhibit B** and §5.A for all allowable costs described in this Grant and shown in the Budget in **Exhibit B**, except that Grantee may adjust the amounts between each line item of the Budget as provided for in §5.4 of **Exhibit B**, without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement

or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit B**. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-agreement costs pursuant to §5.2.2.1 of **Exhibit B** and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
- ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

**E. Close-Out**

DOLA shall not release final payment until Grantee has met its close-out obligations, which include, without limitation, completion of the Project, and compliance with all monitoring reporting requirements. Grantee shall close out this Award within forty-five (45) days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State may withhold up to 10% of allowable costs until all final documentation has been submitted and accepted by the State as complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

**6. REPORTING - NOTIFICATION**

**A. Periodic Reports**

In addition to any reports required pursuant to §§6, 7 & 16 of this Agreement, Grantee shall comply with all reporting requirements of **Exhibit B**.

**B. Litigation Reporting**

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten (10) days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page.

**C. Performance and Final Status**

Grantee shall submit all financial, performance and other reports to the State as provided in §7 of **Exhibit B** and no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing

an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

**D. Violations Reporting**

Grantee shall immediately disclose, in a timely manner, in writing to notify the State in writing as provided in §14, all violations of Federal or State criminal law as provided in §14, of any civil lawsuit, criminal charge or notice of violation, currently pending, hereinafter filed or entered in a court of law, against Grantee, a principal of Grantee, the Responsible Administrator, or Other Key Personnel identified in §§4.1 and 4.2 of Exhibit B, involving theft, fraud, bribery, or gratuity violations, embezzlement, professional negligence or malfeasance potentially affecting the Agreement. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

**7. GRANTEE RECORDS**

**A. Maintenance**

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three (3) years following the Project Close-Out Date, as defined in §2 of **Exhibit B** or three (3) years following termination of this Agreement, whichever is longer. If any litigation, claim, or audit related to this Agreement starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

**B. Inspection**

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

**C. Monitoring**

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at

any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

**D. Final Audit Report**

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

**8. CONFIDENTIAL INFORMATION-STATE RECORDS**

**A. Confidentiality**

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Agreement as an Exhibit, if applicable; **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJ; and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Agreement, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

**B. Other Entity Access and Nondisclosure Agreements**

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

**C. Use, Security, and Retention**

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to

Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

#### **D. Incident Notice and Remediation**

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

#### **E. Safeguarding PII**

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et seq.*, C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit E** on an annual basis. Grantee's duty and obligation to certify as set forth in **Exhibit E** shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

#### **F. Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

DOLA is not a covered entity under HIPAA for purposes of this Grant. If the Grantee is a covered entity under HIPAA, it shall comply with the requirements of HIPAA, and in all instances shall comply with all other federal and state laws protecting the confidentiality of patient information.

## **9. CONFLICTS OF INTEREST**

### **A. Actual Conflicts of Interest**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

### **B. Apparent Conflicts of Interest**

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

### **C. Disclosure to the State**

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

### **D. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Borrower further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Agreement.**

## **10. INSURANCE**

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

### **A. Workers' Compensation**

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

### **B. General Liability**

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i.** \$1,000,000 each occurrence;
- ii.** \$1,000,000 general aggregate;
- iii.** \$1,000,000 products and completed operations aggregate; and
- iv.** \$50,000 any one (1) fire.

**C. Automobile Liability**

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

**D. Cyber/Network Security and Privacy Liability**

This section ☒ shall | ☐ shall not apply to this Grant.

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

**E. Professional Liability Insurance**

This section ☒ shall | ☐ shall not apply to this Grant.

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

**F. Crime Insurance**

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

**G. Umbrella Liability Insurance**

For construction projects exceeding \$10,000,000, Grantee and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in **§10.A** through **§10.E** above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

**H. Property Insurance**

If Grant Funds are provided for the acquisition, construction, or rehabilitation of real property, insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called “all risk” form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Properties, and to be in an amount at least

equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

**I. Flood Insurance**

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §10.H above, or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

**J. Builder's Risk Insurance**

This section ☐ shall | ☒ shall not apply to this Grant.

Grantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- i. The insurance shall include interests of the property owner, Grantee, and Subcontractors in the Project as named insureds.
- ii. All associated deductibles shall be the responsibility of the Grantee, and Subcontractor. Such policy may have a deductible clause but not to exceed \$10,000.
- iii. Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's and Subcontractor's services and expenses required as a result of such insured loss.
- iv. Builders Risk coverage shall include partial use by Grantee and/or property owner.
- v. The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.



**K. Pollution Liability Insurance**

If Grantee and/or its Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. The Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor.

**L. Additional Insured**

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

**M. Primacy of Coverage**

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.

**N. Cancellation**

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven (7) days of Grantee's receipt of such notice.

**O. Subrogation Waiver**

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**P. Public Entities**

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

**Q. Certificates**

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Grantee's execution of the subcontract. No later

than fifteen (15) days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

## **11. BREACH OF AGREEMENT**

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

## **12. REMEDIES**

### **A. State's Remedies**

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### **i. Termination for Breach**

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

##### **a. Obligations and Rights**

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

**b. Payments**

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

**c. Damages and Withholding**

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

**ii. Remedies Not Involving Termination**

The State, in its discretion, may exercise one or more of the following additional remedies:

**a. Suspend Performance**

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

**b. Withhold Payment**

Withhold payment to Grantee until Grantee corrects its Work.

**c. Deny Payment**

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

**d. Removal**

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

**e. Intellectual Property**

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

**f. Technical Assistance**

State may elect to conduct on-site monitoring and work closely with Grantee until the Project is back on schedule. State shall provide prior written notice to Grantee if its elects to conduct on-site monitoring, which shall be conducted during normal business hours and shall not unduly disrupt Grantee's business operations.

**B. Grantee's Remedies**

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

**13. DISPUTE RESOLUTION**

**A. Initial Resolution**

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

**B. Resolution of Controversies**

If the initial resolution described in §13.A fails to resolve the dispute within ten (10) Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the Department of Local Affairs as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §24-106-109, C.R.S. and §§24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

**14. NOTICES AND REPRESENTATIVES**

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or **(C)** as an email with read receipt requested to

the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

## **15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

### **A. Work Product**

#### **i. Copyrights**

Reserved.

#### **ii. Patents**

Reserved.

#### **iii. Assignments and Assistance**

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

### **B. Exclusive Property of the State**

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

### **C. Exclusive Property of Grantee**

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved

license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

## **16. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

If the maximum amount payable to Grantee under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

## **17. RESTRICTIONS ON PUBLIC BENEFITS**

This section ☐ shall | ☒ shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS 24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A.** Produce a verification document in accordance with 62 Fed. Reg. 221 (November 17, 1997), pp. 61,363 - 61,371; and,
- B.** Execute a Residency Declaration attached as Form 1, or a substantially similar form as determined by the State.

## **18. GENERAL PROVISIONS**

### **A. Applicable Laws**

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended including, without limitation, those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by Subcontractors under subcontracts permitted by this Grant.

### **B. Assignment**

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

### **C. Subcontracts**

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this

Agreement. If the entity with whom Grantee enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

**D. Binding Effect**

Except as otherwise provided in **§17.B** and **Exhibit B**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

**E. Authority**

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

**F. Captions and References**

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

**G. Counterparts**

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**H. Entire Understanding**

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

**I. Digital Signatures**

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

**J. Jurisdiction and Venue**

[Reserved].

**K. Modification**

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

**i. By the Parties**

The State, at its discretion, shall have the option to unilaterally extend the Initial Agreement Expiration Date, change the Agreement Maximum Amount, and in the Statement of Work (**Exhibit B**), adjust the Project Budget, modify the Service Area, the Milestones, the Responsible Administrator, the Payment Schedule, and the Remittance Address through an Option Letter in a form substantially similar to **Exhibit G**, properly executed and approved in accordance with applicable State laws, regulations, and policies. Modifications other than by Option Letter shall not take effect unless agreed to in writing by both parties in an amendment to this Agreement properly executed and approved in accordance with State laws, regulations, and policies.

**ii. By Operation of Law**

This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

**iii. Items not Requiring Modification - Consents**

Where the terms of this Agreement require the Grantee to obtain the consent of the Division of Housing, the Division Director or their delegate shall be authorized to provide such consent.

**L. Statutes, Regulations, Fiscal Rules, and Other Authority**

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

**M. External Terms and Conditions**

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

**N. Severability**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

**O. Survival of Certain Agreement Terms**

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

**P. Taxes**

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from



State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

**Q. Third Party Beneficiaries**

Except for the Parties' respective successors and assigns described in §18.B of this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

**R. Waiver**

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**S. CORA Disclosure**

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

**T. Standard and Manner of Performance**

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

**U. Licenses, Permits, and Other Authorizations**

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

**V. Indemnification [Reserved].**

**W. Compliance with State and Federal Law, Regulations, and Executive Orders**

[Reserved].

**X. Accessibility**

- i. Grantee shall comply with Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103(2.5), C.R.S. Grantee shall also comply with all State of Colorado technology

standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

- ii. The State may require Borrower's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Borrower's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

## 19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

### A. **Statutory Approval. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S. then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

### B. **Fund Availability. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

### C. **Governmental Immunity.**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

### D. **Independent Contractor.**

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

**E. Compliance with Law.**

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. Choice of Law, Jurisdiction and Venue.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. Prohibited Terms.**

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee'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. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**H. Software Piracy Prohibition.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. Employee Financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

**J. Vendor Offsets and Erroneous Payments. §§24-30-202(1) and 24-30-202.4, C.R.S.**

[*not applicable to intergovernmental agreements*] subject to §24-30-202.4(3.5), C.R.S., the state controller may withhold payment under the state's vendor offset intercept system for debts owed to state agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the student loan division of the department of higher education; (iv) amounts required to be paid to the unemployment compensation fund; and (v) other unpaid debts owing to the state as a result of final agency determination or judicial action. the state may also recover, at the state's discretion, payments made to grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by grantee by deduction from subsequent payments

under this agreement, deduction from any payment due under any other contracts, grants or agreements between the state and grantee, or by any other appropriate method for collecting debts owed to the state.

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## **EXHIBIT A - APPLICABLE LAWS**

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Age Discrimination Act of 1975, 42 U.S.C. 6101, et seq.
2. Age Discrimination in Employment Act of 1967, 29 U.S.C. 621, et seq.
3. Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq.
4. Equal Pay Act of 1963, 29 U.S.C. 206(d).
5. Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359.
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, implementing regulations at 24 CFR Part 8.
7. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq.
8. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, et seq.
9. Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, et seq.
10. CRS 24-34-301, et seq. (Colorado Civil Rights).
11. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, implementing regulations at 24 CFR Part 135.
12. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq., implementing regulations at 49 CFR Part 24.
13. Davis-Bacon Act, 40 U.S.C. 3141, et seq., implementing regulations at 29 CFR Parts 1, 3, 5, 6, and 7.
14. Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701, et seq., implementing regulations at 29 CFR Part 5.
15. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), 2 CFR Part 200.
16. Colorado Local Government Audit Law, CRS 29-1-601, et seq.
17. Colorado Housing Act of 1970, CRS 24-32-701 et seq.
18. CRS 24-75-601, et seq. (Funds – Legal Investments).
19. McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.).

**EXHIBIT B**  
**STATEMENT OF WORK**  
**TENANCY SUPPORT SERVICES**

**1. GENERAL REQUIREMENTS**

- 1.1. Project Description.** Denver Metro Regional Navigation Campus TSS/SHV program. Grantee shall use the Grant Funds to provide Tenancy Support Services (“TSS”) to approximately 195 Households (as defined in §2 of this Exhibit B) that are participants or applicants of supportive housing within the City of Denver TSS program. Grantee shall conduct in-reach and outreach, housing search, counseling services, and other services as described herein as TSS that support each Household’s ability to transition to stable housing and successfully maintain tenancy. In providing TSS, Grantee will follow services standards as defined herein.
- 1.2. Preference.** Grantee shall give a preference to Households based on the preferences listed in the DOH-approved Tenant or Participant Selection Plan.
- 1.3. Service Area.** Grantee’s performance of services shall occur in: City and County of Denver
- 1.4. Grantee’s Obligations.**
- 1.4.1.** Grantee shall implement the Project, administer this Agreement, and provide required documentation to the State as specified herein.
- 1.4.2.** Grantee shall enter into written agreement(s), the content of which meet DOH’s requirements, with the following individuals or entities prior to disbursing any funds:
- 1.4.2.1.** Any Subcontractor engaged by Grantee to aid in performance of the Work.
- 1.4.2.2.** Grantee shall subgrant to or enter into another form of an agreement with other agencies to provide Voucher Administration assistance and Tenancy Support Services once DOH has reviewed and approved the identified agencies.
- 1.4.3. Assignment.** Grantee’s rights and obligations under this **Exhibit B** are personal and may not be transferred or assigned without the prior, written consent of DOH. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee’s rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- 1.4.4. Time of Performance.** Grantee shall commence performance of its obligations on the Performance Beginning Date and complete its obligations on or before the Initial Agreement Expiration Date, both of which are listed on the Cover Page of the Agreement. Time of Performance may be extended in accordance with §§**2B and 2C** of the main body of this Agreement. To initiate the extension process, Grantee shall submit a written request to DOH Key Personnel at least 60 days prior to the Initial Agreement Expiration Date, and shall include a full justification for the extension request.

**1.4.5. Tenancy Support Services.** Grantee shall provide TSS in a manner consistent with the descriptions of TSS provided herein, including the following services standards:

- 1.4.5.1.** Grantee shall have a staff-to-client ratio of no less than one case manager to every 15 households.
- 1.4.5.2.** Grantee shall identify internal funding sources and/or work with community partners to ensure a minimum \$7,200 per Household per year in services, unless otherwise approved by DOH. This minimum is based on best practices in supportive housing.
- 1.4.5.3.** Staff should have relevant education and experience to implement TSS and other supportive services for quality supportive housing.
- 1.4.5.4.** Staff should be community-based and multi-disciplinary.
- 1.4.5.5.** TSS should be implemented using current best practices, as described and defined herein. Other services and treatment models may be coordinated with or incorporated into the services programming based on the individuals served.
- 1.4.5.6.** The delivery of services should be guided by the principles of cultural competence, recovery and resiliency, with an emphasis on building individuals' strengths and resources in the community, with family, and with peer/social network.
- 1.4.5.7.** Following Housing First, services must be voluntary and driven by individual choice. Recognizing that individuals may initially or periodically refuse assistance or services, the applicant must demonstrate that staff will assertively and creatively engage participants including outreaching participants multiple times and in multiple settings to maximize participation in services. When implemented to fidelity, connection to services, resources, healthcare, and other programs should increase for participants.
- 1.4.5.8.** TSS should be provided in a manner that supports residents while reducing the potential spread of COVID-19. In Colorado and across the U.S., COVID-19 is hitting low- and extremely low-income individuals and families who were already severely cost-burdened especially hard, increasing their risk of experiencing an episode of sheltered or unsheltered homelessness. It is also estimated that persons experiencing homelessness infected with COVID-19 are twice as likely to be hospitalized, two to four times as likely to require critical care, and two to three times as likely to die from the illness as the general population. TSS is an effective means of resolving homelessness, increasing housing stability, and reducing emergency system utilization for the target population. These strategies help reduce the associated risk related to COVID-19.

**1.4.6. Collaboration.** Grantee shall work collaboratively with community-based partners and referral sources as necessary to ensure that all Households served

acquire and maintain housing as efficiently as possible. Grantee may attend and participate in case conferencing meetings to identify eligible Households for the Project and assist in process improvements as necessary. Grantee shall work in conjunction with the project voucher administrator and property management as necessary to ensure the intentions and outcomes of this Agreement.

**1.4.7. Homeless Management Information System:** Grantee shall utilize the local Continuum of Care (CoC) Homeless Management Information System (HMIS) or an approved comparable database per §2.5 for intake, program enrollment, move-in (if applicable), service provision (if applicable), annual assessments, and exit data collection. If Grantee does not have access to CoC HMIS, Grantee shall seek approval from DOH to partner with an agency that has access. Grantee agrees to fully comply with all HMIS rules and regulations including, without limitation, the following:

- 1.4.7.1.** Grantee shall perform data entry within five (5) days of intake, program enrollment, move-in (if applicable), service provision (if applicable), and discontinuance of participation by a Household.
- 1.4.7.2.** Grantee shall run regular data quality checks to ensure data is accurate.
- 1.4.7.3.** Grantee shall sign all required CoC HMIS agreements and adhere to all CoC HMIS policies and procedures. (These agreements are available from the CoC HMIS administrator for each CoC.)
- 1.4.7.4.** Grantee shall submit and update data in the HMIS Database as requested/necessary to complete TSS performance reports (per §7.3 of this Exhibit B), as well as any other reports required by the CoC.
- 1.4.7.5.** Grantee shall provide other information as requested by DOH for reporting and program evaluation purposes including, without limitation, the number of Households, the status of each Household, the location of units, the progress of the Households, and any other information deemed relevant by DOH.
- 1.4.7.6.** Grantee shall ensure there is a current HMIS Client Consent Form on file for each Household.

## **2. DEFINITIONS**

The following terms pertain to the Statement of Work, and shall be construed and interpreted as follows:

- 2.1 Administrative Plan.** “Administrative Plan” means DOH’s Housing Choice Voucher (HCV) and Rental Assistance Programs (RAP) Administrative Plan, which is available on the DOH website.
- 2.2 Area Median Income.** The Department of Housing and Urban Development (HUD) sets income limits that determine eligibility for assisted housing programs including the Public Housing, Section 8 project-based, Section 8 Housing Choice Voucher, Section 202 housing for the elderly, and Section 811 housing for persons with disabilities programs. HUD develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan



areas, and each non-metropolitan county. DOH sets voucher payment standards annually using HUD income limits.

- 2.3 Behavioral Health.** “Behavioral Health” is the scientific study of the emotions, behaviors and biology relating to a person’s mental well-being, their ability to function in everyday life and their concept of self. Behavioral health conditions include: substance use disorders; alcohol and drug addiction; and serious psychological distress, including suicide ideation and mental disorders.
- 2.4 Beneficiaries.** “Beneficiaries” shall mean the persons and/or households who are the end users that benefit from the Project.
- 2.5 Comparable Database.** “Comparable Database” is a database that meets all Homeless Management Information System (HMIS) Data Standards and does so in a method that protects the safety and privacy of the survivor. Comparable databases are used by “Victim Service Providers” (i.e., non-profit organizations whose primary mission is to provide services to survivors of domestic violence, dating violence, sexual assault, or stalking).
- 2.6 Chronically Homeless.** “Chronically Homeless” means an individual with a disability who lives either in a place not meant for human habitation, a safe haven, or in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90 days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility. In order to meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last 3 years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least 7 nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven. This definition is per the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH): Defining “Chronically Homeless” Final Rule for 24 CFR Parts 91 and 578, published December 4, 2015, and defers to any updates to the Final Rule.
- 2.7 Continuum of Care.** “Continuum of Care” means a regional or local planning body that coordinates a strategic system of housing and services for homeless families and individuals within a defined geographic area.
- 2.8 Coordinated Entry.** “Coordinated Entry” means a regional, client-centered process that enables communities to assess and identify the housing and support needs of individuals experiencing homelessness. Coordinated Entry Systems also match the right level of service and housing intervention as quickly and efficiently as possible, while being respectful of client choice and local providers.
- 2.9 DOH.** “DOH” means the Colorado Department of Local Affairs, Division of Housing.
- 2.10 Extremely Low Income.** “Extremely Low Income” means a household whose income is at or below 30% of Area Median Income as determined by HUD.
- 2.11 Harm Reduction.** “Harm Reduction” means a set of practical approaches aimed to reduce the harm associated with substance use rather than on the prevention of substance use itself. Harm reduction approaches recognize that individuals can be at different stages

of recovery and that effective interventions should be individually tailored to each individual's stage. Such strategies have been effective in reducing morbidity and mortality for such individuals by incorporating strategies from safer use, to managed use, to abstinence. Individuals are allowed to make choices about use and treatment, and regardless of the choices, are not treated adversely, housing status is not threatened, and help continues to be available.

- 2.12 Homeless Management Information System (HMIS).** “Homeless Management Information System” is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards.
- 2.13 Housing First.** “Housing First” means a homeless assistance approach that prioritizes providing non-time limited housing to people experiencing homelessness, thus ending their homelessness. It serves as a platform from which individuals can pursue personal goals and improve quality of life. This approach is guided by the belief that people need basic necessities, such as food and housing before attending to other goals of self-sufficiency, such as employment, budgeting, substance use treatment.
- 2.14 Housing Quality Standards (HQS).** “HQS” are the minimum quality standards for rental assistance programs to ensure the housing unit is safe, decent, and sanitary. HQS are required both at initial occupancy and during the duration of housing assistance.
- 2.15 Household.** “Household” means an extremely low-income individual or head of household over the age of 18 who requires long-term supportive services in order to maintain stable housing; is experiencing homelessness or would be upon discharge/release; and has a disabling condition, disabilities, or special needs, such as those with a behavioral health condition, as verified by a knowledgeable professional. Further eligibility criteria for households in this program are dictated in the DOH-approved Tenant or Participant Selection Plan.
- 2.16 HUD.** “HUD” is the United States Department of Housing and Urban Development.
- 2.17 Indirect Costs.** “Indirect Costs” means those costs that have been incurred for shared or joint objectives and cannot be readily identified with any particular activity. After direct costs have been determined and assigned directly to the grant award, or other work as appropriate, indirect costs are those that remain to be allocated. Examples include: office rent, utility, insurance, maintenance, and other expenditures related to shared space; administrative and executive team functions that support multiple program areas; and purchases, transportation, and staff expenses that benefit multiple program areas. Further guidance on indirect costs is provided in 2 CFR Part 200, Subpart E.
- 2.18 Lack Housing or Homeless.** “Lacking Housing” or “Homeless” refers to a household that is living unsheltered, in a place not meant for human habitation or in a homeless shelter, or is at risk of losing their housing within 14 days. Homelessness is defined as living in a place not meant for human habitation, in emergency shelter, in temporary housing (e.g. - safe haven, transitional housing, bridge housing, or rapid rehousing), or exiting an institution where the person temporarily resided.

- 2.19 Other Funds.** “Other Funds” means funding provided or to be provided by other federal, state, local, or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.
- 2.20 Pre-Agreement Costs.** Reserved.
- 2.21 Project Close-Out Date.** “Project Close-Out Date” shall mean the date DOLA determines the Project is complete as identified in writing to the Grantee.
- 2.22 Public Housing Authority.** “Public Housing Authority,” also called “Public Housing Agency” or “PHA,” means an entity established under the U.S. Housing Act of 1937 tasked with providing decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. The Department of Local Affairs, Division of Housing is one of more than 3,300 PHAs across the United States responsible for administering and maintaining Public Housing programs in partnership with the U.S. Department of Housing and Urban Development, including the Housing Choice Voucher program and State Housing Voucher program.
- 2.23 Rental Assistance.** “Rental Assistance” means Housing Assistance Payments (HAP) paid on behalf of households by a Public Housing Authority (PHA) directly to property owners/landlords. Rental Assistance is non-time limited and units must meet HQS standards before rental assistance payments can be made. Rental Assistance must follow the PHA’s Voucher Administrative Plan policies, procedures and regulations.
- 2.24 SAMHSA.** “SAMHSA” means the United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration.
- 2.25 Serious Mental Illness (“SMI”).** “Serious Mental Illness (“SMI”)” is when individuals over the age of 18 experience a mental, behavioral, or emotional disorder resulting in serious functional impairment, which substantially interferes with or limits one or more major life activities, such as basic daily living (for example, eating or dressing); instrumental living (for example, taking prescribed medications or getting around the community); or participating in a family, school, or workplace.
- 2.26 State Housing Voucher (SHV).** “State Housing Voucher” means a tenant-based voucher provided through DOH state-funded sources. SHVs provide rental and security deposit assistance to assist eligible households in leasing safe, decent, and affordable rental housing.
- 2.27 Substantial Completion.** “Substantial Completion” means that Grantee has achieved the milestones and targets identified in §3.2 of this Exhibit B and served the Households identified in §1.1 of this Exhibit B.
- 2.28 Supportive Housing.** “Supportive Housing,” also known as Permanent Supportive Housing (PSH), means decent, safe, affordable, community-based housing that provides tenants with the rights of tenancy, Tenancy Support Services, and links to other intensive supportive services using best practices, particularly the Housing First model, as well as Harm Reduction and Trauma-informed approaches. Supportive Housing is designed to allow tenants to live as independently as possible.
- 2.29 Tenancy Support Services (TSS).** “Tenancy Support Services” or “TSS” means housing-related activities and services that support an individual or household’s ability

to prepare for and transition to housing, and support the individual or household in being a successful tenant in the housing arrangement and thus able to sustain tenancy. TSS are deployed using the Supportive Housing model and include: in-reach and outreach, housing search and counseling service (including lease-up assistance), engagement, and ongoing tenancy support services. Utilization of TSS by a household is voluntary and driven by individual choice.

**2.30 Trauma-Informed Care.** “Trauma-Informed Care” is an approach to the delivery of behavioral health services that includes an understanding of trauma and an awareness of the impact it can have across settings, services, and populations. It involves viewing trauma through a cultural lens and recognizes that context plays a significant role in how individuals perceive and process traumatic events. A trauma-informed approach realizes the widespread impact of trauma; understands potential paths for healing; integrates knowledge of trauma into policies and practices; and seeks to actively prevent re-traumatization.

**2.31 Voucher Administrator.** “Voucher Administrator” means the Agency contracted to administer Rental Assistance Vouchers in accordance with an Administrative Plan.

### **3. DELIVERABLES**

**3.1 Outcome.** Full implementation of the Project and achievement of all Performance Measures.

**3.1 Performance Measures.** Grantee shall comply with the following Benchmarks and Measures.

**3.1.1 Benchmark A: Secure successful permanent housing as quickly as possible for participants.**

**3.1.1.1 Measure 1:** Enroll and serve at minimum the number of households anticipated to serve as stated in grant agreement within the grant period.

**3.1.1.2 Measure 2:** An average of 60 days from project start date to move-in date.

**3.1.2 Benchmark B: Reduce recidivism to homelessness, incarceration, or hospitalization.**

**3.1.2.1 Measure 1:** At least 85 percent of adult participants who enter housing maintain stable, permanent housing.

**3.1.2.2 Measure 2:** Connect adult participants with primary care, specialty care, and/or behavioral health services within one year of program enrollment and each year after.

### **3.1.3 Benchmark C: Increase stability of project participants.**

- 3.1.3.1** Measure 1: At least 80 percent of adult participants increase, secure, and/or maintain non-cash benefits after one year (and each year after) or upon program exit.
- 3.1.3.2** Measure 2: At least 80 percent of adult participants increase, secure, and/or maintain income (unearned and earned) after one year (and each year after) or upon program exit.
- 3.1.3.3** Measure 3: At least 80 percent of adult participants secure and/or maintain health insurance (including Medicaid) after one year (and each year after) or upon program exit.
- 3.1.3.4** Measure 4: Engage adult participants in employment, educational, and/or volunteer opportunities (digital or in-person) provided through the program or available through the broader community within one year of program enrollment and each year after.
- 3.1.3.5** Measure 5: Engage adult participants in one or more community-building events or social activities (digital or in-person) provided through the program or available through the broader community within one year of program enrollment and each year after.

## **4. KEY PERSONNEL**

- 4.1 Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of the individual identified below, an employee or agent of Grantee, who is hereby designated as a key person and the Responsible Administrator of this project:

Midori Higa, Director of Homelessness  
Resolution Programs  
City & County of Denver  
201 W. Colfax Avenue  
Denver, CO 80202  
midori.higa@denvergov.org

- 4.2 Other Grantee Key Personnel.** Renee Gallegos, Deputy Director of Housing Opportunity, renee.gallegos@denvergov.org
- 4.3 DOH Key Personnel.** Stephanie Marshall, Campus Programs Specialist, stephanie.marshall@state.co.us
- 4.4 Replacement Personnel.** If any Grantee Key Personnel cease to serve, Grantee shall immediately notify DOH of such event in writing. Replacement of Grantee Key Personnel shall be subject to DOH approval. Requests to replace Grantee Key Personnel shall be made in writing and shall include, without limitation, the name of the person, their qualifications, and the effective date of the proposed change. Notices sent pursuant to this subsection shall be sent in accordance with §14 of the main body of the Agreement, with a copy to DOH Key Personnel. Anytime Grantee Key Personnel cease to serve, the State, at its sole discretion, may direct Grantee to suspend work on the Project until such time as the Grantee proposes a replacement and such replacement is approved by DOH.

## 5. FUNDING

The Agreement Maximum Amount to be provided by the State is set forth on the Cover Page of the Grant Agreement and is shown for convenience in §5.2.1 as “Grant Funds (DOLA)”.

**5.1 Other Funds.** Grantee shall provide all funds necessary to complete the Project. All Sources, other than the DOLA Grant Funds and Matching Funds (if any), are good faith estimates.

### 5.2 Project Budget.

#### 5.2.1 Sources.

Source	Amount
Grant Funds (DOLA)	\$702,000
Matching Funds	\$702,000
<b>Total</b>	<b>\$1,404,000</b>

**5.2.2 Grant Funds (DOLA).** Costs eligible for payment with DOLA Grant Funds are limited to the items and amounts listed in the table below (subject to any line item adjustments made pursuant to §5.4.1). A detailed description of uses is provided in §5.2.3.

Use	Amount
Tenancy Support Services Delivery	\$680,940
Tenancy Support Services Administrative Costs	\$21,060
<b>Total</b>	<b>\$702,000</b>

#### 5.2.2.1 Pre-Agreement Costs. Reserved.

**5.2.3 Descriptions of Uses.** Following are descriptions of the Uses listed in §5.2.2.1.

**5.2.3.1 Tenancy Support Services Delivery.** “Tenancy Support Services Delivery” shall include the following:

**5.2.3.1.1 In-reach & Outreach:** Connecting with the target population while experiencing homelessness, to ensure eligible households are referred through Coordinated Entry or another DOH approved coordinated referral process.

**5.2.3.1.2 Housing Search and Counseling Services, including Lease-up Assistance:** Assisting in locating and/or securing suitable housing and be a liaison between the landlord and/or property management and the household. Assisting in the collection and preparation of required documentation for eligibility and/or housing and rental subsidy applications, such as homeless status, disability, family status, reasonable accommodation, and income verification. Working with DOH Voucher Administrator and property management to complete necessary initial and on-going housing paperwork, including lease negotiations, signing, and other lease-up and recertification documents.

**5.2.3.1.3 Engagement:** Work to engage households after housing placement to encourage, but not require participation in: Tenancy Support Services; other supportive services such as behavioral health care; development of an individualized housing stability plan; and other

residential activities such as community building events. Make on-going efforts to encourage all households to connect to services and will develop a housing stability plan used to guide the Household's goals towards improved well-being, self-sufficiency, and housing stability.

**5.2.3.1.4 Long-term Support Services:** Make regular and frequent contact with each household to ensure needs are met and daily living skills are sufficient to remain safely housed. Act as liaison between landlords/property management, voucher administering agency, and households to assist with conflict resolution in an effort to maintain housing. Respond to landlord/property management as swiftly as possible. The level of need for, the types of, and the frequency of services will be determined by the household with support by the program staff and will be outlined in the plan. Supports may include, but are not limited to: Acquiring necessary furnishings and household goods, Moving assistance, Tenancy rights and responsibilities education, Eviction prevention supports, Coordination of access to healthcare related services including: primary care, substance use treatment, mental health care, vision and dental care, and emergency, crisis, and inpatient services, Transportation assistance related to housing stability, Entitlements assistance, Independent living skills coaching, De-escalation support, Linkages to education, job skills training, and employment support, Support groups, Re-engagement and relocation support.

**5.2.3.1.5 Personnel Costs.** Personnel Costs directly related to the delivery of TSS include salary and fringe benefits.

**5.2.3.1.6 Indirect Costs.** Pursuant to 2 CFR § 200.414, Grant Funds may be used to pay for indirect costs in accordance with 2 CFR Part 200, Subpart E. Prior to requesting reimbursement for indirect costs, Grantee must discuss the indirect cost rate with DOH Key Personnel and submit corresponding documentation to DOH Key Personnel as requested.

**5.2.3.2 Tenancy Support Services Administrative Costs.** "Tenancy Support Services Administrative Costs" shall include costs directly related to the administration of the Tenancy Support Services Delivery, such as the planning and execution of grant activities, including general management, oversight, coordination, evaluation, and reporting on grant activities.

**5.3 Matching Funds.** Grantee shall provide the funds identified as "Matching Funds" in §5.2.1, above, unless otherwise approved in writing by DOH. The funds identified as "Matching Funds" were determined per best practices listed in §1.4.5.2 of this Exhibit B. Matching Funds may only be used for the eligible costs described in §5.2.3 of this Exhibit B.

#### **5.4 Project Budget Line Item Adjustment.**

**5.4.1** If the table in §5.2.2.1 contains more than one budget line item, Grantee shall have authority to adjust individual budget line item amounts, without approval of the State, up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not include administrative line items (such as project

delivery or administrative costs). Grantee shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

- 5.4.2** Changes to individual budget lines amounts in §5.2.2.1 in excess of 10% shall require written approval of the DOLA Controller. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §20.I of the main Agreement.

## **6. PAYMENTS TO GRANTEE**

Payments to Grantee shall be made in accordance with the provisions of §5 of the main body of the Agreement, and §6 of this **Exhibit B**.

- 6.1 Payment Contingency:** Prior to payment, Grantee shall provide information on partners for voucher administration and tenant support services, as well as services plans and budgets.

- 6.2 Payment Schedule.** Grantee shall submit all payment requests in a timely manner. Unless otherwise agreed to by DOH, Grantee shall submit payment requests once per month, on or before the 20<sup>th</sup> of each month. DOH may request the Grantee to submit payment requests for the months of May and June earlier than the 20<sup>th</sup> (to the extent possible) in order to complete closeout of the state fiscal year in a timely manner. Eligible expenses incurred by Grantee during any calendar month shall be included in the following month's pay request. Grantee shall submit pay requests to the DOH Key Personnel listed in §4.3. DOH shall review the pay request and, if approved, shall submit the pay request to DOLA accounting for its review, approval and payment. Payments may be withheld, at DOH's reasonable discretion, pending submission by Grantee and approval by DOH of any reports or completion by Grantee of any administrative requirements set forth in the main Grant Agreement or this Exhibit B.

<b>Payment</b>	<b>Amount</b>	
All payments	100% of Payment Request	Paid upon DOLA's receipt of actual expense documentation and written requests from the Grantee for reimbursement of eligible approved Project costs.
<b>Total</b>	<b>\$702,000.00</b>	

Any excess Grant Funds shall be returned to DOLA via deobligation letter from Grantee within 60 days of end of project.

- 6.3 Pay Request Process.** Payment requests shall be submitted to DOH Key Personnel via the cloud-based program administration platform Neighborly Software. Each request shall include all required/appropriate information and documentation necessary, per guidance provided by DOH, in order for DOH to verify eligibility of expenses.
- 6.4 Remittance Address.** If mailed, payments shall be remitted to the following address unless changed in accordance with §14 of the main body of the Agreement:



City and County of Denver  
201 W. Colfax Avenue  
Denver, CO 80202

- 6.5 Interest.** If advance payments are authorized, Grantee or Subgrantee may keep interest earned from Grant Funds up to \$500 per year for administrative expenses. All interest earned in excess of \$500 shall be remitted to DOLA.

## **7. ADMINISTRATIVE REQUIREMENTS – STATE**

Grantee shall administer Grant Funds in accordance with the requirements of this Agreement, Division of Housing (DOH) Guidelines, and this **Exhibit B**.

- 7.1 Accounting.** Grantee shall maintain segregated accounts of Grant Funds and Other Funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget in **§5.2** of this Exhibit B above.
- 7.2 Audit Report.** If an audit is performed on Grantee’s records for any fiscal year covering a portion of the term of this Agreement or any other grants/contracts with DOLA, Grantee shall submit a copy of the final audit report, including a report in accordance with the Single Audit Act and 2 CFR 200.500 et seq., to:

Department of Local Affairs  
Accounting & Financial Services  
1313 Sherman Street, Room 323  
Denver, CO 80203  
Or email to: [dola.audit@state.co.us](mailto:dola.audit@state.co.us) and  
[stephanie.marshall@state.co.us](mailto:stephanie.marshall@state.co.us)

- 7.3 Reporting.** In addition to any reporting required pursuant to the terms of the main Agreement, Grantee shall submit to DOLA the reports listed below in a format acceptable to the State. If such reports are not submitted in a timely manner, the State may withhold payments to Grantee pursuant to **§6.1** of this Exhibit B.
- 7.3.1 Quarterly Performance Reports.** Within 20 calendar days after the end of each quarter, Grantee shall submit a quarterly performance report. The quarterly performance report shall be completed using the reporting template which DOH shall provide and shall include reporting on the expected deliverables as described in **§3** and **§1.4.7** (HMIS) of this Exhibit B. DOH may make changes to the reporting template at any time during the grant period; if such changes are made, DOH shall communicate these changes to Grantee in a timely manner.
- 7.3.2 Annual Report.** Within 30 calendar days after the first twelve months of the grant period and annually thereafter, Grantee shall submit an annual report. In the event that the grant term is shorter or longer than twelve months, Grantee shall use the reporting deadlines provided by the DOH Key Personnel. The annual report shall be completed using the reporting template which DOH shall provide and shall include reporting on the expected deliverables as described in **§3** and **§1.4.7** (HMIS) of this Exhibit B. DOH may make changes to the reporting template at any time during the grant period; if such

changes are made, DOH shall communicate these changes to Grantee in a timely manner.

**7.4 Monitoring.** The State shall monitor this Agreement in accordance with its Risk-Based Monitoring Policy and §§7B and C of the main body of the Agreement. Final evaluation of the Project will be accomplished when DOLA approves the Project Completion Report.

**7.4.1** DOH at its discretion may monitor files, policies, or other program documentation either on site or through a request of documents.

**7.4.2** Reserved.

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## **EXHIBIT C -[RESERVED]**

## **EXHIBIT D –[RESERVED]**

**EXHIBIT E -  
PII CERTIFICATION**

**STATE OF COLORADO  
THIRD PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO PII THROUGH A  
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT E-PII CERTIFICATION

### STATE OF COLORADO THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order. I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT F -  
[RESERVED]**

## EXHIBIT G - SAMPLE OPTION LETTER

<b>State Agency</b> Department of Local Affairs, for the benefit of the Division of Housing	<b>Grantee</b> [Grantee's full legal name.]
<b>Encumbrance Number</b> HxHSP00000	<b>Option Letter Number</b> (1, 2, 3, etc.)
<b>(Current) Agreement Maximum Amount</b> \$000,000.00	<b>(New) Agreement Maximum Amount</b> \$000,000.00
<b>(Current) Initial Agreement Expiration Date</b> Month, Day, Year	<b>(New) Initial Agreement Expiration Date</b> [Month, Day, Year]
<b>Existing CMS Number(s)</b> 000000, 000000, 000000	<b>(New) CMS Number</b> (This Option Letter) 000000
<b>Effective Date</b> The date this Option Letter is signed by the State Controller.	

**OPTIONS:** *(Select all that are applicable.)* In accordance with **§18K** of the Original Agreement referenced above, as amended, the State hereby exercises its option to modify the following:

- ☐ A. Initial Agreement Expiration Date.
- ☐ B. Agreement Maximum Amount.
- ☐ C. Project Budget.
- ☐ D. Payment Schedule.
- ☐ E. Milestones.
- ☐ F. Service Area.
- ☐ G. Responsible Administrator.
- ☐ H. Remittance Address.

### REQUIRED PROVISIONS:

- 1. For use with Option 1(A):** The Initial Agreement Expiration Date, shown on the Cover Page of the Agreement, as amended, is hereby deleted and replaced with the (New) Initial Agreement Expiration Date shown in the table above.
- 2. For use with Options 1(B):** The Agreement Maximum Amount shown on the Cover Page of the Agreement referenced above, as amended, is hereby deleted and replaced with the (New) Agreement Maximum Amount shown in the table above.
- 3. For use with Option 1(C):** The Project Budget in **§5.2** of the Statement of Work (**Exhibit B**), as amended, is deleted and replaced with the following:



## 5.2 Project Budget

### 5.2.1 Sources.

Source	Amount
[Source]	\$x.xx
<b>Total</b>	<b>\$x.xx</b>

### 5.2.2 Uses.

Use	Amount
[Use]	\$x.xx
<b>Total</b>	<b>\$x.xx</b>

**5.2.2.1 Grant Funds (DOLA).** Costs eligible for payment with DOLA Grant Funds are limited the items and amounts listed in the table below (subject to any line item adjustments made pursuant to §5.4.1). A detailed description of uses is provided in §5.2.3.

Eligible Use	Amount
[Eligible Use]	\$x.xx
<b>Total</b>	<b>\$x.xx</b>

**5.2.2.2 Pre-Agreement Costs.** [Reserved].

4. **For use with Option 1(D):** The **Payment Schedule table** in §6.1 of the Statement of Work (**Exhibit B**), as amended, is deleted and replaced with the following:

### 6.1 Payment Schedule

Payment	Amount	
Interim Payment(s)	\$x.xx	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$x.xx	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
<b>Total</b>	<b>\$x.xx</b>	

5. **For use with Option 1(E):** The Performance Measures in §3.2 of **Exhibit B**, as amended, is deleted and replaced with the following:

**3.2. Performance Milestones.** Grantee shall achieve each of the following Milestones by the Date shown.

Milestone	Date
[Milestone]	[Date]
[Milestone]	[Date]
[Milestone]	[Date]

6. **For use with Option 1(F):** The Service Area in §1.3 of **Exhibit B**, as amended, is deleted and replaced with the following:

**1.2. Service Area.** Grantee's performance of services shall occur in: [Area], State of Colorado.

**7. For use with Option 1(G):** The Responsible Administrator in §4.1 of **Exhibit B**, as amended, is deleted and replaced with the following:

**4.1. Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of the individual identified below, an employee or agent of Grantee, who is hereby designated as a key person and the Responsible Administrator of this project:

Name, Title Agency Name Street Address City, CO. Zip email
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**8. For use with Option 1(H):** the Remittance Address in §6.3 of **Exhibit B**, as amended, is deleted and replaced with the following:

**6.3 Remittance Address.** If mailed, payments shall be remitted to the following address unless changed in accordance with §14 of the Agreement:

[Grantee Name] [Street Address] [City, State Zip Code]
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In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

<p><b>STATE OF COLORADO</b> Jared S. Polis, Governor <b>Department of Local Affairs</b></p> <p>By: _____ Maria De Cambra, Executive Director</p> <p>Date: _____</p>	<p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Beulah Messick, Controller Delegate</p> <p>Option Effective Date: _____</p>
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