

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SECOND CHANCE CENTER, INC.**, a Colorado nonprofit corporation, with its principal place of business located at 224 Potomac St., Aurora, CO 80011 (the “Contractor”), jointly “the Parties” and individually a “Party.”

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under the Agreement with the Director of the Denver Department of Public Health and Environment (“Director”) or, the Director’s Designee.

2. **SERVICES TO BE PERFORMED**: As the Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A, Scope of Work**, to the City’s satisfaction. The Contractor is ready, willing, and able to provide the services required by this Agreement. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. **TERM**: The Agreement will commence on **April 15, 2021**, and will expire, unless sooner terminated, on **December 31, 2021** (the “Term”).

4. **COMPENSATION AND PAYMENT**

a. **Fee**: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of **SIX HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS AND ZERO CENTS (\$671,562.00)** for fees. Amounts billed may not exceed rates set forth in **Exhibit A**.

b. **Reimbursable Expenses**: There are no reimbursable expenses allowed under the Agreement. All of the Contractor’s expenses are contained in **Exhibit A**.

c. **Invoicing**: The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation

required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount

i. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SIX HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS AND ZERO CENTS (\$671,562.00)** (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 the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at the Contractor's risk and without authorization under the Agreement.

ii. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar

nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."

7. **EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other

action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. INSURANCE

a. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of (Contractor/Consultant)'s breach of this

Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability, Contractor's insurer shall waive subrogation rights against the City.

e. Subcontractors and Subconsultants: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

g. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

h. Business Automobile Liability: Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

i. Professional Liability (Errors & Omissions): Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

j. Cyber Liability: Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

k. Commercial Crime including Client Coverage: Contractor shall maintain minimum limits of \$1,000,000 in commercial crime coverage. Coverage shall include theft of City's money, securities or valuable property by contractor's employees, including any extended definition of employee. Policy shall include Client Coverage. The City and County of Denver shall be named as Loss Payee as their interests may appear.

10. DEFENSE AND INDEMNIFICATION

a. The Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. The Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

c. The Contractor shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on

behalf of City will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

d. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. **COLORADO GOVERNMENTAL IMMUNITY ACT**: In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

12. **TAXES, CHARGES AND PENALTIES**: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

13. **ASSIGNMENT; SUBCONTRACTING**: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

14. **INUREMENT**: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

15. **NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

16. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

17. **SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

18. **CONFLICT OF INTEREST**

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

19. **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 City at the addresses below:

Department of Public Health and Environment
ATTN: Contract Administrator
101 W. Colfax Ave. Suite 800
Denver, CO 80220

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.

20. NO EMPLOYMENT OF ILLEGAL ALIENS 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 Contractor certifies that:

i. At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

c. The Contractor also agrees and represents that:

i. It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

ii. It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

iii. It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

iv. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the 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.

v. If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor 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 illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

vi. It will comply with any 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.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such 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 Contractor from submitting bids or proposals for future contracts with the City.

21. DISPUTES: All disputes between the City and the Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

22. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any

reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, nor to discharge, promote or demote, nor to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

24. COMPLIANCE WITH ALL LAWS: The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

25. LEGAL AUTHORITY: The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute the Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into the Agreement.

26. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

27. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

28. INTELLECTUAL PROPERTY RIGHTS: The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals,

references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The City and Contractor agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of Contractor made available, directly or indirectly, by Contractor to City as part of the Scope of Services, are the exclusive property of Contractor or the third parties from whom Contractor has secured the rights to use such product. The Contractor Materials, processes, methods and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual and irrevocable license to use the Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

29. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

30. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any

of the Contractor's advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

31. CONFIDENTIAL INFORMATION

a. City Information: The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential," or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

b. Use and Protection of Proprietary Data or Confidential Information

i. Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing data, Proprietary Data or confidential information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the

Executive Director and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

ii. The Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

iii. The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

c. **Employees and Subcontractor:** The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

d. **Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by

third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

e. **Contractor's Confidential Information; Open Records**: If the City is furnished with proprietary data or confidential information that may be owned or controlled by Contractor ("Contractor's Confidential Information"), the City will endeavor, to the extent provided by law, to comply with the requirements provided by the Contractor concerning the Contractor's Confidential Information. However, the Contractor understands that all the material provided or produced by the Contractor under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S. In the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of it's the Contractor Confidential Information and take necessary legal recourse. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify, save, and hold harmless the City from any Claims arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Section including, without limitation, prompt reimbursement to the City of all reasonable attorneys' fees, costs, and damages that the City may incur directly or may be ordered to pay by such court.

f. If the Contractor receives personal identifying information ("PII") under this Agreement, the Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII and the nature and size of the Contractor's business and its operations. The Contractor shall be a "Third-Party Service Provider" as defined in C.R.S § 24-73-103(1)(i), and shall maintain security procedures and practices consistent with C.R.S §§ 24-73-101 *et seq.* Unless the Contractor agrees to provide its own security protections for the information it discloses, the Contractor shall require all its subcontractors, employees, agents, and assigns to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII disclosed and reasonably designed to help protect the PII subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. The Contractor and its subcontractors, employees, agents, and assigns that maintain

electronic or paper documents that contain PII under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the PII to make it unreadable or indecipherable when the records are no longer needed.

32. CITY EXECUTION OF AGREEMENT: The 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.

33. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

34. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Exhibits:

Exhibit A - Scope of Work

Exhibit B - Certificate of Insurance

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Contract Control Number: ENVHL-202158589-00
Contractor Name: SECOND CHANCE CENTER, INC.

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

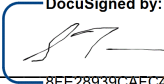
By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-202158589-00
SECOND CHANCE CENTER, INC.

By:  _____
8FE28939CAFC492...

Name: Sean Taylor
(please print)

Title: Deputy Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A
SCOPE OF WORK AND BUDGET
Second Chance Center

I Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Services between the Denver Department of Public Health & Environment (DDPHE) and Second Chance Center (SCC) to implement and operate a reentry program based on the Transition from Jail to Community (TJC) model. The objective of the reentry program is to reduce recidivism in the City and County of Denver by promoting access to services, resources, and supportive relationships for justice-involved individuals prior to release from detention or jail and continuing post-release in the community.

II Term

The term of this agreement is from April 15, 2021 through December 31, 2021.

III Services to be Provided

The TJC program utilizes best practice methods to reduce recidivism or likelihood of a person returning to jail by improving stabilization upon returning to the community and improving the quality of life for persons involved in the criminal justice system. The TJC model connects participants to services prior to their release from detention or jail, with continued services upon reentry into the community. Services include continued support, skill development, direct case management and resources, and relationships to promote positive community involvement. Cooperation and collaboration among criminal justice system and community partners is critical to providing a continuum of services. The TJC model calls for comprehensive reentry processes including, but not limited to, client assessment, transition and case planning and targeted services in the correctional and community setting based on the assessed individual's risk and needs.

In addition, best practices for reentry services are culturally responsive and address factors or "criminogenic needs" of the individual including cognitive processing, attitudes, beliefs, values and emotional regulation, employment and education including supported employment, developing positive family, peers and natural supports, productive use of time, mental health and substance use treatment and recovery support.

A. Services to be provided by Second Chance Center:

1. Will implement the Transition from Jail to Community (TJC) model by providing services, resources, and supportive relationships for medium-to-high risk offenders entering jail and continuing through their reentry process back to the community. Services and resources are to be provided to Denver residents and/or individuals returning to Denver upon release.
2. Using screenings and assessments, create a service and transition plan while the participant is still incarcerated that includes targeted interventions for successful release and post-release service delivery.
3. Where appropriate, utilize evidence-based curricula, such as:
 - Driving with Care DUI treatment
 - Moral Reconciliation Therapy/Dialectical Behavior Therapy
 - Parents on a Mission
 - Seeking Safety
4. Establish and implement pre-release and post-release service delivery based on the risk and need assessment that addresses the participant's individual criminogenic needs.
Pre-release services may include:
 - Gender-specific treatment services
 - Trauma/PTSD treatment
 - Motivational Enhancement Therapy
 - Cognitive behavioral interventions

EXHIBIT A
SCOPE OF WORK AND BUDGET
Second Chance Center

- Substance Use Education
- Employment, vocational, and education skills
- Pre-release planning and case management
- DUI education
- Parenting skills training
- Mentoring and self-help groups
- Jail in-reach with treatment providers and supervision
- Assistance with benefit applications

Post-release services may include:

- Case management
- Trauma/PTSD treatment
- Cognitive behavioral interventions
- Parenting skills training
- Peer support, mentoring, and self-help groups
- Assistance with benefit applications
- Gender-specific treatment services
- Motivational Enhancement Therapy
- Relapse Prevention/Substance Use Education
- Employment, vocational, and education skills
- DUI education and therapy groups

5. Assist participants with basic needs, such as job training, placement, and educational access for participants.
 6. Offer all services in English and Spanish and provide accommodations for other languages and differences in abilities.
- B. Contractor's responsibilities include, but are not limited to:
1. Will ensure that SCC staff attend trainings as scheduled and use training appropriately.
 2. Will be responsible for ensuring all assessments, service utilization and outcome data are tracked and will provide this data for evaluation purposes. This includes providing and/or entering all data into specified database(s).
 3. Will utilize culturally responsive teaching and service delivery methods to address individuals' unique needs.
 4. Will integrate the following recommendations to ensure successful reentry:
 - a. Collaboration for reentry services at all levels and between all stakeholders within the TJC model.
 - b. Provide reentry services at all levels until stable reentry into the community.
 - c. Prioritize mental health needs and services given the high percentage of people suffering from mental health issues who are in jail and the high level of vulnerability the population group endures. Provide appropriate mental health services and/or referrals for individuals with mental health needs.
 - d. Provide life-skills programming that focuses on practical education that includes financial literacy and money management. Where possible, financial empowerment should also address how to resolve debts incurred as a result of the participant's criminal justice case.
 - e. Provide comprehensive resource materials that contain information on available community services and resources which include updated and current contact information.
 - f. Assisting with coordination of logistical support upon release, including readily available

EXHIBIT A
SCOPE OF WORK AND BUDGET
Second Chance Center

transportation outside the jail, accessible communication devices (i.e. cell phones) and knowledge of or contact information for available community-based services and resources.

5. Staff, volunteers, and interns must complete and pass criminal background checks prior to being approved to work in the jail due to staff access to protected client data maintained by the City and County of Denver. Although good faith efforts will be made to approve staff with lived experience, DDPHE and/or the Manger of Safety and/or Denver Sheriff Department have the right to decline/reject staff based on criminal history and/or current system involvement.

IV. Process and Outcome Measures

A. Process Measures

1. Work collaboratively with other stakeholders from Denver Sheriff's Department and the Department of Public Health & Environment in daily operations, implementation team or ad-hoc committees to develop and maintain processes and practices that lead toward fidelity of the TJC model.
2. Using methodology established by the implementation team, identify realistic goals for 2022 program year.
3. Contractor shall submit accurate and timely invoices in accordance with the requirements of the Agreement.

B. Outcome Measures

1. Goals for 2022 will be established for the following metrics:
 - a. Number of people served in jail and in the community
 - b. Number of hours of services delivered (dosage)
 - c. Length of service
 - d. Other metrics as agreed upon by implementation team
2. Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered 100% of the time. Contractor shall use DDPHE's preferred invoice template, if requested.

Invoices should be submitted to: obhs.invoices@denvergov.org.

V. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the DDPHE program area and contractor may be reviewed for:

1. Program or Managerial Monitoring: The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. Contract & Financial Monitoring: Review and analysis of (a) current program information to determine the extent to which contractors are achieving established contractual goals; (b) financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement. The DDPHE program area in conjunction with the CPCC will manage any performance issues and will develop interventions that will resolve concerns.
3. Compliance Monitoring: Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, Safety and DDPHE policies are being met.

B. Reporting

EXHIBIT A
SCOPE OF WORK AND BUDGET
Second Chance Center

The following reports shall be developed and delivered to the City as stated in this section. Payment may be withheld if reports are not complete and submitted.

<p>OBHS Quarterly Reports</p>	<p>OBHS Quarterly Reports will be submitted to OBHS Program Manager or designee no later than the last day of the first month following the respective quarter. (Note: Include current and historical data from previous quarters in order to provide trend information by reporting area):</p> <ul style="list-style-type: none"> • Jail service information and community-based service information • Number of clients referred to the program for services • Number of new clients enrolled and completed intakes and by referral type • Number of continuing clients by number and type of service • Average length of stay in services by type of discharge from service. • General profile of clients served (age, ethnicity, gender) • Number of classes/groups provided, attendance and completion rates by type of class; definition of completion • Number of individual services by type and number of persons served; number of referrals by type of referral and level of follow-through with engagement • Average client caseload per case manager • Number of persons completing employment services by type, placed in jobs and length of maintaining employment as available. • Number of persons applying for benefits. • Number of clients housed and by housing type. <p>Other reported items that are not captured through data entry may include:</p> <ul style="list-style-type: none"> • Client narratives • Accomplishments, areas for improvement, missing process or data items <p>To ensure accurate monthly reporting, staff must enter data in an accurate and timely manner. Regular data integrity checks must be established and maintained.</p>	<p>Quarterly</p>	<p>CPC Program Manager and OBHSinvoices@denvergov.org</p>
<p>Contract Summary Report</p>	<p>Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement. Other data will include total budget per line item, amount spent, and an explanation as to unspent funds, etc.</p>	<p>Contract End, within 45 days after Term End.</p>	<p>OBHS.invoices@denvergov.org</p>
<p>Other reports as reasonably requested by the</p>	<p>To be determined (TBD)</p>	<p>TBD</p>	<p>TBD</p>

EXHIBIT A
SCOPE OF WORK AND BUDGET
Second Chance Center

City			
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Budget Requirements

- A. Contractor shall provide the identified services for the City with the support of DDPHE using best practices and other methods for fostering a sense of collaboration and communication.
- B. Invoices and reports shall be completed by Contractor and submitted on or before the 15th of each month following the month services were rendered 100% of the time.
- C. Contractor will work within the set budget and expend funds according to the contract. This includes payroll, check disbursement, administration of funds, invoicing/billing, budget reconciliation, and financial reports
- D. Contractor will prepare and provide monthly financial reports to DDPHE, including verification of expenditures with payroll backup or other invoices/receipts, as appropriate.
- E. Work with DDPHE regarding any audits. Keep in their original form all reentry records and documents for a minimum of three (3) years from the expiration date of the contract.
- F. CPCC funds contracted for the reentry program are to be used for staffing positions, operational costs, client services, and indirect costs.

Expenditure Categories		
Staffing Costs		
Position Title	Description of Work	Total Budget
Executive Director	The executive director of SCC is responsible for oversight of the entire program, program development and alignment with other SCC programming, accountability to CPCC, and support to the Reentry Program’s lead staff. (.1FTE)	\$7,425.00
Deputy Executive Director Reentry Program Director	Overall coordination and oversight of the Reentry Program, staff supervision, and coordination with project partners. Will lead some peer mentoring groups. (.4FTE)	\$21,450.00
Director of Care Management	Oversight of all client care provided through this project, and is also responsible for coordination of data collection, data integrity and reporting to partners and CPCC. (.4FTE)	\$20,460.00
Manager of Program Development	Coordination and documentation of development of this new program, troubleshooting any problems, and organizing the evaluation process with staff, partners and CPCC. Will also lead some peer mentoring groups. (.4FTE)	\$18,150.00

EXHIBIT A
SCOPE OF WORK AND BUDGET
Second Chance Center

Care Manager	Provides care management, partnering with clients to develop and implement their Individual Service Plan. (Up to 4 FTE)	\$165,000.00
Finance Manager	This position provides day to day management of funds and contracts through budget and reimbursement request preparation, coordinating and approving budget adjustments and revisions as necessary. (.25FTE)	\$12,375.00
PT Data Entry	managers and partners; migrate data across systems as needed; and provide technical assistance to SCC staff and partners as needed. Will work with the Program Director, Director of Care Management and Manager of Program Development on data collection and reporting for evaluation. (.5FTE)	\$13,200.00
Staffing Costs Subtotal		\$ 258,060.00
Supplies & Operating Expenses		
Item	Description of Item	Total Budget
Technology	Four computers are for the four care managers; one for the data entry specialist; and four for client use.	\$6,300.00
Client Needs	Includes client support like emergency housing, work clothing, supplies and materials, training costs, vital records, bus passes, etc.	\$88,665.00
Janitorial	960 hours annually at \$25/hour for janitorial services; this includes the extra precautions needed for COVID disinfecting and deep cleaning.	\$16,000.00
Total Supplies & Operating		\$110,965.00
Travel		
Item	Description of Item	Total Budget
Mileage	Mileage is based on an estimated 1,076 round trips from the Delaware location to the jail for care staff, using the IRS rate of 56 cents/mile.	\$8,436.00
Park	Parking in downtown Denver for 4 care managers - \$10/day x 5 days = \$200.00 monthly	\$1,800.00
Total Travel		\$10,236.00
Contractual Services		

EXHIBIT A
SCOPE OF WORK AND BUDGET
Second Chance Center

Subcontractor Name	Description of Services	Total Budget
Tribe Recovery Homes	Tribe will provide recovery housing for 40 participants, and non-residential services for up to 160 additional clients. Services include housing navigation, Medicaid-funded therapy with a master's level LPC/LAC certified professional, and "temp to hire" job placement and support. Costs cover all staffing and client resources.	\$121,900.00
Don't Look Back Center	recovery coaching, care management, and trauma informed transitional sober living. This includes CBT, DBT, DUI education and therapy if appropriate, support groups, and acu-detox. Clients have the option of participating in DLBC's transitional housing program - House of Rahab. The annual contract fee of \$50,000 covers services for 25-50 women as needed.	\$50,000.00
Harm Reduction Action Center	An estimated 100 clients who inject or smoke drugs will be referred for health and safety support, including naloxone, fentanyl testing strips, clean syringes, storage boxes for syringes, etc. HRAC can also provide an address for mail delivery and help clients access Medicaid and other government benefits. The annual contract covers materials and staff time at average rate of \$250/client.	\$25,000.00
Element of Discovery Therapist of Color Collaborative	One-on-one counseling services for 25 participants estimated at 10 sessions per individual participant. 10 X \$105 per session X 25 people = \$26,250. Programmatic oversight, clinical supervision of therapists, individual case oversight and review. Coordination and ongoing program development consultation with Second Chance Center. \$900 per month x 9 = \$8,100.00	\$34,350.00
Total Contractual		\$231,250.00
SUB-TOTAL OF DIRECT COSTS		\$610,511.00
Indirect		
Item	Description of Item	Total Amount Requested
De minimis Indirect Cost Rate of 10%		\$61,051.10
Total Indirect		\$61,051.10
TOTAL		\$671,562.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2021

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 Insurance Town & Country 1735 E. 17th Ave #3 Denver, CO 80218	CONTACT NAME: Joan Burkett	
	PHONE (A/C, No, Ext): (303)388-7216	FAX (A/C, No): (303)331-1297
E-MAIL ADDRESS: joan@insurancedenver.net		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Second Chance Center Inc 224 Potomac St Aurora, CO 80011	INSURER A : Markel	
	INSURER B : Travelers	
	INSURER C : USG	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 00010245-393219** **REVISION NUMBER: 20**

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.

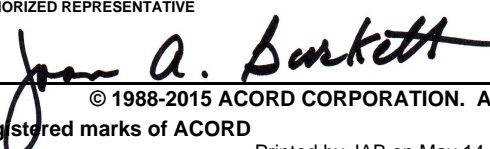
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		2DC4641	06/26/2020	06/26/2021	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 Hudson/Cyber Liabil \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Commercial Crime Cov			BINDER 2337	05/12/2021	05/12/2022	\$ 1,000,000
C	Professional			UDC-4482079-EO-20	05/08/2021	05/08/2022	Professional Liabil \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured" with regards to the commercial general liability policy

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver Department of Public Health & Environment 200 W 14th Ave #2732 Denver, CO 80204	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  (JAB)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/05/2021

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 CopperPoint Insurance Companies 3030 N. 3rd Street Phoenix AZ 85012-3068	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: CopperPoint Insurance Companies</td> </tr> <tr> <td>PHONE (A/C. No. Ext): 602.631.2300 or 866.284.2694</td> <td>FAX (A/C. No): 602.631.2599</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: COPPERPOINT AMERICAN INSURANCE COMPA</td> <td>NAIC # 13751</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME: CopperPoint Insurance Companies		PHONE (A/C. No. Ext): 602.631.2300 or 866.284.2694	FAX (A/C. No): 602.631.2599	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A: COPPERPOINT AMERICAN INSURANCE COMPA	NAIC # 13751	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME: CopperPoint Insurance Companies																					
PHONE (A/C. No. Ext): 602.631.2300 or 866.284.2694	FAX (A/C. No): 602.631.2599																				
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INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Second Chance Center, Inc. 9722 East 16th Ave. Aurora CO 80010																					

COVERAGES **CERTIFICATE NUMBER: 1** **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1022230	12/01/2020	12/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

0012 - CO - PAID FURLOUGHED EMPLOYEES, 8810 - CO - CLERICAL OFFICE EMPLOYEES-N.O.C., 8864 - CO - SOCIAL SERVICES ORGANIZATION--ALL EMPLOYEES & SALESPERSONS, 8871 - CO - CLERICAL TELECOMMUTER EMPLOYEES

CERTIFICATE HOLDER **CANCELLATION**

Second Chance Center, Inc. 224 Potomac Street Aurora CO 80011	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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PROGRESSIVE
PO BOX 94739
CLEVELAND, OH 44101

PROGRESSIVE
COMMERCIAL

Named insured

SECOND CHANCE CENTER
9722 EAST 16TH AVENUE
NORTH AURORA, CO 80010

Policy number: 02032199-1

Underwritten by:
Artisan and Truckers Casualty Co
REFERENCE NUMBER: 23534
February 23, 2021
Policy Period: Apr 15, 2021 - Apr 15, 2022
Page 1 of 2

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Online Service

Make payments, check billing activity, print policy documents, or check the status of a claim.

1-800-444-4487

For customer service and claims service,
24 hours a day, 7 days a week.

Commercial Auto Insurance Coverage Summary

This is your Renewal Declarations Page

This Renewal Declarations Page is effective only if the minimum amount due to renew your policy is received or postmarked by April 15, 2021.

Your coverage begins on April 15, 2021 at 12:01 a.m. This policy expires on April 15, 2022 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (02/19). The contract is modified by forms 2852CO (02/19), Z313 (02/19), 4852CO (06/05), 4881CO (02/19) and Z228 (01/11).

The named insured organization type is a corporation.

Outline of coverage

Policy level coverage	Limits	Deductible	Premium
Uninsured/Underinsured Motorist	\$1,000,000 combined single limit		\$513
Total policy level coverage			\$513
Summary level coverage	Limits	Deductible	Premium
Liability To Others			\$2,526
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Uninsured Motorist Property Damage	Rejected		--
Medical Payments	Rejected		--
Roadside Assistance			94
See Auto Coverage Schedule			
Total summary of coverage			\$2,620
Total 12 month policy premium			\$3,133

Rated driver

1. KIMBERLY KENDRICK

Auto coverage schedule

1. **2003 Dodge Dakota**

VIN: 1D7HG12X43S146883

Garaging Zip Code: 80010

Radius: 50

Liability
Premium

Liability
\$1,271

Other Coverages
Premium

Roadside
Limit
Selected

Roadside
Premium
\$47

Auto Total
\$1,318

2. **2002 Chevrolet Tahoe C1500/K15**

VIN: 1GNEK13Z12R226411

Garaging Zip Code: 80010

Radius: 50

Liability
Premium

Liability
\$1,255

Other Coverages
Premium

Roadside
Limit
Selected

Roadside
Premium
\$47

Auto Total
\$1,302

Premium discounts

Policy

02032199-1

Business Experience and Paid In Full

Company officers



Secretary