

A G R E E M E N T

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

The parties agree as follows:

1. **COORDINATION AND LIAISON:** The Provider shall fully coordinate all services under the Agreement with the Chief Financial Officer of the City (“CFO”) or, the CFO’s Designee.

2. **SERVICES TO BE PERFORMED:**

a. As the CFO or his designee directs, the Provider shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A**, the Scope of Work and Terms of Service, to the City’s satisfaction. In addition, each of the deliverables shall be performed in accordance with the terms of service included in Exhibit A. Exhibit A is incorporated herein and made a part of this Agreement.

b. The Provider is ready, willing, and able to provide the services required by this Agreement.

c. The Provider 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 June 1, 2018 and will expire on December 31, 2020 (the “Term”). Subject to the CFO’s prior written authorization, the Provider 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 CFO.

4. **COMPENSATION AND PAYMENT:**

a. **Fee:** The City shall pay and the Provider shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of up to **TWO MILLION THREE HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED FIFTY DOLLARS AND NO CENTS (\$2,338,350.00)** for fees and costs. Amounts billed must reflect the budget set forth in **Exhibit A**.

b. **Program Expenses:** Allowable program expenses are included in the budget set forth in Exhibit A.

c. **Invoicing:** Provider shall provide the City with a quarterly 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.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TWO MILLION THREE HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED FIFTY DOLLARS AND NO CENTS (\$2,338,350.00)** (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 Provider beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Provider's risk and without authorization under the Agreement.

(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 PROVIDER:** The Provider is an independent provider retained to perform professional or technical services for limited periods of time. Neither the Provider 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:** Each party may terminate with a 90 day notice and ability to wind-up services

a. First Year Housing Stability Success Payment/Reimbursement

- (1) If City terminates the contract prior to December 30th, 2019, housing stability rates will be calculated based upon any participants meeting a one year threshold before that point. The Provider would be eligible for bonus payments based upon the calculated Housing Stability rate, but the City would not be eligible for reimbursement payments.
- (2) If Provider terminates the contract prior to December 30th, 2019, housing stability rates will be calculated based upon any participants meeting a one year threshold before that point. The City would be eligible for reimbursements based upon the calculated Housing Stability rate, but the Provider would not be eligible for bonus payments.

b. Jail Day Reductions Success Payment/Reimbursement

- (1) Payment or reimbursement will be made based upon the results of the final results from the Independent Evaluator, with payment or reimbursement amounts, if any, to be made based upon the total budget allocated to the Provider at the time of termination.

c. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Provider 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, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Provider's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

d. Upon termination of the Agreement, with or without cause, the Provider 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.

e. 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 Provider's possession, custody, or control by whatever method the City deems expedient. The Provider 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 Provider shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **EXAMINATION OF RECORDS:** 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 any pertinent books, documents, papers and records of the Provider, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

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 Provider. 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:**

a. **General Conditions:** Provider 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. Provider 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 above-described 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, Provider 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 Provider. Provider 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 Provider. The Provider 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.

b. **Proof of Insurance:** Provider shall provide a copy of this Agreement to its insurance agent or broker. Provider may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Provider 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 Provider'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.

c. **Additional Insureds:** For Commercial General Liability, Auto Liability Professional Liability (if required), and Excess Liability/Umbrella (if required) Provider and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. **Waiver of Subrogation:** For all coverages required under this Agreement, Provider's insurer shall waive subrogation rights against the City.

e. **Subcontractors:** All subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement, but not payees who do not provide direct services to the Provider or the City, such as landlords who are paid rent pursuant to the scope of work) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Provider. Provider shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors maintain the required coverages.

Provider agrees to provide proof of insurance for all such subcontractors upon request by the City.

f. **Workers' Compensation/Employer's Liability Insurance:** Provider 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. Provider expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Provider'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 Provider executes this Agreement.

g. **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.

h. **Business Automobile Liability:** Provider 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.

i. **Additional Provisions:**

(i) For Commercial General Liability, the policy must provide the following:

(a) That this Agreement is an Insured Contract under the policy;

(b) Defense costs are outside the limits of liability;

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

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

(ii) For claims-made coverage:

(a) 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.

(b) Provider 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 Provider will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. DEFENSE AND INDEMNIFICATION

a. Provider 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 Provider 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.

b. Provider's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Provider's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

c. Provider shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

d. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Provider under the terms of this indemnification obligation. The Provider is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

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

11. **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 Provider 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.

12. **ASSIGNMENT; SUBCONTRACTING:** The Provider shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the CFO'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 CFO 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 Provider shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-Provider, subcontractor or assign.

13. **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.

14. **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 Provider receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Provider 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.

16. 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.

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Provider 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.

b. The Provider shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Provider 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 Provider by placing the Provider's own interests, or the interests of any party with whom the Provider 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 Provider written notice describing the conflict.

18. 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 Provider at the address first above written, and if to the City at:

Chief Financial Officer
City and County of Denver
201 W. Colfax Avenue
Denver, Colorado 80202
c/o Tyler Jaeckel

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.

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

a. 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").

b. The Provider certifies that:

(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.

(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.

c. The Provider also agrees and represents that:

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

(2) It shall not enter into a contract with a subProvider or subcontractor that fails to certify to the Provider that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(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 either the E-Verify Program.

(4) It is prohibited from using either 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.

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

(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.

d. The Provider is liable for any violations as provided in the Certification Ordinance. If Provider 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 Provider 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 Provider from submitting bids or proposals for future contracts with the City.

20. **DISPUTES:** All disputes between the City and Provider 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 CFO as defined in this Agreement.

21. **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).

22. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Provider 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 Provider shall insert the foregoing provision in all subcontracts.

23. **COMPLIANCE WITH ALL LAWS:** Provider 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.

24. **LEGAL AUTHORITY:** Provider 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 Provider represents and warrants that he has been fully authorized by Provider to execute the Agreement on behalf of Provider and to validly and legally bind Provider 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 Provider or the person signing the Agreement to enter into the Agreement.

25. **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.

26. **ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

27. **INTELLECTUAL PROPERTY RIGHTS:** The City and Provider 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 Provider 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 Provider 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 Provider (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.

28. 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 Provider'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.

29. ADVERTISING AND PUBLIC DISCLOSURE: The Provider will work in good faith, before they occur, to advise the City of significant promotion of the program, media contacts, and significant presentations of the program. Nothing in this provision precludes the transmittal of any information to City officials.

30. CONFIDENTIAL INFORMATION:

a. City Information: Provider acknowledges and accepts that, in performance of all work under the terms of this Agreement, Provider 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. Provider agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Provider shall be held in confidence and used only in the performance of its obligations under this Agreement. Provider shall exercise the same standard of care to protect such Proprietary Data and information as a

reasonably prudent Provider 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 Provider by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

31. **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.

32. **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.

33. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Provider 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.

34. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Provider 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.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: FINAN-201738812-00

Contractor Name: THE COLORADO COALITION FOR THE HOMELESS

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of
Denver

By _____

By _____

By _____



Contract Control Number: FINAN-201738812-00

Contractor Name: THE COLORADO COALITION FOR THE HOMELESS

By:  7/3/18

Name: Lisa Thompson
(please print)

Title: Chief operating officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

SCOPE OF WORK AND TERMS OF SERVICE

I. Evaluation Compliance

CCH will comply with the existing terms of the SIB 1.0 evaluation, as provided in the City contract numbered FINAN-201523939, as such evaluation is amended under the terms of such City contract, including enrollment mechanisms, reporting, and participation in evaluation related activities.

II. Program Budget and Success Payments

A. Yearly Budget

Payments made quarterly with regard to schedule outlined below upon request of the Provider. Payments are to be made in advance of each quarter by the Provider submitting a quarterly invoice. Any "reimbursements" due to the City may be taken out of future payments, if future payments exist at that time. Yearly total budgets shall be: \$571,000 in 2018; \$828,000 in 2019; and \$828,000 in 2020 as outlined in Exhibit 1.

| 2018 | | | |
|---------------------|---------------------|----------------------|---------------------|
| Quarter 1 (Jan-Mar) | Quarter 2 (Apr-Jun) | Quarter 3 (Jul-Sept) | Quarter 4 (Oct-Dec) |
| -- | \$ 157,000 | \$ 207,000 | \$ 207,000 |

| 2019 | | | |
|---------------------|---------------------|----------------------|---------------------|
| Quarter 1 (Jan-Mar) | Quarter 2 (Apr-Jun) | Quarter 3 (Jul-Sept) | Quarter 4 (Oct-Dec) |
| \$ 207,000 | \$ 207,000 | \$ 207,000 | \$ 207,000 |

| 2020 | | | |
|---------------------|---------------------|----------------------|---------------------|
| Quarter 1 (Jan-Mar) | Quarter 2 (Apr-Jun) | Quarter 3 (Jul-Sept) | Quarter 4 (Oct-Dec) |
| \$ 207,000 | \$ 207,000 | \$ 207,000 | \$ 207,000 |

B. Enrollment Adjustments

If Provider fails to enroll or maintain the target enrollment number for each quarter as outlined in the enrollment table below, Provider will reimburse to the City ten-thousand dollars (\$10,000) for every number of participants they are below the target enrollment amount.

| 2018 | | | | 2019 | | | | 2020 | | | |
|------|----|----|----|------|----|----|----|------|----|----|----|
| Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| -- | -- | 58 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 |

- For purposes of this section, "enrollment" will be defined as (1) being physically engaged by a Provider staff member and (2) receiving services as defined under this contract.
- If in the inability to meet enrollment targets is solely due to the unavailability of

housing vouchers or an inability to randomize enough individuals for the program, the Provider may ask for a quarter extension in meeting that quarter's targets.

- a. If enrollment targets are still not met after the one quarter extension, ongoing funding for services and for success payment will be proportionally reduced by the number of individuals the program was unable to enroll, and the Provider will reimburse the City \$5,000 for every individual that the program was below the original quarter's target enrollment.

C. First Year Housing Stability Success Payments/Reimbursement Calculation and Payment

1. "First Year Housing Stability Success Payments/Reimbursement" means the payments, if any, that will be made by the City to Provider, or reimbursements, if any, made by the Provider to the City in accordance with this Section (as defined below).
2. "**Stable Participants Counted in First Year Housing Stability Rate**" means each Participant that is housed before June 30th, 2019 and either (i) achieves a minimum of three hundred and sixty-five (365) Days in Stable Housing (as defined below), or (ii) experiences an Early Exit Event (as defined below). For purposes of clarity, such three hundred and sixty-five (365) day period is not required to occur within one calendar year.
3. "**All Eligible Participants Counted in First Year Housing Stability Rate**" means each Participant that is housed before June 30th, 2019. To the extent a Participant is absent from their housing for a period of ninety (90) or more consecutive days for any reason except an Early Exit Event, and they subsequently re-enter housing, their housing will be counted as two unique events.
4. "**Days in Stable Housing**" means, with respect to each Participant, the total number of days that such Participant maintains a lease, sublease, or occupancy agreement in such Participant's name; provided, however, that if such Participant is absent from such premises for a period of ninety (90) or more consecutive days for any reason except an Early Exit Event, the Days in Stable Housing shall be reset to zero for such Participant.
5. An "**Early Exit Event**" means, with respect to each Participant, the occurrence of any of the following events, as certified by the Independent Evaluator: (i) a Participant ceases to receive Services and has relocated to other permanent housing where such Participant is named on a lease, sublease, or occupancy agreement or obtains a letter from the leaseholder or owner of a premises that such Participant may reside in such premises on a permanent basis; (ii) a Participant enters a residential treatment program for a period exceeding ninety (90) days to address a physical or behavioral health issue; (iii) a Participant is incarcerated for actions entirely occurring prior to becoming a Participant; and (iv) the death of a Participant.
6. "**First Year Housing Stability Percentage**" will be calculated by the Independent Evaluator by: (1) subtracting "Early Exit Events" from "Stable Participants" and from "All Eligible Participants; and (2) dividing the total number of "Stable Participants" by the total number of "All Eligible Participants" in the given time period (as defined below) and multiplying such number by one-hundred (100).

| Housing Stability Outcomes Observed Through | Independent Evaluator Report Deadline | City Payment Deadline |
|---|---------------------------------------|-----------------------|
| 6/30/20 | 9/15/2020 | 10/30/2020 |

7. "First Year Housing Stability Success Payments/Reimbursement" shall be calculated in accordance with the following table:

| First Year Housing Stability Percentage | Payment/Reimbursement |
|---|--|
| 90% or greater | City pays the equivalent of a 2.5% bonus on the entire contract amount or an amount not to exceed \$55,675. |
| 80 % to < 90% | No payment adjustments made. |
| 75% to < 80% | <p>Provider reimburses the City \$3,500 for every number of Participants the result is below the number of participants at the equivalent of 80% Housing First Year Housing Stability Percentage. Fractions can be used to calculate number of Participants.</p> <p><u>Formula:</u> $[(.8 \times \text{"All Eligible Participants"}) - \text{"Stable Participants"}] \times \\$3,500$</p> |
| Less than 75% | <p>Provider reimburses the City \$5,000 for every number of Participants the result is below the number of participants at the equivalent of 80% Housing First Year Housing Stability Percentage. Fractions can be used to calculate number of Participants.</p> <p><u>Formula:</u> $[(.75 \times \text{"All Eligible Participants"}) - \text{"Stable Participants"}] \times \\$5,000$</p> |

D. Jail Bed Day Reduction

- "Jail Day Reductions Success Payments/Reimbursement" means the payment, if any, that will be made by the City to Provider, or reimbursement, if any, made by the Provider to the City in accordance with this Section (as defined below).
- "Percentage Difference in Average Jail Days" will be determined by the Independent Evaluator by (i) subtracting the Provider's Treatment Group Number of Average Jail Days from the equivalent Control Group Number of Average Jail Days, (ii) dividing such number by the Control Group Number of Average Jail Days, and (iii) multiplying such number by one hundred (100). Such calculation may result in a positive or negative percentage. Resulting percentages will be rounded to the nearest integer.
 - The Evaluator will conduct the necessary Treatment on the Treated

adjustments that are outlined in the existing terms of the SIB 1.0 evaluation, as provided in the City contract numbered FINAN-201523939.

3. **“Provider’s Treatment Group Number of Average Jail Days”** means the total number of Average Jail Days that Participants assigned to the Provider’s Treatment Group were incarcerated in the City’s jail during a consecutive day period not to exceed 1,095 (365x3), determined separately for each Participant, commencing with the date the Participant is assigned to the Treatment Group. This Number will include Participants assigned to the Provider’s Treatment group under this contract and the previous Social Impact Bond Contract. The calculation will include only jail days before December 31, 2020.
 - a. For Participants enrolled under this contract, calculations shall be based upon a participant’s longest of the following options: (i) 365 consecutive day period, (ii) 730 consecutive day period, or (iii) 1,095 day period. If a Participant does not reach 365 consecutive days, they shall not be counted in the totals.
 - b. For Participants enrolled under the separate Social Impact Bond 1.0 contract (City contract numbered FINAN-201523939), calculations shall be based on a consecutive day period of 1,095 (365x3).
 - c. The Evaluator will conduct the necessary Treatment on the Treated adjustments that are outlined in the original Social Impact Bond contract (City contract numbered FINAN-201523939).
4. **“Control Group Number of Average Jail Days”** means the total number of Average Jail Days that Eligible Referrals assigned to the Control Group were incarcerated in the City’s jail during a consecutive day period not to exceed 1,095 (365x3), determined separately for each Participant, commencing with the date the Participant is assigned to the Control Group. This Number will include individuals assigned to the Provider’s Treatment group under this contract and the previous Social Impact Bond Contract (City contract numbered FINAN-201523939). The calculation will include only jail days before December 31, 2020.
 - a. For Control Group individuals assigned under this contract, calculations shall be based upon a participant’s longest of the following options: (i) 365 consecutive day period, (ii) 730 consecutive day period, or (iii) 1,095 day period. If a Control Group individual does not reach 365 consecutive days, they shall not be counted in the totals.
 - b. For Control Group individuals assigned under the separate Social Impact Bond contract (City contract numbered FINAN-201523939), calculations shall be based on a consecutive day period of 1,095 (365x3).
5. Jail Day Reductions Payments/Reimbursements will be determined by the Independent Evaluator by calculating the Percentage Difference in Average Jail Days and then identifying the corresponding dollar amount identified in the “Payment Amount” column of the payment scale set forth below:

| Percentage Threshold | Payment/Reimbursement |
|----------------------|---|
| Less than 20% | Provider reimburses City 1% on the entire contract amount or an amount not to exceed \$22,270. |
| 20 to < 35% | No payment adjustments made. |
| 35% or more | City pays the equivalent to a 2.5% bonus on the entire contract amount or an amount not to exceed \$55,675. |

6. Jail Day Reductions Payments/Reimbursements will be made according to the following schedule.

| Outcomes Observed Through | Independent Evaluator Report Deadline | City or Provider Payment Deadline |
|---------------------------|---------------------------------------|-----------------------------------|
| 12/31/20 | 5/15/2021 | 6/29/2021 |

III. Program Description and Service Guidelines

A. Overview

Provider will use a modified Assertive Community Treatment (ACT) team model of community-based clinical services, integrated with a flexible array of housing options delivered through an evidence-based Housing First approach to provide housing and supportive services for the costliest members of the “Super Utilizers” population (“SU”) as described below.

B. Enrollment

After an individual has been deemed eligible for the Project and has been randomly assigned to be served by the Provider through the Project, the individual will be referred by the City via the Referral Coordinator with the Crime Prevention and Control Commission (CPCC) to Provider. Provider will process the referrals in accordance with the following Client pathway:

1. Pre-Engagement Period. Upon receipt of a Referral, Provider will attempt to engage the referred individual to participate in the Project as a Client. If the referred individual has an existing relationship with the Provider or with another service provider in the area, the primary service and case management responsibilities will be transferred to Provider as clinically appropriate and upon approval of the Client and existing treatment team to the greatest extent possible. The City will assist Provider in locating and making contact with individuals who are the subject of a Referral as follows: (a) the CPCC referral coordinator will link the unique research IDs back to the individual identifiers (i.e. names and as much information as is available from the intake points) on the master eligibility list, and (b) co-responder staff within the Denver Police Department (DPD) will assist Provider in locating eligible individuals and engaging referred individuals to the extent possible.
2. Screening. Providers will engage participants in the treatment group for a minimum of three months, [as described in the Evaluation Plan] before stepping down the engagement and requesting a new referral. After being located, individuals must also pass the housing screen tool [as described in the Evaluation Plan] (the “Housing Screen”) to confirm homelessness and continue engagement toward housing

placement. While the Housing Screen will only screen out any individuals who are not considered homeless according to the Housing Screen requirements, it will also screen for chronic homelessness which will help determine the most appropriate housing subsidy for the individual.

3. Assignment to Case Management Treatment Team and Clinicians. Within one month of initial contact with the Client, Provider will assign the Client to a case management team and, through such case managers and clinicians, will conduct a full mental health assessment of the Client, establish and implement a Treatment Plan (as defined below) for the Client, identify barriers to housing for the Client, and address other pressing Client needs.
4. Provider will directly or indirectly provide Services for at least seventy-five (75) Clients during the first year (commencement through December 31, 2018). Provider will directly or indirectly provide Services for at least seventy-five (75) cumulative Clients annually during later phases of this Agreement (after January 1, 2019).

C. Housing Services

1. From initial contact with the Client, Provider will assess the client's appropriate housing needs, establish a housing stability plan, and work with the client to access and maintain appropriate housing.
2. Provider's housing placement and support services will include housing search and location, landlord outreach, teaching housing skills, lease negotiation, establishing a housing stability plan, conflict mediation, subsidy administration and other key functions. In addition, Provider will assertively engage and offer services to tenants to maximize their tenure in housing including assistance with maintaining their household and finances, independently performing activities of daily living, developing community living skills, maximizing tenant safety and security, guarding against predatory guests and illegal activity in their unit, and generally upholding the terms of their lease. Providers will actively communicate with landlords and property managers to advocate on behalf of tenants, prevent avoidable evictions, and intervene and mitigate crisis situations.
3. Provider will administer the housing subsidies from the Project Budget to allow clients to lease scattered site housing in the community.
4. Provider will ensure that all clients served have access to housing units that are affordable on an ongoing basis. This is defined as meaning that the tenant household ideally pays no more than 30% of its household income toward rent and utilities, and never pays more than 50% of income toward such housing expenses.

D. Supportive Services

All services will be voluntary and driven by individual choice. Recognizing that individuals may initially refuse assistance or services, provider will assertively and creatively engage tenants, including engaging clients multiple times and in multiple settings, to maximize participation in services. The delivery of all services will be guided by the principles of cultural competence, trauma informed care, recovery, and resiliency with an emphasis on building enrollee strengths and resources in the community, with family, and with their peer/social

network.

1. Provider will offer and provide Clients with a variety of services as deemed clinically appropriate based on assessed needs. Services provided will be designed to help Clients (i) address barriers to housing stability, (ii) manage mental illness and other disabling conditions, (iii) reduce interaction with the criminal justice system (number of jail days), and (iv) improve health outcomes. At the outset of each Client's engagement in the Project, Provider will work collaboratively with the Client to develop a Treatment Plan.
2. Provider's Services will include, as appropriate for and desired by each Client, intensive case management, crisis intervention, substance use counseling, mental health treatment, peer support, skills building, connection to primary care, and various other services identified as necessary in each Client's Treatment Plan.
3. A treatment plan ("Treatment Plan") will be developed consistent with the principles of client choice, wellness and recovery.
 - a. Provider will work with the Client to develop individualized goals in relation to housing. Other goals may be related to health maintenance, medication management, peer relations, social activities, relapse prevention and/or other individualized needs based on clinical necessity.
 - b. The Client will be primarily responsible for establishing the specific goals that define his/her desired quality of life.
 - c. The Treatment Plan will specify clinical interventions that will be used to assist client in meeting identified goals.
 - d. The Treatment Plan will define the roles and responsibilities of all parties involved in the development of the treatment plan.
 - e. The Treatment Plan may be used to help clients identify, cultivate and sustain relationships with peers, family members, neighbors, and others as clinically appropriate to create a network of support that will build the well-being of enrollees.

E. Case Management & Treatment Team

1. Individuals will likely come from culturally and linguistically diverse backgrounds, requiring that Case Management & Treatment staff practice "cultural competence" which emphasizes the acquisition of cultural knowledge and the proper application of that knowledge when working with individuals from a variety of cultures. This requires that Case Management & Treatment staff understand and implement the following practices:
 - a. "Cultural humility" emphasizes adopting the perspective that individuals and families are the best source of information concerning cultural issues that impact their care.
 - b. "Cultural sensitivity" encourages providers to begin with the assumption that

cultural differences exist even when none are apparent and continuously apply themselves to understanding as much as possible about the cultural lens through which each individual and family views and experiences the outside world.

2. Clients will have access to the Case Management & Treatment Team or mobile crisis support 24 hours a day 7 days per week.
3. Housing Counseling Services. Each client will have access to Housing Counseling services, it being understood that the Housing Counseling services may be provided by a designated Housing Counselor or by a case manager or other staff person with housing expertise.
4. The Case Management & Treatment Team shall operate substantially in accordance with the Corporation for Supportive Housing's (CSH'S) 'Dimensions of Quality' Supportive Housing as provided here: http://www.csh.org/wp-content/uploads/2013/07/CSH_Dimensions_of_Quality_Supportive_Housing_guidebook.pdf
5. The Case Management & Treatment Team shall assist clients in obtaining and maintaining permanent housing utilizing resources that are available through non contract-funded resources as applicable.
6. The Case Management & Treatment Team shall use clinical interventions such as motivational interviewing to assist the client in engaging and linking with integrated health services, as deemed clinically appropriate.
7. The Case Management & Treatment Team shall assist each client in obtaining supplemental income, health insurance and other federal, state, or local benefits for which he or she is eligible if client is willing.
8. The Case Management & Treatment Team has final accountability for assuring that all services identified in the treatment plan are offered to all clients, acknowledging that client's ultimately have self-determination in regards to whether or not they engage in offered services.
9. The Case Management & Treatment Team shall deliver or collaborate with other community agencies to provide for the delivery of all services identified in the Treatment Plan.
10. Case management services will "meet clients where they are" physically and figuratively. As a general rule, most case management services shall be provided in the field where clients conduct their lives – in the clients' home or in other community locations – allowing individuals to learn and practice skills in the actual environment where they will be using them, rather than in clinic or office settings.
11. The Case Management & Treatment Team, when appropriate and where in alignment with client treatment plan, shall link enrollees with education services (e.g. general education programs, technical/ trade schools) and develop action steps in the Treatment Plan related to educational opportunities that will contribute to successful workforce participation.

12. The Case Management & Treatment Team shall take a Housing First approach to housing.
13. The Case Management & Treatment team shall work with enrollees to identify and access other medical and dental services.
14. The Case Management & Treatment Team shall provide or link client with appropriate health promotion education.
15. If the Case Management & Treatment Team determines that an enrollee requires psychiatric inpatient care or other residential treatment, those services shall be provided through current agency processes. However, the Case Management & Treatment Team will provide continued contact with the enrollee and appropriate treatment staff.

F. Target Population: “Super Utilizers”

As described in the Evaluation Plan, the target population are adults who meet all of the following criteria (the “Super Utilizers” or “SU”):

1. Homeless at the time of referral: identified as transient (having no address or providing the address of a shelter);
2. Determined to be eligible based on the administered Housing Screen;
3. High utilizers of City criminal justice/jail services, indicated by at least eight (8) arrests over a period of three years;
4. High utilizers for purposes of this Project includes preventable, inappropriate, or recurring use of high cost County services such as:
 - a. Frequent arrests and/or jail days;
 - b. Frequent emergency department visits;
 - c. Frequent use of ambulance services;
 - d. Frequent use of Emergency Psychiatric Services;
 - e. Frequent medical hospitalization at Denver Health and Hospital;
 - f. Frequent use of Emergency Detoxification Services;
5. Require case management, primary medical care, behavioral health services, and/or dental services, and will likely need specialized substance abuse, mental health, and medical services; and
6. Likely have one or more of the following characteristics:
 - a. A history of poor adherence to medication regimens, and/or difficulties

participating in structured activities to the extent that it impairs the ability to live independently without supportive services;

- b. Be eligible for Medicaid and/or Supplemental Security Income ("SSI");
- c. Be currently uninsured;
- d. Have either no income or annual total income of less than \$15,000; and
- e. Lack family or other support networks.
- f. One or more disabilities.

IV. Staffing Requirement

A. Projected Staff

Based on modified ACT principles and available funding resources, Provider will maintain a target staff to client ratio of 1 staff to every 10 clients and no less than one staff person to every 12 clients. Services will be delivered in a team based model in which team members are in close communication and clients may receive services from any team member depending on their preferences and needs. Exact staffing for each team will vary but should include personnel to address the following functions:

1. Team Leader: This role is a full time leader of the team and a practicing clinician on the team.
2. Psychiatrist/Psychiatric Nurse Practitioner: A psychiatrist or psychiatric nurse practitioner who works on a fulltime or part-time basis. The psychiatrist / psychiatric nurse practitioner provides clinical services to all modified ACT clients and works closely with the team leader and team members to monitor clients and direct relevant treatment.
3. Nurse: A part or full time nurse who will work to identify and collaborate with medical personnel for assessment and treatment as an active member of the treatment team.
4. Substance Use Treatment Provider: A full time staff member with certified expertise in providing treatment for persons with substance use disorders.
5. Peer Specialist: A staff member who is or has been a recipient of mental health services for serious mental illness and/or other lived experience with the homelessness and/or criminal justice systems.
6. Case Managers with expertise as Housing Counselors, Vocational Specialists and/or Jail/Court Liaison.
7. Outcomes Specialist/Administrative Assistant: Non-clinical staff that provide support with organizing records, monitoring and reporting functions, and facilitating communication among the team members.

V. Data Reporting

A. The Data Dashboard.

1. As identified in the Evaluation Plan, data dashboard reports will be completed for all enrolled clients by the Case Management & Treatment team and submitted to the Evaluator via Secure File Transfer Protocol (SFTP) on a weekly basis.
2. Provider is responsible for training staff on completing and submitting the data dashboard. Provider shall enter all relevant and required client data into the data dashboard.

B. Medicaid billing

At least twice annually, Provider will analyze and report to the City the amount of services provided to Project participants that has been successfully billed to Medicaid and reimbursed to Provider. The Provider will also report on ongoing conversations with the State's Medicaid agency and the local affiliates related to the Provider's ability to bill Medicaid for program related services.

C. Housing Subsidy

Quarterly, Provider will analyze and report to the City the total amount of City funding that has been allocated to participant housing subsidies.

VI. Medicaid Billing and Housing Subsidy

A. Medicaid Reimbursement

1. With regard to services that are eligible for Medicaid reimbursement, the City of Denver is the payer of last resort. The Provider will make a good faith effort to maximize the amount of services they are able to bill Medicaid under this contract.
2. To the extent Medicaid reimbursement increases by less than thirty-percent, City funds shall be reallocated to current and future housing expenses. To the extent Medicaid reimbursement increases by thirty-percent or more, the City and Provider shall renegotiate the project budget.
3. To the extent Medicaid reimbursement significantly decreases by fifteen percent or more, the City and Provider shall renegotiate the project budget related to services.

B. SIB Housing Subsidy Assumptions

1. The Project Budget includes assumptions that participants will need the subsidy for the total number of months that they are enrolled, and that they will be making rental payments equivalent to 30% of their monthly income (budgeted based on average SSI benefit income).
2. In the interest of participants obtaining and maintaining permanent housing, it is beneficial for Provider to work with participants to increase their income, as well as to connect participants with an ongoing housing subsidy beyond the term of the Contract.

3. Housing subsidy savings created through connecting clients with tenant-based vouchers or increases in client income will be retained by Provider to house additional Participants or other Housing First clients.

VII. Operating Committee and Semi-Annual Meetings

1. Provider shall cause the Team Leader or a qualified designee to attend, in person or by phone, any Operational Meetings and to deliver all data and program metrics to the City as required under the Contract, including all required Reports.
2. Provider shall cause the Team Leader to attend, in person or by phone, any semi-annual meetings requested by the City at least three business days prior to the meeting, provided that notice may be provided on one business day's notice if an urgent matter is on the agenda.

Contract Budget

FY 2018

| | Q1 | Q2 | Q3 | Q4 | Total |
|------------------------------------|-------------|------------------|-------------------|------------------|-------------------|
| <i>Enrollment Targets</i> | | | 58 | 75 | 75 |
| Services | | \$ 220,000 | \$ 210,000 | \$ 210,000 | \$ 640,000 |
| Housing | | \$ - | \$ 60,000 | \$ 60,000 | \$ 120,000 |
| Anticipated Medicaid Reimbursement | | \$ (63,000) | \$ (63,000) | \$ (63,000) | \$ (189,000) |
| Total City Costs | \$ - | \$157,000 | \$ 207,000 | \$207,000 | \$ 571,000 |

FY 2019

| | Q1 | Q2 | Q3 | Q4 | Total |
|------------------------------------|------------------|------------------|-------------------|------------------|-------------------|
| <i>Enrollment Targets</i> | 75 | 75 | 75 | 75 | 75 |
| Services | \$ 210,000 | \$ 210,000 | \$ 210,000 | \$ 210,000 | \$ 840,000 |
| Housing | \$ 60,000 | \$ 60,000 | \$ 60,000 | \$ 60,000 | \$ 240,000 |
| Anticipated Medicaid Reimbursement | \$ (63,000) | \$ (63,000) | \$ (63,000) | \$ (63,000) | \$ (252,000) |
| Total City Costs | \$207,000 | \$207,000 | \$ 207,000 | \$207,000 | \$ 828,000 |

FY 2020

| | Q1 | Q2 | Q3 | Q4 | Total |
|------------------------------------|------------------|------------------|-------------------|------------------|-------------------|
| <i>Enrollment Targets</i> | 75 | 75 | 75 | 75 | 75 |
| Services | \$ 210,000 | \$ 210,000 | \$ 210,000 | \$ 210,000 | \$ 840,000 |
| Housing | \$ 60,000 | \$ 60,000 | \$ 60,000 | \$ 60,000 | \$ 240,000 |
| Anticipated Medicaid Reimbursement | \$ (63,000) | \$ (63,000) | \$ (63,000) | \$ (63,000) | \$ (252,000) |
| Total City Costs | \$207,000 | \$207,000 | \$ 207,000 | \$207,000 | \$ 828,000 |

| | |
|--|-----------|
| Possible Full Housing Stability Bonus | \$ 55,675 |
| Possible Full Jail Bed Reduction Bonus | \$ 55,675 |

| | |
|--------------------------------|---------------------|
| Total Max Contract Size | \$ 2,338,350 |
|--------------------------------|---------------------|

| | |
|---|------------|
| Possible Max Housing Stability Reimbursement | \$ 281,250 |
| Possible Max Jail Bed Reduction Reimbursement | \$ 22,270 |

| | |
|---|-------------------|
| Total Possible Outcome Reimbursement | \$ 303,520 |
|---|-------------------|



COLOCOA-01

NAVARY

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
06/26/2018

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 GIA Group, LLC 1605 Grand Avenue Suite K Glenwood Springs, CO 81601 | | CONTACT NAME: PHONE (A/C, No, Ext): (970) 945-9161 FAX (A/C, No): (970) 945-6027 E-MAIL ADDRESS: | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | | INSURER A : Philadelphia Insurance Companies | 18058 |
| INSURED Colorado Coalition for the Homeless and Renaissance Housing Development Corp. 2111 Champa Street Denver, CO 80205 | | INSURER B : Pinnacol Assurance | 524210 |
| | | INSURER C : | |
| | | INSURER D : | |
| | | INSURER E : | |
| | | INSURER F : | |

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | | PHPK1823589 | 05/23/2018 | 05/23/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | X | | PHPK1823589 | 05/23/2018 | 05/23/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | PHUB630118 | 05/23/2018 | 05/23/2019 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 4054944 | 04/01/2018 | 04/01/2019 | <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 | Employee Dishonesty | | | PHSD1349160 | 05/23/2018 | 05/23/2019 | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Community Services Block Grant - As required by written contract, the City and County of Denver, its elected and appointed Officials, Employees and Volunteers are included as Additional Insured with respect to the General Liability & Auto Liability.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| The City and County of Denver Department of Human Services 1200 Federal Blvd. Denver, CO 80204 | 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 |



AGENCY CUSTOMER ID: COLOCOA-01

NAVERY

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

| | | |
|------------------------------------|-----------------------------|---|
| AGENCY GIA Group, LLC | | NAMED INSURED Colorado Coalition for the Homeless and Renaissance Housing Development Corp. 2111 Champa Street Denver, CO 80205 |
| POLICY NUMBER SEE PAGE 1 | | |
| CARRIER SEE PAGE 1 | NAIC CODE SEE P 1 | EFFECTIVE DATE: SEE PAGE 1 |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

18-19 Package Abuse/Molestation & Professional Liability Limits
Abuse/Molestation & Professional Liability: \$1,000,000 Occurrence, \$2,000,000 Aggregate.