

Grant Agreement Staff Report

Date: March 11, 2025

To: Douglas County Board of County Commissioners

Through: Douglas J. DeBord, County Manager

From: Jennifer L. Eby, AICP, Director of Community Services

CC: Steven M. Dodrill, Community Programs Administrator
Allison E. Cutting, Community Services Supervisor
Rand M. Clark, CCAP, NCRT, Assistant Director of Community Services

Subject: **Colorado State Department of Local Affairs 2024 Homeless Resolution Program grant agreement in the amount of \$40,000 with a required \$20,000 match for a project total of \$60,000**

Board of County Commissioners' Business Meeting

March 25, 2025 @ 1:30 p.m.

I. EXECUTIVE SUMMARY

The Colorado State Department of Local Affairs (DOLA) has awarded Douglas County \$40,000 in Homeless Resolution Program (HRP) grant funds to provide homeless prevention services. This grant requires a \$20,000 match for a project total of \$60,000.

II. REQUEST

Staff requests approval by the Board of County Commissioners (BCC) of the 2024 HRP Agreement in the amount of \$60,000.

III. BACKGROUND

The HRP grant is an annual program administered by DOLA through the Division of Housing and Office of Homeless Initiatives. The aim of the Homeless Resolution Program is to enhance the continuum of comprehensive, housing-focused solutions throughout the State to end housing instability. In 2023, Douglas County received \$50,000 in HRP funding to use toward homeless prevention services.

The Douglas County Homeless Initiative established a work group to provide input on the implementation of a homeless prevention pilot program using these funds. The pilot program, called the Housing Stability Program (HSP), was launched in August 2024, and provides limited rent assistance to help residents prevent homelessness while participating in case management, benefit enrollment, career development, domestic violence, and mental health services. To date, seven families have avoided homelessness due to the support provided through the HSP program. The County utilizes local non-profits partners to provide supportive services offered through the program.

The BCC authorized an application for HRP 2024 funds during the September 10, 2024, Business Meeting.

IV. DISCUSSION

Building on the success of the Housing Stability Program, Douglas County aims to continue providing targeted homeless prevention services to residents at risk of losing their housing. By leveraging the awarded HRP funds, the program will assist an additional 4-7 families through rent assistance and supportive services.

Douglas County was awarded \$40,000 in 2024 HRP funds to provide homeless prevention services. HRP requires a 50% match of \$20,000, resulting in a project total of \$60,000. Community Services Block Grant funds will provide \$17,000 toward this match and the remaining \$3,000 will be provided in-kind through budgeted staff salary for the Community Programs Administrator overseeing this project. The budget for the pilot project will be as follows:

Project Budget	
Project Income	
HRP Grant	\$ 40,000
CSBG Match	\$ 17,000
In-Kind Staff Administration	\$ 3,000
Total	\$ 60,000
Project Expense	
Rent Assistance	\$ 49,000
Supportive Services	\$ 8,000
In-Kind Staff Administration	\$ 3,000
Total	\$ 60,000

V. RECOMMENDED ACTION

The County Attorney’s Office has reviewed the 2024 HRP Agreement and it complies with all State requirements and the County’s procedural guidelines. Staff recommends approval by the BCC of the 2024 HRP Agreement in the amount of \$60,000.

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**State of Colorado Grant Agreement
Cover Page**

State Agency
Department of Local Affairs
for the benefit of the Division of Housing

Grantee
Douglas County Government

Grantee UEI
N/A State Funds

Agreement Maximum Amount
\$40,000.00

Funding Program: Homelessness Resolution
Program

Funding Source: State

Agreement Encumbrance Number
H5PEH34209

CMS Number
196587

Agreement Performance Beginning Date
The Later of the Effective Date or April 1, 2025

Initial Agreement Expiration Date
March 31, 2026

Fund Expenditure End Date
March 31, 2026

Catalogue of Federal Domestic Assistance #
n/a

Agreement Authority - Authority for this Agreement arises from §24-32-705 C.R.S and §§29-32-101 to 106, C.R.S., as amended and Colorado House Bill 23-1304.

Agreement Purpose - Assist agencies that provide Emergency Shelter, Street Outreach, Homeless Prevention, Rapid Re-housing and Data Collection and improve the quality of services for individuals who lack housing or are at risk of homelessness.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

- Exhibit A – Applicable Laws
- Exhibit B – Statement of Work
- Exhibit C – Reserved
- Exhibit D – FAQ
- Exhibit E – PII Certification
- Exhibit F – Reserved
- Exhibit G – Sample Option Letter

In the event of a conflict of 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:

1. Colorado Special Provisions in §19 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit B – Statement of Project
4. Exhibit A – Applicable Laws
5. Exhibit D – FAQ
6. Exhibit G – Sample Option Letter
7. Exhibit E – PII Certification

Principal Representatives

For the State:
Alison George, Director
Division of Housing
Department of Local Affairs
1313 Sherman Street, Rm 320
Denver, CO 80203

For Grantee:
Doug DeBord, County Manager
Douglas County Government
100 Third Street
Castle Rock, CO 80104
ddebord@douglas.co.us

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.

GRANTEE

DOUGLAS COUNTY GOVERNMENT

By: Doug DeBord, County Manager AW

Date: _____

DIVISION OF HOUSING

Contract Reviewer

By: Kristin Toombs, Deputy Director, Division of Housing

Date: _____

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF LOCAL AFFAIRS

By: Maria De Cambra, Executive Director

Date: _____

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.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: Beulah Messick, Controller Delegate

Date: _____

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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 Method and Content

- i. 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 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.

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. "Budget" means the budget for the Work described in **Exhibit B, §5.2**.
- D. "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.
- E. "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.
- F. "CORA" means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.
- G. "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.
- H. "End of Term Extension" means the time period defined in **§2.D**.

- I. “Exhibits” means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- J. “Extension Term” means the time period defined in §2.C.
- K. “Federal Award” [Reserved].
- L. “Federal Awarding Agency” [Reserved].
- M. “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.
- N. “Grant Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- O. “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.
- P. “Initial Term” means the time period defined in §2.B.
- Q. “Matching Funds” means the funds provided Grantee as a match required to receive the Grant Funds.
- R. “Party” means the State or Grantee, and “Parties” means both the State and Grantee.
- S. “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.
- T. “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 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.
- U. “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.

- V. “Project” means the overall project described in **Exhibit B** including, without limitation, the Work and the Services.
- W. “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.
- X. “Recipient” [Reserved].
- Y. “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.
- Z. “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.
- AA. “State Fiscal Rules” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13) (a), C.R.S.
- BB. “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.
- CC. “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.
- DD. “Subcontractor” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.
- EE. “Subrecipient” [Reserved].
- FF. “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.
- GG. “Uniform Guidance” [Reserved].
- HH. “Work” means the Goods delivered and Services performed pursuant to this Agreement.

- II. “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 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 on the Cover Page, as 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. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-agreement costs pursuant to **§5.2.4 of Exhibit B**. Grantee's costs for Work performed after the Initial Agreement Expiration 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 will withhold up to 10% of allowable costs until all final documentation has been submitted and accepted by the State as substantially 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 disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of Federal or State criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency 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 date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award 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.

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. Ethical Principles

Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee 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. Grantee may determine and require a higher limit of subcontractors or not require certain insurance in this §10 that does not directly apply to the work of any subcontractors.

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

If applicable, 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 Agreement.

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 Agreement.

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 coverage for financial loss of State or Federal Funds for causes including, but not limited to, theft, forgery, embezzlement and funds transfer fraud 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. This insurance requirement shall only apply to the owner of the Subject Property or assignee as required by this Agreement.

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 Agreement.

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 \$25,000.
 - 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 Grantee, 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 except that, at the aggrieved Party's sole discretion, the thirty (30) day period may be extended. 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. 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. Collection of Unallowable Costs (2CFR 200.410)

[Reserved].

g. 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. State'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 Agreement.

Grantee shall confirm that any individual natural person is lawfully present in the United States pursuant to 8 U.S.C. §§1601 *et seq.* when such individual applies for public benefits provided under this Agreement 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 Agreement, 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 Agreement.

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.

D. Binding Effect

Except as otherwise provided in **§18.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**, 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
Grantee shall comply with all applicable State and Federal Law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.
- X. Accessibility
 - i. Grantee shall comply with and 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.
 - ii. The State may require Grantee’s compliance to the State’s Accessibility Standards to be determined by a third party selected by the State to attest to Grantee’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 State, its 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 applicable to this Agreement 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. §24-34-301, *et seq.*, C.R.S. (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, §29-1-601, *et seq.*, C.R.S.
17. Colorado Housing Act of 1970, §24-32-701, *et seq.*, C.R.S.
18. §24-75-601, *et seq.*, C.R.S. (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.*).
20. Emergency Solutions Grants Program, 24 CFR Parts 91 and 576.

END OF EXHIBIT A

Exhibit B, Statement of Work

Exhibit C, Reserved

Exhibit D, FAQ

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: _____

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

State Agency

Department of Local Affairs,
for the benefit of the Division of Housing

Existing CMS Numbers

000000, 000000 (A1), 000000 (OL1)

(Previous) Agreement Maximum Amount

\$0,000,000.00

(Previous) Initial Agreement Expiration Date

\$0,000,000.00

(Previous) Fund Expenditure End Date

Month XX, 2024

Grantee

[Name]

Encumbrance #

H5PEH00000

New CMS #

000000

(New) Agreement Maximum Amount

\$ (No change)

(New) Initial Agreement Expiration Date

\$ (No change)

(New) Fund Expenditure End Date

Month XX, 2024 (No change)

1. **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. Fund Expenditure End Date.
- C. Agreement Maximum Amount.
- D. Project Budget.
- E. Payment Schedule.
- F. Milestones.
- G. Service Area.
- H. Responsible Administrator.
- I. Remittance Address.

2. **REQUIRED PROVISIONS:**

- A. **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.
- B. **For use with Option 1(B):** The Fund Expenditure End Date, shown on the Cover Page of the Agreement, as amended, is hereby deleted and replaced with the (New) Fund Expenditure End Date shown in the table above.
- C. **For use with Option 1(C):** 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.
- D. **For use with Option 1(D):** 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

Source	Amount
[Activity]	
[Activity]	
Total	\$ 0.00

- E. **For use with Option 1(E):** The **Payment Schedule** 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	Timing
Interim Payment(s)	\$0.00	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$0.00	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.
Total	\$0.00	N/A

- F. **For use with Option 1(F):** The **Milestones** in §3.2 of the **Statement of Work (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]

- G. **For use with Option 1(G):** The **Service Area** in §3.3 of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

3.3. Service Area. The services described within this Grant may be provided in [Area], State of Colorado.

- H. **For use with Option 1(H):** The **Responsible Administrator** in §4.2 of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

4.2. Responsible Administrator. Grantee’s performance hereunder shall be under the direct supervision of [Name, Title, email address] who is hereby designated as the responsible administrator of this Project.

- I. **For use with Option 1(I):** The **Remittance Address** in §6.2 of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

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

[Grantee Name]

[Street Address]

[City, State Zip Code]

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SIGNATURE PAGE

STATE OF COLORADO

Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS

By: Maria De Cambra, Executive Director

Date: _____

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.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: Beulah Messick, Controller Delegate

Date: _____

EXHIBIT B STATEMENT OF PROJECT

1. GENERAL DESCRIPTION OF THE PROJECT

1.1. Project Description. The goal of the Homelessness Resolution Program (“HRP”) is to improve the quality of programs and services for individuals who lack housing or are at risk of homelessness. HRP provides funding for Homelessness Prevention. Grant Funds may only be used for Eligible Activities as defined in §8.1 and listed in §5.2, **Project Budget** of this **Exhibit B**. Grantee is responsible for completing the Project and submitting all required reporting and other documentation in the manner and timeframes set forth herein.

2. DEFINITIONS

The following definitions are in addition to definitions appearing in the central Grant Agreement and other Exhibits.

- 2.1. “Area Median Income (AMI)”** means income limits, determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30, 50, or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes
- 2.2. “Beneficiaries”** mean the persons or households who are the end users that benefit from the Project.
- 2.3. “Comparable Database”** means a relational database that meets all Homeless Management Information Systems (HMIS) data standards and the minimum standards of HMIS privacy and security requirements, including the Department of Housing and Urban Development’s (HUD) most recent reporting standards and comma separated value (“CSV”) format specifications.
- 2.4. “Continuum of Care (CoC)”** means a HUD-identified region that promotes communitywide commitment to the goal of ending homelessness and provides funding for efforts by nonprofit providers and state and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimizes self-sufficiency among individuals and families experiencing homelessness.
- 2.5. “Coordinated Entry System”** (also referred to as the Coordinated Assessment System, Centralized Entry, or Assessment System) 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 services and housing intervention as quickly and efficiently as possible while respecting client choice and local providers.
- 2.6. “Fair Market Rent”** is the statistic developed by HUD to determine payments for various housing assistance programs, including the rent ceilings allowed in HRP.

- 2.7. **“Fiscal Agent”** means any Grantee that intends to pass funding received from DOH in this Grant Agreement to another agency that will perform the activities outlined in §5.2 (Project Budget) of this **Exhibit B**.
- 2.8. **“Fund Expenditure Date”** means the last date the Grantee may incur costs through this grant agreement.
- 2.9. **“Homeless Management Information System (HMIS)”** is a local information technology system used to collect client-level data on providing housing and services to homeless individuals, families, and persons at risk of homelessness.
- 2.10. **“Initial Agreement Expiration Date”** means the date on which the Parties’ respective performances under this Agreement shall terminate, as defined by §2.B of the main body of this Agreement, unless sooner terminated or further extended per the terms of this Agreement.
- 2.11. **“Neighborly Grants Management System”** means the DOH platform used to collect pay requests and quarterly reports.
- 2.12. **“Pre-Agreement Costs”** when applicable, means the costs incurred on or after the date as specified in §5.3. Such costs shall be specifically authorized by the State and incorporated in this **Exhibit B**.
- 2.13. **Progressive Engagement** means a services model that seeks to match services and resources to the participants presenting needs. It is an approach to helping households end homelessness as rapidly as possible, despite barriers, with minimal financial and support resources.
- 2.14. **Rent Reasonableness** means the HUD standard that ensures rents are reasonable and comparable to unassisted units in the same market.

3. DELIVERABLES

- 3.1. **Outcome.** This Project will serve individuals and families currently experiencing or at risk of experiencing homelessness under the Grantee’s approved application.
- 3.2. **Performance Milestones.** Grantee shall achieve each of the following Milestones by the Date shown.

Milestone	Date
Submit certificate of insurance and all other compliance documentation	Within 20 days of Agreement Execution
Submit requests for reimbursement at least quarterly	On-going
Submit Quarterly Performance and Evaluation Report	On-going
Provide DOH access to client data	On-going
Submit Project Completion Report per §7.4.4	4/14/2026

- 3.3. **Service Area.** The activities within this grant may provide service in Douglas County, and the State of Colorado. Grantees may also serve individuals referred to them through their regional Coordinated Entry Systems, even if that individual or household(s) currently lives outside this service area.

4. PERSONNEL

4.1. Replacement. Grantee shall immediately notify the State if the Responsible Administrator specified in §4.2 or any other Grantee key personnel cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State's sole discretion, as the State executed this Grant in part reliance on Grantee's representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, their qualifications, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct the Grantee to suspend Work until replacements are approved. All notices sent under this subsection shall follow §14 of the Grant.

4.2. Responsible Administrator. The Grantee's performance hereunder shall be under the direct supervision of the Community Programs Administrator, Steven Dodrill (sdodrill@douglas.co.us), the administrator responsible for this Project.

5. FUNDING

The State-provided funds shall be limited to the amount specified under the "State HRP Funds" column of §5.2, Project Budget, below.

5.1. Matching Funds. [Reserved].

5.2. Project Budget

Eligible Activity	State HRP Funds
Homeless Prevention	\$40,000.00
Total	\$40,000.00

5.3. Pre-Agreement Costs. [Reserved].

5.4. Budget Line Adjustments. The grantee is authorized to modify the amount of individual budget line items, subject to the state's approval, by up to 10% of the initial budget for each component. However, the grantee cannot transfer funding to administration budget lines. Before making any adjustments, the grantee must provide written notification to and receive written approval from the state.

5.5. Grantee may *not*:

5.5.1. Adjust budget amounts between eligible activities without the prior written consent of the State. (The State may make such adjustments via an Option Letter. See **Exhibit G.**)

5.5.2. Amend any of the terms of this Grant except per the **Modification** subsection of the **General Provisions** of the Grant Agreement.

6. PAYMENT

Payment provision per §7 of this Grant.

6.1. Payment Schedule. Grant Funds received from the State must be in used within 15 days, with any excess funds returned to the State.

Payment	Amount	Timing
Interim Payment(s)	\$39,000.00	Paid upon receipt of actual expense documentation and written requests from the Grantee to reimburse eligible approved program activities.
Final payment	\$1,000	Paid upon project completion and DOLA approval
Total	\$40,000.00	N/A

6.2. Remittance Address. If mailed, payments shall be remitted to the following address unless changed per §16 of the Grant:

Douglas County Government
 100 Third Street
 Castle Rock CO 80104

6.3. Interest. Grantee or Subgrantee may keep interest earned from federal funds up to \$100 per year for administrative expenses.

7. ADMINISTRATIVE REQUIREMENTS

7.1. Fiscal Agents. Grantees who meet the definition of Fiscal Agent in §2 of this **Exhibit B** and plan to pass funds received in this agreement to another agency must have DOH-approved HRP policies and procedures. CDOH’s HRP Policies and Procedures Manual can be found at <https://doh.colorado.gov/homelessness-resolution-program>. Grantees may not be allowed to pass funds received in this agreement to another agency if DOH does not approve their policies and procedures.

7.2. Accounting. The grantee shall maintain properly segregated accounts of Grant Funds, Matching Funds, and other funds associated with the Project and make those records available to the State upon request.

7.3. Audit Report. If an audit is performed on the Grantee’s records for any fiscal year covering a portion of the term of this Grant or any other agreement/contract with DOLA, the Grantee shall submit the final audit report, including a report per the Single Audit.

To: Department of Local Affairs
 Accounting & Financial Services
 1313 Sherman Street, Room 321
 Denver, CO 80203
 or email to: dola.audit@state.co.us and holly.lemasurier@state.co.us

*If Grantee received over \$750,000 in federal funds during the fiscal year covered in the most recent audit, upload of the Single Audit to Federal Audit Clearinghouse is a requirement of HRP funding provided through this Agreement.

7.4. Reporting. Grantee shall submit the following reporting to DOLA every quarter. DOLA may withhold payment if such reports are not submitted timely.

7.4.1. Performance and Evaluation Report. Grantee shall submit a Performance and Evaluation Report from HMIS or a comparable database within twenty (20) calendar days of the end of each calendar quarter and within twenty (20) calendar days of any request by DOLA.

7.4.1.1. HMIS Compliance. Grantee agrees to fully comply with the rules and regulations required by the U.S. Department of Housing and Urban Development (HUD), which governs the Homeless Management Information System (HMIS). HUD requires Grantees and Subgrantees of McKinney-Vento Act Funds to collect electronic data on their homeless clients through HMIS. HUD requires Grantees and subgrantees serving victims of domestic violence to use an HMIS-comparable database that meets data requirements outlined per HUD regulations. Programs that receive funding through McKinney-Vento and produce a Consolidated Annual Performance and Evaluation Report (CAPER) must also collect program-level data elements. These programs include HRP. The Grantee shall conform to the HMIS policies established and adapted by the regional Continuum of Care (CoC). The Grantee's aggregate HMIS performance data for projects shall be available to the funder to improve system performance and assist with monitoring. Technical assistance and training resources for HMIS are available to the Grantee via the Colorado HMIS Helpdesk, which is available to all HRP Grantees and can be accessed by submitting a request for assistance via the "Submit a Request" button at coHMIS.zendesk.com/hc/en-us. Technical assistance and training are provided based on requests by the Grantee.

7.4.1.2. HUD Continuum of Care (CoC) Data Standards. Effective October 2023, HUD released updated HMIS Data Standards, and the Grantee must update reporting based on these new standards. DOLA and its grantees will collect universal and continuum of care (CoC) program-specific elements. See <https://www.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf> for a list of these required elements. The Grantee must attend any CoC-provided HMIS training on data collection requirements for these revised standards.

7.4.1.3. Security. All workstations, desktops, laptops, and servers connected to the Grantee's network or computers accessing the HMIS through a Virtual Private Network (VPN) must comply with the baseline security requirements. The Grantee's HMIS computers and networks must meet the following standards:

- Secure location
- Workstation username and password
- Virus protection with auto-update
- Locking password-protected screen saver
- Individual or network firewall

- PKI-certificate installed or static IP address

7.4.1.4. Data Quality Standards

- The Grantee must enter HMIS data (program enrollments and services) into the system within five business days of the actual enrollment or service provided date.
- DOLA reserves the right to request Data Quality reports from Colorado HMIS for the Grantee’s HRP-funded programs every month.
- DOLA reserves the right to participate in on-site HMIS audits.
- DOLA reserves the right to request Data Timeliness tests from Colorado HMIS anytime on Grantee’s programs in HMIS.
- DOLA reserves the right to request detailed CAPERs displaying client-level and aggregate-level data from Colorado HMIS during the Project’s operating year. CAPERs are subject to monitoring to track annual Project goals and outcomes per HUD and CoC requirements. The Grantee’s data will be consolidated with other HRP Subgrantees and DOLA data to fulfill HUD annual reporting requirements.
- DOLA reserves the right to access Grantee’s HMIS Web portal to review real-time client data to ensure Grantee adheres to the data quality standards required by the designated Colorado Continuum of Care.

7.4.2. Project Completion Report. Grantee shall submit a Project Completion Report in such form and substance as is acceptable to DOLA by the date set forth in **§3.2.**

7.5. Monitoring. The State shall monitor this Grant per its Risk-Based Monitoring Policy and **§§7(B)** and **(C)** of the Grant.

8. HRP ACTIVITIES

Grantee shall ensure that all project activities are under 24 C.F.R. Parts 84, 85, 91, and 576, as well as all related regulations and requirements. Only costs incurred for HRP-funded activities, as detailed in **§5.2** above, are reimbursable. Activities and related services/costs allowed under HRP, but not necessarily under this Grant, are detailed below.

8.1. Eligible Activities.

8.1.1. Emergency Shelter Component. Subject to the expenditure limit in **§576.100(b)**, HRP funds may provide essential services to homeless families and individuals in emergency shelters, renovate buildings to use as emergency shelters for homeless families and individuals, and operate emergency shelters.

8.1.1.1. Essential services. HRP funds may provide essential services to individuals and families who are in an emergency shelter, as follows:

8.1.1.1.1. Case management. The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the program participant's needs is eligible. Component services and activities consist of:

- Using the centralized or coordinated assessment system as required under §576.400(d);
- Conducting the initial evaluation required under §576.401(a), including verifying and documenting eligibility;
- Counseling;
- Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
- Monitoring and evaluating program participant progress;
- Providing information and referrals to other providers;
- Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and
- Developing an individualized housing and service plan, including planning a path to permanent housing stability.

8.1.1.1.2. Childcare. The childcare costs for program participants, providing food, and comprehensive and coordinated sets of appropriate developmental activities are eligible. The children must be under 13 unless they are disabled. Disabled children must be under the age of 18. The child-care center must hold a license from the jurisdiction in which it operates for its costs to be eligible.

8.1.1.1.3. Education services. When the program participant needs to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible. Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED). Component services or activities are screening, assessment, and testing; individual or group instruction; tutoring; providing books, supplies, and instructional material; counseling; and referral to community resources.

8.1.1.1.4. Employment assistance and job training. The costs of employment assistance and job training programs are eligible, including classroom, online, and computer instruction; on-the-job instruction; and services that assist individuals in securing employment, acquiring learning skills, and increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is eligible. Learning skills include those skills to secure and retain a job, including acquiring vocational licenses and certificates. Services that assist individuals in securing employment include employment screening, assessment, or testing;

structured job skills and job-seeking skills; special training and tutoring, including literacy training and prevocational training; books and instructional material; counseling or job coaching; and referral to community resources.

8.1.1.1.5. Outpatient health services. Eligible costs are for licensed medical professionals' direct outpatient treatment or services of medical conditions. HRP funds may pay for these services to the extent that other appropriate health services are unavailable within the community. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants in understanding their health needs; providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services; providing medication and follow-up services; and providing preventive and noncosmetic dental care.

8.1.1.1.6. Legal services. Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the State in which the services are provided and by a person(s) under the supervision of the licensed attorney regarding matters that interfere with the program participant's ability to obtain and retain housing. HRP funds may be used only for these services to the extent that other appropriate legal services are unavailable or inaccessible within the community. Eligible subject matters are child support, guardianship, paternity, emancipation, and legal separation, orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking, appeal of veterans and public benefit claim denials, and the resolution of outstanding criminal warrants. Component services or activities may include client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling. Fees based on the actual service performed (*i.e.* fee for service) are also eligible, but only if the cost would be less than hourly fees. Filing fees and other necessary court costs are also eligible. If the Subgrantee is a legal services provider and performs the services, the eligible costs are the Subgrantee's employees' salaries and other costs necessary to perform the services. Legal services for immigration and citizenship matters and mortgage requests are ineligible costs. Retainer fee arrangements and contingency fee arrangements are ineligible costs.

8.1.1.1.7. Life skills training. The costs of teaching critical life management skills that may never have been learned or have been lost during physical or mental illness, domestic violence, substance use, and homelessness are eligible. These services are necessary to assist the program participant in functioning independently in the community. Component life skills training are budgeting resources, managing money, managing a household, resolving conflict, shopping for food and needed items, improving nutrition, using public transportation, and parenting.

8.1.1.1.8. Mental health services. Eligible costs are the direct outpatient treatment by licensed professionals for mental health conditions. HRP funds may provide these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community. Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems to resolve the problem positively or improve individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management. Eligible treatment consists of crisis interventions, individual, family, or group therapy sessions, the prescription of psychotropic medications or explanations about the use and management of medications, and combinations of therapeutic approaches to address multiple problems.

8.1.1.1.9. Substance abuse treatment services. Eligible substance abuse treatment services are to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals. HRP funds may only pay for these services to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community. Eligible treatment consists of client intake, assessment, and outpatient treatment for up to 30 days. Group and individual counseling and drug testing are eligible costs. Inpatient detoxification and other inpatient drug or alcohol treatment are not eligible costs.

8.1.1.1.10. Transportation. Eligible costs include the transportation costs of the participant's travel to and from medical care, employment, child care, or other eligible essential services facilities. These costs include the following:

- The cost of a program participant's travel on public transportation;

- If service workers use their vehicles, mileage allowance for service workers to visit program participants;
- The cost of purchasing or leasing a vehicle for the Grantee or Subgrantee in which staff transports program participants and staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle; and
- The travel costs of Grantee or Subgrantee staff to accompany or assist program participants to use public transportation.

8.1.1.1.11. Services for special populations. HRP funds may provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1)(i) through (a)(1)(x) of this section. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

8.1.1.2. Renovation. [Reserved].

8.1.1.3. Shelter Operations. Eligible maintenance costs (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the emergency shelter operation.

8.1.2. Street Outreach. Subject to the expenditure limit in §576.100(b), HRP funds may pay for the costs of providing essential services necessary to reach out to unsheltered homeless people, connect them with emergency shelter, housing, or critical services, and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For this section, the term “unsheltered homeless people” means individuals and families who qualify as homeless under paragraph (1)(i) of the “homeless” definition under §576.2. The eligible costs and requirements for essential services consist of

8.1.2.1. Engagement. The costs of activities to locate, identify, and build relationships with unsheltered homeless people and engage them to provide immediate support, intervention, and connections with homeless assistance programs and mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information

and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs. Eligible costs include the cell phone costs of outreach workers during the performance of these activities.

- 8.1.2.2. Case management.** The cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the program participant's needs. Eligible services and activities are as follows: using the centralized or coordinated assessment system as required under §576.400(d); conducting the initial evaluation required under §576.401(a), including verifying and documenting eligibility; counseling; developing, securing, and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.
- 8.1.2.3. Emergency health services.** Eligible costs are for the direct outpatient treatment of medical conditions provided by a licensed medical professional operating in community-based settings, including streets, parks, and other places where unsheltered homeless people live. HRP funds may be used only for these services to the extent that other appropriate health services are inaccessible or unavailable within the area. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants in understanding their health needs; providing direct or assisting program participants in obtaining appropriate emergency medical treatment; and providing medication and follow-up services.
- 8.1.2.4. Emergency mental health services.** Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living. HRP funds may be used only for these services to the extent that other appropriate mental health services are inaccessible or unavailable within the community. Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems to resolve the problem positively or improve individual or family functioning or circumstances. Eligible treatment consists of crisis interventions, the prescription of psychotropic medications, an explanation of the use and management of medications, and combinations of therapeutic approaches to address multiple problems.
- 8.1.2.5. Transportation.** The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting

unsheltered people to emergency shelters or other service facilities are also eligible. These costs include the following:

- The cost of a program participant's travel on public transportation;
- If service workers use their vehicles, mileage allowance for service workers to visit program participants;
- The cost of purchasing or leasing a vehicle for the Grantee or Subgrantee in which staff transports program participants and staff serving program participants, and the cost of gas, insurance, taxes and maintenance for the vehicle; and
- The travel costs of Grantee or Subgrantee staff to accompany or assist program participants to use public transportation.

8.1.2.6. Services for special populations. HRP funds may provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1) through (a)(5) of this section. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

8.1.3. Homeless Management Information Systems - Data Collection and Evaluation.

8.1.3.1. Data collection. Reporting for HRP will be conducted using Homeless Management Information Systems (HMIS) or a comparable client-level database for Domestic Violence Shelters. Therefore, reasonable and appropriate costs associated with operating an HMIS for collecting and reporting data required under HRP and analyzing patterns of use of HRP funds are eligible.

8.1.3.2. Eligible costs. Eligible costs include (a) the purchase or leasing of computer hardware, purchase of software or software licenses, (b) purchase or leasing equipment, including telephones, faxes, and furniture, (c) staffing associated with operating HMIS including data collection, completing data entry, monitoring and reviewing data quality, completing data analysis, reporting to the HMIS lead, training staff on using the HMIS or comparable database, implementing and complying with HMIS requirements.

8.1.3.3. Ineligible costs. Ineligible HMIS activities include, without limitation, the development of new software systems.

8.1.3.4. Coordinated Assessment. Grantee and Subgrantee shall participate in the coordinated assessment process and collect consistent baseline data to ensure better HMIS data collected is consistent across the State and Continuum of Care.

8.1.3.5. Evaluation. Grantee and Subgrantee(s) must comply if asked to participate in HUD-sponsored research and evaluation of HRP. Eligible costs include costs for Grantee participation in HUD research and evaluation of the program.

8.1.4. Administration. Cost of overall program management, coordination, monitoring, and evaluation. These costs include but are not limited to, necessary expenditures for the following:

8.1.4.1. Salaries, wages, and related costs of the Grantee's staff, the staff of Subgrantees, or other staff engaged in program administration. In charging costs to this category, the Grantee may either include the entire salary, wages, and related costs allocable to the program of each person's *primary* responsibilities concerning the program involving program administration assignments or the pro rata share of the salary, wages, and related costs of each person whose job includes *any* program administration assignments. The Grantee may use only one of these methods for each fiscal year grant. Program administration assignments include the following:

- Preparing program budgets and schedules and amendments to those budgets and schedules;
- Developing systems for assuring compliance with program requirements;
- Developing interagency agreements and agreements with Subgrantees and contractors to carry out program activities;
- Monitoring program activities for progress and compliance with program requirements;
- Preparing reports and other documents directly related to the program for submission to HUD;
- Coordinating the resolution of audit and monitoring findings;
- Evaluating program results against stated objectives; and
- Managing or supervising persons whose primary responsibilities concerning the program include such assignments as those described in paragraph (a)(1)(i)(A) through (G) of this section.

8.1.4.2. Travel costs incurred for monitoring of Subgrantees;

8.1.4.3. Administrative services performed under third-party contracts or agreements, including general legal, accounting, and audit services; and

8.1.4.4. Other costs for goods and services required for program administration include rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.

8.1.4.5. Administrative costs *do not* include the costs of issuing financial assistance, providing housing relocation and stabilization services, or carrying out eligible data collection and evaluation activities, as specified above, such as Grantee or Subgrantee staff salaries, costs of

conducting housing inspections, and other operating costs. These costs should fall under one of the other eligible activity categories in this §7.1.

8.1.5. Rapid Re-housing. HRP funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance may be provided to program participants who meet the criteria under paragraph (1) of the “homeless” definition in 24 CFR 576.2 or who meet the criteria under paragraph (4) of the “homeless” definition and live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition. The rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR 576.105, the short- and medium-term rental assistance requirements in 24 CFR 576.106, and the written standards and procedures established under 24 CFR 576.400. Grantee and Subgrantees must not make payments directly to Program Participants, only to third parties, such as property owners or utility companies. In addition, an assisted property may not be owned by the Grantee, Subgrantee or the parent, subsidiary or affiliated organization of the Subgrantee.

8.1.5.1. Rental Assistance. Short and medium-term rental assistance is tenant-based rental assistance that may be used to allow individuals and families to obtain rental units. Short-term rental assistance may not exceed rental costs accrued over a period of 3 months. Medium-term rental assistance may not exceed actual rental costs accrued over a period of 4-24 months.

8.1.5.2. Financial Assistance Costs. HRP funds may be used to pay housing owners, utility companies, and other third parties for the following costs:

8.1.5.2.1. Rental application fees. HRP funds may pay for the rental housing application fee that is charged by the owner to all applicants.

8.1.5.2.2. Security and Utility Deposits. HRP funds may be used to pay for security deposits, including utility deposits, for eligible Program Participants. In contrast to the requirements regarding rental assistance payments, security and utility deposits covering the same period of time in which assistance is being provided through another housing subsidy program are eligible, as long as the assistance from the other housing subsidy program does not include security and utility deposits.

8.1.5.2.3. Last month's rent. If necessary to obtain housing for a program participant, the last month's rent may be paid from HRP funds to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent and must be

included in calculating the program participant's total rental assistance, which cannot exceed 12 months during any 3-year period.

8.1.5.2.4. Utility Payments. HRP funds may be used for up to 18 months of utility payments, including up to 6 months of utility payments in arrears, for each Program Participant, provided that the Program Participant or a member of his/her household has an account in his/her name with the utility company or proof of responsibility to make utility payments, such as cancelled checks or receipts in his/her name from the utility company.

8.1.5.2.5. Moving Cost Assistance. HRP funds may be used for reasonable moving costs, such as truck rental, hiring a moving company, or short-term storage fees for a maximum of 3 months or until the Program Participant is in housing, whichever is shorter.

8.1.5.3. Services costs., HRP funds may be used to pay the costs of providing the following services:

8.1.5.3.1. Housing search and placement. Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, include the following:

- Assessment of housing barriers, needs, and preferences;
- Development of an action plan for locating housing;
- Housing search;
- Outreach to and negotiation with owners;
- Assistance with submitting rental applications and understanding leases;
- Assessment of housing for compliance with HRP requirements for habitability, lead-based paint, and rent reasonableness;
- Assistance with obtaining utilities and making moving arrangements; and
- Tenant counseling

8.1.5.3.2. Housing stability case management. HRP funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing

and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities consist of:

- Using the centralized or coordinated assessment system as required under § 576.400(d), to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;
- Conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;
- Counseling;
- Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
- Monitoring and evaluating program participant progress;
- Providing information and referrals to other providers;
- Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
- Conducting re-evaluations required under § 576.401(b).

8.1.5.4. Mediation. The cost of mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.

8.1.5.5. Legal services. The cost of legal services, as set forth in § 576.102(a)(1)(vi), except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.

8.1.5.6. Credit repair. The cost of credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.

8.1.5.7. Re-Evaluations. Grantee or Subgrantee must re-evaluate each Program Participant's eligibility and the types and amounts of assistance the program participant needs not less than once annually for Program Participants receiving rapid re-housing assistance. At a minimum, each re-evaluation of eligibility must establish that:

8.1.5.7.1. The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and

8.1.5.7.2. The program participant lacks sufficient resources and support networks necessary to retain housing without HRP assistance.

8.1.6. Homelessness Prevention. HRP funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition in 24 CFR 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the “at risk of homelessness” definition, or who meet the criteria in paragraph (2), (3), or (4) of the “homeless” definition in 24 CFR 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR 576.105, the short-term and medium-term rental assistance requirements in 24 CFR 576.106, and the written standards and procedures established under 24 CFR 576.400. Grantee and Subgrantees must not make payments directly to Program Participants, only to third parties, such as landlords or utility companies. In addition, an assisted property may not be owned by the Grantee, Subgrantee or the parent, subsidiary or affiliated organization of the Subgrantee.

8.1.6.1. Rental Assistance. Short and medium-term rental assistance is tenant-based rental assistance that may be used to allow individuals and families to obtain rental units. Short-term rental assistance may not exceed rental costs accrued over a period of 3 months. Medium-term rental assistance may not exceed actual rental costs accrued over a period of 4-24 months.

8.1.6.2. Financial Assistance Costs. HRP funds may be used to pay housing owners, utility companies, and other third parties for the following costs:

8.1.6.2.1. Rental application fees. HRP funds may pay for the rental housing application fee that is charged by the owner to all applicants.

8.1.6.2.2. Security and Utility Deposits. HRP funds may be used to pay for security deposits, including utility deposits, for eligible Program Participants. In contrast to the requirements regarding rental assistance payments, security and utility deposits covering the same period of time in which

assistance is being provided through another housing subsidy program are eligible, as long as the assistance from the other housing subsidy program does not include security and utility deposits.

8.1.6.2.3. Last month's rent. If necessary to obtain housing for a program participant, the last month's rent may be paid from HRP funds to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed 12 months during any 3-year period.

8.1.6.2.4. Utility Payments. HRP funds may be used for up to 18 months of utility payments, including up to 6 months of utility payments in arrears, for each Program Participant, provided that the Program Participant or a member of his/her household has an account in his/her name with the utility company or proof of responsibility to make utility payments, such as cancelled checks or receipts in his/her name from the utility company.

8.1.6.2.5. Moving Cost Assistance. HRP funds may be used for reasonable moving costs, such as truck rental, hiring a moving company, or short-term storage fees for a maximum of 3 months or until the Program Participant is in housing, whichever is shorter.

8.1.6.3. Services costs., HRP funds may be used to pay the costs of providing the following services:

8.1.6.3.1. Housing search and placement. Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, include the following:

- Assessment of housing barriers, needs, and preferences;
- Development of an action plan for locating housing;
- Housing search;
- Outreach to and negotiation with owners;
- Assistance with submitting rental applications and understanding leases;
- Assessment of housing for compliance with HRP requirements for habitability, lead-based paint, and rent reasonableness;
- Assistance with obtaining utilities and making moving arrangements; and

- Tenant counseling

8.1.6.3.2. Housing stability case management. HRP funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities consist of:

- Using the centralized or coordinated assessment system as required under § 576.400(d), to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;
- Conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;
- Counseling;
- Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
- Monitoring and evaluating program participant progress;
- Providing information and referrals to other providers;
- Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
- Conducting re-evaluations required under § 576.401(b).

8.1.6.4. Mediation. The cost of mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.

8.1.6.5. Legal services. The cost of legal services, as set forth in § 576.102(a)(1)(vi), except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.

8.1.6.6. Credit repair. The cost of credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.

8.1.6.7. Re-Evaluations. Grantee or Subgrantee must re-evaluate each Program Participant's eligibility and the types and amounts of assistance the program participant needs not less than once annually for Program Participants receiving rapid re-housing assistance. At a minimum, each re-evaluation of eligibility must establish that:

8.1.6.7.1. The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and

8.1.6.7.2. The program participant lacks sufficient resources and support networks necessary to retain housing without HRP assistance.

8.2 Ineligible and Prohibited Activities.

8.2.1 Duplication of other Resources. HRP intends to provide funding for housing expenses to persons who are homeless or who would be homeless if not for this assistance. Therefore, financial assistance or services to pay for expense available through other programs are not eligible. Case managers should work to link Program Participants to these other resources.

8.2.2 Mortgage Costs. Financial assistance may not pay for any mortgage costs or costs needed by homeowners to assist with any fees, taxes, or other costs of refinancing a mortgage to make it affordable, including the development and implementation of any mortgage assistance activity costs including, but not limited to, short-term subsidies to defray mortgage arrearages.

8.2.3 Other Activities. HRP funds may not pay for the following items: credit card bills or other consumer debt; clothing and grooming; home furnishings; pet care; entertainment activities; work or education-related materials; and cash assistance to Program Participants. HRP funds may not pay to develop discharge planning programs in mainstream institutions such as hospitals, jails, or prisons. Finally, training for case managers and program administrators is an eligible administrative cost as long as it is directly related to HRP operations through this agreement. HRP funds may not pay for certifications, licenses, and general training classes. Programs may not charge fees to HRP Participants. Any HRP funds used to support Program Participants must be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to Program Participants. If funds are used for ineligible activities as determined by the State or HUD, the Grantee must promptly remit the ineligible costs to the State.

END OF EXHIBIT B

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Exhibit D, FAQ

This exhibit attempts to guide questions frequently asked by Housing Solutions Program ("HRP") program-funded Emergency Shelter and Street Outreach providers regarding the match. The statements contained in this exhibit are purely informational. The grantee and all Subgrantees are responsible for following match regulations. DOLA reserves the right to update or amend this document occasionally.

Top 9 FAQ Topics

1. HRP Match General Rules
2. Emergency Shelter & Street Outreach Eligible Costs
3. Homelessness Prevention & Rapid Re-Housing Costs
4. Component to Component Match
5. Match Process and Template
6. CoC and HRP Match
7. In-kind (Noncash) vs. Cash Match
8. Volunteer Hours
9. Indirect Rate Eligibility Requirements

1. HRP Match General Rules

Summary: If HRP shelter and outreach component funds cannot pay for "it," then "it" is not eligible for the match.

Complete Explanation: In general, federal (other than HRP), state, local, or private funds may be used to satisfy the requirement that the recipient provides matching contributions to HRP, so long as the following conditions are met:

- The matching funds are contributed to the HRP funding and expended for the recipient or sub-recipients allowable shelter and outreach HRP costs.
- If the matching funds are from another federal program, there is no specific statutory prohibition on using those funds as the match.
- The matching funds are used per all requirements that apply to HRP grant funds, except for the expenditure limits in 24 CFR 576.100. This includes documentation requirements, eligibility requirements, and eligible costs.
- The matching funds are expended (that is, the allowable cost is incurred) after the date the DOH agreement is executed for the matched HRP funds.
- The matching funds are expended by the DOH agreement expenditure deadline that applies to the matched HRP funds.
- The matching funds have not been and will not be used to match any other Federal program's funds nor any other HRP grant.
- The recipient does not use HRP funds to meet the other program's matching requirements.
- The recipient keeps records of the source and use of the matching funds, including the particular fiscal year HRP grant for which the matching contribution is counted.

2. Emergency Shelter & Street Outreach Eligible Costs

Summary: HRP sub-recipients can only use Emergency Shelter & Street Outreach funds for eligible costs.

Full Explanation: Under the HRP-funded component of **Emergency Shelter & Street Outreach**, **the following are the eligible costs:**

- Housing Emergency Shelter – costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.
- Street Outreach – costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility.

Eligible costs (as described in CFR 576.101-102) include:

- Emergency Shelter eligible costs include essential services (including case management, child care, education services, employment assistance, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment, transportation, services for special populations including homeless youth, survivors of domestic violence, and persons living with HIV/AIDS), shelter renovations, and shelter operations.
- Street Outreach eligible costs include engagement, case management, emergency health services, emergency mental health services, transportation, and services for special populations, including homeless youth, survivors of domestic violence, and persons living with HIV/AIDS.

3. Rapid Re-Housing and Homeless Prevention Eligible Costs

Summary: HRP sub-recipients can only use Rapid Re-Housing and Homeless Prevention funds for eligible costs.

Full Explanation: Under the HRP-funded component of **Homeless Prevention**, **the following are the eligible costs:**

- Housing relocation and stabilization services and short/or medium-term rental assistance as necessary to prevent the individual or family from moving to an emergency shelter, a place not meant for human habitation, or another place described in paragraph (1) of the homeless definition.
- The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in their current housing or move into other permanent housing and achieve stability in that housing.

Eligible costs (as described in CFR 576.103) include

- Rental Assistance: rental assistance and rental arrears.
- Financial assistance: rental application fees, security and utility deposits, utility payments, last month's rent, and moving costs.
- Services: housing search and placement, housing stability case management, landlord-tenant mediation, tenant legal services, and credit repair.

Under the HRP-funded component of **Rapid Re-Housing**, **the following are the eligible costs:**

Housing relocation and stabilization services and short/or medium-term rental assistance as necessary to help individuals or families living in shelters or places not meant for human habitation move as quickly as possible into permanent housing and achieve stability in that housing.

Eligible costs (as described in 24 CFR 576.104) include

- Rental Assistance: rental assistance and rental arrears.
- Financial Assistance: rental application fees, security and utility deposits, utility payments, last month's rent, and moving costs.
- Services: housing search and placement, housing stability case management, landlord-tenant mediation, tenant legal services, and credit repair.

4. Component-to-Component Match

Summary: HRP recipients are not allowed to match with an HRP component (Emergency Shelter, Street Outreach, Homelessness Prevention, Rapid Re-Housing, Homeless Management Information System, or Administration) for which they are not funded directly through DOH.

Full Explanation: In general, federal (other than HRP), state, local, or private funds may be used to satisfy the requirement that the recipient provide matching contributions to HRP, so long as the matching funds are contributed to HRP activities and expended for the recipient's allowable HRP costs. Grantees may only match with eligible costs for the HRP component in which they are funded through DOH's agreement. For instance, although Rapid Re-Housing and Homelessness Prevention are eligible HRP activities if you haven't been awarded these components through your DOH agreement, they would not be allowable as a match.

It does not mean, however, that you must match dollar for dollar by the line items of your allowable costs. The matching funds are based on the total grant amount and must not be provided component-by-component. For example, if a sub-recipient spends \$10,000 of HRP on HMIS and \$50,000 on shelter operations, the full \$60,000 match can be made with shelter operation dollars from another eligible source.

5. Match Process and Template

Summary: HRP recipients will use the DOH-created match process and template for the initial match documentation and quarterly match reporting.

Full Explanation: The HRP Match Process and Template was developed to document the initial match commitment and quarterly HRP Match reporting requirements. All DOH-funded Homelessness Prevention and Rapid Re-housing programs must demonstrate how they will meet their match by submitting an initial Match commitment before the agreement is executed. After that, each quarter of the DOH-funded Homelessness Prevention and Rapid Re-housing programs will submit the template with actual match cumulatively to date (from agreement start through first quarter, then agreement start through second quarter, etc.). If the match sources change throughout the year, notify DOH and document those changes. The HRP Match Process and Template contains the following information: Organization Name, Program Name, Date, Initial Match Source(s), Initial Match Type, and Initial Match Amount. Each quarter's providers will also submit the HRP Match Process and Template with the following information cumulatively through the quarter: Date, Match Source(s), Type of Match, and Amount of Match.

6. CoC and HRP Match

Summary: HRP recipients can use CoC funds to match HRP if they meet the specific conditions.

Full Explanation: In general, federal (other than HRP), state, local, or private funds may be used to satisfy the requirement that the recipient provide matching contributions to HRP, so long as the matching funds are contributed to the HRP funding and expended for the recipient's allowable HRP costs. CoC funds are eligible for HRP match in the same way other federal funds are eligible. See FAQ #1, "HRP Match General Rule," for additional information. As with all matching funds, they can only be used once for a match, nor can they match each other (for example, during the agreement period, if you match CoC to HRP, you cannot match HRP to CoC).

6. In-kind (Noncash) vs. Cash Match

Summary: HRP recipients can use noncash and cash for match. However, noncash matches must be accounted for in distinct ways, and these two sources must be provided when used as a match.

Full Explanation: For cash match, "provided" means expending funds (or when the allowable cost is incurred). An in-kind match is the date the service (or other in-kind match source) is provided to the program or project. Remember that HRP matching funds must be expended within the same expenditure deadline that applies to the HRP funds being matched (during the agreement period). Non-cash contributions must be made within the agreement deadline.

For noncash or in-kind matches, the match must be eligible activities under the HRP allocation: if the recipient had to pay for the in-kind match with grant funds, the costs would have been allowable. To determine the value of any donated material, building, or lease, the recipient must use a reasonably calculated method to establish the fair market value (HRP Interim Rule 576.201).

7. Volunteer Hours Summary: HRP recipients can use the value of volunteer hours as a match, and the value of the volunteer hours is based on a rate consistent with those paid for similar work within the sub-recipient organization.

Full Explanation: In terms of how volunteer hours are valued, under the Emergency Solutions Grants (HRP) program Interim Rule, there is no fixed or standard hourly rate for volunteer services. Instead, under HRP, volunteer services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the recipient's organization. If no employees perform similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market. (See 24 CFR 576.201(e)(2)). As the VISTA service members are being paid through another grant, you may use their payment rate as the standard rate for their labor.

Recipients should develop a standardized form that documents the time the individual spent and the value of the services he/she provided. For additional guidance on the level of documentation required to show the use of matching funds, please review the matching requirements at 24 CFR § 576.201, the record-keeping and reporting requirements at 24 CFR § 576.500(o), and calculate the number of noncash contributions at 24 CFR § 576.201(e) of the HRP interim rule. Applicants can also contact DOH's regional asset manager for further clarification. According to these sections of the HRP interim rule, recipients must keep records of the source and use of the contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must include the following:

- The particular fiscal year grant for which each matching contribution is counted. Requirements: The matching contribution must be provided after HUD signs the grant agreement and must be expended within the expenditure deadline.
- How the value placed on third-party, noncash contributions was derived. Requirement: You must use a method reasonably calculated to establish the fair market value.
- Document that the matching funds were used per the other federal program's requirements and the requirements that apply to HRP grant funds, except for the expenditure limits in 24 CFR 576.100. This includes documentation requirements, eligibility requirements, and eligible costs.

Remember that the time charged to HRP must be based on actual time worked and requires the same level of supporting documentation whether charged to the grant or claimed as a match. To the extent feasible, volunteer services must be supported by the same methods the organization uses to allocate regular personnel costs. Timesheets that capture time spent on specific programs are the most straightforward way to meet time reporting requirements. However, other approaches may be acceptable if they meet the guidelines established in 2 CFR part 225 for States or units of local government or 2 CFR part 230 for nonprofit organizations. When allocating costs, be aware that when more than one HRP component or other programs are operated from the same office, the recipient would need to carefully document the costs and the rationale used to determine the portion of the costs assigned to each component and/or program.

Finally, the HRP requires that all funds counted as match be contributed to the HRP funding and expended for the recipient's allowable HRP costs and that all other HRP requirements (except for the expenditure limits in 24 CFR 576.100) be met (e.g., documentation requirements, eligibility requirements, and eligible costs). (24 CFR 576.201(c)(1)). As a part of this, the recipient must be sure that the costs comply with all of the requirements in the HRP Interim Rule -- including documentation, HMIS, fair housing, and other federal requirements, to name just a few.

8. Indirect Rate Eligibility Requirements

Summary: HRP recipients can match the portion of their indirect rate attributable to HRP.

Full Explanation: In all cases, HRP funds must be spent for eligible costs and be reasonable and appropriate. HRP funds can be used to pay for some of the indirect costs, but only those attributable to HRP activities. Recipients must find a way to pro-rate the costs that are not 100% allocable to HRP by the component for which the indirect cost is supporting. Good documentation is especially important for materials with mixed-use (e.g., identifying which component is associated with which charges for materials used for work under more than one HRP component).

With regard to allocating indirect costs, including match, when more than one HRP component or other programs are operated from the same office, the subrecipient would need to carefully document the costs and the rationale used to determine the portion of the costs assigned to each component and/or program.

The exact methodology for allocating the indirect costs of office rent across federal grants and on components and activities within a federal grant is at the discretion of the recipient. However, recipients must be able to sufficiently document the rent charged to federal grants and the methodology used, which must be reasonable and justifiable. When allocating costs, keep in mind that while renting office space may fall under administrative costs, it may also be considered an overhead cost. Overhead costs, such as office supplies and rent, directly related to carrying out

activities eligible under an HRP component are eligible costs under that component (see 24 CFR § 576.100(d)). These overhead costs could be eligible either as a direct cost charged to one or more components, depending on the activities delivered by that office, or could be charged as an indirect cost if part of an indirect cost allocation plan.

For guidance on the level of documentation required to show the use of matching funds please review the matching requirements at 24 CFR § 576.201 and the recordkeeping and reporting requirements at 24 CFR § 576.500(o). The records must include the following:

- The particular fiscal year grant for which each matching contribution is counted.
- The matching contribution must be provided after the date that HUD signs the grant agreement and must be expended within the expenditure deadline.
- Document that the matching funds were used per the other federal program's requirements and the requirements that apply to HRP grant funds, except for the expenditure limits in 24 CFR § 576.100. This includes documentation requirements, eligibility requirements, and eligible costs.

END OF EXHIBIT D