

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **COLORADO NONPROFIT DEVELOPMENT CENTER**, a Colorado nonprofit corporation, whose address is P.O. Box 18770, Denver, Colorado 80218 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated August 5, 2024, and an Amendatory Agreement dated April 16, 2025, (collectively, the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work and Budget, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to update scope of work and budget exhibit, and update the certificate of insurance exhibit.

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

1. **Exhibit A-1**, Scope of Work and Budget is hereby deleted in its entirety and replaced with **Exhibit A-2, Scope of Work and Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A-1** are changed to **Exhibit A-2**.

2. **Exhibit B-1**, Certificate of Insurance is hereby deleted in its entirety and replaced with **Exhibit B-2, Certificate of Insurance**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B-1** are changed to **Exhibit B-2**.

3. As herein amended, the Agreement is affirmed and ratified in each and every particular.

4. 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 FOLLOW.]

Contract Control Number: ENVHL-202683659-02 / 202370550-02
Contractor Name: COLORADO NONPROFIT DEVELOPMENT CENTER

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

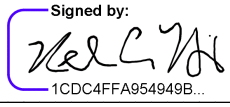
By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-202683659-02 / 202370550-02
COLORADO NONPROFIT DEVELOPMENT CENTER

By:  _____
Signed by:
1CDC4FFA954949B...

Name: Melinda Higgs
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-2

SCOPE OF WORK & BUDGET

I. Purpose of Agreement

The purpose of this contract is to establish an agreement and Scope of Services between the Denver Department of Public Health and Environment (the “Program”) and Colorado Nonprofit Development Center d.b.a. Harm Reduction Action Center (the “Provider”).

The Provider shall provide the identified services for the City under the support and guidance of the Denver Department of Public Health and Environment using best practices and other methods for fostering a sense of collaboration and communication.

II. Program Services and Descriptions

The Provider will be granted funds to provide the following services in the city and county of Denver: The Harm Reduction Action Center (HRAC), in coordination with the City and County of Denver, will purchase a permanent facility to house their critical work providing health access services to over 4,000 individuals per year. Since 2002, the HRAC has been the primary provider of people who inject drugs (PWID) centered education and services in Colorado. More recently since 2020, smokers of crack, meth, and fentanyl have been integrated into services. The reason that HRAC has been so successful in our work is because we have cultivated a truly safe space where folks who use drugs are respected, treated with dignity, and empowered to improve their health.

The following partners will be subcontracted:

- N/A

III. Evaluation Plan

The Provider will be evaluated on their fulfillment of the objectives listed below. The Program will provide technical assistance to the Provider to finalize a formal evaluation plan within the first quarter of the project period.

IV. Workplan



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EXHIBIT A-2

SCOPE OF WORK & BUDGET

PROJECT PERIOD: 1/1/2026 - 12/31/2026

ACTIVITY/MILESTONE DESCRIPTION	TIMELINE FOR COMPLETION	MEASURABLE OUTCOMES/DELIVERABLES	
OBJECTIVE 1			
By December 2026, the HRAC, in coordination with the City and County of Denver, will purchase a permanent facility to house our body of work with over 15,000 unique episodes annually.			
ACTIVITY/MILESTONE 1	Work with realtor to find a location	On-going	Report to funder
ACTIVITY/MILESTONE 2	Work with DDPHE to finalize any issues with location	On-going	Report to funder
ACTIVITY/MILESTONE 3	Once purchased, will provide community neighborhood outreach	On-going	Will provide robust community outreach implementation plan per DDPHE board of health rules and invite DOAC council for a tour
ACTIVITY/MILESTONE 4	Open House for the community	On-going	Pictures to prove it
OBJECTIVE 2			
In 2026, HRAC will provide 4,000 individuals with sterile syringe/pipe access, referrals, rules of agency engagement, access to on-site service providers, and critical health care.			
ACTIVITY/MILESTONE 1	People who use drugs will have increased access to health education, on-site service providers, community rules, and sterile supplies.	On-going	All data regarding fixed site activities will be provided by Programs Director through data collection through intakes, daily logs, and PWUD Advisory Committee notes
ACTIVITY/MILESTONE 2	People who use drugs will report will provide extensive feedback re: supplies, drug trends, programming, advocacy efforts, rules, regulations, policies, procedures, positive interactions with staff, volunteers, and programming to PWUD Advisory Committee.	On-going	Written and or verbal data collected in monthly PWUD Advisory Committee. Success will be indicated by participants reporting that the classes, materials, and supplies provided by HRAC addresses their largest concerns associated with their drug use. Success will also be indicated by additional opportunities uncovered for HRAC to design programming to meet the needs of our participants.
OBJECTIVE 3			
In 2026, HRAC will distribute 2,000 doses (1,000 kits) of naloxone to people who use opioids, and third parties.			
ACTIVITY/MILESTONE 1	People who use drugs will have increased access to naloxone.	On-going	Self-reporting of number of incidents where doses of naloxone are administered by HRAC staff and participants to reverse an opioid overdose. Success is measured by the number of lives saved through the successful administration of naloxone resulting in the reversal of an opioid overdose.
OBJECTIVE 4			
In 2026, HRAC will host 200 tours of our space for medical professionals, first responders, policy makers, law enforcement, and the general public to promote education and increased understanding of the needs of people who use drugs.			
ACTIVITY/MILESTONE 1	Tour guests will be diverse in profession/interest	On-going	Follow up email from HRAC staff to tour participants re: harm reduction information to change their level of knowledge surrounding the needs of people who use drugs as a result of their tour of the HRAC. The education and tailored-specific information will increase their level of knowledge surrounding the needs of people who use drugs as a result of their tour of the HRAC.
ACTIVITY/MILESTONE 2	Tour participants will act with more humanity towards people who use drugs and provide a higher standard of care.	On-going	HRAC staff who host tours will continue to educate folks post-tour via email for additional information pertinent to understanding how to work with, and serve, PWUD.



EXHIBIT A-2 SCOPE OF WORK & BUDGET

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V. Performance Management and Reporting

The Provider is required to report on activities, program outputs, and outcomes as outlined in this section and work in partnership with the Program staff for shared learning to aid Denver’s ongoing opioid abatement efforts. Monitoring will be performed by Denver Department of Public Health and Environment (DDPHE) staff and/or designee. The Provider should expect to share all data and evaluation products with DDPHE.

Performance management and reporting may include:

1. **Program Monitoring/Evaluation-Related Activities:** Review and analysis of current program information to determine the extent to which the Provider is achieving agreed upon goals. This may include the review and analysis of evaluation dashboards, primary provider data, provider aggregate reports, client and partner feedback, the Provider’s evaluation plan referenced in Section III, reporting forms, and annual reports. As needed, the Program may attend evaluation site visits or check-ins to understand progress towards agreed-upon goals in this agreement.
2. **Fiscal Monitoring:** Review financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement.
3. **Administrative Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DDPHE policies are being met.

The table below summarizes required reporting activities and due dates. The Program may require additional measures to be reported or change the frequency of reporting throughout the period of performance given the evolving nature of the drug overdose epidemic.

Activity	Description	Due Date	Submit to
Report 1	Performance Measure and Data Monitoring	Monthly	OAF Program
Evaluation Plan	The Provider will submit a plan outlining how they will measure fulfillment of objectives within the first quarter of the project period	End of Q1	OAF Program
Report 2	Evaluation Monitoring	Quarterly	OAF Program
Report 3	Final Report	Annually	OAF Program
Annual Site Visit	Onsite evaluation of project outcomes and fiscal monitoring	Annually	OAF Program



EXHIBIT A-2 SCOPE OF WORK & BUDGET

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Other reports and data sharing as requested	To be determined (TBD)	TBD	TBD
Program Meetings	Attendance and participation at regularly scheduled community of practice meetings, grantee check-ins, office hours, and collaborative partner meetings	Monthly	N/A

VI. Budget

The budget for this agreement is outlined below.

Term	1/1/2026 - 12/31/2026				
Budget Categories					
Other / Miscellaneous					
Item	Description	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from OAF
Building	Funds available for building purchase in coordination with the City and County of Denver	Yes	1	\$850,000	\$850,000.00
Total Other					\$850,000.00
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)					\$850,000.00
Indirect					
Item	Description				Total Amount Requested from OAF
Indirect rate (if applicable):	Indirect Costs: DDPHE policy places a ten percent (10%) cap on reimbursement for indirect costs, based on the total contract budget. The Colorado Nonprofit Development Center is the Harm Reduction Action Center's fiscal sponsor				\$85,000.00
TOTAL INDIRECT COSTS					\$85,000.00
TOTAL AMOUNT REQUESTED FROM OAF					\$935,000.00

Total Contract term: 1/1/2024-12/31/2026

Maximum Contract Amount including any indirect costs: \$935,000.00

\$715,000 of unspent Y2 funds rolled over to Y3

Indirect Cost Limit: The Provider’s total indirect costs cannot exceed 10% of the Maximum Grant Amount as listed in the Budget. Indirect costs are defined as the administrative costs that are incurred for common or joint activities that cannot be identified specifically with a particular project or program. Administrative costs can be included in indirect costs and defined as the costs incurred for usual and recognized overhead, including management and oversight of specific programs funded under this contract; and other types of program support such as quality assurance, quality control, and related activities. Direct costs are costs that can be directly charged to the Program, and which are incurred in the provision of direct services.

Examples of indirect costs include: Salaries and related fringe benefits for accounting, secretarial, and management staff, including those individuals who produce, review and sign monthly program and fiscal reports; Consultants who perform administrative, non-



EXHIBIT A-2

SCOPE OF WORK & BUDGET

service delivery functions; General office supplies; Travel costs for administrative and management staff; General office printing and photocopying; General liability insurance; Audit fees, rent, utilities, general office supplies and equipment/technology.

VII. Invoice

This is a sample invoice. This template is subject to change.

VIII. Payments

Invoices, spending reports, and backup documentation, if required, shall be completed and emailed to OAFInvoices@denvergov.org on or before the 15th of each month following the month of services rendered 100% of the time.

All non-personnel purchases of \$1,000 or more must have back up documentation submitted with the invoice and report each month to DDPHE. The Provider is required to keep on file all documentation of purchase of items and/or payment less than \$1,000 but does not need to submit those back up documents with invoice and report unless the Program specifically requests it.

The Provider shall use the DDPHE invoice template in Section VII unless the Program gives approval for the Provider to use their own template. In the event of extenuating circumstances, invoices can be processed with immediate payment terms.

IX. General Requirements

This award is funded through DDPHE's Opioid Abatement Funds (OAF) Program. The City and County of Denver, along with other local governments throughout Colorado and the United States, filed a lawsuit against opioid manufacturers, distributors and pharmacies seeking to hold them responsible for their contributions to the opioid epidemic. Those lawsuits resulted in certain litigation settlements and the availability of funds to address and abate the impacts of opioid misuse. DDPHE created the OAF Program to support the Denver Opioid Abatement Council (DOAC) in overseeing the equitable and effective disbursement of settlement funds throughout the city and county of Denver. The DOAC and other regional opioid abatement councils in Colorado are working in partnership with the Colorado Office of the Attorney General to ensure settlement funds are utilized in accordance with the terms of the [Colorado Opioids Settlement Memorandum of Understanding \(MOU\)](#). Awardees must also comply with the terms of the MOU.

Contract amendments to include additional years of service will be dependent on funds received, program strategy and goals, and approval by the DOAC. The Program may require the Provider to submit updated budgets and scopes of work to be considered for continued funding.



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EXHIBIT A-2

SCOPE OF WORK & BUDGET

The Provider shall follow the OAF Program Communication Guidelines, including displaying signage and/or online banners noting that the program receives funding from DDPHE and the OAF Program. The OAF Program will provide electronic files (e.g., logos) and guidelines for printing and/or displaying on websites, social media accounts, and other materials.

X. Other

Additional document and activity requirements that may be requested for this contract:

- Organizational Chart, Financial Reports, etc.
- Updated Certificate of Insurance
- Presenting progress and outcomes to the Denver Opioid Abatement Council
- Collaborating with the OAF Program on data analysis and needs assessments
- Reports and information for Program Evaluation, as required
- The Provider shall submit updated documents which are directly related to the delivery of services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/6/2026

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 IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	CONTACT NAME: IMA Certs Team PHONE (A/C No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: certificates@imacorp.com														
License#: PC-1210733 COLONON-03	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Alliance of Nonprofits for Insurance, Risk Retenti</td> <td style="text-align: center;">10023</td> </tr> <tr> <td>INSURER B : Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td>INSURER C : Pinnacol Assurance</td> <td style="text-align: center;">41190</td> </tr> <tr> <td>INSURER D : Liberty Insurance Corporation</td> <td style="text-align: center;">42404</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 : Alliance of Nonprofits for Insurance, Risk Retenti	10023	INSURER B : Zurich American Insurance Company	16535	INSURER C : Pinnacol Assurance	41190	INSURER D : Liberty Insurance Corporation	42404	INSURER E :		INSURER F :	
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INSURER D : Liberty Insurance Corporation	42404														
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 2142324008** **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 <input checked="" type="checkbox"/> SEXUAL <input checked="" type="checkbox"/> MISCONDUCT INCL. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		02CP00140130102	3/1/2026	3/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
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			02CP00140130102	3/1/2026	3/1/2027	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 DED <input checked="" type="checkbox"/> RETENTION \$ 0			02CP00140130102	3/1/2026	3/1/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B C	<input checked="" type="checkbox"/> 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 N	N/A	WC932782005 4024004	12/1/2025 12/1/2025	12/1/2026 12/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Blanket Personal Property & EDP Combined			BFS70279180	3/1/2026	3/1/2027	Limit \$658,720 Deductible \$1,000 SPC Form/RC

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

Cyber Liability Coverage: Policy #H26NGP21262604
 Effective Dates: 3/1/2026 - 3/1/2027 Insurer: Houston Casualty Company
 \$1,000,000 Limit - 3rd Party; \$1,000,000 Limit - 1st Party; \$5,000 Retention
 Retro Date: 12/1/2017

Certificate Holder and all other parties required by the contract are included as Additional Insured on the General Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.
 The City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insured on the Automobile Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City & County of Denver Dept of Public Health and Environment Division of Shared Services & Business Operations 101 W. Colfax Ave., Suite 800 Denver CO 80202	<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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