

<b>Grant Agreement</b> Housing Opportunities for Persons With AIDS (HOPWA) Program Assistance Listing Number 14.241	<b>U.S. Department of Housing and Urban Development</b> Office of Community Planning and Development
1. Grantee Name (and Administering Agency or Department, if applicable), and Address: CITY AND COUNTY OF DENVER <b>201 W. Colfax Ave.</b> Denver, CO 80202	2. Grant Number/Federal Award Identification Number (FAIN): COH24F001 3. Tax Identification Number: 846000580 4. Unique Entity Identifier: WP3QXJ87RYH3
5. Fiscal Year: 2024	6. Grant Amount: \$4,053,292
7. Period of Performance/Budget Period Start Date (date listed in box 16) (mm/dd/yyyy) <b>12/9/2024</b>	8. Period of Performance/Budget Period End Date (36 months after the date in box 16) (mm/dd/yyyy) <b>12/08/2027</b> /
9. Special Conditions (check applicable box) <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached	10. Date HUD Received Grantee's Consolidated Plan Submission (mm/dd/yyyy) / / <b>08/09/2024</b>

**Grant Terms and Conditions:**

- I. This Grant Agreement is made and entered into by and between the U.S. Department of Housing and Urban Development (“HUD”) and the Grantee identified in Box 1 of this Grant Agreement, pursuant to the AIDS Housing Opportunity Act, as amended (42 U.S.C. §§ 12901-12912) and the applicable appropriations act for the Fiscal Year specified above in Box 5.
- II. The Grantee’s submissions for assistance under the Housing Opportunities for Persons With AIDS Program (“HOPWA”), the HOPWA regulations at 24 CFR part 574 as now in effect and as may be amended from time to time (“HOPWA regulations”), and this Grant Agreement, including any special conditions, constitute part of the Grant Agreement.
- III. The Grantee must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 574, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments.
- IV. Subject to the provisions of this Grant Agreement, HUD will make the formula funds for the Fiscal Year as specified above (“Grant Funds”) available to the Grantee upon execution of this Grant Agreement by the Grantee and HUD. The funds may be used for costs incurred before the Period of Performance/Budget Period under the conditions specified in HUD Notice CPD-24-01 or another prior written approval by HUD; or if the Grantee is not covered by Notice CPD-24-01, under the condition that the costs are otherwise allowable and were incurred on or after the date listed in box 10, the Grantee’s program year start date, or 90 calendar days before the date in Box 7 (whichever is latest).
- V. The Grantee and each Project Sponsor that receives Grant Funds must (1) comply with the HOPWA regulations, other applicable HUD regulations, and such other terms and conditions as HUD may establish for purposes of carrying out HOPWA activities in an effective and efficient manner; (2)

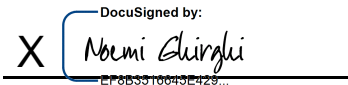

conduct an ongoing assessment of the housing assistance and supportive services required by the participants in HOPWA activities; (3) assure the adequate provision of supportive services to the participants in HOPWA activities; (4) cooperate and coordinate in providing assistance under HOPWA with the relevant state- and local-government agencies responsible for services for eligible persons in the area served by the Grantee and with other public and private organizations and agencies providing services for eligible persons; (5) prohibit any fee, except rent, from being charged of any eligible person for any housing or services provided with Grant Funds; (6) ensure the confidentiality of the name of any individual assisted through HOPWA activities and any other information regarding individuals receiving assistance with Grant Funds; and (7) maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of Grant Funds.

- VI. The Grantee must complete Addendum 1 to this Grant Agreement (“Grantee Indirect Cost Rate(s)”) and return it to HUD with this Grant Agreement. The addendum HUD receives from the Grantee will be incorporated into and made part of this Grant Agreement, provided that the rate information is consistent with the applicable requirements under 2 CFR part 200. The Grantee must immediately notify HUD upon any change in the Grantee’s indirect cost rate, so that HUD can amend the Grant Agreement to reflect the change if necessary.
- VII. The Grantee may only provide Grant Funds to Project Sponsors pursuant to legally binding agreements that contain the provisions required by 2 CFR 200.332(a) and state each commitment to which the Project Sponsor must agree under 24 CFR 574.500(b)(1) through 574.500(b)(4).
- VIII. Not less than once every 90 calendar days, starting from the Period of Performance start date, the grantee must draw down Grant funds for allowable costs and in accordance with 2 CFR 200.305 and 200.403 and reconcile its accounting records with the financial data reported to HUD through the Integrated Disbursement and Information System (“IDIS”) in accordance with 2 CFR 200.302 and 200.303.
- IX. To the extent authorized by applicable law, HUD may, by its execution of an amendment, deobligate funds under this Grant Agreement without the Grantee’s execution of the amendment or other consent.
- X. The Grantee must comply with HUD instructions regarding use of and reporting in IDIS or its successor.
- XI. If the Grantee uses homelessness or chronic homelessness as primary client eligibility criteria, the Grantee is encouraged to use a Homeless Management Information System (“HMIS”) to track services for homeless clientele, provided that medical information and HIV status are not shared with providers that do not have direct involvement in the eligible person’s case management, treatment, and care in line with their signed release of information.
- XII. The Grantee must comply with the Award Term in Appendix A to 2 CFR part 25, “System for Award Management and Universal Identifier Requirements,” and the Award Term in Appendix A to 2 CFR part 170, “Reporting Subaward and Executive Compensation Information.” If the amount in box 6 above exceeds \$500,000, the Grantee must also comply with the award term and condition for reporting of matters related to recipient integrity and performance at Appendix XII to 2 CFR Part 200.
- XIII. The Grantee must submit a Consolidated Annual Performance and Evaluation Report (CAPER) in accordance with 24 CFR 91.520 and 24 CFR 574.520(a) and provide the HOPWA information using form HUD-4155.

- XIV. Program income may be treated as an addition to the Grant Funds, provided that the Grantee uses that income for allowable costs under this Grant Agreement.
- XV. If Grantee is a State or Unit of General Local Government and is the responsible entity pursuant to 24 CFR part 58, the Grantee agrees to assume the responsibility for environmental review, decision-making, and action that would otherwise apply to HUD in accordance with 24 CFR 58.4 and 24 CFR 574.510. If Grantee is a State and distributes funds to a responsible entity, the Grantee agrees to provide for appropriate procedures by which the responsible entity will evidence its assumption of environmental responsibilities.
- XVI. The Grantee and each Project Sponsor that receives Grant Funds are encouraged to obtain certificates of completion of the Getting to Work, HOPWA Oversight, and CPD Financial Management training curriculums by at least one of its employees every three years.
- XVII. The Grantee must update client eligibility records no less than annually.
- XVIII. This Grant is not for research and development (R&D), as defined at 2 CFR 200.1.
- XIX. A default shall occur when the Grantee fails to comply with the provisions of this Grant Agreement. In the event of a default, HUD may take one or more of the actions provided in 2 CFR 200.339 after providing the Grantee with an opportunity for informal consultation in accordance with 24 CFR 574.500(c). Nothing in this Grant Agreement shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default.
- XX. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- XXI. **Waste, Fraud, Abuse, and Whistleblower Protections.** Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. The Grantee must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:
1. Gross mismanagement of a Federal contract or grant;
  2. Waste of Federal funds;
  3. Abuse of authority relating to a Federal contract or grant;
  4. Substantial and specific danger to public health and safety; or

5. Violations of law, rule, or regulation related to a Federal contract or grant.

XXII. This grant will be closed out as provided by 2 CFR 200.344 and Notice CPD-23-04, unless otherwise provided by a subsequent regulation or HUD notice.

<p><b>11. First Signatory:</b> For HUD (Name and Title of Authorized Official) Noemi Ghirghi, CPD Director (Acting)</p>	<p><b>12. Signature</b></p> <p>X  <small>DocuSigned by: Noemi Ghirghi EP6B3310649E429...</small></p>	<p><b>13. Date (mm/dd/yyyy) ("Federal Award Date")</b></p> <p><b>12/8/2024</b></p>
<p><b>14. Second Signatory:</b> For the Grantee (Name and Title of Authorized Official)  Jamie Rife  Executive Director</p>	<p><b>15. Signature</b></p> <p>X  <small>Signed by: Jamie Rife 7860AF483F0E4CB...</small></p>	<p><b>16. Date (mm/dd/yyyy) (use this date in Box 7 for Period of Performance/Budget Period Start Date)</b></p> <p><b>12/9/2024</b></p>

**Addendum 1 to Grant Agreement COH24F001**

**Grantee Indirect Cost Rate(s)**

As the duly authorized representative of the Grantee, I certify that the Grantee:

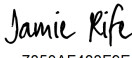
- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, if required, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
Department of Housing Stability	3.00 %	N/A
N/a	0.00 %	n/a
N/a	0.00 %	n/a

**Name of Grantee’s Authorized Official:**

Jamie Rife

**Signature:**

Signed by:  
  
 X \_\_\_\_\_  
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**Date (mm/dd/yyyy):**

12/9/2024

**Title:**

Executive Director

Instructions for the Grantee’s Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee’s indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for project sponsors.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter “MTDC” in the “Type of Direct Cost Base” column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).