

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **MENTAL HEALTH CENTER OF DENVER**, a Colorado Corporation, with an address for notice purposes of 4141 East Dickenson Place, Denver, Colorado, 80222 (the “Contractor”), jointly “the Parties” and individually a “Party.”

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

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under the Agreement with the Chief of the Denver Police Department (“Chief”), or the Chief’s Designee.
2. **SERVICES TO BE PERFORMED**: As the Chief 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. Additionally, the Chief may increase the scope of work described in Exhibit A by written notice to the Contractor which describes any additional work to be performed and corresponding budget amounts, if applicable, for such services. The Contractor is ready, willing, and able to provide the services required by this Agreement. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
3. **TERM**: The Agreement will commence on February 2, 2020, and will expire, unless sooner terminated, on January 31, 2021.
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 the Agreement, payment not to exceed the rates and amounts set forth in **Exhibit A**.
 - 4.2. **Reimbursable Expenses**: Reimbursable expenses are permitted as described in **Exhibit A**.
 - 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 including all supporting documentation required by the City. The City’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.
 - 4.4. **Maximum Contract Amount**

4.4.1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION TWO HUNDRED TWENTY-SEVEN THOUSAND ONE HUNDRED SIXTY-ONE DOLLARS AND NO CENTS (\$1,227,161.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A**, or as directed by Chief in writing, are performed at the Contractor's risk and without authorization under the 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 the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

6. TERMINATION

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

6.2. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

- 6.3. If Contractor decides to cancel the Course without rescheduling and without mutual agreement by the Parties, Contractor will reschedule the course in a mutually agreed upon time, date, and place within 30 days of the cancellation.
- 6.4. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.
- 6.5. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools, and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."
- 6.6. Neither party is responsible for non-refundable airline tickets or other financial commitments by registrants in the case of cancellation.
7. **EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. INSURANCE

9.1. 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 the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. 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 contain a valid provision or endorsement requiring 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. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. 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.

9.2. Proof of Insurance: The Contractor shall provide a copy of this Agreement to its insurance agent or broker. The Contractor may not commence services or work relating to the 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 certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. 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.

- 9.3. Additional Insureds:** For Commercial General Liability, Auto Liability Professional Liability (if required), 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.
- 9.4. Waiver of Subrogation:** For all coverages required under this Agreement, with exception of Professional Liability (if required), the Contractor's insurer shall waive subrogation rights against the City.
- 9.5. Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. The Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. The Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- 9.6. Workers' Compensation/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. The Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this

Agreement, and that any such rejections previously effected, have been revoked as of the date the Contractor executes this Agreement.

9.7. Commercial General Liability: The Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

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

9.9. Professional Liability (Errors & Omissions): The Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

9.10. Cyber Liability: The Contractor shall maintain Cyber Liability coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

9.11. Additional Provisions

9.11.1. For Commercial General Liability, the policy must provide the following:

9.11.1.1. That this Agreement is an Insured Contract under the policy;

9.11.1.2. Defense costs are outside the limits of liability;

9.11.1.3. A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

9.11.1.4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

9.11.2. For claims-made coverage:

9.11.2.1. The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

9.11.3. The Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per

occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. DEFENSE AND INDEMNIFICATION

10.1. 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.

10.2. 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 suit has been filed and even if Contractor is not named as a defendant.

10.3. 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.

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

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

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

- 13. ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Chief'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 Chief has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.
- 14. INUREMENT:** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- 15. NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
- 16. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.
- 17. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.
- 18. CONFLICT OF INTEREST**
- 18.1.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

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

19. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the City at the addresses below:

Denver Police Department
1331 Cherokee Street
Denver, CO 80204

With a copy of any such notice to:

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

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

20. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT

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

20.2. The Contractor certifies that:

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

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

20.3. The Contractor also agrees and represents that:

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

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

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

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

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

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

20.4. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the

Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

- 21. DISPUTES:** All disputes between the City and the Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Chief as defined in this Agreement.
- 22. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).
- 23. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 24. NO DISCRIMINATION IN PROGRAM ASSISTANCE:** In connection with the performance of work under the 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, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 25. 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.

- 26. 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.
- 27. LEGAL AUTHORITY:** The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute the Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into the Agreement.
- 28. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
- 29. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.
- 30. INTELLECTUAL PROPERTY RIGHTS:** The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The City and Contractor agree that all materials, text, logos, documents, booklets, manuals,

references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of Contractor made available, directly or indirectly, by Contractor to City as part of the Scope of Services, are the exclusive property of Contractor or the third parties from whom Contractor has secured the rights to use such product. The Contractor Materials, processes, methods and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual and irrevocable license to use the Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

- 31. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- 32. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Chief. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Chief in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.
- 33. CONFIDENTIAL INFORMATION**
- 33.1. City Information:** The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the

same standard of care to protect such Proprietary Data and information as a reasonably prudent contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential," or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance and provided or made available to the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

33.2. Use and Protection of Proprietary Data or Confidential Information

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

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

33.2.3. The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes

industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

- 33.3. Employees and Subcontractor:** The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.
- 33.4. Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.
- 33.5. Contractor’s Confidential Information; Open Records:** If the City is furnished with proprietary data or confidential information that may be owned or controlled by Contractor (“Contractor’s Confidential Information”), the City will endeavor, to the extent provided by law, to comply with the requirements provided by the Contractor concerning the Contractor’s Confidential Information. However, the Contractor understands that all the material provided or produced by the Contractor under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S. In the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of it’s the Contractor Confidential Information and take necessary legal recourse. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify, save, and hold harmless the City from any Claims arising out of the Contractor’s

intervention to protect and assert its claim of privilege against disclosure under this section including, without limitation, prompt reimbursement to the City of all reasonable attorneys' fees, costs, and damages that the City may incur directly or may be ordered to pay by such court.

34. DATA PROTECTION

34.1. The Contractor shall ensure that all City data, information, and records, regardless of form, in the Contractor's possession are protected and handled in accordance with the requirements of this Agreement and any exhibits or attachments, City policies, and applicable laws. If the Contractor or any of its subcontractors receives the following types of data, the Contractor or its subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all tax information and in accordance with the Safeguarding Requirements for Federal Tax Information, attached to this Agreement as an exhibit if applicable; (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all criminal justice information (CJI); (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA); (vi) the Family Education Rights and Privacy Act (FERPA); (vii) C.R.S. § 24-73-101, *et seq.*; (viii) the Telecommunications Industry Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-942); (ix) the Fair Credit Reporting Act (FCRA); and (x) the federal Health Insurance Portability and Accountability Act for all protected health information (PHI) and in accordance with the HIPAA Business Associate Terms attached to this Agreement, if applicable. The Contractor shall immediately forward any request or demand for City information or records to the notice addresses contained herein.

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

appropriate to the nature of the PII disclosed and reasonably designed to help protect the PII subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. The Contractor and its subcontractors, employees, agents, and assigns that maintain electronic or paper documents that contain PII under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the PII to make it unreadable or indecipherable when the records are no longer needed.

35. DATA ACCESS FOR COLLECTING AND STORING CITY DATA:

35.1. Contractor shall provide permission to approved City analysts for read-only access to Contractor's server storing City data in relational database form. Access shall include the ability to write SQL queries against all relevant data in the City database. Contractor shall provide a fully-developed data dictionary and relational database structure map. Every City datapoint stored in Contractor's system shall be accessible to City analysts.

35.2. At a minimum, and upon request of the City, the Contractor shall regularly upload all new City records from all tables in tabular (rows and columns) form to a Secure File Transfer Protocol (SFTP) location accessible to the City in a read-only format. Contractor shall provide data on a frequent basis, minimally every twenty-four hours. Contractor shall provide data with a simple schema (ideally tab- or comma-delimited files) and instructions for populating them to a City server and database. Contractor shall provide a fully-developed data dictionary and relational database structure map.

36. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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

38. 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.

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

Exhibits

Exhibit A - Scope of Work

Exhibit B - Certificate of Insurance

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Contract Control Number: POLIC-202054895
Contractor Name: MENTAL HEALTH CENTER OF DENVER

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

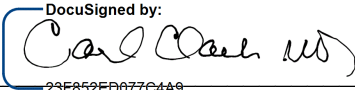
By:

By:

By:

Contract Control Number:
Contractor Name:

POLIC-202054895
MENTAL HEALTH CENTER OF DENVER

By:  _____
23F852ED077C4A9...

Name: carl clark, M.D.
(please print)

Title: President and CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

2019 Caring for Denver Co-Responder Expansion
Denver Police Department – Mental Health Center of Denver
Scope of Work

Grant:	2019 Caring for Denver Grant
Funder:	Caring for Denver Foundation
Total Award Amount:	\$1,762,405
Award Period:	2/2/2020-1/31/2021
Award Date:	February 3, 2020
Award Number:	0001-02-2020
DPD DUNS:	9460596640000
Mental Health Center of Denver DUNS:	182229567
Mental Health Center of Denver Portion of Award:	<u>\$1,227,161</u>

I. Background

A ballot measure passed by Denver voters in 2018 has made funding available to the Denver Police Department to fully fund its successful co-responder program. Launched with the Mental Health Center of Denver (MHCD) in 2016, the Crisis Intervention Response Unit (CIRU) pairs mental health clinicians with police officers and focuses on responding to calls for service involving individuals with suspected or known mental health needs.

II. Details

The Denver Police Department, in partnership with the Mental Health Center of Denver, will expand its Crisis Intervention Response Unit as follows:

- 1 clinician for District 1 (two week rotation - Wed/Thu/Fri first week and Thu/Fri/Sat second week)
- 2 clinicians for District 3 (Coverage Sun-Sat)
- 2 clinicians for District 4 (Coverage Sun-Sat)
- 1 clinician for District 5 (two week rotation - Wed/Thu/Fri first week and Thu/Fri/Sat second week)
- 1 clinician for District 6 (two week rotation - Wed/Thu/Fri first week and Thu/Fri/Sat second week)
- 1 specialty clinician working with Special Victim Unit Detectives, Intel detectives, Internal Affairs, OIM, and other referral-based needs within DPD.
- 1 clinician assigned to the Denver Sheriff Department (DSD).
- 1 Fire based clinician focusing on high callers identified with behavioral health concerns.

Additionally, the program will be expanded to include the addition of 11 case managers, four of whom will be contracted through MHCD.

Exhibit A

The co-responder model will reinforce, foster, and create a collaborative partnership between police and other first responders in order to direct customers to appropriate resources, reduce hospitalization, and improve system response. Additionally, the program will help consumers evaluate both their strengths and symptoms and plan for accessing appropriate services. It will provide brief solution-based case-management and pro-active follow-up care to reinforce appropriate interventions and to ensure engagement. The co-responder program will result in a reduced number of persons with mental health issues in the jail system and provide direct connection support to behavioral health resources in the community. There will be a reduction in emergency response systems utilization on behavioral health calls. The program will improve information sharing as appropriate across systems and service providers through formalized communications and processes. Co-responders will offer support, assistance, consultation, and education to families, friends, landlords, employers, community agencies, and others who come into contact with clients to maximize benefits in the community. Natural support systems such as neighborhood networks, churches, and community organizations will be identified.

The success of the co-responder program will be measured by examining the following outcome measures:

1. Call for service type
2. Service/Resource diversion and connection
 - a. Demographics
 - b. Common Dx as well as Co-Occurring
 - c. % of repeat calls
3. Jail/Hospital/WIC percentage diversion
4. EMRS decrease to frequent calls
5. Time on a call
6. Utilization of EMRS on call
7. Costs associated with the entities.

III. Tasks and Deliverables

The Crisis Intervention Response Unit (CIRU) will provide the following services:

1. Reinforce, foster, and create effective, collaborative partnerships between police, other first responders, mental health practitioners, Sheriffs, and other community stakeholders.
2. Direct customers to appropriate alternatives and resources to reduce hospitalization and/or jail time.
3. Improve system response and create effective crisis intervention and solutions in order to reduce the need for repeated interventions.
4. Provide training and education for officers and emergency responders to improve officer understanding of mental health, traumatic brain injury, and addiction issues.
5. Provide clinically appropriate interventions.
6. Improve information sharing as appropriate across system and service providers through formalized communication and processes.
7. Expand specialized law enforcement and behavioral health strategies tailored to the needs of those with behavioral/mental health disorders.
8. Evaluate program implementation and customer outcomes.

Exhibit A

9. Provide descriptive statistics on encounters as specified in this scope of work.

The objective for the clinician is to assist DPD in determining the best response to persons they encounter who are presenting with possible mental health, brain injury, developmental disability and/or other behaviors that require a behavioral health intervention when a “law enforcement” based intervention is not immediately warranted. Clinicians are to follow the lead from the police officer(s) once the scene is deemed safe and a criminal justice-based assessment has been completed. Clinicians will conduct customer research to best provide a clinical assessment of the customer’s needs and identify the most appropriate response and/or setting for the customer. Clinicians in collaboration with the police and/other responders, maximize probability that appropriate referrals are made, and services are rendered.

Post initial response, Clinicians will continue to provide clinically appropriate services. As required, Clinicians will provide witness statements to the DPD relating to what they have seen, heard, or done at the scene to the extent consistent with law as well as their independent professional judgment and responsibilities.

IV. Budget

The \$1,227,161 budgeted for Mental Health Center of Denver is intended to support the following expenses:

<i>A. Personnel</i>		Rate	# of Units	# of Personnel	Total
	Behavioral Health Clinician	\$30.24	2080	10	\$628,992
	Case Managers	\$22.19	2080	4	\$184,621
	Evaluator	\$32.54	520	1	\$16,921
	Data Analyst	\$29.36	520	1	\$15,267
	Developer	\$39.77	416	1	\$16,544
				<i>Total</i>	\$862,345
<i>B. Fringe Benefits</i>		%	Base	# of Personnel	Total
	Behavioral Health Clinician	22.00%	\$62,899	10	\$138,378
	Case Managers	22.00%	\$46,155	4	\$40,616
	Evaluator	22.00%	\$16,921	1	\$3,723
	Data Analyst	22.00%	\$15,267	1	\$3,360
	Developer	22.00%	\$16,544	1	\$3,640
				<i>Total</i>	\$189,717
<i>C. Equipment</i>			Cost per Unit	Units	Total
	Laptop and carrying case		\$1,700	14	\$23,800
	WiFi		\$672	14	\$9,408
	Cell Phone Charges		\$432	14	\$6,048
				<i>Total</i>	\$39,256
<i>D. Supplies</i>		Cost per Unit	Units	# of Personnel	Total
	Pants	\$80.00	3	14	\$3,360
	Shirts	\$43.00	6	14	\$,612

Exhibit A

Jacket	\$200.00	1	14	\$2,800
Business Cards	\$300	1	14	\$4,200
			<i>Total</i>	\$13,972
E. Consultants				
	Rate	# of Units		Total
GIS Consultant	\$25,000	1		\$25,000
			<i>Total</i>	\$25,000
Total Direct Costs				\$1,130,290
F. Indirect Costs				
Indirect Costs 30%				\$339,087
			<i>Total</i>	\$339,087
MHCD Subtotal				\$1,469,377
G. Less Offsetting Revenue				(\$242,216)
MHCD TOTAL				\$1,227,161

V. Administrative Matters

a. DPD acts as oversight agency.

Adherence to funder requirements: Mental Health Center of Denver has been selected as a sole source subcontractor to the Denver Police Department for these services. The project, as funded by the Caring for Denver Foundation grant, requires that Mental Health Center of Denver adhere to grant guidelines and incorporated into this Agreement Appendix I.

The Denver Police Department has been named the recipient of the Caring for Denver grant funds and is therefore responsible for general oversight of the Caring for Denver Co-Responder Expansion and is responsible for reporting progress to the funder. As such, Mental Health Center of Denver agrees to:

- Attend meetings with DPD Staff, as requested.
- Obtain prior approval by DPD to make:
 - Change in budget
 - Change in activities and/or objectives
 - Change in project period
 - Mental Health Center of Denver agrees to notify a DPD Financial Contact 30-60 days prior to making any of the above listed changes. Failure to comply may result in disallowed reimbursement or unallowable cost.
- Retain program and financial records for the duration of the grant, and for six years after final closeout has been completed.
- Ensure grant funds are properly segregated and identifiable as such, within financial records;
- Provide access to these grant fund financial records when requested by DPD, the City and County of Denver external audit firm, or applicable funder auditors,
- Provide documentation of all overtime hourly rates for review and approval.
- If required, most recent Single Audit must be submitted to the Financial Services Division for review.
- Purchase of any and all equipment for this subaward will be completed by the Denver Police Department and title and responsibility for maintenance and disposition remains with DPD.
- Work should be completed within the funding period of the grant.

Exhibit A

- Final report should be completed no later than 2/15/2021
- Final evaluation activities should be completed no later than 1/31/2021
- Any generated reports or disseminated materials should contain the following language:
 - “This project was supported by the Caring for Denver Foundation. The opinions, findings and conclusions of recommendations expressed in this publication are those of the author(s) and do not necessarily reflect those of the Caring for Denver Foundation.”
- Progress **Reports Due to DPD:** will be submitted to the Project Director quarterly within two weeks of the end of the quarter. The updates to the Project Director shall include progress towards the listed objectives and should also summarize:
 - Important successes or challenges encountered.
 - Completion of tasks outlined in the grant proposal.

DPD will provide templates with required metrics no later than 30 days before each quarterly report is due.

a. The Denver Police Department shall:

- Assume oversight responsibilities for the overall project as required by the grant contract.
- Submit reports (programmatic and financial) to the funder as required.
- Submit cash drawdown requests to the funder for monthly reimbursement.
- Initiate any modifications to the grant with the funder (e.g. extensions or budget changes).
- Ensure that quarterly program reports are complete and data is accurate.
- Serve as primary point of contact for the funder regarding all compliance matters.
- Serve as primary point of contact for all audit matters.
- Conduct a subrecipient risk assessment and all required subrecipient due diligence prior to initiation of contract negotiations upon award of funding.
- Impose restrictions for non-compliance, including withholding of funds, if necessary.
- Reimburse Mental Health Center of Denver for project expenses after confirming that:
 - Expenses conform to the budget and are allowable within the grant’s parameters.
 - Invoice is complete and responsive.
 - Work is being performed as agreed upon, prior to payment.

I. Billing Process

All financial transactions must conform to the Caring for Denver financial guidelines, as well as the City and County of Denver policies and procedures.

Mental Health Center of Denver will invoice the Denver Police Department on a **reimbursement basis**. Invoices will be sent on a monthly basis. Invoices must be received no more than twenty-five (25) days after the prior month’s end.

The final invoice will be received at DPD by no later than 30 days of this contract’s end date in order to be paid. All expenses must be incurred prior to the grant’s project end date.

To qualify for grant reimbursement, Mental Health Center of Denver will submit a budget for each project phase in advance to DPD for approval. The proposed work plan for each phase should outline

Exhibit A

the deliverables for the project phase and the budget broken out by line item. Expenditures on the grant for allocated costs must be supported by an approved cost allocation methodology and submitted through the normal invoicing process. This cost allocation methodology plan must be approved by the Denver Police Department Financial Services Division prior to invoice submission.

Mental Health Center of Denver shall submit monthly, itemized invoices for reimbursement supported by appropriate documentation:

- Expenditures for personnel will be supported by time allocated to the grant with payroll registers or check remittance advice for each individual.
- Timesheets must record the activity and time involved and must be signed by the individual and his/her supervisor.
- Payroll register or check remittance advice for personnel costs with approved rates.
- Documentation of general ledger, indirect costs, all supporting documentation for travel costs, and supporting invoices for all supplies must be submitted.
- Equipment/supply purchases will be supported with copies of invoices.
- Travel expenses will be supported by the internal documentation/forms used by Mental Health Center of Denver to reimburse employee travel costs (note that costs beyond GSA-approved rates will not be reimbursed).

Revenue Sources

Caring for Denver funds, Medicaid, Medicare, Veterans Administration and other third-party benefit plans and/or programs are revenue sources. Funds provided by Caring for Denver are intended to cover non-Medicaid covered costs associated with the program. Other benefit plans and programs should cover all or a portion of the costs. Caring for Denver is the payer of last resort.

Many of the clinician staff services are eligible for Medicaid, Medicare or other third-party benefit plans. However, some services are non-covered services and therefore are not billable to any third-party payer. MHCD agrees to bill Medicaid, Medicare, or other third-party payer for all eligible services provided. The contract provides for a portion of staff-related costs for non-covered, non-reimbursable services. All invoices will report total costs, amounts billed and paid by insurance, and amounts billed to Caring for Denver. MHCD will submit receipts and/or appropriate documentation for budget-approved expenses. Payment will be based on monthly invoice and appropriate backup documentation

Unallowable Costs: the following expenses will not be reimbursed through this grant and should not be included in invoices sent to DPD:

- Employee bonuses
- Awards and certificates
- Incentives
- Entertainment charges
- Fees, fines, or penalties
- Sales/use tax
- Food and beverage costs
- Travel expenses (e.g. lodging, meals) that exceed the published GSA rates (<http://www.gsa.gov/travel>) will not be reimbursed by grant funds.

Exhibit A

Invoices will be sent to: dpdfinance@denvergov.org

Payments will be made to Mental Health Center of Denver once the invoice has been deemed complete and response, checked for accuracy and approved by the Project Director.

- Questions about invoices and supporting documentation should be directed to:
Eric Barela, DPD Senior Accountant
720.913.6054
eric.barela@denvergov.org

The final invoice related to this scope should be received by the Denver Police Department no later than TBD to be reimbursed within the grant liquidation period.

PROJECT CONTACTS:

Mental Health Center
of Denver

Operational -	Chris Richardson	chris.richardson@mhcd.org	970.274.3071
Fiscal –	Andrea Vigil	andrea.vigil@mhcd.org	303.504.6633

DPD Operational –	Tara Tubb	tara.tubb@denvergov.org	720.913.6326
DPD Fiscal –	Eric Barela	eric.barela@denvergov.org	720.913.6054

AGREED:

For Mental Health Center of Denver:

For the Denver Police Department:

Signed: _____

Signed: _____

Name: _____

Name: Paul Pazen _____

Title: _____

Title: Chief of Police _____

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/19/2019

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

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

PRODUCER One, Inc. DBA CONFLUENCE 1600 Emerson St. Denver CO 80218	CONTACT NAME: Gary Friedman, CPCU, MSIS, RPLU, ARM, AAI PHONE (A/C, No, Ext): (303) 825-7212 FAX (A/C, No): E-MAIL ADDRESS: gfriedman@confluenceinsurance.com <table style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center; border-bottom: 1px solid black;">NAIC #</th> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER A: ACE AMERICAN INSURANCE COMPANY</td> <td colspan="2" style="border-bottom: 1px solid black; text-align: right;">22667</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER B: PINNACOL ASSURANCE</td> <td colspan="2" style="border-bottom: 1px solid black; text-align: right;">41190</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER C:</td> <td colspan="2" style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER D:</td> <td colspan="2" style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER E:</td> <td colspan="2" style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER F:</td> <td colspan="2" style="border-bottom: 1px solid black;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: ACE AMERICAN INSURANCE COMPANY	22667		INSURER B: PINNACOL ASSURANCE	41190		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B: PINNACOL ASSURANCE	41190																					
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						
INSURED Mental Health Center of Denver Sanderson Apartments LLLP, Sabin Group 4141 E Dickenson Place Denver CO 80222																						

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestation \$1,000,000 per occurrence/aggregate GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		OGLG25503958 010	7/1/19	7/1/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	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			CALH08612778 010	7/1/19	7/1/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XOOG25498343 010	7/1/19	7/1/20	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	4045260	7/1/19	7/1/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	PROFESSIONAL LIABILITY OCCURRENCE FORM			OGLG25498380010	7/1/19	7/1/20	EACH OCCURRENCE \$5,000,000 AGGREGATE \$7,000,000

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

RE: Sanderson Apartments, 1601 S Federal St, Denver CO 80219 with Sanderson, LLC is a named insured (Loan Number: 860401); 1555 Humboldt Street (Loan Number: 860301); 1730 Franklin St (Loan Number: 860101); 2829 W. 33rd Ave (Loan Number: 860201). As required by written contract, the City of Denver, it's Elected & Appointed Officials, Employees & Volunteers are included as Additional Insured under the General Liability in accordance with the terms, conditions and limitations of the policy.

CERTIFICATE HOLDER CITY OF DENVER 201 W Colfax Denver, CO 80202	CANCELLATION 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 <i>Gary A. Friedman</i>
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