

**RECIPIENT SERVICE AGREEMENT  
COMPETITIVE PROCESS: HUMAN SERVICE CATEGORY  
HUMAN SERVICE PROGRAM FUNDING**

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

**PART A. – Agreement Information**

**Parties:** City of Fort Collins, a Colorado municipal corporation (“City”) and \_\_\_\_\_, a Colorado nonprofit corporation (“Recipient”)

**City’s Address:**

Human Services Program  
Social Sustainability Department  
City of Fort Collins  
PO Box 580 (222 Laporte Ave, 80521)  
Fort Collins, CO 80522-0580

**Recipient’s Address:**

Executive Director  
Organization Name  
Address  
City, State, Zip

**Term of Agreement:** October 1, 20\_\_ through September 30, 20\_\_ (“Term”)

**Funded Amount:** \$\_\_\_\_\_ (“Grant”)

**Description of Recipient’s Scope of Services** (the “Project”):

**A. General Statement**

SINGLE SENTENCE SUMMARIZING HIGH LEVEL DESCRIPTION OF WHAT THE ORGANIZATION WILL DO. The services provided will be in accordance with ORGANIZATION’s Spring 2024 Competitive Process proposal (Exhibit B), and as approved by City Council on June 18, 2024.

**B. Recipient Shall:**

**Work to attain the following goals for the Project:**

Recipient plans to serve approximately \_\_\_ unduplicated Fort Collins resident clients over the course of this 12-month contract: \_\_\_ clients at the 0-80% AMI level; and \_\_\_ clients at or above the 81% AMI level **OR** Presumed Benefit (category: \_\_\_\_\_).

The City expects the Recipient to make measurable progress towards the following programmatic outcome targets:

- [Description of specific programming goals – from grant application]
- [Description of specific programming goals – from grant application]

Recipient will use the Grant to assist with [description of how funds will be spent]. \*Actual hours worked. Vacation time, sick time or other leave not eligible.

**Type of Project:** Human Service

**Project Location:** \_\_\_\_\_, Fort Collins, CO 805\_\_\_\_

**Fiscal Year:** 20\_\_

**Population Served:** \_\_\_\_\_

**Amount of Grant Available for Indirect & Administrative Reimbursement (See Sec. 5):** \_\_\_\_\_

**Reporting Schedule:**

Program Year Period	Reporting Period	Invoice Due By	Report Due By
1 <sup>st</sup> Period	October 1 – December 31, 2023	January 15, 2024	n/a
2 <sup>nd</sup> Period	January 1 – March 31, 2024	April 15, 2024	April 15, 2024
3 <sup>rd</sup> Period	April 1 – June 30, 2024	July 15, 2024	n/a
4 <sup>th</sup> Period	July 1 – September 30, 2024	October 15, 2024	October 15, 2024

**Exhibits (check all that apply):**

- Exhibit A** – Funding Proposal (# of pages): N/A
- Exhibit B** – Preparing for Your Monitoring (# of pages): 2
- Exhibit C** - \_\_\_\_\_ (# of pages): N/A
- Exhibit D** - \_\_\_\_\_ (# of pages): N/A
- Exhibit E** - \_\_\_\_\_ (# of pages): N/A

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**PART B. – Agreement Terms and Conditions.**

**AN AGREEMENT**, by and between the City and Recipient, by which the Recipient agrees to carry out specific activities under the City’s Human Service Program (HSP) funding program and establishing certain other terms and conditions of operation.

**IT IS MUTUALLY AGREED AS FOLLOWS:**

**ARTICLE I PROJECT**

**SECTION 1 SCOPE OF SERVICES**

The City, in allocating HSP monies, hereby designates the Recipient to undertake, and the Recipient hereby agrees to undertake the Project as specifically described in the Recipient’s Competitive Process application (Exhibit A) and summarized in Part A.

**SECTION 2 TERM OF AGREEMENT**

The Term may be extended should additional time for auditing this Project be required, in accordance with law; this Agreement shall be deemed automatically extended until such time as the said audit shall be completed. Notwithstanding other provisions of this Agreement, the Term shall cover the period that the Recipient has control over Grant funds.

**SECTION 3 PROGRAM REPORTING**

The Recipient shall submit such reports as required by the City to meet its local obligations and regulations. The City will prescribe the report format, as well as the time and location for submission of such reports. Required reports include without limitation:

1. Mid-term and end-of-term progress reports which shall include the progress made to date, or justification for lack of progress, in providing the Project services specified in Part A, including measurable Project outcomes, demographic and income information regarding persons assisted by the Recipient through this Agreement.

Reports are due 15 calendar days after the reporting period and in accordance with the schedule in Part A. This obligation survives the expiration or termination of this Agreement.

In addition, the Recipient will promptly notify the City at the address specified in Part A of any change in Recipient’s personnel directly connected with the Project or administration of the Grant subject to this Agreement, including Recipient’s Executive Director, CEO or equivalent position.

**SECTION 4 MONITORING**

The Recipient shall permit representatives from the City to conduct monitoring sessions annually or as often as necessary to ensure compliance with the terms of this Agreement. Monitoring sessions will be

conducted by the City either on-site at the Recipient's location, a neutral location, or via the secure transfer of electronic records. Monitoring sessions may include the limited review of client files and related intake materials, regulatory materials and other contractual conditions as demonstrated in Exhibit B.

## ARTICLE II FINANCIAL CONDITIONS

### SECTION 1 BUDGET AND COMPENSATION

The City shall reimburse the Recipient its allowable costs for the services identified in this Agreement not to exceed the amount of the Grant, upon presentation of properly executed reimbursement forms as provided or approved by the City.

Such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Recipient's Funding Proposal (Exhibit A) and approved by the City unless any or all such costs are disallowed by the State of Colorado.

Any reimbursements made under this Agreement must comply with the applicable laws and regulations. The Recipient may not request disbursement of Grant funds under until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

**Time of Payment:** Payment shall be made within 45 days of receipt of accurate and complete reimbursement request documents submitted through ZoomGrants. The City may, in its discretion, request additional documentation before approving reimbursement.

**Where Payments Are Made:** Payments shall be made to Recipient's address in Part A, or by electronic deposit into Recipient's bank account, whichever system is established by Recipient with the City.

The Recipient shall apply the Grant funds in accordance with the parameters outlined in Part A, Scope of Services. Any line item expense, by itself – or in combination with any other line item expense change, equal to or greater than 10% of the total budget amount over the life of the Agreement – shall require a formal amendment to this Agreement. Any request for a line item expense, by itself – or in combination with any other line item expense change, less than 10% of the total budget amount – shall be submitted in writing and shall specifically state the reasons for the requested increase and a justification for the corresponding decrease in other line item(s). All budget revision and/or amendment requests will be reviewed and approved or denied by the City.

### SECTION 2 DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

All costs, with the exception of Indirect and Administrative Reimbursement costs under Section 5 below, shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the City shall have the right to audit the records of the Recipient as they relate to the work. The Recipient shall also:

- (A) Maintain an effective system of internal fiscal control and accountability for all Grant funds and property acquired or improved with Grant funds, and ensure the same are used solely for authorized purposes.

- (B) Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which money was expended, as reflected in the Recipient's accounting records. The line item notations must be substantiated by a receipt, invoice marked "Paid," or payroll record.
- (C) Maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement.
- (D) Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the City, or the State Auditor at any time during normal business hours and as often as necessary.
- (E) Inform the City concerning any Grant funds allocated to the Recipient, that the Recipient anticipates will not be expended during the Agreement period, and permit reassignment of the same by the City to other Recipients.
- (F) Repay to the City any Grant funds in its possession at the time of termination of this Agreement that may be due to the City.
- (G) By executing this Contract, Recipient verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

### **SECTION 3 REIMBURSEMENT**

- (A) The City shall reimburse the Recipient only for actual incurred costs upon presentation of properly executed reimbursement forms approved by the City. Only those allowable costs directly related to the Recipient's Funding Proposal (Exhibit A) approved by the City shall be paid consistent with this Article II, Section 2, Documentation of Costs and Other Financial Reporting.
- (B) The amount of each request must be limited to the amount needed for payment of eligible costs.
- (C) The City will not issue more than 50% of the total Grant for reimbursement in any quarterly reimbursement period unless such a payment is (1) specifically provided for in this Agreement; (2) otherwise requested in advance in writing by the Recipient and authorized by the City; or (3) if the Recipient's Grant award balance is \$10,000 or lower.
- (D) To receive partial or full reimbursement of the total Grant award, the Recipient shall report progress towards the Project goals detailed in Part A that is reasonably proportional to the reimbursement amount requested, or reasonable justification for lack of progress.
- (E) The City reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.
- (F) If the City determines any Grant funds were expended by the Recipient for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, the City may order

repayment of the same. The Recipient shall remit the disallowed amount to the City within thirty (30) days of written notification of the disallowance.

- (G) The Recipient agrees that Grant funds determined by the City to be surplus upon completion of the Agreement will be subject to cancellation by the City.
- (H) The City shall be relieved of any obligation for payments if funds allocated to the City to cover the Grant cease to be available for any cause other than misfeasance of the City itself.

#### **SECTION 4 PROGRAM INCOME**

Use of any program income received by the Recipient as a result of, or in connection with the Grant shall be used for the current operation and benefit of the specific Project for which the Grant was awarded.

#### **SECTION 5 INDIRECT AND ADMINISTRATIVE EXPENSES**

Recipient may request up to 10% of the Grant as reimbursement towards indirect and administrative costs, without documentation of said costs. Reimbursement for indirect and administrative costs is optional. To receive this reimbursement, Recipient shall at any time submit a separate invoice in the ZoomGrants system requesting an amount up to and including the maximum eligible amount specified in Part A. It is required that a reimbursement request for indirect and administrative costs be submitted only once during the Term, rather than divided out in portions over the course of the Term.

### **ARTICLE III. GENERAL CONDITIONS**

#### **SECTION 1 BENEFIT TO LOW INCOME PEOPLE AND REPORTING**

(A) All Recipients providing direct benefit services shall provide such services to benefit extremely low, very low, and low-income persons to the maximum extent feasible (but not less than 51% of the persons receiving the service).

- Individual persons or families provided a specific direct benefit or service must qualify under current income eligibility limits (% of Area Median Income), as established by the Department of Housing and Urban Development (HUD).
- Any deviation can be made only if it is clear that the service or benefit, to a person whose income exceeds low-income persons, is otherwise necessary as an integral part of the activity.
- The Recipient shall maintain records that clearly document the income range and household size of the persons it serves. Intake applications with clients self-reporting their income may be allowable documentation.

(B) Alternatively, Recipient may be categorized as a Presumed Benefit service provider, if the Project exclusively serves one or more of the following special populations: abused children, victims of domestic violence from an intimate partner, elderly persons (age 60+), severely disabled adults, persons experiencing homelessness, illiterate adults, persons living with AIDS or HIV, or migrant farm workers.

If categorized as a Presumed Benefit service provider, Recipient is not required to maintain records that

document income for clients served with the Grant.

The Recipient's income tracking classification is specified in the description of the Project in Part A of this Agreement. In either event, the Recipient shall maintain records documenting if the person being served is an ethnic/racial minority, and/or has a disability.

## **SECTION 2 COMPLIANCE WITH LAWS**

The Recipient, in performance of this Agreement, agrees to comply with all applicable Federal, State and local laws, regulations and ordinances. Recipient agrees to comply with all provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such Act.

## **SECTION 3 FEDERAL STANDARDS FOR EMPLOYMENT PRACTICES**

The Recipient shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60) will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Recipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include without limitation: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that it is an Equal Opportunity or Affirmative Action Employer.

Where employees are engaged in activities not covered under the Occupational Safety and Health Act (OSHA) of 1970, they shall not be required or permitted to work, be trained or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

## **SECTION 4 DISCRIMINATION PROHIBITED**

The Recipient shall not, on the grounds of race, color, national origin, religion, creed, disability, age, sex, actual or perceived sexual orientation, gender identity, marital status, familial status, or because a family includes children:

- (A) Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
- (B) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
- (C) Subject an individual to segregated or separate treatment in any facility in, or in any matter if process related to receipt of any service or benefit under this Agreement;

- (D) Restrict an individual in any way in access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
- (E) Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or benefit under this Agreement;
- (F) Deny anyone an opportunity to participate in any program or activity as an employee, which is different from that afforded others under this Agreement.

#### **SECTION 5 CONFLICT OF INTEREST**

No member, officer, or employee of the Recipient, or its designees or agents, no member of the governing body of the City of Fort Collins, and no other public official, employee, or Board or Commission member of the City of Fort Collins, who exercises any function or responsibilities with respect to the City's HSP funding program during their tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or any Subagreement hereto or the proceeds thereof. Any potential conflict on the part of any of these parties shall be disclosed to representatives of the City's Social Sustainability Department or the City Attorney's Office.

#### **SECTION 6 SEPARATION OF CHURCH AND STATE**

In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of services utilizing the Grant the Recipient agrees that, in connection with such services:

- (A) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- (B) It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
- (C) It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

#### **SECTION 7 LICENSING AND PROGRAM STANDARDS**

The Recipient agrees to comply with and to obtain at its own expense, if necessary, all applicable Federal, State, County or Municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services.



In the event of an investigation or suspension regarding any licensing related to the services for which the City is providing funding under this Agreement, the City may terminate this Agreement and withhold all further Grant funds, and may require the Recipient to remit to the City all or a portion of the Grant funds already received under this Agreement. The City may also declare the Recipient ineligible for any further participation in funding opportunities managed by the Social Sustainability Department, including but not limited to: City Human Service Program (HSP), Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), or Affordable Housing Fund (AHF) Agreements.

## **SECTION 8 LIABILITY/INDEMNITY**

*[Not applicable to intergovernmental agreements.]* The Recipient agrees to release, defend, indemnify and save harmless the City, its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of actions, claims or lawsuits for damages resulting from personal or bodily injury, including death at any time resulting from there, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of or the performance of this Agreement, whether such injuries to persons or damage to property is due to the negligence of Recipient, its subcontractors, agents, successor, assigns. This provision shall be inapplicable to the extent the City is judicially found solely negligent for such damage or injury.

*[For intergovernmental agreements only.]* Each party is responsible for its own negligence and that of its officers and employees. Nothing herein is intended as a waiver of the provisions of the Colorado Governmental Immunity Act, Secs. 24-10-101 et seq. Colo. Rev. Stat.

## **SECTION 9 NOTICES**

Any notices required to be given by the City to the Recipient or by the Recipient to the City shall be in writing and delivered to the other party by hand, by U.S. Mail, or by overnight commercial courier at the addresses listed in Part A. Notices shall be deemed received upon delivery if delivered by hand, the next business day if sent by commercial courier, or on the third business day after mailing if sent by U.S. Mail.

## **SECTION 10 CITIZEN AND CLIENT PARTICIPATION**

The Recipient will have processes in place (satisfaction surveys, Board representation, grievance procedures, etc.) which receive, document and utilize the input from low-income persons potentially benefiting or affected by the Project.

## **SECTION 11 ASSIGNMENT AND SUBCONTRACTING**

The Recipient shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the City. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

## **SECTION 12 RESERVATION OF RIGHTS**

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

## **SECTION 13 AMENDMENTS TO AGREEMENT**

The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties.

## **SECTION 14 FAILURE TO PERFORM**

If Recipient fails to comply with any terms or conditions of this Agreement or to provide in any manner the activities or other performance as agreed to herein, the City reserves the right to temporarily withhold all or any part of any Grant payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Recipient from incurring additional obligations of funds until the City is satisfied that corrective action has been taken or completed. The option to withhold Grant funds is in addition to, and not in lieu of, the City's right to terminate as provided in Article III, Section 15 below. The City may consider performance under this Agreement when considering future awards.

## **SECTION 15 TERMINATION**

If the Recipient fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are available, including but not limited to, the termination of this Agreement in the manner specified herein.

- (A) Termination for Cause - If the Recipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
- (1) The lack of compliance with the provisions of this Agreement is of such scope and nature that the City deems continuation of this Agreement to be substantially non-beneficial to the public interest;
  - (2) The Recipient has failed to take satisfactory corrective action as directed by the City or its authorized representative within the time specified by same;
  - (3) The Recipient has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The City may terminate this Agreement in whole or in part; and thereupon shall notify in writing the Recipient of the termination, the reasons therefore, and the effective date. The effective date shall not be prior to notification of the termination by the City to the Recipient. Costs resulting from obligations incurred by the Recipient after termination of the Agreement are not allowable unless specifically authorized in writing by the City.

- (B) Termination for Convenience - The award may be terminated for convenience, in whole or in part, as follows:
- (1) By the City with the consent of the Recipient. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated or
  - (2) By the Recipient upon submitting written notification to the City. The written notification must set forth the reasons for the termination, the effective date, and in the case of partial termination, the portion to be terminated. However, in the case of a proposed partial termination, the City may terminate the award in its entirety if the City, in its sole discretion, determines that the remaining portion will not substantially accomplish the purpose for which the award was made.
- (C) Termination for Withdrawal, Reduction or Limitation of Funding. If HSP funding is withdrawn, reduced or limited in any way after the Effective Date of this Agreement, and prior to its normal completion, the City may summarily terminate this Agreement as to the Grant funds reduced or limited, notwithstanding any other termination provision of this Agreement. If the level of funding so reduced or limited is so great that the City of Fort Collins, in its sole discretion, deems that the continuation of the Project is no longer in the best interests of the public, the City may summarily terminate this Agreement in whole notwithstanding any other termination provisions of this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Recipient or its representative.
- (D) Remedies. If the City terminates this Agreement for cause, the City may pursue any remedies available to it at law or in equity, including, without limitation, damages, specific performance, and criminal remedies.
- (E) Continuing Obligations. When an award is terminated, the Recipient remains responsible for compliance with the closeout and post-closeout obligations described in this Agreement.

## SECTION 16 CLOSE-OUT

Upon termination of this Agreement, in whole or in part, for any reason including completion of the Project, the following provisions shall apply:

- (A) Upon written request by the Recipient, the City shall make or arrange for payment to the Recipient of allowable reimbursable costs not covered by previous payments.
- (B) The Recipient shall submit to the City within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the City or its designee. **Exhibit B** details the items the City may select for program audit, in addition to financial records affiliated with the Project.
- (C) The City's closeout of funds will not occur unless and until all outstanding issues have been resolved to the satisfaction of the City.

**SECTION 17 VENUE AND CHOICE OF LAW**

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the City and the Recipient agree that the proper venue for such action is the Larimer County, Colorado, District Court. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance.

**SECTION 18 SEVERABILITY CLAUSE**

If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**SECTION 19 INTEGRATED DOCUMENT**

This Agreement with any exhibits or attachments, the Recipient's Funding Proposal for the City's Competitive Process, incorporated by reference, and the Recipient's presentation before the Human Services and Housing Funding Board, incorporated by reference, constitute the entire agreement between the parties and both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

**SECTION 20 AUTHORITY TO SIGN**

The persons signing this Agreement on behalf of the Recipient hereby affirm that all representations made by the Recipient to the City either in this Agreement or for the purpose of inducing the City to execute this Agreement are true, correct, honest and forthright, and that one or both of them have the authority to bind the Recipient to the terms of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date of the most recent signatory.

**THE CITY OF FORT COLLINS, COLORADO**  
**A Municipal Corporation**

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

By: \_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
(Printed Name)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
(Printed Name)

**RECIPIENT:**

**GRANTEE/ORGANIZATION NAME**

A Colorado Nonprofit Corporation

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

By: \_\_\_\_\_  
President, Board of Directors

By: \_\_\_\_\_  
Executive Director

Federal I.D. #: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Board Secretary  
(Corporate Seal)

**EXHIBIT A**

**Copy of Original Funding Proposal Added Here**

Sample

**EXHIBIT B**  
(Page 1 of 2)

## Preparing for Your Monitoring

### Agency Operations

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- If AMI classification: Current HUD Income Limits that staff uses to determine client income eligibility
- If Presumed Benefit classification: Articles of Incorporation confirming agency mission is to serve beneficiaries in a presumed benefit category: abused children, victims of domestic violence from an intimate partner, elderly persons (age 60+), severely disabled adults, persons experiencing homelessness, illiterate adults, persons living with AIDS or HIV, or migrant farm workers.
- Information regarding any recent staff changes that affect the grant. This includes employees whose salary is reimbursed by the Grant, managers who oversee these staff, people who prepare financial and/or beneficiary reports for the grant, and any/all executive level changes.
- Information about whether any board members or employees are assisted with this program.

### Employee Information and Documents

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#### Required Postings—(all should be easily accessible to all employees):

- COLORADO STATE LABOR LAW REQUIREMENTS:
  - Colorado Minimum Wage Act - Includes current Minimum Wage
  - Colorado Unemployment Insurance
  - Colorado Anti-Discrimination Laws
  - Colorado Workers' Compensation Act
  - Payday Notice
- FEDERAL LABOR LAW REQUIREMENTS:
  - Fair Labor Standards Act – including current Federal Minimum Wage
  - Family and Medical Leave Act
  - Employee Polygraph Protection Act
  - Equal Employment Opportunity is the Law
  - USERRA - Uniformed Services Employment and Reemployment Rights Act
  - OSHA - Job Safety & Health Protection Equal Opportunity

#### Employment Application:

- Equal Opportunity Employer language
- Affirmative Action language
- Anti-discrimination language

#### Employee Handbook:

- Anti-discrimination language
- Anti-harassment language
- Non-retaliatory grievance procedure
- Whistleblower provision
- Drug free workplace language

## Client Information and Documents

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### Client Handbook or Intake Materials:

- Anti-discrimination language
- Non-retaliatory grievance procedure
- Client Intake Form/s including:
  - Application for services
  - Verification of Fort Collins residency within city limits—not applicable for shelter services
  - Evidence of qualification for presumed benefit, if applicable
  - Reporting of ethnic/racial identification
  - Reporting of disability identification, if applicable
  - Calculation and recording of AMI, if applicable

### Beneficiary Review:

Recipient may be asked to securely share the following for a subset of randomly selected clients served by the Grant:

- Dates of service in the program (start and end date, if applicable)
- Verification of Fort Collins residency within city limits — not applicable for shelter services
- AMI level of household (unless Presumed Benefit)
- Evidence of qualification for presumed benefit, if applicable
- Reporting of ethnic/racial identification
- Reporting of disability identification, if applicable
- Income Source/s (if applicable) - Evidence of income for household. Examples:
  - 3 months paystubs
  - Social Security benefits letter
  - Proof of DHS benefits, such as Food Stamps, TANF, WIC, or CCAP
  - Pension benefits letter
  - Affidavit of Zero Income
  - Self-reported income on intake application materials
- Evidence of service in alignment with grant contract goal/s. Documentation should include dates and may include the following: Needs assessment, progress notes, case management documentation.