

## AGREEMENT

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **THE COLORADO COALITION FOR THE HOMELESS**, a Colorado nonprofit corporation whose address is 2111 Champa St, Denver, CO 80205 (the “Contractor”), individually a “Party” and jointly the “Parties.”

**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 Parties incorporate the recitals set forth above and agree as follows:

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under this Agreement with the Executive Director (“Director”) of the Department of Housing Stability (“Agency” or “HOST”) 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 this Agreement and in accordance with the terms of this Agreement.
3. **TERM**: This Agreement will commence on October 1, 2023 and will expire, unless sooner terminated, on December 31, 2026 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.
4. **COMPENSATION AND PAYMENT**
  - 4.1. **Budget**: The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred and paid under this Agreement payment not to exceed the line budget amounts set forth in **Exhibit A**. Amounts billed may not exceed the budget amounts set forth in **Exhibit A**.
  - 4.2. **Reimbursable Expenses**: There are no reimbursable expenses allowed under this Agreement. All the Contractor’s expenses are contained in the budget in **Exhibit A**. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.
  - 4.3. **Invoicing**: The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought as well as other 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. Funds will be disbursed in appropriate monthly increments, upon receipt and approval of the Contractor’s monthly invoices and any City required budget documents or reports. The Contractor’s invoices will include all appropriate supporting documentation that may be pertinent to the services performed or expenses incurred and paid

under this Agreement. The Contractor's invoices must identify costs and expenses incurred and paid in accordance with the budget contained in **Exhibit A**. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only for work performed and expenses incurred and paid during the prior month. Invoices submitted for payment must be received by the Agency as detailed in the attached **Exhibit A** or as directed. Invoices submitted for services rendered that are submitted after such deadline are untimely and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. If applicable, timesheets must reflect the amount of time, in hours and quarter-hours, attributable to each activity performed under this Agreement. If the Contractor allocates allowable costs to more than one grant, project, or contract, then timesheets must further identify the allocation of allowable costs for each grant, project, or contract.

#### **4.4. Maximum Contract Amount**

**4.4.1.** Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed SIX MILLION FOUR HUNDRED THOUSAND DOLLARS (\$6,400,000) (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** or performed outside the Term are performed at the Contractor's risk and without authorization under this Agreement.

**4.4.2.** 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 this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**4.4.3.** If, as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents, and employees, from and against all disallowed costs.

**5. PERFORMANCE MONITORING/INSPECTION:** The Contractor shall permit the Director to monitor and review the Contractor's performance under this Agreement. The Contractor shall make available to the City for inspection all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Agreement to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement. All such monitoring and inspection shall be performed in a manner

that will not unduly interfere with the services to be provided under this Agreement.

6. **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.
7. **TERMINATION**
  - 7.1. The City has the right to terminate this Agreement with cause upon written notice effective immediately, and without cause upon ten (10) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the Director.
  - 7.2. Notwithstanding the preceding paragraph, the City may terminate this 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.
  - 7.3. Upon termination of this 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 this Agreement.
  - 7.4. If this 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 this 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."
8. **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 this 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.

9. **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 this Agreement constitutes a waiver of any other breach.

10. **INSURANCE**

10.1. **General Conditions**: The 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. The Contractor shall keep the required insurance coverage in force at all times during the term of this 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, the 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. The 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.

10.2. **Proof of Insurance**: The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The 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 the Contractor'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.

10.3. **Additional Insureds**: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the 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.

- 10.4. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability – if required, the Contractor’s insurer shall waive subrogation rights against the City.
- 10.5. Subcontractors and Subconsultants:** The 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.
- 10.6. Workers’ Compensation and Employer’s Liability Insurance:** The 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.
- 10.7. Commercial General Liability:** The 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. Policy shall not contain an exclusion for sexual abuse, molestation, or misconduct.
- 10.8. Automobile Liability:** The 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.
- 10.9. Professional Liability (Errors & Omissions):** The 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.

## **11. DEFENSE AND INDEMNIFICATION**

- 11.1.** 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.
- 11.2.** 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.
- 11.3.** 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.

**11.4.** 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.

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

**12. COLORADO GOVERNMENTAL IMMUNITY ACT:** In relation to this 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.*

**13. 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 this Agreement and shall not allow any lien, mortgage, judgment, or execution to be filed against City property.

**14. 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 this 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 subconsultant, subcontractor, or assign.

**15. INUREMENT:** The rights and obligations of the Parties to this 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 this Agreement.

**16. NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this 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 this Agreement is an incidental beneficiary only.

**17. 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.

**18. SEVERABILITY:** Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision

of this 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.

**19. CONFLICT OF INTEREST**

**19.1.** No employee of the City shall have any personal or beneficial interest in the services or property described in this 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.

**19.2.** The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this 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 this Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

**20. NOTICES:** All notices required by the terms of this 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 Contractor at the address aforementioned and to the City at the addresses below:

Executive Director, Department of Housing Stability  
201 W. Colfax Ave., 6th Floor  
Denver, CO 80202

With a copy 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.

**21. DISPUTES:** All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by § 56-106(b)-(f), D.R.M.C. 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:** This 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 this 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 this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

- 24. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 25. NO DISCRIMINATION IN PROGRAM ASSISTANCE:** In connection with the performance of work under this Agreement, the Contractor may not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, ancestry, gender, age, military status, sexual orientation, gender identity or gender expression, marital or domestic partner status, political beliefs or affiliation, familial or parental status—including pregnancy, medical condition, military service, protective hairstyle, genetic information, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 26. FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES:** The Contractor shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.
- 27. MOTEL VOUCHERS:** The City will not be responsible in any way for any loss or damage to persons or property caused by recipients of shelter services under this Agreement. As previously stated in this Agreement, funds will be disbursed in appropriate monthly increments, upon receipt and approval of the Contractor’s monthly invoices and any City required budget documents or reports. This also includes City issued housing vouchers. Additionally, the Contractor’s invoices will reflect the total number of persons for whom shelter was provided during the period for which the payment is requested and will address all completed project outcomes.
- 28. 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. These laws, regulations, and other authorities are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated.
- 29. 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 this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.
- 30. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any Party merely because any provisions of this Agreement were prepared by a particular Party.



- 31. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.
- 32. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to this Agreement or to services performed pursuant to this 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 this 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.
- 33. 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 Parties 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 the Contractor made available, directly or indirectly, by the Contractor to the City as part of the Scope of Services (collectively, “Contractor Materials”), are the exclusive property of the Contractor or the third parties from whom the Contractor has secured the rights to use such product. 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 Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.
- 34. SURVIVAL OF CERTAIN PROVISIONS:** The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this 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.
- 35. CONFIDENTIAL INFORMATION**
- 35.1.** “Confidential Information” means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential,

proprietary, or its equivalent. Each of the Parties may disclose (a “Disclosing Party”) or permit the other Party (the “Receiving Party”) access to the Disclosing Party’s Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

- 35.2.** The Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws, rules, policies, publications, and guidelines. If the Contractor receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.
- 35.3.** Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.
- 35.4.** Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to the City for disclosure of confidential materials, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or

costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

### **36. PROTECTED INFORMATION AND DATA PROTECTION**

- 36.1.** Compliance with Data Protection Laws: The Contractor shall comply with all applicable laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder and, when applicable, the most recent iterations of § 24-73-101, et seq., C.R.S.; § 24-85-103 (2.5), C.R.S.; IRS Publication 1075; the Health Information Portability and Accountability Act (HIPAA); the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all Criminal Justice Information; the Colorado Consumer Protection Act; and the Payment Card Industry Data Security Standard (PCI-DSS), (collectively, "Data Protection Laws"). If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.
- 36.2.** Personal Information: "PII" means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-73-101, C.R.S. "PII" shall also mean "personal information" as set forth at § 24-73-103(1)(g), C.R.S. If receiving PII under this Agreement, the Contractor shall provide for the security of such PII, in a manner and form acceptable to the City, including, without limitation, City non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, and security audits. In addition, as set forth in § 28-251, D.R.M.C., the Contractor, including, but not limited to, the Contractor's employees, agents, and subcontractors, shall not collect or disseminate individually identifiable information about the national origin, immigration, or citizenship status of any person, over and above the extent to which the City is required, under this Agreement, to collect or disseminate such information in accordance with any federal, state, or local law.
- 36.3.** Safeguarding Protected Information: "Protected Information" means data, regardless of form, that has been designated as private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student records, education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and PII. Protected Information shall not include public records that by law must be made available to the public pursuant to the Colorado Open Records Act § 24-72-201, et seq., C.R.S. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City

or an appropriate legal authority. Unless the City provides security protection for the information it discloses to the Contractor, the Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, et seq., C.R.S.

**36.4.** Data Access and Integrity: The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards, guidelines, and Data Protection Laws applicable to the Contractor's performance hereunder to ensure the security and confidentiality of all data. The Contractor shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of any data; restrict access to data as necessary; and ensure the proper use of data. The Contractor shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. All data and Protected Information shall be maintained and securely transferred in accordance with industry standards. Unless otherwise required by law, the City has exclusive ownership of all data it discloses under this Agreement, and the Contractor shall have no right, title, or interest in data obtained in connection with the services provided herein.

**36.5.** Data Retention, Transfer, Litigation Holds, and Destruction: Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of this Agreement, the Contractor shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Contractor is required by law to retain data, including Protected Information. Upon the City's request, the Contractor shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor's exclusive custody, the City may request that the Contractor preserve such data outside of its usual record retention policies. The City will promptly coordinate with the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by

shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable.

- 36.6.** Software and Computing Systems: At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information, with Protected Information, received as a result of the Contractor's services under this Agreement. The Contractor shall comply with all requirements, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, enhancements, or updates consistent with evolving industry standards, and periodic penetration testing.
- 36.7.** Background Checks: The Contractor will ensure that, prior to being granted access to Protected Information, the Contractor's agents, employees, subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data.
- 36.8.** Subcontractors and Employees: If the Contractor engages a subcontractor under this Agreement, the Contractor shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the services provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its subcontractor's compliance with the obligations of this Agreement and for any of its subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentiality of any disclosed data shall apply equally to both the Contractor and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies.
- 36.9.** Security Breach: If the Contractor becomes aware of an unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of Protected Information or data maintained or provided by the City ("Security Breach"), the Contractor shall notify the City in the most expedient time and without unreasonable delay. The Contractor shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and Data Protection Laws. The Contractor shall preserve and provide all information

relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. The Contractor shall indemnify, defend, and hold harmless the City for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach or lawful notices.

**36.10.** Request for Additional Protections and Survival: In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City's request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor to comply with the request at the City's expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentiality of any disclosed data shall survive termination of this Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor's possession or control.

**37. DATA PROTECTION:** The Contractor shall comply with all applicable international, federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder. The Contractor shall maintain security procedures and practices consistent with §§ 24-73-101 *et seq.*, C.R.S., and shall ensure that all regulated or protected data, provided under this Agreement and in the possession of the Contractor or any subcontractor, is protected and safeguarded, in a manner and form acceptable to the City and in accordance with the terms of this Agreement, including, without limitation, the use of appropriate technology, security practices, encryption, intrusion detection, and audits.

**38. TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

**39. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.

**40. CITY EXECUTION OF AGREEMENT:** This 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.

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

**42. 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.

**43. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this 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 this 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 this 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.

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**Contract Control Number:**  
**Contractor Name:**

HOST-202369929  
THE COLORADO COALITION FOR THE HOMELESS

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_



**Contract Control Number:**  
**Contractor Name:**

HOST-202369929  
THE COLORADO COALITION FOR THE HOMELESS

By:   
2384DB05C80F4EB...

Name: Britta Fisher  
(please print)

Title: President & CEO  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## SCOPE OF WORK

### DEPARTMENT OF HOUSING STABILITY

### THE COLORADO COALITION FOR THE HOMELESS

### HOST-202369929

#### I. INTRODUCTION

**Period of Performance Start and End Dates:** 10/01/2023 – 12/31/2026

**Project Description:**

The purpose of this contract agreement is to provide a Department of Housing Stability (HOST) award for \$6,400,000.00. These funds will be provided to The Colorado Coalition for the Homeless (CCH) to be utilized for Encampment Resolution Outreach to address unsheltered homelessness in the City and County of Denver.

<b>Funding Source:</b>	<b>Homelessness Resolution Fund</b>
<b>Project Name:</b>	<b>Encampment resolution</b>
<b>Budget Type:</b>	<b>Focused Cost Reimbursement</b>
<b>Contractor Address:</b>	<b>2111 Champa St, Denver, CO 80205</b>
<b>Organization Type:</b>	<b>Non-Profit</b>

#### II. SERVICES DESCRIPTION

- A. The Encampment Resolution Initiative is designed to systematically engage persons experiencing homelessness who are encamped, living outside in a group of three or more in tents or other make-shift structures and rapidly assist all individuals to move directly into non-congregate shelter, bridge housing or a housing unit with supportive services within four (4) weeks of initial engagement. The purpose of this initiative is to engage whole encampments of people experiencing homelessness with the intention of moving every individual based on their choice and appropriate, available options, and resolve and maintain closure of the encampment site.
- B. Specific encampments will be targeted in collaboration with the City & County of Denver prior to closure. Encampment Resolution Outreach teams will engage encamped residents and utilize housing-focused outreach to support households' movement to non-congregate, shelter alternatives, and/or housing. The team then moves to the next encampment and offers the same resolution services, contributing to a reduction in the number of individuals living unsheltered and in encampments.

C. Contractor will

1. In collaboration with City of Denver and HOST, determine quarterly service targets. Initially, target for households served will be set as a minimum of 90 households per quarter, based on the availability of next-step resources, up to the maximum of 500 individuals at one time actively enrolled in encampment resolution.
2. Assist persons living in encampments to move directly to rental units using rent assistance or move directly to dedicated non-congregate shelter units or bridge housing until a rehousing subsidy is available.
3. Provide move-in assistance and client support by acquiring all necessary documentation needed to house someone
4. Provide housing navigation and landlord recruitment to secure housing units.
5. Coordinate with other City agencies to support encampment resolution.

CI. Services and components include

1. Targeted housing-focused outreach and engagement
2. Inclusive of staff with lived expertise
3. Housing Navigation
4. Landlord Recruitment
5. Behavioral health, substance misuse, and harm reduction services
6. Case Management

CII. Client services include, but are not limited

1. Outreach services will be delivered to clients at the designated encampment area(s).
2. Transporting clients to the next appropriate indoor option
3. Assisting clients with securing and/or submitting the necessary documents for long-term housing solutions, as well as transporting clients to view units as necessary
4. Assisting clients with obtaining benefits and income acquisition, replacing vital identification documents, reunification, applying for subsidized housing, connection to behavioral and physical health services, and referral through OneHome, and other housing stabilization resources
5. Facilitating a smooth transition to long-term housing programs, including enrolling the client in rent assistance and case management services, meeting with individuals as they prepare for move-in, setting up utilities, assisting with transportation and support during lease signing, and continuing supportive services until transfer of care is fully coordinated with long-term care team, when client is connected to permanent supportive housing.

CIII. Operations

1. Contractor must designate a team lead to serve as on-site field coordinator during the City designated resolution cycles. They will work in partnership with the City-lead and participate in daily initiative planning and briefing meetings.

2. Contractor Staff will remain consistent throughout the encampment resolution process from engagement to move-in and work as a team to ensure move-in and transition.
3. Contractor is strongly encouraged to hire staff to include people who have lived experiences of homelessness, mental health and/or substance misuse on their team.
4. Contractor will participate in case conferencing with other outreach and services teams both internal and external to the agency at a cadence set by HOST
5. Contractor will provide low barrier services that are housing focused and use a progressive engagement strategy.
6. Contractor shall retain discretion to suspend deployments to environments that have clear, present, and imminent safety risk. These risks, or any emergent incident that interferes with outreach deployment, shall be promptly communicated to HOST.

### **III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES**

#### **A. Contractor will:**

1. Work with City to host any city-designated sensitivity training on an annual basis.
2. Provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date. Ensure direct-service staff complete training refresher on a biennial basis.
  - a. Sensitivity Training is available at [https://denvergov.org/media/denvergov/housingstability/context\\_of\\_homelessness/story.html](https://denvergov.org/media/denvergov/housingstability/context_of_homelessness/story.html)
  - b. The Chief Executive Director or their delegate are required to complete and sign the “Statement of Completion of Required Training: Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness” form biennially and submit to HOST.
3. Post the City and County of Denver’s Anti-Discrimination Office signage in an area where information is available to staff and program participants.

#### **B. The City will:**

1. Provide signage that includes information about the City and County of Denver’s Anti-Discrimination Office in both [Spanish and English](#).

### **IV. EQUITY ACCESS AND OUTCOMES**

The Department of Housing Stability, in alignment with the Mayor’s Office of Social Equity and Innovation, values racial equity and inclusiveness and seeks to reflect this value in our funding practices. Our commitment to producing racially equitable housing outcomes is paramount to HOST’s overall mission of Denver residents being healthy, housed and connected. HOST requires all programs it funds to report on the demographic characteristics of households served by the program throughout the duration of the contract in coordination with other required reporting. The contractor will also report on the demographics of staff working on this program throughout the duration of this contract. Specific information outlining the required data systems to be used and data to be collected are contained within the scope of work of this contract. This information will help HOST monitor demographic trends in who is served. The underlying objective of collecting and disaggregating data and outcomes by race is to understand who is currently served by HOST funded programs. This

information will help inform future evaluation on any potential disparate impacts across HOST programs, as well as strategies to help address equity in access to and outcomes from programs where appropriate. Additionally, HOST program and monitoring staff will be reviewing data, and will discuss your program's progress or challenges towards racially equitable services and outcomes at site visits and monitoring.

**V. FUNDS WILL BE USED TO**

**A.** Homelessness Resolution Funds in the amount of \$6,400,000.00 will be utilized to support Encampment Resolution Outreach to address unsheltered homelessness in the City and County of Denver. An amendment will be completed to add funding at a later date. This organization does not receive income from operations and non-personnel costs are being funded.

	2023	2024	2025	2026
<b>Homelessness Resolution Fund</b>	<b>\$1,000,000</b>	<b>\$1,800,000</b>	<b>\$1,800,000</b>	<b>\$1,800,000</b>
<b>Total Contract Amount</b>				<b>\$6,400,000.00</b>

**VI. OBJECTIVE AND OUTCOMES**

**A. Timeline:**

1. Launch encampment resolution initiative by October 1, 2023.
2. Target and resolve by moving a minimum of 1080 unsheltered households into targeted NCS units, bridge housing or directly to housing over contract term.
3. Determine quarterly service targets based on available stock of bridge and housing options

**B. Outreach and Navigation**

1. 90 households per quarter, for each quarter of the contract, will move inside from living in an encampment (services targets may change based on available stock of bridge and housing options)
2. 100% of people at an encampment who are enrolled in encampment resolution will receive outreach and engagement services and offers of placement in appropriate and available options.
3. 100% of individuals enrolled in encampment resolution will be screened for needed identifying documents and assisted to obtain those documents

<b>Outputs:</b> The direct results of program activities that may include types, levels and targets of services to be delivered by the program. They are indicators of how effective you were in implementing your program	<b>Benchmark</b>	<b>Outcomes:</b> The intended accomplishments of the program	<b>Benchmark</b>
<b>Number of households to be served annually</b>	360	Percent of households receiving case management who exited to permanent or stable housing	30%
<b>Unique persons contacted</b>	N/A	Percent of households enrolled in encampment resolution who exit to shelter or shelter alternatives	65%
<b>Percent of people contacted who engage in case management</b>	70%		
<b>Number of households receiving case management who increase or maintain public benefits</b>	60%		
<b>Households' length of time in program</b>	N/A		
<b>Number and percentage of households served by length of program (less than 3 months, 3 to 6 months, 6 to 12 months, longer than 12 months)</b>	N/A		
<p><b>Assumptions:</b> Unless otherwise indicated, data will be pulled from Homeless Management Information System (HMIS).</p> <p><b>Data Quality:</b> Each reporting period a HMIS Data Quality Report must be uploaded to Salesforce with quarterly report. Data quality must be in alignment with expectations outlined by MDHI.</p>			

## VII. REPORTING

- A. Contractor is required to use Homeless Management Information System (HMIS) for program data collection. Contractor's use of HMIS must adhere to COHMIS [Policy](#) and [Data Quality](#) standards to demonstrate clients' eligibility, and meet indicators in this scope of work. Disbursement of funds is contingent upon the ability to collect program data using HMIS.
- B. Contractors will be required to use HOST Programs Community to submit all program narrative and qualitative data reports. These reports are due the 15<sup>th</sup> day of the month following each reporting period. Each narrative report will content information on program success, challenges, and funding leverage during the reporting period.

<u>Quarterly Report</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>
<u>Due Date</u>	April 15th	July 15th	October 15th	January 15th

- C. HOST Programs Community will provide Contractor with an online forum to submit report for each reporting period. Supplemental reporting may be required when HMIS data and narrative reports are insufficient to demonstrate program impact. Submitted reports will be reviewed by the designated Program Officer for completeness, clarity, and accuracy.
- D. Upon execution of this contract, HOST will provide a user guide for using HOST Programs Community portal along with the required login information. Prior to the due date for the first required report, HOST will provide resources and support as needed or as requested by the Contractor to support the use of HOST Programs Community.
- E. Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.
- F. Data Monitoring  
A description of the scope of data that will be monitored by HOST throughout the lifecycle of the contract. This includes the mechanism for reporting, the primary goal for households to be served, desired program outcomes, and any program-specific reporting requirements.
1. Program data
    - a. Data sources
      1. Homeless service providers: All program data reports will be sourced from client-level data entered in HMIS unless otherwise specified. Qualitative program narratives, data quality reports, and any requested supplemental reports can be submitted through the HOST Programs Community
      2. All other programs: Summary reports on clients served will use the HOST Programs Community to report narrative, and households served information. Additional data may be required in the reporting form and/or a supplemental data template provided by HOST.





<b>Table A</b>		
<b>HMIS Data Entry Time Frame</b>		
<b>Program Type</b>	<b>Minimum Data Elements</b>	<b>Time Frame for Entry</b>
Emergency Shelters	Housing Check-In/Check Out, Services	Same Day
Transitional Housing Programs	Program Entry/Exit, Services	7 Calendar Days
Permanent Supportive Housing Programs	Program Entry/Exit, Services	7 Calendar Days
Rapid Re-Housing Programs	Program Entry/Exit, Services	7 Calendar Days After Enrollment/Eligibility is Established
Homelessness Prevention Programs	Program Entry/Exit, Services	7 Calendar Days After Enrollment/Eligibility is Established
Outreach Programs	Services	2 Working Days

## **VIII. FINANCIAL ADMINISTRATION**

### **A. Compensation and Methods of Payment**

1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
2. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for this Agreement line-item reimbursements. Invoice requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Invoices should be submitted within thirty (30) days of the actual service, expenditure, or payment of expense.
3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget
4. Invoice request shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered. Contractor shall use HOST's preferred invoice template, if requested HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
5. Invoices shall be submitted to the HOST contractor online portal at <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Department-of-Housing-Stability/Partner-Resources/Contractor-Payment-Requests> or by US Mail to:

Attn: Department of Housing Stability  
 Financial Services Team  
 201 W. Colfax Ave.  
 Denver CO 80202

## **B. Invoicing Requirements**

1. To meet Government requirements for current, auditable books at all times, it is required that all Invoices be submitted monthly to HOST to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
2. No more than four (4) Invoices may be submitted per contract per month, without prior approval from HOST.
3. All Invoices for all Agreements must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout.
4. City and County of Denver Forms shall be used in back-up documents whenever required in the Invoice Processing Policy.
5. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (the "OMB Omni Circular") applicable to the organization incurring the cost will be reimbursed.
6. If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
7. The standardized HOST "Expense Certification Form" should be included with each payment request to provide the summary and authorization required for reimbursement.

## **C. Payroll**

1. A payroll register or payroll ledger from the official accounting system will verify the amount of salary. Payroll registers must detail the pay period, gross pay, and deductions.
2. If the employee(s) is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be deducted from the requested reimbursement amount and documented on each reimbursement summary sheet or payroll register.
3. HOST reserves the right to request submittal of additional documentation including timesheets or additional accounting system reports to substantiate payroll reimbursement requests.

## **D. Fringe Benefits**

1. Fringe benefits paid by the employer can be requested as substantiated by the payroll registers or accounting records submitted for the appropriate period.
2. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick, or military), employee insurance, pensions, and unemployment benefit plans. The cost of fringe benefits is allowable if they are provided under established written leave policies, equitably allocated to all funding sources, including HOST awards; and, the accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the vendor. HOST will not reimburse payments for unused leave when an employee separates from employment.

## **E. General Reimbursement Requirements**

1. Invoices: All non-personnel expenses should be documented on a summary sheet for the period indicated on the reimbursement request to include:
  - a. Vendor Name
  - b. Amount
  - c. Purpose
  - d. Payment Method (Check #, ACH Date & Amount, Wire Number, Date & Amount, Credit Card Date & Amount)
  - e. All invoices must be kept on file for audit purposes for three (3) years. For Audit purposes all invoices must be dated and readable invoices. The invoices must be from a vendor separate from the Contractor and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed, and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
2. Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the Invoice request.
3. Cell Phone: If the monthly usage charge is exceeded in any month, an approval from the Executive Director or designee will be required.
4. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by HOST.
5. Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received by HOST within thirty (30) days after the end of the service period stated in the contract.

## **F. Budget Modification Requests**

1. HOST may, at its option, restrict the transfer of funds among cost categories, programs, functions, or activities at its discretion as deemed appropriate by program staff, HOST executive management or its designee.
2. Budget Modifications may be required for changes related to increase or decrease of individual budget line items within an approved budget, to add budget line items, or to make changes to a budget narrative. A budget modification can adjust the award amount available for purposes outlined within the executed contract but cannot increase or decrease the total contract amount or assign resources to a purpose not already included in the original contract agreement.

3. Budget modifications will require submittal of written justification and new budget documents by the Contractor. These budget documents will require approval by HOST program, contracting and financial staff.
4. The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST after the 30 days the contract agreement start date and before the last Quarter of the fiscal period, unless waived in writing by the HOST Deputy Director or their designee.
5. Budget modification requests are limited to two per each fiscal year of a contract agreement term. Exceptions to this limit may be made by the HOST Deputy Director or their designee.

#### **G. Contract Amendments**

1. All contract modifications that increase or decrease award amount, alter the contract term date and/or change the scope of work will require an amendment to this Agreement executed in the same manner as the original Agreement.

#### **H. Financial Management Systems**

##### **The Contractor must maintain financial systems that meet the following standards:**

1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.
2. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property, and it must be assured that it is used solely for authorized purposes.
4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
5. All HOST contracts will be subject to applicable OMB Omni Circular cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
7. For contracts subject to Federal Agreements, the Contractor shall maintain separate accountability for HOST funds as referenced in 24 C.F.R. 85.20 and the OMB Omni Circular.

8. The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
9. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
10. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Invoicing Process.
11. The Contractor will be responsible for all Disallowed Costs.
12. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

#### **I. Procurements**

1. The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
2. The Contractor will ensure selected vendor or proposer has required insurance once the Contractor identifies a successful vendor or proposer.
3. The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
4. For contracts subject to federal agreements, if there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

#### **J. Monitoring Requirements**

1. Monitoring may be performed by the program area, contract administration and financial services throughout the term of the agreement. Contractor will be notified in writing 30 days prior to facilitation of contract monitoring.
2. Program or Managerial Monitoring: The quality of the services being provided and the effectiveness of those services addressing the needs of the program. This may include reviewing the current spending and outcomes to date for the contract.
3. Contract Monitoring: Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. HOST will conduct performance monitoring and reporting reviews. This includes reviewing the current spending and outcomes to date for the contract. City staff will address any performance issues and require a corrective action plan to resolve concerns.

4. Compliance Monitoring: Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards, and policies.

**K. Records Retention**

1. The Contractor must retain for three (3) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
2. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, to make audits, examinations, excerpts, and transcripts.

**L. Contract Close-Out**

1. All Contractors are responsible for submitting a final invoice marked “Final Invoice” and any required performance and outcome reports to HOST by the required due dates outlined in this Contract.
2. HOST will close out the Contract when it determines that all applicable administrative actions and all required work of the contract have been completed. If Contractor fails to perform in accordance with this Agreement, HOST reserves the right to unilaterally close out a contract, “unilaterally close” means that no additional money may be expended against the contract.

**M. Collection of Amounts Due**

1. Any funds paid to a Contractor in excess of the amount to which the Contractor is determined to be entitled under the terms of the award constitute a debt to the City and County of Denver, if not paid within a reasonable period after demand HOST may:
  - a. makes an administrative offset against other requests for reimbursements.
  - b. withholds advance payments otherwise due to the Contractor; or
  - c. other action permitted by law.
2. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to Budgeting and Cost Allocation Plans, and Invoicing Process.

**IX. Budget**

Contract Program Budget Summary						
Contractor Name:		The Colorado Coalition of the Homeless		City Contract #:		HOST 202369929
Project :		Encampment Resolution				
Contract Term:		From:	10/1/2023	To:	12/31/2026	
Program/Fiscal Year:		2023				
Budget Category	Agency Total (All Funding Sources for Agency)	Homelessness Resolution HOST Funding 2023	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Total	Amount	HOST Total	Amount	%	
Project Director	\$23,430	\$17,572	\$17,572	\$17,572	75.00%	Portion of salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration C. Payroll and D. Fringe Benefits. Description: Project Director to implement and oversee internal and subcontracted multi-agency outreach collaborative, grant reporting for Encampment Resolution, general coordination of contracted scope of work to achieve grant outcomes, point-of-contact for HOST communications and outreach requests.
Program Managers	\$54,000	\$54,000	\$54,000	\$54,000	100.00%	Up to 3 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration C. Payroll and D. Fringe Benefits. Description: Will oversee direct staff.
Administrative Assistant	\$13,459	\$13,459	\$13,459	\$13,459	100.00%	Up to 1 Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration C. Payroll and D. Fringe Benefits. Description: Supports coordinated outreach to city designated resolution locations, process client support costs, manage by name lists, and submit weekly reporting to HOST.
Registered Nurse	\$20,743	\$20,743	\$20,743	\$20,743	100.00%	Up to 1 Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration C. Payroll and D. Fringe Benefits. Description: Triage large encampment resident needs, provide acute and chronic nursing care, assess for appropriate level of care (housing) and coordinate care plans.
Outreach Workers	\$39,000	\$39,000	\$39,000	\$39,000	100.00%	Up to 3 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration C. Payroll and D. Fringe Benefits. Description: Provides engagement and connection, creating by name lists, and assisting in connection to non-congregate shelter opportunities.
Housing Navigators	\$39,000	\$39,000	\$39,000	\$39,000	100.00%	Up to 3 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration C. Payroll and D. Fringe Benefits. Description: Provides landlord recruitment and housing search and placement
Behavioral Health Navigator	\$21,505	\$21,505	\$21,505	\$21,505	100.00%	Up to 2 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration C. Payroll and D. Fringe Benefits. Description: Triage behavioral health needs, provide acute and chronic support, and refer to community health centers as needed.
Case Managers	\$68,280	\$68,280	\$68,280	\$68,280	100.00%	Up to 7 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration C. Payroll and D. Fringe Benefits. Description: Offer specialized housing navigation supports to former residents of large encampments who have been referred into alternative shelter opportunities through resolution teams.
<b>Total Salary:</b>	<b>\$279,417</b>	<b>\$273,559</b>	<b>\$273,559</b>	<b>\$273,559</b>	<b>97.90%</b>	
<b>Fringe Benefits</b>	<b>\$67,060</b>	<b>\$65,654</b>	<b>\$65,654</b>	<b>\$65,654</b>	<b>97.90%</b>	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please see section Financial Administration D. Fringe Benefits.

Budget Category	Agency Total (All Funding Sources for Agency)	Homelessness Resolution HOST Funding 2023	Total Costs requested from HOST	Agency Total		Budget Narrative
<b>Total Salary and Fringe Benefits:</b>	\$346,477	\$339,213	\$339,213	\$339,213	97.90%	
<b>Other Direct Costs</b>	Total	Amount	Subtotal	Amount	%	
<b>PROGRAM EXPENSES &amp; SUPPLIES</b>	\$31,575	\$31,575	\$31,575	\$31,575	100.00%	Program/Project-related supplies not given directly to a client and/or directly related to program function. This includes PPE, laundry supplies, beds, mats, mat covers, sanitizer, storage bags, etc. Monthly Cell phone service and hot spot service for full time direct program staff. Branded clothing items and backpacks.
<b>Client Support</b>	\$45,000	\$45,000	\$45,000	\$45,000	100.00%	Items provided to clients including basic needs items such as food, water, and clothing. Case management costs such as IDs, vital documents, housing move-in costs such as essential furniture, moving expenses, cleaning supplies, and welcome kits.
<b>Mileage</b>	\$1,500	\$1,500	\$1,500	\$1,500	100.00%	Reimbursement of personal vehicle mileage (not to exceed the standard IRS rate at the time of travel), public transportation and ride share services for work purposes not commuting to/from work.
<b>Staff Program/Project Training</b>	\$1,500	\$1,500	\$1,500	\$1,500	100.00%	Directly program-related training materials and registration fees.
<b>Minor Equipment</b>	\$90,000	\$90,000	\$90,000	\$90,000	100.00%	Minor office equipment should directly relate to the service provided in the contract and be readily identifiable. Equipment must be used exclusively for program/project. Minor office equipment should be less than \$500.00 per item with a maximum expense to be determined by the program requirements. Includes laptop, docking station, monitor, keyboard, and mouse.
<b>Facilities</b>	\$16,423	\$16,423	\$16,423	\$16,423	100.00%	Specific office space dedicated for use for the program only and not a shared space. Associated expenses can be allocated proportionately based on actual size or percentage of the building space. Associated expenses can include rent, lease, utilities and building maintenance costs.
<b>Program Vehicle</b>	\$195,000	\$195,000	\$195,000	\$195,000	100.00%	Three encampment Resolution vehicles to transport clients from large encampments to non-congregate shelter options, with one vehicle also being modified to be wheelchair accessible.
<b>Subcontractor, Urban Peak</b>	\$21,383	\$21,383	\$21,383	\$21,383	100.00%	Partner agency providing outreach services in the form of 1 FTE Outreach Worker, 1 FTE Outreach Case Manager, indirect and administrative costs.
<b>Subcontractor, St Francis</b>	\$196,907	\$196,907	\$196,907	\$196,907	100.00%	Partner agency providing outreach services in the form of 3 FTE Outreach Worker, 4 FTE Outreach Case Manager, 1 FTE Program Manager, client needs, indirect and administrative costs.
<b>Total Other Direct Costs</b>	<b>599,288</b>	<b>\$599,288</b>	<b>\$599,288</b>	<b>\$429,713</b>	<b>71.70%</b>	
<b>Total Salaries, Fringe and Other Direct C</b>	<b>\$ 945,765.00</b>	<b>\$ 938,501.00</b>	<b>\$ 938,501.00</b>	<b>768,926</b>	<b>81.30%</b>	
<b>Indirect Costs</b>						
<b>Indirect Costs</b>	\$62,816.28	\$61,499.00	\$61,499	\$61,499	97.90%	Indirect calculated 18.13% of Salaries & Fringe
<b>Grand Total</b>	<b>1,008,581</b>	<b>1,000,000.00</b>	<b>1,000,000</b>	<b>\$1,000,000</b>	<b>99.15%</b>	



Contract Program Budget Summary						
Contractor Name:		The Colorado Coalition of the Homeless		City Contract #:		HOST 202369929
Project :		Encampment Resolution Annual Budget				
Contract Term:		From:	1/1/2024	To:	12/31/2026	
Program/Fiscal Year:		2024, 2025, 2026				
Budget Category	Agency Total (All Funding Sources for Agency)	Homelessness Resolution HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Total	Amount	HOST Total	Amount	%	
Project Director	\$93,720	\$70,290	\$70,290	\$70,290	75.00%	Portion of salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration C. Payroll and D. Fringe Benefits. Description: Project Director to implement and oversee internal and subcontracted multi-agency outreach collaborative, grant reporting for Encampment Resolution, general coordination of contracted scope of work to achieve grant outcomes, point-of-contact for HOST communications and outreach requests.
Program Managers	\$271,937	\$271,937	\$271,937	\$271,937	100.00%	Up to 3 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration C. Payroll and D. Fringe Benefits. Description: Will oversee direct staff.
Administrative Assistant	\$52,000	\$52,000	\$52,000	\$52,000	100.00%	Up to 1 Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration C. Payroll and D. Fringe Benefits. Description: Supports coordinated outreach to city designated resolution locations, process client support costs, manage by name lists, and submit weekly reporting to HOST.
Registered Nurse	\$82,970	\$82,970	\$82,970	\$82,970	100.00%	Up to 1 Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration C. Payroll and D. Fringe Benefits. Description: Triage large encampment resident needs, provide acute and chronic nursing care, assess for appropriate level of care (housing) and coordinate care plans.
Outreach Workers	\$156,000	\$156,000	\$156,000	\$156,000	100.00%	Up to 3 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration C. Payroll and D. Fringe Benefits. Description: Provides engagement and connection, creating by name lists, and assisting in connection to non-congregate shelter opportunities.
Housing Navigators	\$156,000	\$156,000	\$156,000	\$156,000	100.00%	Up to 3 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration C. Payroll and D. Fringe Benefits. Description: Provides landlord recruitment and housing search and placement
Psychiatrist	\$37,440	\$37,440	\$37,440	\$37,440	100.00%	Portion of salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration C. Payroll and D. Fringe Benefits. Description: Provides med management in encampments and non-congregate shelter settings.
Behavioral Health Navigator	\$149,224	\$149,224	\$149,224	\$149,224	100.00%	Up to 2 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration C. Payroll and D. Fringe Benefits. Description: Triage behavioral health needs, provide acute and chronic support, and refer to community health centers as needed.
Case Managers	\$364,000	\$364,000	\$364,000	\$364,000	100.00%	Up to 7 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration C. Payroll and D. Fringe Benefits. Description: Offer specialized housing navigation supports to former residents of large encampments who have been referred into alternative shelter opportunities through resolution teams.
<b>Total Salary:</b>	<b>\$1,363,291</b>	<b>\$1,339,861</b>	<b>\$1,339,861</b>	<b>\$1,339,861</b>	<b>98.28%</b>	

Budget Category	Agency Total (All Funding Sources for Agency)	Homelessness Resolution HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
				Amount	%	
<b>Fringe Benefits</b>	\$327,190	\$321,567	\$321,567	\$321,567	98.28%	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please see section Financial Administration D. Fringe Benefits.
<b>Total Salary and Fringe Benefits:</b>	<b>\$1,690,481</b>	<b>\$1,661,428</b>	<b>\$1,661,428</b>	<b>\$1,661,428</b>	<b>98.28%</b>	
<b>Other Direct Costs</b>	Total	Amount	Subtotal	Amount	%	
<b>PROGRAM EXPENSES &amp; SUPPLIES</b>						Program/Project-related supplies not given directly to a client and/or directly related to program function. This includes PPE, laundry supplies, beds, mats, mat covers, sanitizer, storage bags, etc. Monthly Cell phone service and hot spot service for full time direct program staff. Branded clothing items and backpacks.
	\$35,000	\$35,000	\$35,000	\$35,000	100.00%	
<b>Client Support</b>	\$231,780	\$231,780	\$231,780	\$231,780	100.00%	Items provided to clients including basic needs items such as food, water, and clothing. Case management costs such as IDs, vital documents, housing move-in costs such as essential furniture, moving expenses, cleaning supplies, and welcome kits.
<b>Mileage</b>	\$12,500	\$12,500	\$12,500	\$12,500	100.00%	Reimbursement of personal vehicle mileage (not to exceed the standard IRS rate at the time of travel), public transportation and ride share services for work purposes not commuting to/from work.
<b>Staff Program/Project Training</b>	\$10,000	\$10,000	\$10,000	\$10,000	100.00%	Directly program-related training materials and registration fees.
<b>Minor Equipment</b>	\$5,000	\$5,000	\$5,000	\$5,000	100.00%	Minor office equipment should directly relate to the service provided in the contract and be readily identifiable. Equipment must be used exclusively for program/project. Minor office equipment should be less than \$500.00 per item with a maximum expense to be determined by the program requirements. Includes laptop, docking station, monitor, keyboard, and mouse.
<b>Facilities</b>	\$88,380	\$88,380	\$88,380	\$88,380	100.00%	Specific office space dedicated for use for the program only and not a shared space. Associated expenses can be allocated proportionately based on actual size or percentage of the building space. Associated expenses can include rent, lease, utilities and building maintenance costs.
<b>Subcontractor, Urban Peak</b>	\$85,533	\$85,533	\$85,533	\$85,533	100.00%	Partner agency providing outreach services in the form of 1 FTE Outreach Worker, 1 FTE Outreach Case Manager, indirect and administrative costs.
<b>Subcontractor, St Francis</b>	\$734,733	\$734,733	\$734,733	\$734,733	100.00%	Partner agency providing outreach services in the form of 3 FTE Outreach Worker, 4 FTE Outreach Case Manager, 1 FTE Program Manager, client needs, indirect and administrative costs.
<b>Total Other Direct Costs</b>	<b>1,202,926</b>	<b>\$1,202,926</b>	<b>\$1,202,926</b>	<b>\$908,646</b>	<b>75.54%</b>	
<b>Total Salaries, Fringe and Other Direct C</b>	<b>\$ 2,893,407.00</b>	<b>\$ 2,864,354.00</b>	<b>\$ 2,864,354.00</b>	<b>2,570,074</b>	<b>88.83%</b>	
<b>Indirect Costs</b>						
<b>Indirect Costs</b>	\$306,484.21	\$301,217.00	\$301,217	\$301,217	98.28%	Indirect calculated 18.13% of Salaries & Fringe
<b>Grand Total</b>	<b>3,199,891</b>	<b>3,165,571.00</b>	<b>3,165,571</b>	<b>\$3,165,571</b>	<b>98.93%</b>	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/22/2023

**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).**

<b>PRODUCER</b> Edgewood Partners Insurance Center 404-781-1700 New York NY NY 10004	<b>CONTACT NAME:</b> Certificate Unit <b>PHONE (A/C. No. Ext):</b> (404) 439-8000 <b>FAX (A/C. No):</b> <b>E-MAIL ADDRESS:</b> certificate@epicbrokers.com														
<b>INSURED</b> COLOCOA-01 Colorado Coalition for the Homeless 2111 Champa Street Denver, CO 80205	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Pinnacol Assurance</td> <td style="text-align: center;">41190</td> </tr> <tr> <td>INSURER B : Houston Specialty Insurance Company</td> <td style="text-align: center;">12936</td> </tr> <tr> <td>INSURER C : Philadelphia Indemnity Insurance Co</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER D :</td> <td></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 : Pinnacol Assurance	41190	INSURER B : Houston Specialty Insurance Company	12936	INSURER C : Philadelphia Indemnity Insurance Co	18058	INSURER D :		INSURER E :		INSURER F :	
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**COVERAGES      CERTIFICATE NUMBER: 684330845      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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2554569	5/23/2023	5/23/2024	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 \$
C	<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			PHPK2554569	5/23/2023	5/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB864027	5/23/2023	5/23/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4054944	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Employee Dishonesty			PHSD1796725	5/23/2023	5/23/2024	Limit 1,000,000
B	Cyber Liability			H23NGP208221-02	5/23/2023	5/23/2024	Limit 5,000,000
C	Professional Liability			PHPK2554569	5/23/2023	5/23/2024	Limit \$1M/\$2M

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Sexual Abuse and Molestation Policy #: PHPK2554569 Effective Dates: 5/23/2023-5/23/2024 Limit: \$1M/\$2M

The City and County of Denver, its elected and appointed officials, employees and volunteers, to the extent required by written contract, are additional insured with respect to General Liability and Auto Liability.

<b>CERTIFICATE HOLDER</b>  The City and County of Denver Department of Housing Stability 201 W. Colfax Ave., Dept. #615 Denver CO 80202	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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