

Continuing Services Contract

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	302420
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Housing and Human Services ("BCDHHS")
Division/Program	Partnerships, Contracts and Services Division
Mailing Address	P.O. Box 471, Boulder, CO 80306
Contract Contact	Rory Thomes, Community Investments Manager rthomes@bouldercounty.org HHScontracts@bouldercounty.org
Invoice Contact	HHSaccountingoffice@bouldercounty.org and rthomes@bouldercounty.org
Contractor Contact Information	
Contractor Name	The Boulder Shelter for the Homeless, Inc.
Address	4869 Broadway, Boulder, CO 80304
Contact	Michael Block, Interim CEO
Contact Email	michael@bouldershelter.org
Secondary Contact	ilana@bouldershelter.org
Contract Term	
Start Date	January 04, 2023
Expiration Date	December 31, 2023
Final End Date	December 31, 2028
Contract Amount	
Contract Amount	\$583,000
<p>NOTE: The Contract Amount is a not-to-exceed amount for the Contract Term. The cost of services shall be established on a project-by-project basis consistent with the terms of this Contract.</p>	
Brief Description of Work	
<p>To provide countywide Housing-Focused Shelter (HFS) services to individuals who have been referred for services through the countywide Coordinated Entry (CE) system, including leveraging street outreach efforts to work with clients toward obtaining housing, in alignment with the system planning decisions determined by the Homeless Solutions of Boulder County (HSBC) governance structure.</p> <p>NOTE: Work shall be assigned on a project-by-project basis according to the terms of this Contract.</p>	
Contract Documents	
<ul style="list-style-type: none"> a. Exhibit A, Statement of Work b. Exhibit B, Payment and Reporting Requirements c. Exhibit C, Housing-Focused Shelter Service Policy and Reporting Metrics d. Exhibit D, Boulder County Homeless System Collaborative Data and Evaluation Overview e. Exhibit E, Policy for Use of Housing-Focused Shelter Client Fund f. Exhibit F, Guidelines on Using and Sharing Information in Relation to HSBC g. Exhibit G, Program Level Report 	

Purchasing Details – County Internal Use Only	
Grant funded?	No
SOQ Number	N/A
Award Date	N/A
If no SOQ No., bid process used	HHS Human Services Safety Net RFA
COVID-19	NO
Project #	N/A
Purchasing Notes	N/A
Contract Notes	
<i>Additional information not included above</i>	
PO	New PO
Chart of Accounts String	HSSN - 112.45018.74000.1020.101290.H113.0000

THIS CONTINUING SERVICES CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Department of Housing and Human Services ("County" or "BCDHHS") and The Boulder Shelter for the Homeless, Inc. ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation into Contract:** The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.
2. **Work to be Performed:** County will assign work on a project-by-project basis. County may enter into continuing services contracts with other contractors who will compete with Contractor to receive individual projects. Contractor will only be paid for projects awarded to Contractor through a bid process. The scope of work, cost, start date, and any other relevant project/Work details must be mutually agreed upon in writing prior to any Work commencing; such project-specific documents shall be incorporated into this Contract upon their acceptance by both Parties. **Contractor acknowledges that a continuing service contract does not constitute a guarantee that Contractor will be awarded any projects or work of any kind.** Upon receipt of an assignment, Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary, Contract Documents,** and the project-specific documents mutually agreed upon in writing (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.
3. **Term of Contract:** The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.

4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay the **Contract Amount** to Contractor in accordance with the **Contract Documents** and mutually agreed upon project-specific documents.

5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for any part of the Work completed in the prior calendar month. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.

6. Extra Time to Complete the Work (Additional Time only): If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work by sending a written notice of extension to Contractor. An extension of time to complete the Work will not entitle Contractor to additional compensation from County.

7. Extension of Contract Term (Additional Time and Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor may perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.

9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual

property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. **Nondiscrimination:** Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. **Information and Reports:** Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information.

12. **Independent Contractor:** Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. **Termination**

a. **Breach:** Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

b. **Non-Appropriation:** The other provisions of this Contract notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing

availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

c. Convenience: In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Contractor.

14. Contractor Obligations upon Termination or Expiration: By the **Expiration Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the Expiration Date or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15. Payable Costs in Event of Early Termination: If County terminates this Contract before the **Expiration Date**, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for Work satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate. Contractor explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies (in addition to any other remedy provided by law or in this Contract), which shall survive expiration or termination of this Contract:

a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County's discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon full and final completion of the corrections satisfactory to the County, County will remit payment to Contractor.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or fully and finally complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. Removal: Upon County's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.
18. Conflicts of Interest: Contractor may not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.
19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.
20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.
21. No Suspension or Debarment: Contractor certifies, and warrants for the Contract Term, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.
22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.
23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.
24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.
25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.
26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of

the Contract will continue to be operative and binding on the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents** or the project-specific documents, the terms of the main body of the Contract will control.

30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

31. Representations and Warranties: Contractor represents and warrants the following:

- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
- b. The individual executing this Contract is authorized to do so by Contractor;
- c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
- d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.

33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.

34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.

35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary Department and their designees to act on behalf of the County under the terms of this

Contract, including but not limited to the authority to terminate this Contract.

36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract (“Work Product”) will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.

37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.

38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. “Environmentally preferable purchasing” means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County’s commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor’s performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING

FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

43. Insurance: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this paragraph. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

a. Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

b. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

c. Insurance Obligations of County: County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

d. Deductible: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

e. Primacy of Coverage: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

f. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

g. **Requirements:** For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

i. **Commercial General Liability**

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

ii. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

iii. **Workers' Compensation and Employer's Liability**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

v. **Professional Liability (Errors and Omissions)**

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims-made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

vii. **Third Party Commercial Crime Insurance / Third Party Fidelity Bond**

The Crime limit shall be \$1,000,000 Per Loss and include an endorsement for "Employee Theft of Client Property". In order to provide coverage to County during the course of this contract, Commercial Crime policies must be endorsed to cover Third Party Fidelity. Third party fidelity covers the vendor's employees when engaged in work for a client. In addition, the County will be listed as loss payee on the commercial crime coverage. This third-party coverage can also be provided by obtaining a third-party fidelity bond.

viii. **Privacy / Cyber Liability Insurance**

As a provider of a service which *may* require the knowledge and retention of personal identifiable information including but not limited to, names, dates of birth, social security numbers, usernames, and passwords, and/or HIPAA sensitive personal information of clients served, the following minimum insurance limits are required:

Contractors with 10 or fewer County clients:	\$50,000
Contractors with 11 – 15 County clients:	\$500,000
Contractors with more than 25 County clients:	\$1,000,000

ix. **Sexual Abuse and Molestation Coverage**

As a provider of a service which has contact with individuals that are part of a sensitive population and are in a position of trust the following minimum insurance limits are required:

Contractors with 5 or fewer County clients:	\$100,000
Contractors with 6-10 County clients:	\$250,000
Contractors with 11-15 County clients:	\$500,000
Contractors with 16 or more County clients:	\$1,000,000

If the number of clients increases during the contract period, the required coverage limit will increase to correspond accordingly.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County	SIGNED for and on behalf of Contractor
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
↓↓ <i>For Board-signed documents only</i> ↓↓	
Attest Signature:	<i>Initial</i>
Attestor Name:	
Attestor Title:	

EXHIBIT A STATEMENT OF WORK

1. PROJECT DESCRIPTION

Boulder County Department of Housing and Human Services (BCDHHS) is committed to co-creating solutions with its community partners to address complex family and community challenges by fully, effectively, and efficiently integrating health, housing and human services to strengthen the broad range of Social Determinants of Health, in turn generating a more self-sufficient, sustainable, and resilient community. The seven key areas of stability and key priorities BCDHHS is targeting and key priorities for the investment of BCDHHS funds, include housing stability, employment and income stability, access to adequate food and nutrition, environmental health, health and well-being, safety, and education.

This Contract supports services under the housing stability pillar, and more specifically, providing countywide, Housing-Focused Shelter (HFS) services to individuals who have been referred for services through the countywide coordinated entry system, including leveraging street outreach efforts to work with clients toward obtaining housing, in alignment with the system planning decisions determined by the Homeless Solutions of Boulder County (HSBC) governance structure.

2. PERFORMANCE RESPONSIBILITIES

Contractor, in accordance with the terms and conditions in the Master Contract and this Contract shall provide, in a timely and satisfactory manner, the following:

- A. Provide HFS services in accordance with the attached Housing-Focused Shelter Service Policy and Reporting Metrics (Exhibit C).
- B. Allocate resources to clients according to the prioritization policy agreed upon by the Homeless Solutions of Boulder County (HSBC) governance structure when demand exceeds capacity:
- C. Complete VI-SPDAT assessments for all HFS clients willing to participate.
- D. Leverage community partners to secure housing options for all HFS clients: Contractor will work with other partners to ensure housing options for all HFS clients, including those who are resistant to accessing on-site shelter services.
- E. Use excess capacity to maximize resource usage in the system: In order to make the best use of sheltering resources within the system, Contractor shall work with HSBC to maximize use of excess sheltering capacity for other system needs.
- F. Enter data into Boulder County Connect (BCC): As functionality continues to expand, Contractor shall enter all client data directly into BCC client portal, including services received and type of exit from program.
- G. Engage with local government and other system stakeholders to improve the HFS program: Contractor shall participate in regular meetings and feedback discussions with local government, other funded entities and key system stakeholders, and make

changes to the HFS program to incorporate needed improvements. Systems performance information will be monitored in collaborative management meetings. Meeting frequency will be approximately once per month but may be more frequent during the first six months of the Contract term at the discretion of Boulder County. Contractor may also be required to present updates at monthly meetings of the HSBC.

- H. As needed, negotiate changes to HFS with HSBC related to recommendations from the HSBC governing board. As Contractor implements the HFS program, Contractor shall recommend process improvements to the HSBC governing board.
- I. It is anticipated that some HFS procedures will require adjustment during the Contract term as system data identify opportunities for improvement. Contractor will participate in regular meetings and feedback mechanisms with HSBC to review data on system performance and concerns/suggestions from clients or other community agencies to inform HFS changes. Service changes material to the contents of this agreement may not be made without written agreement of County and Contractor.
- J. Operate housing opportunities for individuals who have experienced homelessness: If funding allows, Contractor shall continue to operate its permanent supportive housing program at 1175 Lee Hill and its scattered site PSH programs.
- K. Work with Boulder County to explore additional funding streams to support services: Contractor shall work with Boulder County to explore whether and how additional funding streams (e.g., Medicaid) may be used to support Contractor operations.
- L. Contractor shall take necessary steps to provide services virtually and/or adhere to current public health COVID-19 restrictions and guidelines throughout the Contract term for services provided in-person. If Contractor is unable to provide services safely to meet client needs due to the public health restrictions, Contractor shall notify BCDHHS within 30 days.

3. TARGET POPULATION

The target population includes all adults who are homeless in Boulder County who have been referred to HFS through the countywide coordinated entry system.

4. REFERRALS FOR SERVICE

Contractor will accept referrals from the countywide coordinated entry system for adult homeless services.

5. MEETINGS AND COMMUNICATIONS

- A. In addition to engagement with local government and stakeholders (see Section 2.G above), Boulder County and Contractor will meet semi-annually to evaluate Contract usage and program effectiveness that may include:
 - i. Recommendations for modifications in the scope of services for this Contract.
 - ii. Technical assistance necessary to enable the performance of this Contract by Contractor, or

- iii. The specification of necessary additional services to enable Contractor's performance of the services provided under this Contract.
- B. A fiscal review may be conducted during the Contract term.
- C. BCDHHS will communicate with Contractor regarding applicable trainings and meetings as appropriate.
- D. Contractor agrees to attend relevant events focused on homelessness, including trainings and committees of Metro Denver Homeless Initiative (MDHI), and to communicate summaries back to the HSBC governing board.

6. DELIVERABLE AND REPORTING REQUIREMENTS

- A. Contractor shall consistently track all data in the BCC system. Data should be entered into BCC when services are delivered or no more than 3 days after receipt of service.
- B. Contractor shall review monthly reports prepared by Boulder County that track metrics outlined in Exhibit C: Housing-Focused Shelter Service Policy and Reporting Metrics.
- C. Contractor shall work in partnership with the governance structure to develop reports in support of the Draft Boulder County Homeless System Collaborative Data and Evaluation Overview January 2018 (Exhibit D).
- D. Contractor agrees to work in partnership with BCDHHS, governments, foundations, and nonprofit organizations providing health and human services to agree to a common core set of outcome indicators for Boulder County human services safety net providers that measure the impact of services for clients. This shall include attendance at and participation in meetings to discuss and review best practices and outcome measurements.
- E. Contractor shall also submit quarterly narrative reports documenting how HFS implementation has progressed. These reports will include but are not limited to the following elements: (1) components of the service that worked well over the quarter; (2) components of the service that created challenges during the quarter and steps taken to improve the service (3) any formal changes made to the HFS service during the quarter.
- F. Contractor shall maintain a safe facility by implementing a standard behavior policy for all clients seeking Shelter services. This includes clear behavioral expectations and a process to ensure consistent administration of any consequences.
- G. Contractor shall notify BCDHHS within 30 days of vacancies for positions funded under this Contract. Notification shall be sent in writing to Rory Thomes at rthomes@bouldercounty.org.
- H. Contractor shall submit an annual qualitative report at the conclusion of each Contract term. Annual reports shall be submitted no later than the 20th of the month following the end of the Contract term. Reports shall be submitted to Estiberson Parra Cordero (eparracordero@bouldercounty.org) and hhsimpactreporting@bouldercounty.org
- I. All required reports shall be submitted to hhsimpactreporting@bouldercounty.org and rthomes@bouldercounty.org by the 20th of the month following the end of each reporting period.

**EXHIBIT B
PAYMENT AND REPORTING REQUIREMENTS**

1. BUDGET

- A. The total dollar amount for this Contract shall not exceed \$583,000. The approved budget is included as Exhibit B-1, Program Budget.
- B. Contractor has the discretion to transfer up to ten percent (10%) of the approved budget between the major direct cost budget categories without the approval of Boulder County Department of Housing and Human Services (BCDHHS). Any budget transfer greater than ten percent (10%) requires prior written approval from an authorized BCDHHS representative.

2. PAYMENT AND REPORTING REQUIREMENTS

A. Monthly Invoicing

- i. BCDHHS shall provide Contractor with a monthly invoice template.
- ii. Contractor shall complete and submit monthly invoices and supporting documentation that supports the amount invoiced on/or before the twentieth (20th) calendar day following the reporting period, regardless of the level of activity or amount of expenditure(s) in the preceding report period.
- iii. Monthly invoiced expenses shall be for actual expenditures incurred by Contractor.
- iv. BCDHHS shall not pay for vacant positions funded through this Contract.
- v. Monthly invoiced expenses may not be reimbursable by any other funding source.
- vi. Monthly invoices shall only include expenditures for the prior billing period. Any adjustments to a previously billed period need to be billed as an amendment to a previous invoice.
- vii. The invoice shall contain the name and title of the person authorized, or his or her designee, to submit claims for payment.
- viii. All invoices, supporting documentation, and applicable reports shall be submitted electronically to BCDHHS via email to:
hhsaccountingoffice@bouldercounty.org and rthomes@bouldercounty.org

B. Supporting Documentation

- i. Monthly invoices shall be supported by a general ledger and/or sub-ledger detail generated from Contractor's accounting system to include payee, description, date, and amount.
 - a. For participant services, participant name and purpose must be included (for those participants who have signed an authorization to release information).
 - b. For personnel requests, an excerpt of the payroll register from the paying system is appropriate. The payroll register should include staff name(s) or initials, period paid, salary and itemized employer-paid taxes and benefits.
- ii. Supporting documentation submitted with monthly invoices must meet or

- exceed the amount being invoiced.
- iii. Contractor shall keep on site for BCDHHS review, for the contract term plus three years, the following supporting documentation for each invoice:
 - a. Non-personnel reimbursements must be supported by general ledger or sub-ledger detail generated from Contractor's accounting system.
 - 1. The ledger detail should include payee, description, date and amount.
 - 2. For participant services, participant name and purpose must be maintained on file (for those participants who have signed an authorization to release information).
 - 3. The documentation should include all receipts and/or other original support. Receipts are required for purchases from a single vendor more than \$100.
 - 4. Travel expenditures should include travel expense reports.
 - 5. Mileage will be reimbursed at a rate equal to or less than the IRS standard mileage rate.
 - b. For personnel requests, an excerpt of the payroll register from the paying system is appropriate. The payroll register should include staff name(s) or initials, period paid, salary and itemized employer-paid taxes and benefits.
 - 1. Staff working less than 100% on contracted work may be required via a written amendment to maintain an accurate daily record of hours worked and correct charge codes. These records shall be made available to BCDHHS during financial review visits or upon request.
 - iv. If Contractor does not produce sufficient documentation as described above at financial review visits, BCDHHS has the right to recapture any unsupported payments.

C. Payments

- i. Monthly invoices, supporting documentation, and all required deliverables as outlined in Exhibit A, Section 6, Deliverable and Reporting Requirements must be submitted in a timely manner and in accordance with the terms of the Contract in order to receive payment.
- ii. BCDHHS will reimburse Contractor within 30 days of receipt and approval of a fully-supported and payable invoice. BCDHHS will follow-up with Contractor within 15 days of receipt should there be any questioned or unsupported costs.

D. Internal Controls

- i. Contractor shall maintain written internal control policies and procedures around financial and accounting practices, including procurement policies and procedures.
- ii. Confidentiality of Client Information and Records: Contractor shall maintain best practices for safeguarding confidential information, including signed certification from Contractor's directors, officers and employees.
- iii. Conflict of Interest: Contractor shall maintain best practices regarding conflicts of interest, including signed certification from Contractor's directors, officers and employees.
- iv. Written policies and procedures shall be made available to BCDHHS

during financial review visits or upon request. During the Contract term, BCDHHS will request to review Contractor's procurement policy.

3. **SCHEDULE OF ATTACHMENTS:** The following attachments to this Exhibit are hereby attached and incorporated by this reference:

- A. Exhibit B-1, Program Budget

**EXHIBIT B-1
PROGRAM BUDGET**

Boulder County Department of Housing and Human Services HSSN 2023 Budget	
<i>Once you have matched the award amount below, this should be "0" :</i>	
Contract Term: 01/01/2023 to 12/31/2023	
Agency Name: Boulder Shelter for the Homeless	
Program Name: Housing Focused Shelter	
2023 Approved Amount	583,000
	\$ 0
Feel free to add or change expense rows categories to this form	
DESCRIPTION	Budget of Line Item
Salaries <i>(list positions and indicate FTE allocated to each source and whether the person within the position is bilingual/bicultural or bilingual only)</i>	
HFS Staff Salaries - 6.5 FTEs	\$ 269,500
HFS Case Manager Salaries - 1 FTE	\$ 51,880
HFS Supervisor Salaries - .25 FTE	\$ 15,600
Payroll Taxes & Benefits	\$ 75,000
Operating Expenses <i>(list costs including travel, rent, utilities, phone, postage, supplies, & printing)</i>	
Housing Focused Shelter Client Support	\$ 26,560
Kitchen, Cleaning and Bathroom Supplies	\$ 7,500
Administrative allocation	\$ 58,300
Facility Usage - utilities, water, phone, internet, trash, repairs & maintenance, etc.	\$ 78,660
Equipment <i>(list all costs)</i>	
Subcontractor/consultation services <i>(list individual costs)</i>	
Other Costs	
TOTAL Program Budget	\$ 583,000

EXHIBIT C
Housing-Focused Shelter Service Policy and Reporting Metrics

Description of Housing-Focused Shelter Service Model

Housing-Focused Shelter (HFS) is intended to provide moderate and high needs homeless single adults in Boulder County with a predictable place to stay on a long-term basis while they work toward exiting homelessness into stable housing. HFS includes case management and necessary services to support basic needs, meet health care needs, and pursue goals related to exiting homelessness into housing. For clients not being case managed by HFS case managers, Contractor shall allow access to clients and utilization of facilities by external partner agencies to provide case management services.

In order to support this service model, Boulder Shelter for the Homeless will operate at full capacity (160 beds) year-around, provided this use is allowed under the Shelter's management plan with the City of Boulder. Further, the Shelter will manage a fund for costs related to exits to stable housing for HFS clients (e.g., costs related to identification needed for lease up, application fees, and transportation costs related to completing of case plan activities).

In order to provide services in accordance with the Housing First model, Boulder Shelter for the Homeless (BSH) will offer clients who are referred to BSH through the Boulder County Coordinated Entry screening process two ways to engage with shelter services: "reservation" and "standby." Under this system, those opting for a reservation at the shelter would be given first priority.

If an individual seeking homeless services presents for services at BSH but has not yet been screened through the Boulder County Coordinated Entry screening process, BSH may provide one night of shelter services. After that night, the client will be directed to Coordinated Entry in order to get a referral to ongoing services.

Description of reservation services

If a client chooses to take up reservation services, BSH will provide the client with a reserved, guaranteed bed at BSH every night until they are housed as long as the client is meeting program requirements. BSH will also provide case management support to help the client identify and work toward their most appropriate housing exit (see below for more information on case management approach). BSH will also provide wrap-around services at the shelter or connect clients to supports in the community (see below for more information on those services). Clients in reservation services may also have the ability to stay at BSH during the day.

In order to take up reservation services, clients go through the following process:

1. After receiving a referral to BSH services through the Coordinated Entry system, the client signs up for a reservation services interview. During this interview, a Shelter staff member would meet with the client to explain the basic rules and expectations of the Shelter (see below for more detail), the available living options (e.g., sober living dorm, non-sober dorm), and sobriety support the Shelter can provide should the client have interest (primarily breathalyzing clients who want that check, or helping them to connect to community programs that can support them). After this explanation, the client would determine whether they want to sign up for reservations services.
2. If the client chooses to sign up for reservation services, the Shelter staff would encourage the client to sign up for a meeting with a case manager.
3. The case manager will work with clients to develop a housing-focused case plan. This process will include completing the VI-SPDAT, as appropriate, for those who have not yet completed one.

Expectations for clients participating in reservation services include the following:

- Staying at the shelter every night or letting BSH staff know when you will not be staying there or when you will be arriving later than 7:00PM for an approved reason (e.g., work, school, meetings).
- If the client opts for a sober living situation, they must maintain their sobriety, which may be verified with a breathalyzer test. If a client relapses, they will move to the non-sober dorm.

Description of standby services

If a client chooses standby services, the client will not have a reserved, guaranteed bed at the Shelter. However, they will be able to present at BSH for services available there, and sleep there when bed space is available. This option provides BSH staff a way to maintain contact with clients who may not be able to engage with reservation services and work with them toward a housing exit. BSH will work with standby clients (including completing the VI-SPDAT) to the maximum extent allowed by client and staffing resources.

Services available to individuals not accessing on-site shelter services

BSH staff will leverage relationships with outreach workers/case managers in other organizations throughout Boulder County to help connect HFS clients with housing options, including those who do not access on-site Shelter services.

Provision of housing-focused case management

BSH case management staff will provide housing-focused case management to all clients to the extent the client and staffing resources (at least 3 FTE case management positions) will allow. Housing-focused case management includes helping clients to identify appropriate housing options, determining the client's personal goals related to housing (e.g., getting clients document ready, etc.), and plan action steps to realize those goals.

In order to coordinate care and leverage existing trusting relationships between the client and service providers, BSH case management staff will work collaboratively with other case managers and supportive staff involved with the client. It is likely that clients in HFS will already be engaged with staff from other organizations (e.g., Mental Health Partners, the municipal court navigator, etc.). In cases where an HFS client has a relationship with staff in another community organization, BSH staff will work collaboratively with partners to help HFS clients achieve housing goals, and provide services and assistance necessary to achieve housing goals, including financial assistance for necessary housing steps such as identification, application fees, etc. Appropriate releases of information and structures will be put in place to enable this collaboration.

Provision of wrap-around supports to housing-focused shelter clients

Housing-focused shelter provides not only shelter and case management supports but also co-located supplemental services, primarily around basic needs and health services. In order to avoid duplicating supports that already exist in mainstream services, supplemental services provided to HFS clients will leverage existing resources to the greatest extent possible. Should additional daytime services at BSH be helpful for clients, BSH will work with the governance structure to streamline access to existing community resources (e.g., senior services) and co-location or transportation.

Basic needs

HFS will provide the following basic needs services:

- Meals
- Showers
- Laundry facilities
- Secure storage
- Mail and phone services
- Help to sign clients up for all appropriate benefits and programs (e.g., Medicaid, SNAP, etc.)

Health services

Best-practices show that co-locating basic health services at the Shelter reduces barriers to addressing health issues. While some services will be provided onsite, clients also have the option to go to healthcare providers' locations and can use available transportation assistance to do so.

- Physical health services: HFS will work with existing care providers (e.g., Clinica) to provide onsite staff on a regular schedule for health services.
- Mental health services: HFS will work with existing care providers (e.g., Mental Health Partners and other Medicaid Contractors) to provide mental health counseling.
- Dental care: HFS may work with existing care providers (e.g., Dental Aid) to provide onsite care on a regular basis.

Primary hours for these services will be in the mornings and evenings to be accessible those who are not in the shelter during the day.

Supports for clients with substance use issues

As noted above, BSH will provide sober living dorms for those who prefer that living situation, and they will provide breathalyzer tests to those who find them helpful to maintaining their sobriety.

Housing search assistance

In alignment with Housing-First principles, BSH case managers will work with clients individually to customize housing case plans and help clients move into housing as quickly as possible. This work may include helping clients reunify with family or other social supports. It may also require helping the client secure the necessary documentation required to obtain housing, including paying fees required to obtain identification. Some clients may receive a housing voucher or receive rapid re-housing assistance that requires them to find an apartment to rent in the private market before they can be permanently housed. Clients will have histories of homelessness and possibly criminal records and mental health and substance abuse issues, which will make finding housing difficult without assistance. To the extent possible, HFS staff should coordinate with the voucher-originating agency to provide housing search assistance if that assistance is not being provided already. Housing search assistance includes helping identify available units, helping the client tour those units, and helping the client apply for their desired housing. Landlord engagement efforts involve reaching out to landlords to explain the client's situation and the supportive services they will receive as a tenant to help them be a successful tenant so that the landlord will consider renting to the client.

Transportation

Bus passes or other bus service arrangements may be made to enable clients to travel around Boulder County as needed in alignment with their case plans (see case management section). However, some destinations (e.g., Social Security Administration) are not accessible by bus, and some clients are unlikely to keep appointments without a designated ride to and from their appointments. In these instances, BSH staff will leverage existing transportation resources from other community partners. BSH shall distribute bus vouchers to Longmont clients who have transportation barriers to accessing shelter services at BSH.

Daytime Hours

Under pre-determined weather conditions, the Shelter may offer daytime hours to HFS clients who spent the previous night at the Shelter. Severe weather triggers for this service have been determined by and will only be modified in consultation with Homeless Solutions for Boulder County. Daytime hours are also subject to the Shelter's Management Plan requirements.

HFS Performance Metrics

These performance metrics are in development and will be updated as needed to reflect program logic model and data & evaluation working group input. Boulder Shelter for the Homeless will work with Boulder County to collect these metrics until Boulder County Connect supports automated reporting of these metrics.

Service utilization patterns (total, nightly average, night-by-night data)

- Number of individuals referred to HFS from Coordinated Entry – total, from Boulder, from Longmont
- Number of individuals accessing overnight sheltering – total and by referral group
 - Referral group: screened in Boulder, screened in Longmont first night free
- Number of individuals in reservation services – total and by referral location
- Number of individuals in standby services – total and by referral location
- Cumulative number of individuals referred to HFS but who do not access onsite BSH services – total and by referral location
- Number of individuals turned away for services – total and by reason
 - Reasons: banned/behavior, capacity, not HFS client and already used first night
- Number of clients reached through street outreach

Demographics of HFS clients

- Demographic information (age, gender, race) – total, reservation clients, standby clients, clients referred but not accessing services onsite

Services Provided as Part of Housing Plans

- Number of clients with active housing case plans
- Number of bus tickets provided
- Number of clients provided with at least one bus pass
- Number of clients helped with securing identification required for housing
- Number of clients provided with housing search assistance
- Number of clients who completed a VI-SPDAT assessment
- Number of contacts with clients via street outreach

Outcomes

- Number of clients by destination at exit (HMIS)
- Average and median length of stay in HFS – total and by exit type
 - Exit types: clients exited unsuccessfully/to homelessness, clients exited to PSH, clients exited to non-PSH housing option, clients exited to institutional setting
- Number of clients by local destination at exit (BOCO specific)

These performance metrics may be amended to align with the Homeless Solutions for Boulder County Evaluation Plan.

EXHIBIT D
Boulder County Homeless System Collaborative
Data and Evaluation Overview (DRAFT)
January 2018

Introduction

The Cities of Boulder and Longmont and Boulder County are implementing a new approach to serving adults experiencing homelessness county-wide. The overall goal of the system is to help clients exit homelessness by regaining housing. The system includes three core components:

- Coordinated Entry: Coordinated Entry is a process by which all individuals in need of adult homeless services will be consistently screened and referred to services (either navigation or housing-focused shelter) that are appropriate for their level of need. Screening began at fixed locations in Boulder and Longmont in October 2017.
- Navigation Services: Navigation Services provide short-term support for lower-needs individuals who require limited assistance to get back into permanent housing. Individuals will work with a case manager to develop a housing plan and can receive mediation support, financial assistance, legal assistance, assistance reunifying with support networks, and links to county and other community programs as needed. Overnight sleeping space will also be available to qualified navigation participants who need a place to stay in the short term. Bridge House began providing this service in the City of Boulder in October 2017 and the OUR Center and HOPE will provide this service in the City of Longmont starting in early November 2017.
- Housing-focused Shelter Services: HFS (previously referred to as program-based shelter or PBS) facilitates housing entry for qualified moderate- and high-needs individuals by providing overnight sheltering and wrap-around services on an extended basis. Those participating in HFS can remain at the Boulder Shelter for the Homeless (BSH) until they have been successfully, permanently housed. The overall goal of the system is to help clients exit homelessness by regaining housing.

In order to build a robust understanding of how Boulder County's new approach is working, the Cities of Boulder and Longmont and Boulder County plan to intentionally evaluate system performance. This work also aims to establish a culture of data-driven performance improvement, by using regular reviews of system data as a starting point for conversations on system performance. This document summarizes the preliminary plan for this work, which includes both process and outcome components.

Because this approach requires instituting new service models and processes, the evaluation work during the pilot year (October 1, 2017 – September 30, 2018) will focus primarily on regular use of data and provider engagement to document how the system is functioning and identify improvements. Primary process measures for this work include average and median length of time in navigation and housing-focused shelter programs and the frequency with which particular services (e.g., financial assistance, conflict mediation, etc.) are provided. As part of this effort, we will also examine data from the Coordinated Entry to refine the screening tool, determine whether it accurately refers clients to the appropriate service, and whether high utilizer clients are also highly vulnerable. Results of this analysis will be used to drive improvements to the screening process.

To the extent possible, the evaluation effort will examine outcomes of the new system. Primary

outcome measures are returns to homelessness (as measured by re-screenings through Coordinated Entry) and the percentage of clients exiting to permanent housing destinations. These metrics can be compared to similar analysis being conducted for the metro Denver continuum of care to examine our system performance relative to the region. We also have the opportunity to develop service utilization tracking by building connections between emergency services data and Boulder County Connect.

Data Sources and Elements

To the greatest extent possible, this evaluation plan relies on administrative data collection already planned within the Boulder County Connect system. In that system, we expect to have the following data elements:

- CE screening data elements
 - Screening date
 - Demographics
 - Type of residence (i.e., homeless, institutional, temporary or permanent housing situation)
 - Length of time homeless
 - Connection to Boulder County
 - Number of homeless episodes in past three years
 - Self-reported disability
- Program (either navigation or housing-focused shelter) entry date
- Program exit date
- Program dismissal reason (housing destination and program exit, modeled on HMIS data element)
- Services disbursed during program enrollment
 - Financial assistance amount
 - Conflict mediation
 - Connection to mainstream resources (as noted by enrollment in Medicaid, SNAP, etc. during program enrollment period)
 - Housing search assistance
- Other program assessments (e.g., navigation intake, VI-SPDAT)
- High utilizer list

The data and evaluation work can also leverage ongoing performance monitoring meetings with service providers (e.g., weekly systems check-ins and monthly Management Board meetings). If resources permit, these sources may be supplemented with monitoring visits to programs and additional interviews with program staff and/or focus groups with program participants. We will also develop a mechanism to record housing exit supports (e.g., placement in permanent supportive housing units, rapid re-housing assisted housing placement, etc.). If possible, this information will be captured in Boulder County Connect as well.

Process Questions

System-level questions

- Are the core programs in the new approach – coordinated entry, diversion, navigation, and housing-focused shelter – working as intended?
 - **Data source:** This question will be answered using monitoring meetings with providers, including those with front line workers and the Management Board. These meetings will provide feedback on what is working and what isn't. If

- resources permit, this will be supplemented with monitoring visits to programs to observe program operations.
- **Analysis:** Review notes from meetings and observations, code that content by theme, and summarize.
 - Where they are working differently than the service model, why are they working differently? What generated this change? What challenge/unforeseen situation had to be overcome?
 - **Data source:** This question will be answered using monitoring meetings with providers, including those with front line workers and the Management Board. These meetings will provide feedback on what is working and what isn't. If resources permit, this will be supplemented with monitoring visits to programs to observe program operations.
 - **Analysis:** Review notes from meetings and observations, code that content by theme, and summarize.
 - Does the system as designed have sufficient capacity? How does the demand for service types compare to the supply of those services in the system?
 - **Data source:** Coordinated Entry screening data (in Boulder County Connect)
 - **Analysis:** Run a report on the preferred referral based on the screening and where/whether the client was actually served to determine mismatch between service capacity and demand. Note: to understand whether a referral result different from the CE screening result is due to client choice or lack of capacity, we may need to add an administrative field into Boulder County Connect to gather this information.

Program-level questions

- How long are clients in programs for by program type?
 - **Data source:** Average and median lengths of stay from Boulder County Connect, with supplemental information from providers to explain outliers or trends out of line with system expectations.
 - **Analysis:** Calculate average and median lengths of stay for each core program (navigation – Boulder, navigation – Longmont, housing-focused shelter).
- What specific services (e.g., conflict mediation, financial assistance, housing search assistance) do clients receive by program type?
 - **Data source:** Boulder County Connect service disbursement data by program type (diversion, navigation, program-based shelter)
 - **Analysis:** Run report from Boulder County Connect to show the number of clients by each program type who received each service type provided through the single adult homeless service system. Review these data to determine which services are provided most frequently.
- What services were the most important in helping clients resolve their homelessness by program type?
 - **Data source:** Interviews with program staff and focus groups with program participants.
 - **Analysis:** Because clients receive services that they and their case manager determine would be beneficial for them, we cannot compare the effectiveness of individual services by comparing those who received a certain service and those who did not receive it. Instead, we will ask program staff and participants to give their impressions on the relative importance of the individual services offered and the contexts in which certain services are more or less critical. Notes from these conversations will be reviewed and summarized. This will provide guidance for program improvements, but we will not be able to determine the independent effectiveness of particular services.

Coordinated Entry screening questions

- Are referrals to programs from Coordinated Entry being accepted?
 - **Data source:** Boulder County Connect referral and program enrollment data.
 - **Analysis:** Examine the percentage of referrals to programs that result in enrollments in that program and the percentage that do not by each program and program type.
- Are high utilizers also high-need?
 - **Data source:** Coordinated entry screening data and high utilizer lists
 - **Analysis:** Compare need characteristics of those on the high utilizer list who have been screened by coordinated entry to those who are not on the high utilizer list.

- Does the screening tool accurately assess level of need?
 - **Data source:** Coordinated Entry screening data and subsequent assessment data (e.g., VI-SPDAT)
 - **Analysis:** Compare the results of the coordinated entry screening with levels of need as determined by other assessments, primarily the VI-SPDAT, to determine correlation between measures.

Outcomes Questions

- What housing situations are clients exiting to?
 - **Data source:** Boulder County Connect destination field, housing exit data as available
 - **Analysis:** Analyze frequencies with which clients exit to permanent housing situations, temporary housing situations, institutional settings, homeless situations, or unknown destinations by program.
- How often do clients return to homelessness after being served? Does this vary by program type?
 - **Data source:** Re-screenings for Coordinated Entry in Boulder County Connect.
 - **Analysis:** Determine the percentage of clients who have been rescreened through coordinated entry (recidivism rate).
- What trends do we observe in utilization of emergency services?
 - **Data source:** municipal and county justice system data, emergency medical data, and Boulder County Connect data (requires both historical and current data)
 - **Analysis:** plot trends in average utilization of emergency service services for clients served by system over time
 - **Note:** The justice and emergency medical data sources are not currently integrated into Boulder County Connect.
- What trends do we observe in utilization of mainstream services?
 - **Data source:** Boulder County Connect data (i.e., SNAP, Medicaid, etc.)
 - **Analysis:** plot trends in average utilization of mainstream supportive services for clients served by system over time.

While we will review these measures, evaluating outcomes at this early stage is difficult for several reasons. First, because the approach includes several new processes and services, which will evolve as we learn what works, the service models will not exist in steady state in the early implementation phase. This makes it difficult to know which permutation of the model is associated with given observed outcomes. Second, some outcomes are observed in the longer-term, so within the pilot year, we will have a limited data to evaluate long-run performance. Third, the system intentionally targets services to clients in a systematic way and does not include a comparison group. This makes it difficult to evaluate which particular services and supports are most important for client success and means we cannot extrapolate causality from observed trends. However, engagement with providers and clients can help shed light on possible drivers of success to study further.

EXHIBIT E

Policy for Use of Housing-Focused Shelter Client Fund

Background: The Housing-focused Shelter Program

The Housing-focused Shelter (HFS) program, managed by Boulder Shelter for the Homeless (BSH), facilitates housing entry for qualified moderate and high-needs individuals by providing overnight sheltering and wrap-around services on an extended basis. People are referred to HFS through the countywide coordinated entry system. Those participating in HFS can remain at BSH until they have been successfully, permanently housed.

Client Funding

HFS includes a Client Fund to pay for costs associated with obtaining housing, including access to Shelter facilities for clients screened for HFS in Longmont. The goal of the fund is to remove barriers to housing for HFS clients. Policies for use of the Client Fund are specified below.

Eligible Clients

Clients eligible for assistance through the HFS Client Fund include:

- Clients referred to HFS through coordinated entry. This includes clients actively using services at BSH as well as HFS-referred clients not using other BSH services.
- Clients that have not gone through coordinated entry may be eligible for assistance if they are prioritized for housing via the Boulder County case conferencing process.

Eligible Expenses

HFS Client Fund resources should be used in conjunction with other sources of funding (such as MDHI Flex Fund, LEAP, etc.) when available. The HFS Client Fund can be “first in” funds and are intended to cover costs related to getting the client housing including:

- Transportation costs to appointments that are directly related with sheltering or housing applications
- Transportation costs to Boulder Shelter for clients screened into HFS from Longmont and other Boulder County communities
- costs related to getting clients “document ready” (e.g., birth certificate costs, costs for photo ID)
- landlord costs (e.g., application fees, security deposits/move-in fees, first month’s rent)
- utility deposits and costs (i.e., transportation) related to facilitating family reunification

Other expenses may qualify if they are directly related to eliminating a barrier to a housing opportunity. When the HFS Client Fund is used to pay for landlord costs, it is important that the client understands that funding is a one-time intervention, with ongoing rent/expenses to be paid with sustainable funding sources such as vouchers, income, etc.

Eligible Housing Opportunities and Payees

Housing opportunities supported by HFS Client Flexible Funding must be:

- verified as legitimate opportunities; in which there is written external verification of the housing opportunity (e.g., Coordinated Entry screening into Housing Focused Shelter, proof of unit availability, confirmation from family member for reunification situations);
- sustainable opportunities, in which the client has a way to pay rent (voucher, income, benefits, etc.) in the long term; and
- located in Boulder County if utilizing Boulder County funds (City of Boulder funds may be used to support out-of-county housing opportunities if they meet all other Client Fund criteria).
- Proper receipts must also be provided and stored on-site for fiscal reviews.

HFS Client Funding will generally not be given directly to clients. Payments for eligible expenses will be made to landlords, property management companies, or other vendors. Bus passes will be distributed by HFS employees and shall be tracked in Boulder County Connects.

Contact a BSH case manager or program manager to access these funds.

EXHIBIT F
Guidelines on Using and Sharing Information
In Relation to Homeless Solutions for Boulder County

Homeless Solutions for Boulder County (HSBC) is strengthened by its collaborative and coordinated systems approach to addressing the needs of individuals experiencing homelessness. Due to the large and expanding number of partners, this can also raise questions regarding how partners should use data that is collected during the performance of work. Within HSBC, agency staff often share portions of a client's service activity to support service management efforts. Further, many agencies have access to information on client service provision outside of their agency as a user of the Boulder County Connect (BCC) system. As a result, participating agencies may develop varying understandings of a given client's "story," or develop divergent opinions about how the larger system, or parts thereof, are functioning based on the interpretations of summary data sets or client information they can view in BCC.

Given that HSBC operates in an evolving, complex, and expanding environment, it is important for system partners to commit to a set of norms regarding how information will be used and shared. This document supplements agreements already in place that specify how confidential (i.e., client level) information can be used, transmitted, and stored by participating agencies (e.g., the BCC user agreement and release of information).

1. Agencies will not use data or information to represent the larger system to the press or the public, unless there is a specific purpose for doing so and only after this has been discussed and cleared through, the Homeless Solutions for Boulder County System Manager and/or City of Longmont staff and/or City of Boulder staff;
2. Agencies shall not release any data to the media without having the data fully verified prior by an appropriate Homeless Solutions for Boulder County entity;
3. Agencies will acknowledge in part, the HSBC system in any press releases that involve outcomes that have occurred as part of HSBC funding and management.
4. Agencies are at liberty to discuss their own efforts, as reflected in data on programs they operate, but will not use data to describe the efforts of partner agencies unless this has been mutually agreed to between agencies;
5. To the extent possible, agencies will work through governance bodies and with Homeless Solutions for Boulder County to inform their understanding of system data, and will seek clarification when there is ambiguity about efforts before characterizing data for the public, press or other outside entities;
6. As needed, agencies agree to work within the HSBC Management Board to develop shared talking points that fairly and objectively reflects critical or unusual incidents that occur for individuals impacted by the system, and will serve as an individual authoritative voice on such events; and
7. Agencies will not use information to disparage another organization working as a partner within HSBC.

All members of the Homeless Solutions for Boulder County Management Board agree to adhere to these guidelines – as identified below. Any agency added to this agreement also agrees to adhere to these guidelines upon joining the Management Board.

Exhibit G Program Level Report

Name of Organization:	
Name of Program (should match funding award):	
Name of Person Completing Report:	
Program staff email to use if questions arise:	

Quarterly Reporting Metrics	Q1	Q2	Q3	Q4
TOTAL Number of unduplicated individuals served by Program				
TOTAL Number of unduplicated individuals served by residency				
Boulder				
Lafayette				
Louisville				
Longmont				
Erie				
Lyons				
Nederland				
Superior				
Jamestown				
Other Cities Inside Boulder County				
Homeless Inside Boulder County				
Other Cities Outside Boulder County				
Homeless Outside Boulder County				
Unknown				
TOTAL Number of unduplicated individuals served by Program by age				
0-5				
6-12				
13-17				
18-54				
55-91				
TOTAL Number of unduplicated individuals served by Program - Race				
American Indian/Alaska Native				
Asian				
Black/African American				
Native Hawaiian or other Pacific Islander				
Mixed Race				
White/Caucasian				
Other				
Unknown				
TOTAL Number of unduplicated individuals served by Program - Hispanic, Latino or Spanish origin				
No, Not of Hispanic, Latinx, or Spanish origin				
Yes, of Hispanic, Latinx, or Spanish origin				
Unknown				
TOTAL Number of households served by Program - Primary Household Language				
English				
Spanish				
Other				
Unknown				
TOTAL Number of households* served by Program				
Number of households with children ages 0-17				

* note: single individuals living alone = 1 household

Programmatic Metrics:	Q1	Q2	Q3	Q4
Number of clients existing shelter into housing				
Number of new clients this quarter				
Number of clients provided with housing assistance				

Quarterly Questions for Funders:	Quarter 1	Quarter 2	Quarter 3	Quarter 4
1. What % of program funding does this contract provide as a percent of the total program budget				
2. Please describe the ways in which this funding helps meet program goals:				
3. Please briefly describe any gaps or areas of need that you are noticing emerge in the community:				
4. This contract is funded by tax dollars. If you are able to share a success story of this program that we can share with the public.				