

AMENDATORY AGREEMENT

This **AMENDATORY 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 Street, Denver, Colorado 80205 (the “Contractor” or “Provider”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated June 4, 2025, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, add paragraph 35-Protected Information and Data Protection, update the scope of work exhibit and update the budget exhibit.

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

1. Section 3 of the Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Agreement will commence on **January 1, 2025**, and will expire on **December 31, 2026** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, subsection D. entitled “**Maximum Contract Amount:**”, sub-subsection (1) is hereby deleted in its entirety and replaced with:

“**D. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWO MILLION NINETY-EIGHT**

THOUSAND NINE HUNDRED EIGHTY-THREE DOLLARS AND NO CENTS (\$2,098,983.00) (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 Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement.”

3. Section 35 of the Agreement entitled “**PROTECTED INFORMATION AND DATA PROTECTION:**” is hereby added to the Agreement as follows:

“35. PROTECTED INFORMATION AND DATA PROTECTION:

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.”

4. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-01, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A-01**.

5. **Exhibit B** is hereby deleted in its entirety and replaced with **Exhibit B-01, Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B** are changed to **Exhibit B-01**.

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGES FOLLOW.]

Contract Control Number:
Contractor Name:

ENVHL-202582503-01 / ENVHL-202578619-01
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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

ENVHL-202582503-01 / ENVHL-202578619-01
THE COLORADO COALITION FOR THE HOMELESS

By:  Signed by:
2D348E46280145D...

Name: Britta Fisher
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



DENVER
THE MILE HIGH CITY

EXHIBIT A-01

SCOPE OF WORK

I. Purpose of Agreement

This agreement establishes the Scope of Services between the Department of Public Health and Environment (DDPHE) and The Colorado Coalition for the Homeless (the "Provider").

The Provider shall deliver the identified services for the City under the support and guidance of DDPHE, utilizing best practices to foster collaboration and communication.

II. Program Services and Descriptions

The purpose of this contract agreement is to provide a Department of Public Health & Environment (DDPHE) **subaward for year 2: \$922,718 for new total of \$2,098,983**. These funds will be provided to The Colorado Coalition for the Homeless (CCH) to be utilized for providing primary care including Medication Assisted Treatment (MAT), nursing, behavioral health including psychiatry, pharmacy and other health care services as necessary to clients at the micro-community and non-congregate hotel shelter locations in Denver. This contract is not for Research and Development.

List of Services to be Provided:

CCH will provide mental health and physical health care services at the All in Mile High (AIMH) non-congregate shelters and micro-communities. Services will include the following:

- a. CCH will have full-time nurse care coordinators to provide intake, assessment, and triage to the appropriate services for clients. Leveraging both the Health Outreach Program (HOP) and its Street Medicine Team, CCH will visit at least one micro-community or hotel per business day as dictated by level of client need.
- b. Services will generally be provided at micro-community sites between the hours of 8am-4pm, as determined by level of client need. Schedules may vary based on the size and unique needs of each micro-community.
- c. Screen and assess clients to determine clients' need for primary care, behavioral health, and other health care services.
- d. Using appropriately credentialed staff, address clients' primary medical care and behavioral health care needs providing a trauma-informed, evidence based, motivational approach to care.
- e. Build rapport and create sustainable outcomes that drive clients to engage and follow treatment plans (i.e., Motivational Interviewing; Screening, brief intervention and referral, or provision of treatment as needed).
- f. Provide onsite Medication-Assisted Treatment (MAT), in compliance with all Federal, state, and local regulations and laws, in combination with counseling and behavioral health therapies specifically supporting people with opioid use disorders (OUDs).
- g. Provide psychiatric support for people living with psychiatric diagnoses including but not limited to depression, post-traumatic stress disorder, anxiety disorders, and other



DENVER
THE MILE HIGH CITY

EXHIBIT A-01

SCOPE OF WORK

psychiatric conditions.

III. Roles and Responsibilities

Contractor Responsibilities:

1. Conduct city-designated sensitivity training annually.
 1. 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.
 2. Sensitivity Training is available at https://denvergov.org/media/denvergov/housingstability/context_of_homelessness/story.html
2. The 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 DDPHE.
3. Post City and County of Denver Anti-Discrimination Office signage in an accessible area for staff and program participants.

City Responsibilities:

1. Provide signage in English and Spanish with information on the Anti-Discrimination Office.

IV. Equity, Access, and Outcomes

DDPHE aligns with the Mayor’s Office of Social Equity and Innovation to promote racial equity and inclusiveness in funding practices. The Provider must report demographic characteristics of clients and staff throughout the contract period to monitor equitable service access and outcomes.

DDPHE 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 DDPHE 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 DDPHE funded programs. This information will help inform future evaluation on any potential disparate impacts across DDPHE programs, as well as strategies to help address equity in access to and outcomes from programs where appropriate. Additionally, DDPHE 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.



DENVER
THE MILE HIGH CITY

EXHIBIT A-01

SCOPE OF WORK

VI. Objectives and Outcomes

Outputs:

- Follow-up with all client referrals in a timely manner (2 business days).
- Serve approximately 800 unique individuals with at least 1200 health care service encounters annually.
- 50% of patients to engage in two or more types of health care services. Service types will include primary medical care, nursing, behavioral health therapy, psychiatry, pharmacy, and dental.
- Ensure every client served is connected with care that they can access upon leaving the AIMH shelters.

Assumptions: Data will be sourced from the Homeless Management Information System (HMIS).

VII. Reporting Requirements

A. Data Collection

- The Provider must use HMIS for program data collection, adhering to COHMIS Policy and Data Quality Standards, as allowable under the HIPAA Privacy Rule and other applicable data privacy laws and regulations
- Fund disbursement is contingent on compliance with data collection requirements.

B. Reporting Schedule

- Data is expected to be reported monthly by the 15th of the following month.
- Supplemental reports may be required if HMIS data is insufficient.
- The Provider must submit a Contract Summary Report within 30 days after the contract end date.

C. Data Monitoring

Data monitoring will include:

1. **Number of health encounters over the contract term: 1,200.**
2. **Number of unique individuals served: 800 annually.**
3. **Number of referrals receiving timely and appropriate follow-up from CCH staff.**
4. **Aggregated monthly service data following template negotiated in 2025.**
5. Ongoing collaboration around data reporting.
6. Demographics to ensure equitable access to services.
7. Programmatic success and challenges reported quarterly.
8. Financial data, including contract spending and budget allocation.



DENVER
THE MILE HIGH CITY

EXHIBIT A-01

SCOPE OF WORK

VIII. Budget

A detailed budget is attached as an exhibit. The Provider's total indirect costs cannot exceed 15% of the maximum grant amount. Administrative costs include management oversight, quality assurance, rent, utilities, insurance, and related overhead expenses.

IX. Invoice and Payment Procedures

- Invoices and reports must be submitted to designated DDPHE staff by the 15th of each month
- Purchases of \$1,000 or more require backup documentation with the itemized invoice
- All receipts and payroll information must be provided, if requested by DDPHE staff
- The Provider may use their own invoice template if it contains required detailed information needed by DDPHE

Exhibit B-01: Contract Program Budget Summary				
Contractor Name:		Colorado Coalition for the Homeless	City Contract #:	
Project :		Health Services for All in Mile High Sites		
Contract Term:		From:	1/1/2026 - 12/31/2026	To:
Program/Fiscal Year:				