GENERAL GRANT TERMS, CONDITIONS, AND UNDERSTANDINGS

Funding Area for which application is submitted: Alternatives to Jail – City Allocation
Title of Project: House1000 Behavioral Health and Substance Misuse Services
Grant ID# 202310-02615

Grant Purpose:
To contract behavioral health and substance misuse services to support people coming from encampments on their journey to permanent housing.

Grantee Organization:	**Checks to be Made Payable To:**
City and County of Denver - Mayor's Office 1437 Bannock St. Denver, Colorado 80202	City and County of Denver - Mayor's Office 1437 Bannock St. Denver, Colorado 80202 **EIN:** 84-6000580
Amount of Grant Awarded: $ 2,000,000 over a 2 year period	**Period for Which Support is Granted:** From 01/01/2024 through 12/31/2025

Contingencies, if any:

Special Provisions, if any:

Priority Area(s) or Impact(s):
Reduce substance misuse (including maintained healthy relationship with substances), Improve, or maintain mental health (including reduced harm to self and others)

Objectives:
Partner with local organizations to provide mental health and substance misuse care for Denver residents receiving housing through House1000 plan to achieve long-term stability in housing and behavioral health.

Requirement and Payment Schedule

Requirement Due Date	Requirement
07/30/24	Mid-Year Learning Call
12/31/24	End of Grant Year Report
01/31/25	End of Grant Year Learning Call
07/30/25	Mid-Year Learning Call
01/31/26	End of Grant Year Report
02/28/26	End of Grant Year Learning Call

Dates for learning calls listed in the Requirement and Payment Schedule may fluctuate (before or after the due date) based on availability of program officer and Grantee. Required learning calls and reports must be completed to fulfill requirements of this grant agreement.

Payment Schedule
The first payment of $1,500,000 will be released upon execution of the grant agreement. The final payment of $500,000 will be released upon acceptance of the grantee's Year 1 grant report.

Payments are contingent upon receipt and acceptance of the associated requirements. The Foundation uses an online system to receive reports and other requirements.

Current Contacts for Grant (please notify us if this information is incorrect)

Primary Contact*	**Primary Signatory****
Cole Chandler Senior Advisor for Homelessness Resolution City and County of Denver - Mayor's Office 1437 Bannock St. Denver, Colorado 80202	Cole Chandler Senior Advisor for Homelessness Resolution City and County of Denver - Mayor's Office 1437 Bannock St. Denver, Colorado 80202 Cole.Chandler@denvergov.org
Project Manager***	
Marion Rorke City and County of Denver - Mayor's Office 1437 Bannock St. Denver, Colorado 80202	

*The Primary Contact is the individual directly responsible for developing the proposed activity, its implementation, and day-to-day direct supervision of the project. The email associated with the Primary Contact will be added to the Foundation's email distribution list upon Grant approval.

**The organization Primary Signatory is often the CEO or Executive Director of the Grantee.

*** If the organization has one person who oversees all grant projects, include that person as the Project Manager.

By this Grant Agreement (this "Agreement"), Caring for Denver Foundation (the "Foundation") is awarding the Grant described in General Grant Terms, Conditions and Understandings (the "Grant") to the above-named organization (the "Grantee"), and the Grantee agrees to the following:

1. Tax-Exempt Status
   The Grantee hereby agrees: (i.) to provide current and appropriate documentation if the organization is a government, supported agency, such as school, museum, library or government agency or department; and (ii.) to provide the Foundation with immediate written notification of any changes in the Grantee's tax-exempt status.

2. Expenditure of Funds
   This Agreement (together with any income earned upon investment of Grant funds) is made for the purpose described herein and may not be expended for any other purpose without the Foundation's prior written approval. Expenditures of Grant funds must adhere to the specific line items in the attached Grant budget. Changes to Grant budget that represent more than 10% of the total award or if requesting funding for an expense not previously approved shall be requested in writing to the Grantee's program officer at the Foundation and shall be subject to approval in writing by Foundation staff.

   If the Grant is intended to support a specific project or for a specific period, any portion of the Grant unexpended at the completion of the project or the end of the period specified above on Page 1 (the "Grant Period") shall be returned immediately to the Foundation. With prior written approval from the Foundation, the Grant Period may be extended in order to meet the anticipated objectives. Requests shall be submitted in writing to the Grantee's program officer at the Foundation and shall be subject to approval in writing by Foundation staff.

3. Prohibited Use of Funds
   The Grantee will not permit any Grant funds or income derived from such funds to be used for "political expenditures" as defined in Section 4955 of the IRS Tax Code, including, but not limited to, participation or intervention in a political campaign for a public office.
   The Grant is not in any way earmarked to support or carry on any lobbying or voter registration drive. The Grantee hereby reaffirms that the project's approved budget, attached to this Agreement, accurately reflects Grantee's present intention to expend at least the amount of the Grant on project non-lobbying and non-voter registration activities.
   The Grantee represents that it is knowledgeable about Executive Order 13224 and the USA Patriot Act of 2001, and the Grantee will not permit any Grant funds or income derived from such funds to be expended or re-granted so as to benefit any person or organization with ties to terrorists.

4. Anti-Discrimination Expectations
   The Grantee will not willfully discriminate against a particular class of individuals and will abide by all applicable local, state, and federal anti-discrimination laws in hiring, employment practices and when providing services.

5. No Assignment or Delegation
The Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without the prior written approval of the Foundation.

6. Records and Reports
The Grantee shall keep a record of all receipts and expenditures relating to this Agreement and to provide the Foundation with a written report summarizing the project promptly following the end of the Grant Period. The Foundation may also require interim reports. The Grantee's reports should describe progress achieving the Grant Purposes (including progress toward measurable results and Objectives outlined above on Page 1) and include a detailed accounting of the uses or expenditure of all Grant funds. The Grantee also agrees to provide any other information reasonably requested by the Foundation. If the Grantee obtains any audited financial statements covering any part of the period of this Agreement, copies of such statements shall be provided to the Foundation promptly after receipt. The Grantee must keep the financial records with respect to the Grant and this Agreement, along with copies of any reports submitted to the Foundation, for at least four years following the year in which all Grant funds are fully expended.

7. Required Notification
The Grantee must provide the Foundation with immediate written notification of: (1) its inability to expend the Grant funds for the Grant Purposes; or (2) any expenditure of Grant funds for any purpose other than the Grant Purposes; and, (3) any other breach by the Grantee of this Agreement.

8. Reasonable Access for Evaluation and Oversight
The Foundation incorporates evaluation into its charitable grant-making as a technical assistance service so that it and the Grantee can understand the impact of the Grant and how to improve the impact of the charitable grant-making moving forward, and for the benefit of other grantees and for the City and County of Denver. As a condition to the receipt of the Grant, the Grantee agrees to be a participatory partner in any requests from the Foundation to conduct an evaluation of the effectiveness of the Grant (the "Evaluation"), either individually with the Grantee or with multiple grantees as part of a broader strategy of the Foundation, including, but not limited to, follow-up reporting and/or additional activities above and beyond those listed in the Payment and Requirements section of this Agreement.
The Grantee will permit the Foundation and its representatives, at its request, to have reasonable access during regular business hours to its files, records, accounts, personnel and clients, or other beneficiaries for the purpose of making such financial audits, verifications, or program evaluations as the Foundation deems necessary or appropriate concerning the Grant and to discuss the Grantee's programs, procedures and operations with the Grantee's personnel.

9. Research Involving Human Subjects
If the Grant is to be used, in whole or in part, for research involving human subjects, the Grantee hereby certifies that the Grantee, applying the ethical standards and the criteria for approval of grants set forth in its Internal Review Boards and professional oaths, has determined that the human subjects involved in the Grant will not experience risk over and above that involved in the normal process of care and are likely to benefit from the proposed research program.

10. Publicity
The Foundation encourages the Grantee to publicize information concerning the Grant in the Grantee's newsletters, annual reports, press releases, Website and other relevant media. The Grantee will obtain written approval by the Foundation of any content promoting information related to the Grant, the Grantee or the Foundation staff prior to releasing or publicizing such information. If the Grantee has received programmatic funds that include any events, the Foundation expects to be acknowledged as a sponsor for major events by the inclusion of the Foundation's logo in the event promotion materials and print collateral.
The Foundation welcomes any photographs relevant to the Grant for the Foundation's use. Photos must have prior client releases (if applicable) for publication purposes.
Without further notice to or consent from the Grantee, The Foundation may include information regarding this Agreement and/or the Grant, the amount and purpose of the Grant and photographs, logo or trademark, and other published/printed information or materials (provided by the Grantee) and its activities, in the Foundation's periodic public reports, newsletters, Website and news releases.

11. Colorado Charitable Solicitations Act
The Grantee represents that it is aware of and in compliance with the Colorado Charitable Solicitations Act governing fundraising in Colorado.

12. Right to Modify or Revoke
The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any Grant funds if, in the Foundation's sole judgment, such action is necessary or prudent: (1) because the Grantee has not fully complied with the terms and conditions of this Agreement; (2) to protect the purpose and objectives of this Agreement or any other charitable interest of the Foundation; or (3) to comply with the requirements of any law or regulation applicable to the Grantee, the Foundation, or the Grant.

13. Termination
The Foundation's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of the Grantee.
In addition to its right of revocation under Paragraph 12, Either party may terminate this Agreement at any time by giving the other party at least 30 days' prior written notice. Upon termination of this Agreement for any reason, all payments by the Foundation to the Grantee shall cease at such time as may be determined by the Foundation.
Termination or revocation of this Agreement by the Foundation will not terminate the Grantee's obligations under this Agreement with respect to Grant funds expended or otherwise not returned to the Foundation. The Grantee's obligations under Paragraphs 6, 8, 10 and 16 shall also survive termination of this Agreement.

14. Special Conditions and Reporting
The Grantee will submit reports to the Foundation according to the reporting schedule set forth on Page One of this Agreement.

The Foundation requires grantees to share any public opinion research conducted with Foundation funds. Public opinion research includes both qualitative and quantitative methods to learn about the thoughts, perceptions, or beliefs of the general public, including, but not limited, to focus groups, ethnography, online surveys, and telephone polling. The Grantee should plan to share the results of such research, including findings and reports, with the Foundation. The Foundation will not share the research without permission from the Grantee.

15. Amendment
This Agreement may be amended, supplemented or extended only by written communication by the Foundation and the Grantee. Amendment requests shall be submitted in writing to the Grantee's program officer at the Foundation and shall be subject to approval in writing by Foundation staff.

16. No Partnership or Agency or Third-Party Beneficiaries
Nothing contained in this Agreement shall create or be deemed to create a partnership or agency between The Foundation and the Grantee, and nothing contained in this Agreement shall be deemed to give rise to any rights or benefits to third parties not a party to this Agreement.

17. Compliance with All Laws
Grantee shall perform or cause to be performed all operations in full compliance with all applicable Federal, State, and City laws, rules, ordinances, codes, regulations, executive orders, and policies whether or not specifically referenced herein. All employees of the Grantee shall be authorized to work in the United States of America.

18. Intellectual Property
(a) The Grantee represents and certifies that it owns or has the right to use all intellectual property that will be employed by the Grantee or its agents in the performance of this Agreement, including, without limitation, the Grantee's obligations under subparagraph (c) below.
(b) All works and matters created or discovered through the performance of this Agreement, including, but not limited to, implementation methodologies, best practices guides and training curricula (the "Work"), are owned by the Grantee; provided, however, that the Work may be used by the Grantee only in furtherance of charitable purposes (i.e., activities recognized by the IRS as charitable and not resulting in "unrelated business taxable income" as defined in Section 512 of the IRS Tax Code), unless otherwise agreed in writing by the Foundation.
(c) The Grantee hereby grants to the Foundation a nonexclusive, revocable, worldwide, non-transferable, royalty-free license to the Work, and any other intellectual property incorporated into or used in connection with the Work to the extent required to perform its obligations under this Agreement. The license herein granted to the Foundation shall vest without any further action on the part of the Grantee.

19. Disclaimer
Nothing contained herein, including the required reporting and review procedures, shall be construed as a warranty, representation, or approval by the Foundation that the services rendered by the Grantee are adequately or properly rendered on either an individual or program-wide basis. The Grantee shall have sole responsibility for all damages, costs, fines, attorneys' fees, or

liabilities of any kind or nature arising from any claims, demands or suits resulting from the Grantee's performance or failure to perform under this Agreement.

20. Controlling Document
The terms and conditions of this Agreement shall be the controlling document between the Foundation and the Grantee. All verbal communication, notes, minutes or other documentation of the Foundation shall be deemed merged into this Agreement. In making the Grant, the Foundation has relied on the information and representations submitted to the Foundation by the Grantee, and the Grantee represents that all such information and representations are true and complete.

21. Future Funding
The Grantee acknowledges that, except as expressly provided in this Agreement, The Foundation has no obligation to the Grantee with respect to any additional or future funding.

22. Counterparts; Electronic Signature
This Agreement may be signed in multiple counterparts, which may be signed by the Grantee and the Foundation separately, but together shall constitute a single agreement. The counterparts of this Agreement may be executed and delivered by facsimile, email, other means of electronic transmission, or other electronic signature and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

[Signature Page Follows]

_____ _____ (Date)

Lorez Meinhold
Executive Director
Caring for Denver Foundation

The undersigned certify that they are duly authorized officers of the Grantee and, as such, are authorized to accept this contract on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this Agreement, and in connection with this Agreement to make, execute, and deliver on behalf of the Grantee all agreements, representations, receipts, reports, and other instruments of every kind.

ACCEPTED AND AGREED TO:

_____ _____ (Date)

SEE CITY SIGNATURE PAGE
City and County of Denver - Mayor's Office

Attestation of Service to Denver Residents and the Non-Supplanting of Funds

Projects and activities supported by the Foundation's grantmaking must serve or support only residents of the City and County of Denver (the "City").

The Foundation's general definition of residency is derived from the State of Colorado Medical Services Board Rule 8.607.1(F) around Areas of Service. The following individuals will be considered City residents by the Foundation:

- An individual physically residing full time in the City;
- An individual experiencing homelessness presenting in the City and intending to stay in the City;
- An individual, under 21 years of age and in the custody of Denver Human Services ("DHS");
- An individual, under 18 years of age and in primary legal and residency custody of a City resident; or
- A non-City resident who is placed in a mental health or substance abuse program while in a City Jail.

I, the undersigned, hereby attest that all projects and activities funded by this grant from Caring for Denver Foundation will be used to serve or support only residents of the City.

In addition, I, the undersigned, hereby also attest these grant funds awarded are not being used to supplant existing funds. Caring for Denver Foundation funds will be used to supplement existing federal, state, local funds for program activities and are not replacing federal, state, local general funds that have been appropriated or allocated for the same purpose.

ACCEPTED AND AGREED TO:

_____ _____ (Date)

SEE CITY SIGNATURE PAGE
City and County of Denver - Mayor's Office

APPROVED GRANT BUDGET ON FOLLOWING PAGE

APPROVED GRANT BUDGET

Project/Program Expenses For the Year(s) Requesting Funding Request to Caring for Denver Foundation ONLY				
	Year 1	Year 2	Year 3	Total
Direct Costs - Project/Program				
Personnel/Staff (FTE) - Salaries				$ -
Personnel/Staff (FTE) - Benefits and/or Fringe				$ -
Program Supplies and/or Equipment				$ -
Meeting Costs				$ -
Travel Costs				$ -
Other Program Costs				$ -
Total Direct Costs	**$ -**	**$ -**		**$ -**
Other Costs				
Contractors, Consultants, and/or Partners	$ 1,500,000	$ 500,000		$ 2,000,000
Indirect Costs and/or Fiscal Sponsor's Fee (if applicable) *Max 15% of Total Direct Costs (not Other Costs)*				$ -
Total Other Costs	**$ 1,500,000**	**$ 500,000**		**$ 2,000,000**
PROJECT/PROGRAM EXPENSES TOTAL REQUEST TO CARING FOR DENVER FOUNDATION	**$ 1,500,000**	**$ 500,000**	**$ -**	**$ 2,000,000**
Internal Use Only: Learning Partnership Compensation				$ -
Total Approved Expenses	**$ 1,500,000**	**$ 500,000**	**$ -**	**$ 2,000,000**

Contract Control Number: ENVHL-202472887-00
Contractor Name: Caring for Denver Foundation

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: ENVHL-202472887-00
Contractor Name: Caring for Denver Foundation

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)