

## Grant Agreement Staff Report

**Date:**

**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 Department of Local Affairs 2025 Homeless Resolution Program grant agreement in the amount of \$50,000**

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**Board of County Commissioners' Business Meeting**

**March 24, 2026 @ 1:30 p.m.**

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### **I. EXECUTIVE SUMMARY**

The Colorado Department of Local Affairs (DOLA) has awarded Douglas County \$50,000 in Homeless Resolution Program (HRP) grant funds to provide homeless prevention services. Staff is requesting approval of the 2025 HRP Agreement by the Board of County Commissioners (BCC).

### **II. REQUEST**

Staff requests the BCC approve the 2025 HRP Agreement in the amount of \$50,000.

### **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 HRP is to enhance the continuum of comprehensive, housing-focused solutions throughout the State to end housing instability. In 2024, Douglas County received \$40,000 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 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.

### **IV. DISCUSSION**

Douglas County will continue providing targeted homeless-prevention services to residents at risk of losing their housing through the HSP program. The County will use the awarded HRP funds to help 4-6 families, offering rent assistance and supportive services that address housing instability.

Douglas County has been awarded \$50,000 in 2025 HRP funds to provide homeless prevention services. The budget for the project will be as follows:

<b>Project Budget</b>	
<b>Project Income</b>	
HRP Grant	\$ 50,000
<b>Total</b>	<b>\$ 50,000</b>
<b>Project Expense</b>	
Rent Assistance	\$ 48,000
Supportive Services	\$ 2,000
<b>Total</b>	<b>\$ 50,000</b>

**V. RECOMMENDED ACTION**

The County Attorney’s Office has reviewed the 2025 HRP Agreement and it complies with all State requirements and the County’s procedural guidelines. Staff recommends approval by the BCC of the 2025 HRP Agreement in the amount of \$50,000.

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# State of Colorado Grant Agreement

## Cover Page

<b>State Agency</b> Department of Local Affairs for the benefit of the Division of Housing	<b>Agreement Encumbrance Number</b> H6PEH34817
<b>Grantee</b> Douglas County Government	<b>CMS Number</b> 203175
<b>Grantee UEI</b> N/A State Funds	<b>Agreement Performance Beginning Date</b> The later of the Effective Date or April 1, 2026
<b>Agreement Maximum Amount</b> \$50,000.00	<b>Initial Agreement Expiration Date</b> March 31, 2027
<b>Funding Program:</b> Homelessness Resolution Program (“HRP”)	<b>Fund Expenditure End Date</b> March 31, 2027
<b>Funding Source:</b> State	<b>Assistance Listing Number (ALN):</b> n/a

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

**Agreement Purpose** – To assist agencies that provide Homeless Prevention 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 – Description of Activities
- 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 Work
4. Exhibit A – Applicable Laws
5. Exhibit D – Description of Activities
6. Exhibit E – PII Certification
7. Exhibit G – Sample Option Letter

### Principal Representatives

For the State:  
Tyler Jaeckel, Director  
Division of Housing  
Department of Local Affairs  
1313 Sherman Street, Rm 320  
Denver, CO 80203  
Tyler.Jaeckel@state.co.us

For Grantee:  
Steven Dodrill, Community Programs  
Administrator  
Douglas County Government  
100 Third Street  
Castle Rock, CO, 80104  
SDodrill@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

**DIVISION OF HOUSING**

Contract Reviewer

By: Doug Deboard, County Manager

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

By: Julia Zaffarano, Director, Office of Homeless Initiatives

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

**STATE OF COLORADO**

Jared S. Polis, Governor  
**DEPARTMENT OF LOCAL AFFAIRS**

By: Maria De Cambra, Executive Director

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

**STATE CONTROLLER**

**Robert Jaros, CPA, MBA, JD**

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

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

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

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

**In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated above by the State Controller or an authorized delegate.**

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### 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.

## Term and Effective Date

### 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.

### 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.

### 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.

### 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.

### Early Termination in the Public Interest

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

### Method and Content

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

termination.

#### 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.**

#### 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.

#### Grantee's Termination Under Federal Requirements

[Reserved].

### **Definitions**

The following terms shall be construed and interpreted as follows:

“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.

“Award” [Reserved].

“Breach of Agreement” means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

“Budget” means the budget for the Work described in **Exhibit B, §5.2.**

“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.

“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.

“CORA” means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.

“Default” means a Breach of Agreement that is not cured within 30 days after the delivery of written notice by the aggrieved Party to the other Party.

“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 Page for this Agreement.

“End of Term Extension” means the time period defined in **§2.D**.

“Exhibits” means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

“Extension Term” means the time period defined in **§2.C**.

“Federal Award” [Reserved].

“Federal Awarding Agency” [Reserved].

“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.

“Grant Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

“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.

“Initial Term” means the time period defined in **§2.B**.

“Matching Funds” means the funds provided Grantee as a match required to receive the Grant Funds.

“Party” means the State or Grantee, and “Parties” means both the State and Grantee.

“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.

“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.

“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.

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

### **Statement of Work**

Grantee shall complete the Work or cause the Work to be completed 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.

### **Payments to Grantee**

#### 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.

#### Payment Procedures

##### Invoices and Payment

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.

Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

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.

The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

#### 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.

#### 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.

#### 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.

#### Federal Recovery

[Reserved].

#### 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.

#### 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 §5.2.2 of **Exhibit B**. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and 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).

#### 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 Agreement 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.

### **Reporting - Notification**

#### 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**.

#### 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.

#### 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.

#### Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery or gratuity violations potentially affecting this Agreement. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

### **Grantee Records**

#### 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 Agreement 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 Agreement starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State. 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.

#### 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.

#### Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. 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.

#### 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.

### **Confidential Information-State Records**

#### 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 CJI, 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.

### 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.

### 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.

### 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.

### 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.

## **Conflicts Of Interest**

### 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.

### 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.

### 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.

### 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.

## **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.

### 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.

#### 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:

\$1,000,000 each occurrence;

\$1,000,000 general aggregate;

\$1,000,000 products and completed operations aggregate; and

\$50,000 any one (1) fire.

#### 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.

#### 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:

\$1,000,000 each occurrence; and

\$2,000,000 general aggregate.

#### 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:

\$1,000,000 each occurrence; and

\$1,000,000 general aggregate.

#### 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:

\$1,000,000 each occurrence; and

\$1,000,000 general aggregate.

#### Umbrella Liability Insurance

[Reserved].

#### Property Insurance

[Reserved].

#### Flood Insurance

[Reserved].

#### Builder's Risk Insurance

[Reserved]

#### Pollution Liability Insurance

[Reserved].

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

### **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.

### **Remedies**

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### Remedies Not Involving Termination

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

##### 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.

##### Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

##### 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.

##### 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.

##### 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.

## Collection of Unallowable Costs (2CFR 200.410)

[Reserved].

### 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.

### Grantee's Remedies

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

## Dispute Resolution

### 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.

### 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.

## 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.

## **Rights in Work Product and Other Information**

### Work Product

#### Copyrights

[Reserved].

#### Patents

[Reserved].

### 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.

### 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.

### 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.

## **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.

### Restrictions on Public Benefits

1. 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:

Produce a verification document in accordance with 62 Fed. Reg. 221 (November 17, 1997), pp. 61,363 - 61,371; and,

Execute a Residency Declaration, attached as Form 1, or a substantially similar form as determined by the State.

### General Provisions

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

## 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.

## 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.

## 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.

## 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.

## Jurisdiction and Venue

[Reserved].

## 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.

### 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.

### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### Indemnification

[Reserved].

#### Compliance with State and Federal Law, Regulations, and Executive Orders

[Reserved].

#### Accessibility

Grantee shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.

The State may require Grantee's compliance with the Accessibility Standards for Individuals with a Disability adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

### **COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

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

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

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.

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

1. Laws, regulations, and authoritative guidance applicable to this Agreement may include, without limitation:

2.

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. Emergency Solutions Grants Program, 24 C.F.R. Parts 84, 85, 91 and 576.
5. Equal Pay Act of 1963, 29 U.S.C. 206(d).
6. Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359.
7. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, implementing regulations at 24 CFR Part 8.
8. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.*
9. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, *et seq.*
10. Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, *et seq.*
11. §24-34-301, *et seq.*, C.R.S. (Colorado Civil Rights).
12. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, implementing regulations at 24 CFR Part 135.
13. 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.
14. Davis-Bacon Act, 40 U.S.C. 3141, *et seq.*, implementing regulations at 29 CFR Parts 1, 3, 5, 6, and 7.
15. Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701, *et seq.*, implementing regulations at 29 CFR Part 5.
16. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”), 2 CFR Part 200.
17. Colorado Local Government Audit Law, §29-1-601, *et seq.*, C.R.S.
18. Colorado Housing Act of 1970, §24-32-701, *et seq.*, C.R.S.
19. §24-75-601, *et seq.*, C.R.S. (Funds – Legal Investments).
20. McKinney–Vento Homeless Assistance Act as amended by The Homeless Emergency Assistance and Rapid Transition to Housing HEARTH) Act of 2009.
21. §24-32-705 C.R.S., §§29-32-101 to 106, C.R.S., as amended and Colorado House Bill 23-1304.

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## **Exhibit B, Statement of Work**

**Exhibit C, Reserved**

## **Exhibit D, Description of Activities**

- 1. LIMITATION ON REIMBURSEMENT.** This **Exhibit D** describes all Homelessness Resolution Program (“HRP”) and Youth Housing Stability (“YHS”) (together or separately, the “Program”) activities. Only the eligible uses specifically authorized in §5.2.1 of **Exhibit B** are eligible for reimbursement by DOLA under this Agreement.
- 2. COMPLIANCE.** Grantee shall administer the Project in accordance with the activity descriptions set forth in this **Exhibit D**, DOH policies and procedures for the Program, Applicable Laws listed in **Exhibit A**, applicable regulations, including but not limited to 24 CFR Parts 84, 85, 91, and 576, as well as all related federal, state, and local requirements.
- 3. ACTIVITY DESCRIPTIONS.**
  - 3.1. Emergency Shelter.** Subject to the expenditure limit in §576.100(b), the Program funds may be used to provide essential services to homeless families and individuals in emergency shelters and operate emergency shelters. Pursuant to 24 CFR 576.101(c), if Grantee is a unit of general-purpose local government and is awarded ESG funds, such ESG funds cannot be used to replace funds the local government provided for emergency shelter services during the immediately preceding 12-month period, unless HUD determines that the unit of general purpose is in severe financial deficit.
    - 3.1.1. Essential services.** The Program funds may provide essential services to individuals and families who are in an emergency shelter, as follows:
      - 3.1.1.1. 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:
        - 3.1.1.1.1.** Using the centralized or coordinated assessment system as required under §576.400(d);
        - 3.1.1.1.2.** Conducting the initial evaluation required under §576.401(a), including verifying and documenting eligibility;
        - 3.1.1.1.3.** Counseling;
        - 3.1.1.1.4.** Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
        - 3.1.1.1.5.** Monitoring and evaluating program participant progress;
        - 3.1.1.1.6.** Providing information and referrals to other providers;
        - 3.1.1.1.7.** Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and
        - 3.1.1.1.8.** Developing an individualized housing and service plan, including planning a path to permanent housing stability.

- 3.1.1.2. 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 childcare center must hold a license from the jurisdiction in which it operates for its costs to be eligible.
- 3.1.1.3. 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.
- 3.1.1.4. 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.
- 3.1.1.5. Outpatient health services.** Eligible costs are for licensed medical professionals' direct outpatient treatment or services of medical conditions. The Program 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.

- 3.1.1.6. 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. The Program 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 program participant 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.
- 3.1.1.7. 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.
- 3.1.1.8. Mental health services.** Eligible costs are the direct outpatient treatment by licensed professionals for mental health conditions. The Program 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.

**3.1.1.9. 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. The Program 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 the program participant 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.

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

**3.1.1.10.1.** The cost of a program participant's travel on public transportation;

**3.1.1.10.2.** If service workers use their vehicles, mileage allowance for service workers to visit program participants;

**3.1.1.10.3.** 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

**3.1.1.10.4.** The travel costs of Grantee or Subgrantee staff to accompany or assist program participants to use public transportation.

**3.1.1.11. Services for special populations.** The Program 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 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.

**3.1.2. Renovation.** [Reserved].

**3.1.3. 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.

**3.1.4. Staff-to-Participant Ratio.** Staffing best practices include maintaining a staff-to-program participant ratio of no less than one case manager for every 20-to-30 households (i.e., a 1:20 through 1:30 case management ratio).

**3.2. Street Outreach.** Subject to the expenditure limit in §576.100(b), the Program 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. Pursuant to 24 CFR 576.101(c), if Grantee is a unit of general-purpose local government and is awarded ESG funds, such ESG funds cannot be used to replace funds the local government provided for street outreach services during the immediately preceding 12-month period, unless HUD determines that the unit of general purpose is in severe financial deficit. The eligible costs and requirements for essential services consist of:

**3.2.1. 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.

**3.2.2. 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.

**3.2.3. 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. The Program 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.

- 3.2.4. 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. The Program 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.
- 3.2.5. 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:
- 3.2.5.1.** The cost of a program participant's travel on public transportation;
  - 3.2.5.2.** If service workers use their vehicles, mileage allowance for service workers to visit program participants;
  - 3.2.5.3.** 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
  - 3.2.5.4.** The travel costs of Grantee or Subgrantee staff to accompany or assist program participants to use public transportation.
- 3.2.6. Services for special populations.** The Program 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 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.

**3.3. Rapid Re-Housing.** The Program 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.

**3.3.1. 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.

**3.3.2. Financial assistance costs.** The Program funds may be used to pay housing owners, utility companies, and other third parties for the following costs:

**3.3.2.1. Rental application fees.** The Program funds may pay for the rental housing application fee that is charged by the owner to all applicants.

**3.3.2.2. Security and utility deposits.** The Program 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.

**3.3.2.3. Last month's rent.** If necessary to obtain housing for a program participant, the last month's rent may be paid from the Program 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 24 months during any 3-year period.

**3.3.2.4. Utility payments.** The Program funds may be used for up to 24 months of utility assistance within a 3-year period for each program participant, including up to 6 months of utility payments in arrears, provided that the program participant or a member of the household has an account in their name with the utility company or documentation demonstrating responsibility for the utility payments.

**3.3.2.5. Moving cost assistance.** The Program funds may be used for reasonable moving costs, such as truck rental, hiring a moving company, or short-term storage fees. Storage fees are limited to a maximum of 3 months or until the program participant is in housing, whichever comes first.

**3.3.3. Services costs.** The Program funds may be used to pay the costs of providing the following services:

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

**3.3.3.1.1.** Assessment of housing barriers, needs, and preferences;

**3.3.3.1.2.** Development of an action plan for locating housing;

**3.3.3.1.3.** Housing search;

**3.3.3.1.4.** Outreach to and negotiation with owners;

**3.3.3.1.5.** Assistance with submitting rental applications and understanding leases;

**3.3.3.1.6.** Assessment of housing for compliance with the Program requirements for habitability, lead-based paint, and rent reasonableness;

**3.3.3.1.7.** Assistance with obtaining utilities and making moving arrangements; and

**3.3.3.1.8.** Tenant counseling

**3.3.3.2. Housing stability case management.** The Program 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:

**3.3.3.2.1.** 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;

**3.3.3.2.2.** 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;

**3.3.3.2.3.** Counseling;

**3.3.3.2.4.** Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;



**3.4. Homelessness Prevention.** The Program 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.

**3.4.1. 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.

**3.4.2. Financial assistance costs.** The Program funds may be used to pay housing owners, utility companies, and other third parties for the following costs:

**3.4.2.1. Rental application fees.** The Program funds may pay for the rental housing application fee that is charged by the owner to all applicants.

**3.4.2.2. Security and utility deposits.** The Program 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.

**3.4.2.3. Last month's rent.** If necessary to obtain housing for a program participant, the last month's rent may be paid from the Program 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 24 months during any 3-year period.

**3.4.2.4. Utility payments.** The Program funds may be used for up to 24 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 the program participant's household has an account in the program participant's name with the utility company or proof of responsibility to make utility payments, such as cancelled checks or receipts in the program participant's name from the utility company.

**3.4.2.5. Moving cost assistance.** The Program funds may be used for reasonable moving costs, such as truck rental, hiring a moving company, or short-term storage fees. Storage fees are limited to a maximum of 3 months or until the program participant is in housing, whichever comes first.

**3.4.3. Services costs.** The Program funds may be used to pay the costs of providing the following services:

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

**3.4.3.1.1.** Assessment of housing barriers, needs, and preferences;

**3.4.3.1.2.** Development of an action plan for locating housing;

**3.4.3.1.3.** Housing search;

**3.4.3.1.4.** Outreach to and negotiation with owners;

**3.4.3.1.5.** Assistance with submitting rental applications and understanding leases;

**3.4.3.1.6.** Assessment of housing for compliance with the Program requirements for habitability, lead-based paint, and rent reasonableness;

**3.4.3.1.7.** Assistance with obtaining utilities and making moving arrangements; and

**3.4.3.1.8.** Tenant counseling

**3.4.3.2. Housing stability case management.** The Program 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:

**3.4.3.2.1.** 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;

- 3.4.3.2.2. 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;
  - 3.4.3.2.3. Counseling;
  - 3.4.3.2.4. Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
  - 3.4.3.2.5. Monitoring and evaluating program participant progress;
  - 3.4.3.2.6. Providing information and referrals to other providers;
  - 3.4.3.2.7. Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
  - 3.4.3.2.8. Conducting re-evaluations required under §576.401(b).
- 3.4.3.3. 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.
- 3.4.3.4. 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.
- 3.4.3.5. 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.
- 3.4.3.6. Re-evaluation.** 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.
- 3.4.4. Staff-to-Participant Ratio.** Staffing best practices include maintaining a staff-to-participant ratio of no less than one case manager for every 20-to-30 households (i.e., a 1:20 through 1:30 case management ratio).

**3.5. Bridge Housing.** “Bridge Housing” is temporary housing for those who have been matched with a permanent housing resource to safely reside while waiting to move into 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. It is designed to provide housing-focused supportive services that support a timely and successful transition into permanent housing. Eligible Activities include

**3.5.1. Supportive service costs.** Supportive services in Bridge Housing are designed to help program participants resolve barriers and prepare for permanent housing. Allowable activities include:

**3.5.1.1.** Housing search and placement assistance

**3.5.1.2.** Housing stability case management and service coordination

**3.5.1.3.** Legal services needed to resolve housing-related barriers

**3.5.1.4.** Referrals and coordination with physical and behavioral health care provider

**3.5.1.5.** Childcare, transportation, and other logistics that support housing placement

**3.5.1.6.** Connection to educational, vocational, and employment services

**3.5.1.7.** Peer support and mentorship opportunities, including staffing with individuals with lived experience

**3.5.1.8.** Linkages to recovery care, residential treatment, or other stabilizing community resources

**3.5.2. Temporary financial assistance.** Funds may be used for operating and program participant-related costs necessary to maintain a safe housing environment. Allowable uses include:

**3.5.2.1.** Motel/hotel voucher costs (if part of the model and not master leased) when tied to a housing plan and supportive services.

**3.5.2.2.** Transportation

**3.5.2.3.** Utility deposits, security deposits (up to 2 months), first and last month’s rent, moving costs assistance (e.g., truck rental, moving company fees)

**3.5.2.4.** Master-leased motel rooms or a Bridge Housing site (rent, utilities, supplies, security)

**3.5.3. Staff-to-Participant Ratio.** Staffing best practices include maintaining a staff-to-participant ratio of no less than one case manager for every 15 households (i.e., a 1:15 case management ratio).

### **3.6. Homeless Management Information System - Data Collection and Evaluation.**

**3.6.1. Data collection.** Reporting for the Program will be conducted using the Colorado Homeless Management Information System (“HMIS”) or a comparable program participant-level database for Victim Service Providers (“VSP”). The DOH VSP database is called “Vela” (<https://www.veladirect.com/about-us/>). Therefore, reasonable and appropriate costs associated with operating HMIS or Vela for collecting and reporting data required under the Program and analyzing patterns of use of the Program funds are eligible. For entities funded solely for HMIS or data collection, Program funds may only be used for system support, reporting, and technical assistance and may not be used for direct financial assistance or household-level services.

**3.6.2. Eligible costs.** Eligible costs include (a) the purchase or leasing of computer hardware, (b) purchase of software or software licenses, (c) purchase or leasing equipment, including telephones, faxes, and furniture, and (d) staffing associated with operating HMIS or Vela 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, and implementing and complying with HMIS requirements.

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

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

**3.6.5. Evaluation.** [Reserved].

**3.7. Administration.** The Program funds may be used for the costs of overall program management, coordination, monitoring, and evaluation. These costs include, but are not limited to, necessary expenditures for the following:

**3.7.1.** 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:

**3.7.1.1.** Preparing program budgets and schedules and amendments to those budgets and schedules;

**3.7.1.2.** Developing systems for assuring compliance with program requirements;

- 3.7.1.3. Developing interagency agreements and agreements with Subgrantees and contractors to carry out program activities;
  - 3.7.1.4. Monitoring program activities for progress and compliance with program requirements;
  - 3.7.1.5. Preparing reports and other documents directly related to the program for submission to HUD, if applicable;
  - 3.7.1.6. Coordinating the resolution of audit and monitoring findings;
  - 3.7.1.7. Evaluating program results against stated objectives; and
  - 3.7.1.8. Managing or supervising persons whose primary responsibilities concerning the program include such assignments as those described in this §3.7.
- 3.7.2. Travel costs incurred for monitoring of Subgrantees;
  - 3.7.3. Administrative services performed under third-party contracts or agreements, including general legal, accounting, and audit services; and
  - 3.7.4. 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
  - 3.7.5. 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 **Exhibit D**.
- 3.8. Formerly Incarcerated People (“FIP”) Set-Aside.** The Formerly Incarcerated People (“FIP”) Set-Aside is supported by a combination of state and federal funding sources, including Proposition 123 - Persons Experiencing Homelessness (“PEH”), Department of Corrections (“DOC”) Interagency Agreements, and Long Bill appropriations. This dedicated funding stream is designed to support specialized housing interventions for individuals exiting incarceration who are experiencing homelessness or housing instability. Under this activity, eligible activities include both FIP Bridge Housing, a short-term intervention providing immediate shelter while permanent housing is secured, and FIP Rapid Re-Housing, which offers rental assistance and housing stabilization services to promote long-term housing success. Grantees may receive FIP funding in conjunction with general Program funds.

- 3.8.1. Target population.** The FIP Set-Aside is intended to serve individuals with recent or current justice involvement who are at risk of or currently experiencing homelessness. Eligible households must include individuals who are either currently incarcerated with a housing plan actively in development, or who have exited incarceration within the past 24 months. In addition to justice involvement, this assistance must be provided to program participants who meet the criteria under paragraph (1) of the “homeless” definition in 24 CFR 576.2 or the criteria under the “at risk of homelessness” definition at the time of enrollment.
- 3.8.2. Required program and service standards.** Successful implementation of the FIP Set-Aside requires strong coordination with DOC and established reentry partners. At least 75% of FIP-funded program participants must be referred through DOC or its designated partners, such as parole officers, DOC housing specialists, or community-based justice navigation providers. Grantees are expected to maintain ongoing communication with these partners to ensure effective housing transitions and continuity of care for justice-involved individuals.
- 3.8.3. Budget and cost guidelines allowable expenses.** FIP Set-Aside funding under the Program may be used to support eligible activities under Bridge Housing and Rapid Re-Housing interventions targeted to formerly incarcerated individuals. Funding may cover both program participant-level financial assistance and supportive services necessary to secure and sustain permanent housing. Refer to allowable expenses in §3.5 Bridge Housing and §3.3 Rapid Re-Housing.
- 3.9. Duplication of other resources.** The Program 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 expenses available through other programs are not eligible. Case managers should work to link program participants to these other resources.
- 3.10. 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.
- 3.11. Other activities.** The Program funds may not pay for the following items: credit card bills or other consumer debt; entertainment activities; cash assistance to program participants; and any activities identified as ineligible or prohibited in the DOH Program policies and procedures. Training for case managers and program administrators is an eligible administrative cost as long as it is directly related to Program operations through this Agreement. Programs may not charge fees to the program participants. Any Program 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.

**3.12. Serving Persons Experiencing Homelessness Program Area (“PEH”).** Where not otherwise specified, PEH-funded activities shall align with ESG requirements under 24 CFR Part 576.

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**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

**A. State Agency**

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

**Existing CMS Numbers**

B. 000000, 000000 (A1), 000000 (OL1)

**(Previous) Agreement Maximum Amount**

C. \$0,000,000.00

**(Previous) Initial Agreement Expiration Date**

D. \$0,000,000.00

**(Previous) Fund Expenditure End Date**

E. Month XX, 2024

**F. Grantee**

[Name]  
**Encumbrance #**

HxAAA00000

**New CMS #**

G. 000000

**(New) Agreement Maximum Amount**

H. \$ (No change)

**(New) Initial Agreement Expiration Date**

I. \$ (No change)

**(New) Fund Expenditure End Date**

Month XX, 2024 (No change)

3. **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.

**4. 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 Options 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:

**J. 5.2 Project Budget**

Eligible Activity	Amount
[Activity]	
[Activity]	
<b>Total</b>	<b>\$ 0.00</b>

- 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:

**K. 6.1 Payment Schedule**

Payment	Amount	
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.
<b>Total</b>	<b>\$0.00</b>	

- 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:

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

M. Milestone	N. Date
O. [Milestone]	P. [Date]
Q. [Milestone]	R. [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:

S. **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:

T. **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:

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

V. [Grantee Name]

W. [Street Address]

X. [City, State Zip Code]

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**SIGNATURE PAGE**

**STATE OF COLORADO**

Governor

**DEPARTMENT OF LOCAL AFFAIRS**

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

\_\_\_\_\_

By: Controller Delegate

Date: \_\_

**EXHIBIT B**  
**STATEMENT OF WORK**

**1. GENERAL.**

- 1.1 Project Description.** Grantee is being provided with Grant Funds to administer the [Homelessness Resolution Program \(“HRP”\)](#) program (“the Program”) in accordance with this Agreement (“the Project”). The Program is the first step in a continuum of assistance designed to prevent homelessness and support individuals and families who are experiencing or at risk of homelessness in moving toward permanent housing. The Program aims to resolve homelessness by connecting individuals and families to appropriate resources with minimal barriers; increasing both the number and quality of housing resources; operating emergency shelter facilities, with a priority for shelters that are low-barrier and housing-focused; and providing essential social services to people living outdoors, in emergency shelters, at risk of homelessness, or in rental assistance programs. Grantee shall use Grant Funds to serve approximately [seven \(7\)](#) households through the Project.
- 1.2 Preference.** [Reserved].
- 1.3 Service Area.** Performance of services for this Agreement shall occur in [Douglas County](#) in the State of Colorado. For projects providing direct services to households, Grantee may serve eligible households outside of the service area who are referred through the approved referral pathway.
- 1.4 Grantee’s Obligations.**
- 1.4.1** Grantee shall comply with the Description of Activities as provided in **Exhibit D**, administer this Agreement, and provide required documentation to the State as specified herein.
- 1.4.2** Grantee shall enter into a written agreement(s), the content of which meets DOLA’s requirements, with the following individuals or entities prior to disbursing any funds:
- 1.4.2.1** All Subcontractors engaged by Grantee to aid in the performance of the Work.
- 1.4.3** Grantee’s rights and obligations under this **Exhibit B** are personal and may not be transferred or assigned without the prior, written consent of DOH. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee’s rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- 1.5 Time of Performance.** Grantee shall commence performance of its obligations on the Agreement Performance Beginning Date and complete its obligations on or before the Initial Agreement Expiration Date, both of which are listed on the Cover Page of the Grant Agreement. Time of Performance may be extended in accordance with **§2C**, **§2D**, or **§18K** of the Grant Agreement. To initiate the extension process, Grantee shall submit a written request to DOH Program Manager at least 60 days prior to the Initial Agreement Expiration Date, and shall include a full justification for the extension request.

**2. DEFINITIONS.**

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

- 2.1 Beneficiaries.** “Beneficiaries” means the persons and/or households who are the end users that benefit from the Project.
- 2.2 Comparable Database.** “Comparable Database” means a database that meets all Homeless Management Information Systems (“HMIS”) data standards and the minimum standards of HMIS privacy and security requirements, including the HUD’s most recent reporting standards. If a recipient or subrecipient is a victim service provider (i.e., a non-profit organization whose primary mission is to provide services to survivors of domestic violence, dating violence, sexual assault, or stalking), it is prohibited from entering client-level data into an HMIS and must instead enter data into a comparable database. Legal service providers, who can document that entering client-level data would violate attorney-client privilege, may be permitted to use a comparable database. In Colorado, the selected comparable database that all DOH subrecipients who are victim service providers must use is “Vela.”
- 2.3 Continuum of Care (“CoC”).** “Continuum of Care (“CoC”)” means a HUD-designated region organized to coordinate homelessness services and strategies within a defined geographic area, as outlined in the CoC Program Interim Rule. CoCs are composed of representatives from relevant organizations, such as nonprofit homeless service providers, government agencies, housing authorities, healthcare and education systems, advocates, individuals with lived experience of homelessness, and others. Colorado has four CoCs: Balance of State CoC includes 54 rural and non-metro counties, Metro Denver CoC includes seven counties in the metro Denver area, Northern Colorado CoC includes Larimer and Weld counties, and Pikes Peak CoC includes El Paso County.
- 2.4 Coordinated Entry System (“CES”).** “Coordinated Entry System” means a region-wide, person-centered process that identifies, assesses, and connects people to housing and services. CES aims to match people to the most appropriate level of services and housing intervention as effectively and efficiently as possible. Each CoC operates its region’s CES. CES is commonly referred to as Coordinated Entry, Coordinated Assessment System, Coordinated Assessment and Housing Placement System (“CAHPS”), Centralized Entry, or Assessment System.
- 2.5 DOC.** “DOC” means the acronym used for the Colorado Department of Corrections.
- 2.6 ESG.** “ESG” means the acronym used for HUD’s Emergency Solutions Grants Program.
- 2.7 Formerly Incarcerated People (“FIP”).** “Formerly Incarcerated People (“FIP”)” means individuals who are currently incarcerated or have experienced incarceration within the past two years.
- 2.8 Habitability.** “Habitability” means the condition of a housing unit or facility being habitable, as determined by whether it meets minimum standards such as safety, sanitation, and privacy. In HUD-assisted programs, habitability is evaluated based on the applicable Shelter and Housing Standards.
- 2.9 Homeless Management Information System (“HMIS”).** “Homeless Management Information System (“HMIS”)” means the information system designated by CoC to comply with HUD data collection, management, and reporting standards and used to collect client-level

data and data on the provision of housing and services to individuals and families experiencing or at-risk of homelessness.

- 2.10 Household.** "Household" means a single individual or group of persons who present together and live in the same dwelling. If the persons are not housed, then Household means persons who would live together in one dwelling if housed.
- 2.11 Housing Focused with Services.** "Housing Focused with Services" means an approach that prioritizes rapid placement and stabilization in housing for people experiencing homelessness, thus ending their homelessness. It is guided by the understanding that people need basic necessities, such as food, a place to live, and safety, in order to pursue personal goals and improved quality of life.
- 2.12 HUD.** "HUD" means the acronym used for the U.S. Department of Housing and Urban Development.
- 2.13 Lived Experience.** "Lived Experience" means current or past experience with homelessness and/or related systems, such as housing, behavioral health, and social services. People with lived experience have first-hand knowledge of how these systems operate and can affect individuals. Their perspectives provide valuable insights and expertise to shape and improve policies, programs, and systems.
- 2.14 Motivational Interviewing ("MI").** "Motivational Interviewing ("MI")" means a collaborative, person-centered form of guiding designed to elicit and strengthen an individual's motivation for change by exploring and resolving ambivalence. MI is considered an evidence-based practice with demonstrated success.
- 2.15 PEH.** "PEH" means the acronym used for the Serving Persons Experiencing Homelessness program area established under the Colorado State Affordable Housing Support fund pursuant to Proposition 123.
- 2.16 Pre-Agreement Costs.** "Pre-Agreement Costs" means costs incurred prior to the Effective Date of this Agreement that are eligible for payment with Grant Funds. Pre-Agreement costs are allowed only to the extent such costs are authorized and specifically identified in this **Exhibit B**.
- 2.17 Shelter and Housing Standards.** "Shelter and Housing Standards" means the minimum standards established by HUD for HUD-assisted programs. HUD regulations establish standards for emergency shelters that use funds for conversion, major rehabilitation, other renovations, or shelter operations assistance, and standards for permanent housing programs, such as rapid re-housing, homelessness prevention, and permanent supportive housing. Program regulations specify minimum shelter and housing standards for each program and program component.
- 2.18 Trauma-Informed Care.** "Trauma-Informed Care" means an approach to the delivery of behavioral health and case management services that includes an understanding of trauma and an awareness of the impact it can have across settings, services, and populations. It involves viewing trauma through a cultural lens and recognizes that context plays a significant role in how individuals perceive and process traumatic events. A trauma-informed approach realizes

the widespread impact of trauma; understands potential paths for healing; integrates knowledge of trauma into policies and practices; and seeks to actively prevent re-traumatization.

### 3. DELIVERABLES.

**3.1 Outcome.** Project Completion in accordance with the Agreement Authority appearing on the Cover Page in the main Grant Agreement, the Grantee’s application, the administrative and performance measures set forth below, and other terms and conditions of this Grant Agreement.

**3.2 Administrative Measures.** Grantee shall comply with the following milestones and target dates, unless otherwise determined by DOH:

Milestone/Grantee Shall:	Target Date:
Submit certificate of insurance	Per main Grant Agreement §10L
Draw down at least 25% of Grant Funds	By 25% of grant term completion
Draw down at least 50% of Grant Funds	By 50% of grant term completion
Draw down at least 75% of Grant Funds	By 75% of grant term completion
Submit Reporting	Per §7.3
Submit requests for reimbursement	Per §6.1

**3.3 Performance Measures.** Grantee shall comply with the following milestones and target dates, unless otherwise determined by DOH:

Milestone/Grantee Shall:	Target Date:
Serve the requisite number of households, per §1.1, at minimum	Agreement Expiration Date

### 4. KEY PERSONNEL.

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

[Steven Dodrill, Community Programs Administrator](#)  
[100 Third Street](#)  
[Castle Rock, CO 80104](#)  
[Email: sdodrill@douglas.co.us](mailto:sdodrill@douglas.co.us)

**4.2 DOH Contact.** [Holly Lemasurier, holly.lemasurier@state.co.us](mailto:holly.lemasurier@state.co.us)

**4.3 Replacement Personnel.** If any Grantee Key Personnel cease to serve, Grantee shall immediately notify DOH of such event in writing. Replacement of Grantee Key Personnel shall be subject to DOH approval. Requests to replace Grantee Key Personnel shall be made in writing and shall include, without limitation, the name of the person, their qualifications, and the effective date of the proposed change. Notices sent pursuant to this subsection shall be sent in accordance with §14 of the main body of the Agreement, with a copy to DOH Program Manager. Anytime Grantee Key Personnel cease to serve, the State, at its sole discretion, may direct Grantee to suspend work on the Project until such time as the Grantee proposes a replacement and such replacement is approved by DOH.

**5. FUNDING.**

The amount of funding provided by the State is limited to the Agreement Maximum Amount shown on the Cover Page of the Grant Agreement and is shown in the table in §5.2.1 as “Grant Funds (DOLA)”. The amount of Grant Funds (DOLA) may be reduced if Grantee fails to comply with the Deliverables in §3. The Grant Funds shall be used for activities shown in the table in §5.2.1.

**5.1 Other Funds.** Grantee shall provide all funds necessary to complete the Project.

**5.2 Project Budget.**

Source	Amount
Grant Funds (DOLA)	\$50,000
<b>Total Sources</b>	<b>\$50,000</b>

**5.2.1 Grant Funds (DOLA).** Costs eligible for payment with DOLA Grant Funds are limited to the items and amounts listed in the table below (subject to any line items adjustments made pursuant to §5.4.1). Descriptions of eligible uses appear in the Description of Activities in **Exhibit D**. Costs incurred after the Fund Expenditure End Date on the Cover Page of the main Grant Agreement will not be reimbursed.

Eligible Use	State PEH Funds	Amount
Homelessness Prevention	\$50,000	\$50,000
<b>Total</b>	<b>\$50,000</b>	<b>\$50,000</b>

**5.2.2 Reserved.**

**5.3 Matching Funds.** [Reserved].

**5.4 Project Budget Line Item Adjustments.**

**5.4.1** If the table in §5.2.1 lists more than one Eligible Use, line items may be adjusted up to an aggregate of 10% of the line item from which funds are being moved upon prior written approval of DOH. Increases to administrative line items (e.g., development fees, administration, administrative costs, project delivery) will not be approved.

**5.4.2** Changes to individual line item amounts in excess of 10% require prior written approval of the DOLA Controller. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request, and any necessary documentation. If the State approves such request, the State may unilaterally execute an Option Letter accepting such request pursuant to §18K of the Grant Agreement.

**5.5 Recapture.** If Grantee fails to use payments for the use indicated in the payment request and any related documentation, or uses payments in a manner that is not consistent with the approved uses under the agreement, Grantee shall notify DOLA in writing within fifteen (15) business days. Grantee shall repay the funds to DOLA within fifteen (15) business days of such notification or DOLA’s request for repayment, as applicable.

**6. PAYMENT.**

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

**6.1 Payment Schedule.** Grantee shall draw down at least 25% of total Grant Funds by 25% of the grant term, 50% of total Grant Funds by 50% of the grant term, and 75% of total Grant Funds by 75% of the grant term. If Grantee fails to draw down Grant Funds in accordance with this schedule, DOH may, in its sole discretion, deobligate the remaining funds.

Grantee shall submit all payment requests in a timely manner. Unless otherwise agreed to by DOH, Grantee shall submit payment requests once per month, on or before the 20th of each month, in such manner as DOH directs. DOH may request the Grantee to submit payment requests for the months of May and June earlier than the 20<sup>th</sup> in order to complete closeout of the state fiscal year in a timely manner. Eligible expenses incurred by Grantee during any calendar month shall be included in the following month’s pay request. DOH shall review the pay request and, if approved, shall submit the pay request to DOLA accounting for its review, approval and payment.

Payment	Amount	
All Payments	Up to total	Paid upon DOLA’s receipt and approval of a written request for payment and expense documentation of eligible costs, Beneficiary data and all required reports.
<b>Total</b>	<b>\$50,000</b>	

**6.1.1. Advance Payment.** [Reserved].

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

Douglas County Government  
 100 Third Street  
 Castle Rock, CO 80104

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

**6.4 Withholding of Payments.** In addition to any other rights that the State has with respect to enforcement of this Agreement, DOH may, at its discretion, withhold its approval of payment requests submitted by Grantee pursuant to §6.1 pending Grantee’s submission and DOH’s review and approval of any reporting required pursuant to the terms of the main body of the Grant Agreement or this **Exhibit B**.

**7. ADMINISTRATIVE REQUIREMENTS.**

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

**7.1 Accounting.** Grantee shall maintain segregated accounts of Grant Funds and Other Funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget in §5.2 above.

**7.2 Audit Report.** If an audit is performed on Grantee’s records for any fiscal year covering a portion of the term of this Agreement or any other grants/contracts with DOLA, Grantee shall submit the final audit report, including a report in accordance with the Single Audit Act and 2 CFR 200.500 et seq., to:

Department of Local Affairs

Accounting & Financial Services  
1313 Sherman Street, Room 323  
Denver, CO 80203, or  
email to: [dola.audit@state.co.us](mailto:dola.audit@state.co.us), and [holly.lemasurier@state.co.us](mailto:holly.lemasurier@state.co.us)

**7.2.1** If Grantee expends \$1,000,000 or more in federal funds during Grantee's fiscal year, Grantee shall comply with the audit requirements in 2 CFR Part 200, Subpart F.

**7.3 Reporting.** In addition to all reporting required pursuant to the terms of the main Agreement, Grantee shall submit to DOLA the reports listed below in a format acceptable to the State. If such reports are not submitted in a timely manner, the State may withhold payments to Grantee as provided in §6 of this **Exhibit B**.

**7.3.1 Quarterly Performance Report.** Within twenty (20) calendar days of the end of each quarter, Grantee shall submit the Quarterly Performance Report.

**7.3.2 Annual Performance Report.** Within twenty (20) calendar days of the original Initial Agreement Expiration Date appearing on the Cover Page of the Agreement and annually thereafter, Grantee shall submit an Annual Performance Report, in such form and substance as DOH directs. If the grant term is shorter than twelve months, Grantee shall submit such Annual Performance Report within twenty (20) calendar days of the Agreement Expiration Date.

**7.3.3 Project Completion Report.** Within thirty (30) calendar days of the Initial Agreement Expiration Date appearing on the Cover Page of the Agreement, Grantee shall submit a Project Completion Report in such form and substance as DOLA directs. If Grantee does not utilize all of the Grant Funds, Grantee shall provide a deobligation letter.

**7.3.4 Program Income Report.** If the Project generates program income, Grantee shall submit program income reports at least semi-annually or more frequently if required by the State. These reports shall be submitted in accordance with the reporting requirements in the DOH Program policies and procedures. This paragraph shall survive expiration and/or termination of this Agreement for as long as the Grantee receives program income.

**7.3.5 Other Required Reports.** Grantee shall complete any additional reporting that is or may be required by state, federal, or applicable funding sources in connection with the Project.

**7.4 Monitoring.** The State shall monitor this Agreement in accordance with its Risk-Based Monitoring Policy and §§7B and C of the Grant Agreement.

## **8. PROJECT REQUIREMENTS.**

**8.1 Evaluation and Research Data.** Grantee shall provide Project data upon request by DOH. If Grantee conducts or participates in any evaluation or research activities related to the Project, Grantee shall provide to DOH all data, results, and supporting documentation. The requirements of this provision shall survive the termination of the Agreement.

**8.2 Grantee Database Access.** Grantee personnel may require access to DOH, HUD, or other State or federal systems to perform obligations under this Agreement. Upon execution of the Agreement, Grantee shall notify DOH of all personnel requiring such access and shall comply with all applicable system rules, regulations, and security requirements. If any authorized

personnel cease to be employed by Grantee or are no longer working on the Project, Grantee shall notify DOH in writing within 72 hours of such event.

- 8.3 Collaboration.** Grantee shall work collaboratively with community-based partners and referral sources as necessary to ensure that all households served acquire and maintain housing as efficiently as possible. Grantee shall attend Project-related meetings and trainings as requested by DOH.
- 8.4 Referral Pathways.** Grantee shall adhere to the referral process outlined in the DOH Program policies and procedures. If the referral pathway includes the local Coordinated Entry System, Grantee shall participate in Coordinated Entry, including utilizing Coordinated Entry for housing referrals and placements.
- 8.5 Homeless Management Information System (“HMIS”) and Comparable Database.** Grantee shall participate in the HMIS established by the CoC for the geographic area. Grantee shall comply with all applicable U.S. HUD rules and regulations governing HMIS, including the use of an HMIS comparable database where required. Grantee shall adhere to the current HUD HMIS Data Standards, all CoC and HMIS Lead Agency policies and procedures related to compliance, data security, privacy, and data quality, and any other applicable requirements issued by the HMIS Lead Agency, CoC, or DOLA. HMIS training, resources, and forms are available through the Colorado HMIS Help Desk. DOLA reserves the following rights:
  - 8.5.1** To request the Consolidated Annual Performance Evaluation Report (“CAPER”), Annual Performance Report (“APR”), custom HMIS reports and dashboards, and any other HMIS reports during the Project’s operating year. CAPERs and APRs are subject to monitoring to track annual Project goals and outcomes per HUD and CoC requirements. Grantee’s data may be consolidated with other recipient and subrecipient data to fulfill HUD and DOLA reporting requirements. Grantee shall provide HMIS reports as required or requested by the HMIS Lead Agency, the CoC, or DOLA.
  - 8.5.2** To request data quality reports from Colorado HMIS for the Grantee’s project(s) under the Program.
  - 8.5.3** To participate in on-site HMIS audits.
  - 8.5.4** To request data timeliness tests from HMIS for the Grantee’s project(s) under the Program.
  - 8.5.5** 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 CoC.
- 8.6 Policies and Procedures.** Grantee shall administer the Project in accordance with the DOH policies and procedures for the Program. In addition, Grantee shall develop and maintain

written policies and procedures governing Project implementation and grant administration that are consistent with Program policies and procedures.

- 8.7 Program Compliance.** Grantee shall comply with the Description of Activities as provided in **Exhibit D**.
- 8.8 Service Provision Standards.** Grantee shall administer the Project in a manner consistent with the following standards:
- 8.8.1 Experience.** Grantee staff should have relevant professional accreditations, education, and/or experience to implement both holistic and housing-focused services. Staff should be community-based and multi-disciplinary when possible.
- 8.8.2 Program Approaches.** Grantee shall implement the Project using best practices described herein, including housing focused with services, motivational interviewing, and trauma-informed care. Other services and treatment models may be coordinated with or incorporated into the programming based on the individuals served. All program delivery should be guided by culturally attuned approaches, with an emphasis on building individuals' strengths and resources in the community. The design and delivery of all programming should be tailored to meet the needs of the intended population(s) and households served.
- 8.8.3 Service Participation.** Services shall be offered to participants based on their self-identified goals and preferences. Grantee staff shall creatively engage participants to promote service participation, including conducting outreach multiple times and in multiple settings.
- 8.8.4 Staff-to-Participant Ratio for Services.** Grantee shall have a staff-to-participant ratio aligned with Grantee's proposed staffing plan and best practice staff-to-participant ratios as described in **Exhibit D**.
- 8.8.5 Minimum Services Amount Per Household.** [Reserved].
- 8.9 Shelter and Housing Standards.** Temporary housing units, shelter facilities, and permanent housing units must meet minimum standards as required by the Program regulations and policies and procedures. Grantee shall maintain documentation of meeting all minimum standards, including documentation of required inspections in the participant file, if applicable.
- 8.10 Special Activities and Flexibilities.** [Reserved].

**END OF EXHIBIT B**