

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the “City”) and THE COLORADO COALITION FOR THE HOMELESS, a Colorado nonprofit corporation, whose address is 2111 Champa Street, Denver, CO 80205 (the “Provider”), individually a “Party” and collectively the “Parties.”

RECITALS:

A. The Parties entered into an agreement dated July 13, 2018, as amended by an Amendatory Agreement dated April 23, 2021 (collectively, the “Original Agreement”) to provide housing and services for persons experiencing homelessness for the City’s Social Impact Bond project expansion, as further described in the Original Agreement; and

B. Rather than enter into a new contract, the Parties desire to revise the terms and conditions of the Original Agreement as they previously existed and further desire: 1) to update Sections 1 and 18 to of the Original Agreement to change the City’s responsible liaison for the Original Agreement to be the Chief Housing Officer and Executive Director of the City’s Department of Housing Stability, 2) increase the maximum compensation amount payable to the Provider, 3) extend the Term, 4) replace **Exhibit A** of the Original Agreement with the attached **Exhibit A-1**, 5) replace **Exhibit B** of the Original Agreement with the attached **Exhibit B-1**, and 6) to update Sections 19 and 22 of the Original Agreement, respectively, to bring them into conformance with current Denver Revised Municipal Code requirements, all for the purpose of business continuity and as further described herein.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 1 of the Original Agreement entitled “**COORDINATION AND LIAISON**” is hereby deleted and replaced in its entirety with the following:

“1. **COORDINATION AND LIAISON:** The Provider shall fully coordinate all services under the Agreement with the City’s Chief Housing

Officer and Executive Director of the City's Department of Housing Stability ("Executive Director"), or the Executive Director's designee."

2. All references in the Original Agreement to "CFO" shall be replaced with "Executive Director."

3. Section 3 of the Original Agreement entitled "**TERM**" is hereby deleted and replaced in its entirety with the following:

"3. **TERM:** The Agreement will commence on June 1, 2018 and will expire on December 31, 2022 (the "Term"). Subject to the Executive Director's prior written authorization, the Provider shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director."

4. Section 4 of the Original Agreement entitled "**COMPENSATION AND PAYMENT**," sub-sections (a) and (d)(1), respectively entitled "**Fee**" and "**Maximum Contract Amount**," are hereby deleted and replaced in their entirety with the following:

"4. **COMPENSATION AND PAYMENT:**

a. **Fee:** The City shall pay and the Provider shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of up to **SEVEN MILLION EIGHT HUNDRED EIGHT-EIGHT THOUSAND SIX HUNDRED SIXTY-NINE DOLLARS AND NINETY CENTS (\$7,888,669.90)** for fees and costs, and an additional **TWO HUNDRED SEVENTY THOUSAND FIVE HUNDRED SIXTY-THREE DOLLARS AND TEN CENTS (\$270,563.10)** for certain performance bonuses calculated as follows: 1) up to **ONE HUNDRED THIRTY-ONE THOUSAND NINE HUNDRED EIGHTY-TWO DOLLARS AND NO CENTS (\$131,982.00)** for 2021 bonus to be paid in

2022; and 2) up to **ONE HUNDRED THIRTY-EIGHT THOUSAND FIVE HUNDRED EIGHTY-ONE DOLLARS AND TEN CENTS (\$138,581.10)** for 2022 bonus to be paid in 2023. Amounts billed must reflect the budget set forth in **Exhibit A-1** except as authorized by the Executive Director.

...

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **EIGHT MILLION ONE HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED THIRTY-THREE DOLLARS AND NO CENTS (\$8,159,233.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by Provider beyond that specifically described in **Exhibit A-1**. Any services performed beyond those in **Exhibit A-1** are performed at Provider's risk and without authorization under this Agreement."

5. **Exhibit A** of the Original Agreement shall be replaced in its entirety by **Exhibit A-1**, which is attached hereto and incorporated herein by reference. All references to **Exhibit A** in the Original Agreement shall be amended to refer to **Exhibit A-1** instead.

6. **Exhibit B** of the Original Agreement shall be replaced in its entirety by **Exhibit B-1**, which is attached hereto and incorporated herein by reference. All references to **Exhibit B** in the Original Agreement shall be amended to refer to **Exhibit B-1** instead.

7. Section 18 of the Original Agreement entitled "**NOTICES**" is hereby deleted and replaced in its entirety with the following:

"**18. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested,

or mailed via United States mail, postage prepaid, if to the Provider at the address first above written, and if to the City at:

Executive Director and Chief Housing Officer, or Designee
Department of Housing Stability
201 W. Colfax Ave., Dept. 615
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.”

8. Section 19 of the Original Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**” is deleted and replaced in its entirety with the following:

“19. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

(a) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

(b) The Provider certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will

it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Provider that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Provider shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

(c) The Provider is liable for any violations as provided in the Certification Ordinance. If the Provider violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Provider shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Provider from submitting bids or proposals for future contracts with the City.”

9. Section 22 of the Original Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is deleted and replaced in its entirety with the following:

“**23. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Provider may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Provider shall insert the foregoing provision in all subcontracts.”

10. Except as herein amended, the Original Agreement continues in effect, and is affirmed and ratified in each and every particular.

11. This Second Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: HOST-202261987-02 [201738812-02]
Contractor Name: THE COLORADO COALITION FOR THE HOMELESS

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

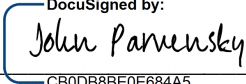
By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202261987-02 [201738812-02]
THE COLORADO COALITION FOR THE HOMELESS

By:  _____
DocuSigned by:
John Parvensky
CB0DB88E0E684A5...

Name: John Parvensky
(please print)

Title: President and CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1
SUPPORTIVE HOUSING PAY
FOR PERFORMANCE (SHP4P)
2022 SCOPE OF WORK AND
TERMS OF SERVICE

I. Evaluation Compliance

CCH will comply with the terms of the SHP4P Extension evaluation plan, which amends the City contract numbered FINAN-201523939, as such evaluation is amended under the terms of such City contract, including enrollment mechanisms, reporting, and participation in evaluation related activities.

II. Program Budget and Success Payments

A. 2022 Budget

Payments are to be made in advance of each quarter by the Provider submitting a quarterly invoice to the City. Any “reimbursements” due to the City may be taken out of future payments, if future payments exist at that time or will be remitted to the City if no future payments are due. The 2022 budget shall be: \$2,856,685.90 as outlined in Exhibit 1.

2022			
Quarter 1 (Jan-Mar)	Quarter 2 (Apr- Jun)	Quarter 3 (Jul - Sept)	Quarter 4 (Oct-Dec)
\$714,171.47	\$714,171.47	\$714,171.48	\$714,171.48

B. Enrollment Adjustments

If Provider fails to enroll or maintain the target enrollment number for each quarter as outlined in the enrollment table below, Provider will reimburse the City ten-thousand dollars (\$10,000) for every number of participants the Provider is below the target enrollment amount.

2022			
Q1	Q2	Q3	Q4
245	245	245	245

1. For purposes of this section, “enrollment” will be defined for each quarter as (1) being newly physically engaged by a Provider staff member, and receiving services as defined under this contract, or (2) currently housed.
2. If the inability to meet enrollment targets is solely due to the unavailability of housing vouchers or an inability to refer enough individuals for the program, the Provider may ask the City for a one-month extension in meeting that quarter’s targets.
 - a. If enrollment targets are still not met after the one-month extension,

ongoing funding for services and for success payment will be proportionally reduced by the number of individuals the program was unable to enroll, and the Provider will reimburse the City \$5,000 for every individual that the program was below the original quarter's target enrollment.

C. Third Year Housing Stability Success Payments/Reimbursement Calculation and Payment

1. **“Third Year Housing Stability Success Payments/Reimbursement”** means the payments, if any, that will be made by the City to Provider, or reimbursements, if any, made by the Provider to the City in accordance with this Section (as defined below).
2. **“Stable Participants Counted in “Third Year Housing Stability Rate”** means each Participant that is housed on January 1, 2020 and either (i) achieves a minimum of one thousand ninety-five (1095) Days in Stable Housing (as defined below), or (ii) experiences an Early Exit Event (as defined below) by December 31, 2022. For purposes of clarity, such one thousand ninety-five (1095) day period is not required to occur within one calendar year.
3. **“All Eligible Participants Counted in “Third Year Housing Stability Rate”** means each Participant that is housed on January 1, 2020. To the extent a Participant is absent from their housing for more than one hundred and twenty (120) consecutive days after January 1, 2020, for any reason except an Early Exit Event, and they subsequently re-enter housing, their housing will not eligible to be counted toward the Third Year Housing Stability Rate and they will be counted as one participant.
4. **“Days in Stable Housing”** means, with respect to each Participant, the total number of days that such Participant maintains a lease, sublease, or occupancy agreement in such Participant's name; provided, however, that if such Participant is absent from such premises for a period of more than one hundred and twenty (120) consecutive days after January 1, 2020 for any reason except an Early Exit Event, the Days in Stable Housing shall be reset to zero for such Participant. Only the participant's housing stay that is ongoing on January 1, 2020 will be considered towards the Days in Stable Housing for the Third Year Housing Stability Rate.
5. An **“Early Exit Event”** means, with respect to each Participant, the occurrence of any of the following events, before they achieve a minimum of one thousand ninety five (1095) Days in Stable Housing and before December 31, 2022, as certified by the Independent Evaluator: (i) a Participant ceases to receive Services and has relocated to other permanent housing where such Participant is named on a lease, sublease, or occupancy agreement or obtains a letter from the leaseholder or owner of a premises that such Participant may reside in such premises on a permanent basis; (ii) a Participant enters a residential treatment program for a period not exceeding one hundred twenty (120) days to address a physical or behavioral health issue; (iii) a Participant is incarcerated for actions entirely occurring prior to becoming a Participant; and (iv) the death of a Participant.

6. **“Third Year Housing Stability Percentage”** will be calculated by the Independent Evaluator by: (1) subtracting “Early Exit Events” from “Stable Participants” and from “AllEligible Participants; and (2) dividing the total number of “Stable Participants” by the total number of “All Eligible Participants” in the given time period (as defined below) and multiplying such number by one-hundred (100). The percentage will then be rounded to the nearest whole number using standard rounding rules. Decimal places going out to 0.5 and higher will be rounded up, and those ending in less than 0.5 will be rounded down.

Housing Stability Outcomes Observed Through	Independent Evaluator ReportDeadline	City Payment Deadline
12/31/2022	04/30/2023	06/15/2023

7. “Third Year Housing Stability Success Payments/Reimbursement” shall be calculated in accordance with the following table:

Three Year Housing Stability Percentage	Payment/Reimbursement
85% or greater*	City pays the equivalent of a 2.5% bonus on the entire contract amount or an amount not to exceed \$69,290.55
75% to 84%*	No payment adjustments made
70% to 74%*	Provider reimburses the City \$3,500 for every number of Participants the result is below the number of participants at the equivalent of a 75% Three Year Housing Stability Percentage, Fractions can be used to calculate number of Participants. Formula: $[(.75 \times \text{“All Eligible Participants”}) - \text{“Stable Participants”}] \times \$3,500$
Below 70%*	Provider reimburses the City \$5,000 for every number of Participants the result is below the number of participants at the equivalent of a 70% Three Year Housing Stability Percentage, or an amount not to exceed \$150,000.00 Fractions can be used to calculate number of Participants. Formula: $[(.70 \times \text{“All Eligible Participants”}) - \text{“Stable Participants”}] \times \$5,000$

*Standard rounding rules will be used in calculations. Example 84.5 or above = 85; 84.49 or lower =84.

D. Jail Bed Day Reduction

1. **“Jail Day Reductions Success Payments/Reimbursement”** means the payment, if any, that will be made by the City to Provider, or reimbursement, if any, made by the Provider to the City in accordance with this Section (as defined below).
2. **“Percentage Difference in Average Jail Days”** will be determined by the Independent Evaluator by (i) subtracting the Provider’s Treatment Group Number of Average Jail Days from the equivalent Control Group Number of Average Jail Days, (ii) dividing such number by the Control Group Number of Average Jail Days, and (iii) multiplying such number by one hundred (100). Such calculation may result in a positive or negative percentage. Resulting percentages will be rounded to the nearest integer.
3. **“Provider’s Treatment Group Number of Average Jail Days”** means the total number of Average Jail Days that Participants assigned to the Provider’s Treatment Group were incarcerated in the City’s jail during a consecutive day period not to exceed 1,825 (365x5), determined separately for each Participant, commencing with the date the Participant is assigned to the Treatment Group. This Number will include Participants assigned to the Provider’s Treatment group under the previous Social Impact Bond Contract and SHP4P 2.0 Contract, and who were in housing on January 1, 2022. The calculation will include only jail days before December 31, 2022.
 - a. Calculations shall be based upon a participant’s longest of the following options: (i) 365 consecutive day period, (ii) 913 consecutive day period, (iii) 1,095 consecutive day period, (iv) 1,460 consecutive day period, or (v) 1,825 consecutive day period. If a Participant does not reach 365 consecutive days, they shall not be counted in the totals.
4. **“Control Group Number of Average Jail Days”** means the total number of Average Jail Days that Eligible Referrals assigned to the Control Group were incarcerated in the City’s jail during a consecutive day period not to exceed 1,825 (365x5), determined separately for each Participant, commencing with the date the Participant is assigned to the Control Group. This number will include individuals in the Control Group who were yoked at randomization to the Participants assigned to the Provider’s Treatment group under the previous Social Impact Bond Contract and SHP4P 2.0 Contract, and who were in housing on January 1, 2021. The calculation will include only jail days before December 31, 2021.
 - a. For Control Group individuals assigned under this contract, calculations shall be based upon a participant’s longest of the following options: (i) 365 consecutive day period, (ii) 913 consecutive day period, (iii) 1,095 consecutive day period, (iv) 1,460 consecutive day period, or (v) 1,825 consecutive day period. If a Control Group individual does not reach 365 consecutive days, they shall not be counted in the totals.

5. **Jail Day Reductions Payments/Reimbursements** will be determined by the Independent Evaluator by calculating the Percentage Difference in Average Jail Days and then identifying the corresponding dollar amount identified in the “Payment Amount” column of the paymentscale set forth below:

Percentage Threshold	Payment/Reimbursement
Less than 10% *	Provider reimburses City 1% on the entire contract amount or an amount not to exceed \$26,396.
10 to < 30% *	No payment adjustments made
30% or more*	City pays the equivalent to a 2.5% bonus on the entire contract amount or an amount not to exceed \$69,290.55

*Standard rounding rules will be used in calculations. Example 34.5 or above = 35; 34.49 or lower = 34.

6. Jail Day Reductions Payments/Reimbursements will be made according to the following schedule.

Outcomes Observed Through	Independent Evaluator Report Deadline	City or Provider Payment Deadline
12/31/2022	03/15/2023	4/30/2023

III. Program Description and Service Guidelines

A. Overview

Provider will use an appropriate level of care based on clinical assessment, integrated with a flexible array of housing options delivered through an evidence-based Housing First approach to provide housing and supportive services for the costliest members of the “Super Utilizers” population (“SU”) as described below.

B. Enrollment

After an individual has been deemed eligible for the Project by passing the felony screen, the individual may be served by the Project. The Provider will process the referrals in accordance with the following Client pathway:

1. **Pre-Engagement Period.** Upon receipt of a Referral, Provider will attempt to engage the referred individual to participate in the Project as a Client. The City will assist Provider in locating and making contact with individuals who are the subject of a Referral as follows: (a) the OBHS referral coordinator will link the unique research IDs back to the individual identifiers (i.e. names and as much information as is available from the intake points) on the master eligibility list.

2. Screening. Providers will engage participants for a minimum of three months, [as described in the Evaluation Plan] before stepping down the engagement and requesting a new referral. After being located, individuals must also pass the housingscreen tool [as described in the Evaluation Plan] (the “Housing Screen”) to confirm homelessness and continue engagement toward housing placement. While the Housing Screen will only screen out any individuals who are not considered homeless according to the Housing Screen requirements, it will also screen for chronic homelessness which will help determine the most appropriate housing subsidy for the individual.
3. Assignment to Case Management Treatment Team and Clinicians. Within no later than 60 days of initial contact with the Client, Provider will assign the Client to a case management team, and through such case managers and clinicians, will conduct a full mental health assessment of the Client, establish and implement a Treatment Plan (as defined below) for the Client, identify barriers to housing for the Client, and address other pressing Client needs.
4. Provider will directly provide Services for at least two hundred and forty-five (245) Clients during the contract period (January 1, 2022 through December 31, 2022).
5. Provider will enroll all individuals engaged in any steps 2-4 in HMIS using standard HUD enrollment.

C. Housing Services

1. From initial contact with the Client, Provider will assess the client’s appropriate housing needs, establish a housing stability plan, and work with the client to access and maintain appropriate housing.
2. Provider's housing placement and support services will include housing search and location, landlord outreach, teaching housing skills, lease negotiation, establishing a housing stability plan, conflict mediation, subsidy administration and other key functions. In addition, Provider will assertively engage and offer services to tenants to maximize their tenure in housing including assistance with maintaining their household and finances, independently performing activities of daily living, developing community living skills, maximizing tenant safety and security, guarding against predatory guests and illegal activity in their unit, and generally upholding the terms of their lease. Providers will actively communicate with landlords and property managers to advocate on behalf of tenants, prevent avoidable evictions, and intervene and mitigate crisis situations.
3. Provider will enter housing move-in dates and housing exits into HMIS monthly.
4. Provider will administer the housing subsidies from the Project Budget to allow clients to lease scattered site housing in the community.
5. Provider will ensure that all clients served have access to housing units that are

affordable on an ongoing basis. This is defined as meaning that the tenant household ideally pays no more than 30% of its household income toward rent and utilities, and never pays more than 50% of income toward such housing expenses.

6. Provider will assess client status at minimum quarterly, and track client benefit acquisition and income changes, and update HMIS quarterly using Update Assessments.

D. Supportive Services

All services will be voluntary and driven by individual choice. Recognizing that individuals may initially refuse assistance or services, Provider will assertively and creatively engage tenants, including engaging clients multiple times and in multiple settings, to maximize participation in services. The delivery of all services will be guided by the principles of cultural competence, trauma informed care, recovery, and resiliency with an emphasis on building enrollee strengths and resources in the community, with family, and with their peer/social network.

1. Provider will offer and provide Clients with a variety of services as deemed clinically appropriate based on assessed needs. Services provided will be designed to help Clients (i) address barriers to housing stability, (ii) manage mental illness and other disabling conditions, (iii) reduce interaction with the criminal justice system (number of jail days), and (iv) improve health outcomes. At the outset of each Client's engagement in the Project, Provider will work collaboratively with the Client to develop a Treatment Plan.
2. Provider's Services will include, as appropriate for and desired by each Client's level of care needs, intensive case management, crisis intervention, substance use counseling, mental health treatment, peer support, skills building, connection to primary care, and various other services identified as necessary in each Client's Treatment Plan.
3. A treatment plan ("Treatment Plan") will be developed consistent with the principles of client choice, wellness and recovery.
 - a. Provider will work with the Client to develop individualized goals in relation to housing. Other goals may be related to health maintenance, medication management, peer relations, social activities, relapse prevention and/or other individualized needs based on clinical necessity.
 - b. The Client will be primarily responsible for establishing the specific goals that define his/her desired quality of life.
 - c. The Treatment Plan will specify clinical interventions that will be used to assist client in meeting identified goals.
 - d. The Treatment Plan will define the roles and responsibilities of all parties involved in the development of the treatment plan.

- e. The Treatment Plan may be used to help clients identify, cultivate and sustain relationships with peers, family members, neighbors, and others as clinically appropriate to create a network of support that will build the well-being of enrollees.
4. Commitment to Quality: The Contractor is required to commit to the provision of high-quality Supportive Housing, as described in the Corporation for Supportive Housing (“CSH”) Dimensions of Quality Supportive Housing Guidebook. The CSH Dimensions of Quality establish five key indicators of quality for Supportive Housing projects.
- a. All successful Supportive Housing projects include the following dimensions and are:
 - i. Tenant-centered: Tenants play an active role in planning the Supportive Housing project, and all partners share a common commitment to helping tenants thrive
 - ii. Accessible: Housing is affordable, in a location that meets tenants’ needs, and accommodates persons with special needs
 - iii. Coordinated: Roles, responsibilities and communication strategies are clearly established among the Supportive Housing partners, codified in written agreements and revisited regularly
 - iv. Integrated: The project meets or exceeds community standards, and the partners actively engage in community dialogue
 - v. Sustainable: The project has funding that is adequate for its ongoing operations and allows it to target its intended tenants

E. Case Management & Treatment Team

1. Individuals will likely come from culturally and linguistically diverse backgrounds, requiring that Case Management & Treatment staff practice "cultural competence" which emphasizes the acquisition of cultural knowledge and the proper application of that knowledge when working with individuals from a variety of cultures. This requires that Case Management & Treatment staff understand and implement the following practices:
 - a. "Cultural humility" emphasizes adopting the perspective that individuals and families are the best source of information concerning cultural issues that impact their care.
 - b. "Cultural sensitivity" encourages providers to begin with the assumption that cultural differences exist even when none are apparent and continuously apply themselves to understanding as much as possible about the cultural lens through which each individual and family views and experiences the outside world.
2. Clients will have access to the Case Management & Treatment Team or mobile crisis support 24 hours a day, 7 days per week as needed based on level of care needs.

3. Housing Counseling Services. Each client will have access to Housing Counseling services, it being understood that the Housing Counseling services may be provided by a designated Housing Specialist or by a case manager or other staff person with housing expertise.
4. The Case Management & Treatment Team shall operate substantially in accordance with the Corporation for Supportive Housing's (CSH'S), Dimensions of Quality Supportive Housing as provided here:
http://www.csh.org/wpcontent/uploads/2013/07/CSH_Dimensions_of_Quality_Supportive_Housing_guidebook.pdf
5. The Case Management & Treatment Team shall assist clients in obtaining and maintaining permanent housing utilizing resources that are available through non-contract funded resources as applicable.
6. The Case Management & Treatment Team shall use clinical interventions such as motivational interviewing to assist the client in engaging and linking with integrated health services, as deemed clinically appropriate.
7. The Case Management & Treatment Team shall assist each client in obtaining supplemental income, health insurance and other federal, state, or local benefits for which he or she is eligible if client is willing.
8. The Case Management & Treatment Team has final accountability for assuring that all services identified in the treatment plan are offered to all clients, acknowledging that client's ultimately have self-determination in regard to whether or not they engage in offered services.
9. The Case Management & Treatment Team shall deliver or collaborate with other community agencies to provide for the delivery of all services identified in the Treatment Plan.
10. Case management services will "meet clients where they are" physically and figuratively. As a general rule, most case management services shall be provided in the field where clients conduct their lives – in the clients' home or in other community locations – allowing individuals to learn and practice skills in the actual environment where they will be using them, rather than in clinic or office settings.
11. The Case Management & Treatment Team, when appropriate and where in alignment with client treatment plan, shall link enrollees with education services (e.g. general education programs, technical/ trade schools) and develop action steps in the Treatment Plan related to educational opportunities that will contribute to successful workforce participation.
12. The Case Management & Treatment Team shall take a Housing First approach to housing.

13. The Case Management & Treatment team shall work with enrollees to identify and access other medical and dental services.
14. The Case Management & Treatment Team shall provide or link client with appropriate health promotion education.
15. If the Case Management & Treatment Team determines that an enrollee requires psychiatric inpatient care or other residential treatment, those services shall be provided through current agency processes. However, the Case Management & Treatment Team will provide continued contact with the enrollee and appropriate treatment staff.

F. Target Population: “Super Utilizers”

As described in the Evaluation Plan, the target population are adults who meet all of the following criteria (the “Super Utilizers” or “SU”):

1. Unsheltered homeless indicated by recent outreach contact with the Denver Street Outreach Collaborative (DSOC) or Strategic Outreach to Large Encampment (SOLE) programs at the time of referral: identified as transient (having no address or providing the address of a shelter);
2. Determined to be eligible based on the administered Housing Screen;
3. High utilizers of City criminal justice/jail services, indicated by at least eight (8) arrests over a period of three years;
4. High utilizers for purposes of this Project includes preventable, inappropriate, or recurring use of high cost County services such as:
 - a. Frequent arrests and/or jail days;
 - b. Frequent emergency department visits;
 - c. Frequent use of ambulance services;
 - d. Frequent use of Emergency Psychiatric Services;
 - e. Frequent medical hospitalization at Denver Health and Hospital;
 - f. Frequent use of Emergency Detoxification Services;
5. Require case management, primary medical care, behavioral health services, and/or dental services, and will likely need specialized substance abuse, mental health, and medical services; and
6. Likely have one or more of the following characteristics:
 - a. A history of poor adherence to medication regimens, and/or difficulties

participating in structured activities to the extent that it impairs the ability to live independently without supportive services;

- b. Be eligible for Medicaid and/or Supplemental Security Income ("SSI");
- c. Be currently uninsured;
- d. Have either no income or annual total income of less than \$15,000; and
- e. Lack family or other support networks.
- f. One or more disabilities.

IV. Staffing Requirement

A. Projected Staff

Staffing will be determined based on assessment of level of care needed. If appropriate, due to treatment needs the client will receive modified ACT services and available funding resources. Provider will maintain a target staff to client ratio of 1 staff to every 10 clients and no less than one staff person to every 12 clients.

V. Data Reporting

A. The Data Dashboard.

1. As identified in the Extension Evaluation Plan, data dashboard reports will be completed for all enrolled clients by the Case Management & Treatment team and submitted to the Evaluator via email on a monthly basis.
2. Provider is responsible for training staff on completing and submitting the data dashboard. Provider shall enter all relevant and required client data into the data dashboard.

B. Medicaid billing

At least twice annually, Provider will analyze and report to the City the amount of services provided to Project participants that has been successfully billed to Medicaid and reimbursed to Provider. Target reporting dates are June 30 and December 15, 2022. The Provider will also report on ongoing conversations with the State's Medicaid agency and the local affiliates related to the Provider's ability to bill Medicaid for program related services.

1. With regard to services that are eligible for Medicaid reimbursement, the City of Denver is the payer of last resort. The Provider will make a good faith effort to maximize the amount of services they are able to bill Medicaid under this contract.
2. To the extent Medicaid reimbursement increases by less than thirty-percent, City funds shall be reallocated to current and future housing expenses. To the extent

Medicaid reimbursement increases by thirty-percent or more, the City and Providers shall renegotiate the project budget.

3. To the extent Medicaid reimbursement significantly decreases by fifteen percent or more, the City and Provider shall renegotiate the project budget related to services.

C. Housing Subsidy

Twice annually, Provider will analyze and report to the City the total amount of City funding that has been allocated to participant housing subsidies. Target reporting dates are June 30 and December 15, 2022.

SHP4P Housing Subsidy Assumptions

1. The Project Budget includes assumptions that participants will need the subsidy for the total number of months that they are enrolled, and that they will be making rental payments equivalent to 30% of their monthly income (budgeted based on average SSI benefit income).
2. In the interest of participants obtaining and maintaining permanent housing, it is beneficial for Provider to work with participants to increase their income, as well as to connect participants with an ongoing housing subsidy beyond the term of the Contract.
3. Housing subsidy savings created through connecting clients with tenant-based vouchers or increases in client income will be retained by Provider to house additional Participants or other Housing First clients.

D. HMIS Requirement - Use of Homeless Management Information System and Reporting for Non-Shelter Services

I. Use of Homeless Management Information System and Reporting for Non-Shelter Services

It is the Department of Housing Stability's policy, in alignment with adopted plans, to require the use of the Homeless Management Information System (HMIS) and the Coordinated Entry System (OneHome) for all federally and locally funded programs addressing the needs of residents experiencing homelessness.

The Contractor agrees to fully comply with the rules and regulations required by the U.S. Department of Housing and Urban Development (HUD) which govern the HMIS¹.

The contractor, in addition to the HUD requirements, shall conform to the HMIS policies and procedures established and adopted by the Metro Denver Homeless Initiative (MDHI) Continuum of Care (CoC). These are outlined in the COHMIS Policies and Procedures², and the COHMIS Security, Privacy and Data Quality Plan³.

¹ <https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/>

² <https://cohmis.zendesk.com/hc/en-us/articles/360013991371-Policy-Procedures>

³ *Id.*

Metro Denver Homeless Initiative (MDHI) is the implementing organization for the (HMIS). The HMIS software is called Clarity.

Contractor's aggregate HMIS performance data for projects may be shared with the funder and the community to improve system performance and assist with monitoring. MDHI and/or HOST will monitor contractor compliance and performance on an annual basis through a site visit.

Technical assistance and training resources for HMIS are available to the Contractor via the COHMIS Helpdesk⁴.

HMIS data will be used to monitor performance under this contract in addition to quarterly program narratives. HMIS outcome reports may be sent to HOST directly from MDHI. Contractor will also have access to all outcome reports generated for this contract. Narrative reports will be due to HOST two weeks after each HMIS outcome report is generated and sent to HOST to allow the Contractor the opportunity to address any issues they observe in their outcomes report in that narrative. HOST may request aggregate data from MDHI for City related reporting needs.

HMIS Outcomes and Objectives

1. Contractor must report all necessary data and information in the Homeless Management Information System ("HMIS"), managed by the Metro Denver Homeless Initiative ("MDHI") to accurately calculate the Measures required by this Agreement.

VI. Operating Committee and Semi-Annual Meetings

1. Provider shall cause the Team Leader or a qualified designee to attend, in person or by phone, monthly Operational Meetings and to deliver all data and program metrics to the City as required under the Contract, including all required Reports.
2. Provider shall cause the Team Leader to attend, in person or by phone, any semiannual meetings requested by the City at least three business days prior to the meeting, provided that notice may be provided on one business days' notice if an urgent matter is on the agenda.

⁴ <https://cohmis.zendesk.com>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center One State Street Plaza 9th Floor New York NY 10004	CONTACT NAME: Certificate Unit PHONE (A/C No. Ext): 404-781-1700 FAX (A/C, No): E-MAIL ADDRESS: certificate@epicbrokers.com														
INSURED COLOCOA-01 Colorado Coalition for the Homeless 2111 Champa Street Denver, CO 80205	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Company</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B : Pinnacol Assurance</td> <td style="text-align: center;">41190</td> </tr> <tr> <td>INSURER C : Houston Specialty Insurance Company</td> <td style="text-align: center;">12936</td> </tr> <tr> <td>INSURER D : Capitol Specialty Insurance Corporation</td> <td style="text-align: center;">10328</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insurance Company	18058	INSURER B : Pinnacol Assurance	41190	INSURER C : Houston Specialty Insurance Company	12936	INSURER D : Capitol Specialty Insurance Corporation	10328	INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** 1037978921 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2277274	5/23/2021	5/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2277274	5/23/2021	5/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB768893	5/23/2021	5/23/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4054944	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A C D	Crime Cyber Liability Professional Liability			PHSD1631956 H21NGP208221-00 MM20202272-02	5/23/2021 5/23/2021 5/23/2021	5/23/2022 5/23/2022 5/23/2022	Limit 1,000,000 Limit 5,000,000 Limit \$1M/\$3M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City and County of Denver, Colorado, its elected and appointed officials, employees and volunteers to the extent required by written contract, are additional insured with respect to general liability and auto liability. 30 day notice of cancellation, except 10 days for non-payment of premium, applies to the extent required by written contract as allowed by applicable law.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver, Colorado 201 West Colfax Avenue Denver CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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