Denver Department of Human Services

Business Management Division

Contracting Services

On behalf of

Denver’s Road Home Division

Emergency Shelter Services for Women

REQUEST FOR PROPOSALS
PACKAGE
RFP NO. BM/CS/DRH2015_03/16

Released March 16, 2015
NOTICE OF REQUEST FOR PROPOSALS
City and County of Denver
Emergency Shelter Services for Women

Denver, Colorado

March 16, 2015

The City and County of Denver through the Department of Human Services (DDHS) is seeking proposals from qualified agencies and organizations to provide services to Denver’s low income community residents. Organizations will be sought who possess expertise in providing Emergency Shelter Services for Women.

We anticipate the total amount of funding available under this Request for Proposals (RFP) will be approximately $250,000 for an eight (8) month period with the potential of an additional 2 years of funding, if available. The City intends to execute contracts commencing on May 1, 2015 and ending December 31, 2015. In all cases the City and County of Denver and DDHS reserve the right to negotiate all contract amounts. Parties interested in submitting a proposal to provide such services are required to follow the recommended guidelines and instructions contained in this RFP.

The RFP packet may be obtained electronically on or after March 16, 2015 by visiting “Current Bidding Opportunities” at:

http://www.denvergov.org/humanservices/DenverHumanServices/AboutUs/DoingBusinesswithUs/ContractingServices/tabid/441524/Default.aspx; If you are unable to download the RFP packet please contact Contracting Services at 720.944.2233 to pick up a packet at Denver Department of Human Services during the hours of 9:00 A.M. to 4:00 P.M., Monday-Friday. Proposals are due and must be received by 3:30 P.M., Mountain Standard Time April 8, 2015.

All proposers will be required, at their own expense, to secure and deliver to the City a current Certificate of Insurance (COI) showing coverage for all required insurance within ten days of award of funding. Prior to the initiation and execution of any contractual agreement, proof the insurance is still current and is to be kept in force at all times during the term of the contract, as the same may be extended, the insurance coverage in the types and amounts required by the City and County of Denver as shown in the Insurance Information and Sample Certificate of Insurance Form attached to this RFP. (See Attachment 8 - Insurance Information and Sample Certificate of Insurance Form).

Please submit Proposer Certification form and attachments to the attention of:

For information or any questions related to this RFP please contact:

<table>
<thead>
<tr>
<th>Jodie Berdiales, Contract Administrator</th>
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<tbody>
<tr>
<td>Denver Department of Human Services</td>
</tr>
<tr>
<td>1200 Federal Boulevard</td>
</tr>
<tr>
<td>Denver, CO 80204</td>
</tr>
<tr>
<td>Phone: 720-944-2782 Fax: 720-944-2224</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:Jodie.Berdiales@denvergov.org">Jodie.Berdiales@denvergov.org</a></td>
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Only proposers that meet the minimum qualifications as set forth in the complete Request for Proposals packet will be evaluated. All interested individuals, organizations, firms, or other entities, whether for-profit or not-for-profit are invited to apply in accordance with the terms and conditions stated in this Request for Proposal. The Executive Director reserves the right, at his/her sole discretion, to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to
accept any portion or all items proposed if deemed in the best interest of the City and County of Denver.

**Registration is Required:**

Upon receipt of this RFP, it is your obligation to register with DDHS by sending an email to: Jodie Berdiales; Jodie.Berdiales@denvergov.org or by calling 720-944-2782. You will be asked to provide your company name, two (2) contacts, email address, fax number, and telephone number. This information is required should DDHS amend the RFP or need to communicate with proposers. If a proposer is not registered, any information that is related to and is subsequent to the release of this RFP, may not be communicated to the proposer.
This Request for Proposal package is divided into two parts.

**Part I** contains general information and instructions necessary for submission of a proposal to the City and County of Denver. Timelines of the RFP will be included in this section.

**Part II** contains information regarding the scope of services to be provided, any general specifications, and documents specific to this solicitation to be completed and submitted as part of a response. Evaluation criteria will be included in this section.
PART I
INSTRUCTIONS FOR SUBMITTING PROPOSALS

To be considered, all proposals must be submitted in accordance with these instructions.

Note: the following are general instructions for submitting proposals. Additional and/or conflicting instructions outlined in Part II (General Specifications) of this Request for Proposals (RFP) may supersede these instructions.

1. ISSUING OFFICE
   This RFP is issued for the City and County of Denver by the Denver Department of Human Services (DDHS), 1200 Federal Boulevard, Denver, Colorado 80204.

2. PURPOSE
   This RFP is designed to provide qualified proposers sufficient information to prepare and submit a proposal.

3. SCOPE
   This RFP contains the instructions for submitting a proposal, the information to be included in the response and any mandatory requirements, which must be met, for the proposer to be eligible for consideration.

4. WHO SHOULD RESPOND
   All interested proposers, who have the capability to meet the specifications, are invited to submit a proposal in accordance with the specification, procedures, dates, and times as set forth herein. Proposals will be accepted from public, private non-profit, or private for-profit firms, which meet at least one (1) of the following criteria:
   - Governmental/Political Entity of the State of Colorado.
   - Incorporated in the State of Colorado and in good standing.
   - A foreign corporation registered with the Colorado Secretary of State and in good standing.
   Prior to contracting, private corporations must either be incorporated in the State of Colorado or registered with the State as a foreign corporation, and must be in good standing. Proof of such standing is required prior to the start of the contracting process.

5. INQUIRIES
   Proposers may present questions concerning this RFP to the contact person specified below in this RFP. Any such inquiries must be submitted by e-mail to Jodie Berdiales (Jodie.Berdiales@denvergov.org) or in writing and faxed to 720-944-2224 from March 16, 2015 through March 20, 2015. Questions must be typed or printed clearly, and include the applicants’ name, telephone number, e-mail address and the name of the organization(s) being represented. All questions will be answered fully and submitted to all applicants and posted at “current bidding opportunities” at:


   by 4:00 p.m. March 24, 2015.

6. ADDENDUM TO REQUEST FOR PROPOSALS
   In the event that it becomes necessary to revise any part of this RFP, an appropriate addendum will be issued by the City. The City may re-publish, at its sole discretion, any such addendum.
7. **PROPOSAL SUBMISSION**
Proposal must be received no later than **3:30 P.M., Mountain Standard Time, April 8, 2015**. Proposers mailing their submissions must allow sufficient delivery time to ensure receipt of their proposals on or before the time and date specified at:

Denver Department of Human Services  
Contracting Services  
Attention: Jodie Berdiales, Contract Administrator  
1200 Federal Boulevard, 4th floor  
Denver, Colorado 80204-3221  

*(No fax or email copies will be accepted)*

Please include one (1) proposal clearly marked “ORIGINAL” and six (6) copies as well as an electronic copy as stated on the “Proposal Checklist”. These should be submitted in an envelope or container with the name of the proposer clearly shown on the top left hand corner of the envelope or container.

8. **LATE PROPOSALS**
It is the responsibility of the proposer to assure that the proposal packet arrives at the specified location by or prior to, the date and time specified. Proposals postmarked by the due date but received after the due date, will not be considered.

9. **REJECTION OF PROPOSAL**
The Executive Director reserves the right, at his/her sole discretion, to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion or all items proposed if deemed in the best interest of the City and County of Denver.

10. **INCURRING COSTS**
Expenses for developing a proposal are entirely the responsibility of the proposer, and the City shall not be liable in any manner for any costs incurred in connection with the preparation, submittal, or subsequent negotiation.

11. **NO ARREARAGES/NO DEFAULTS**
No proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the City and County of Denver, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the City and County of Denver, or that has failed to attain or demonstrate compliance with any law, ordinance, City regulation, or contract term or condition as may be provided for or required in any City contract, or that may be deemed irresponsible or unreliable by the City. Proposer may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in the proposal.

12. **RFP CLOSING DATE**
All proposals must be received by **3:30 p.m. Mountain Standard Time, April 8, 2015 as specified in the RFP**. In the event of an emergency situation (i.e., inclement weather) which causes the Mayor of the City and County of Denver to close the Denver Department of Human Services offices, the Executive Director of DDHS has the authority to reschedule the RFP closing date. All proposals will be allowed to resubmit prior to the new date and time specified.
13. **INSURANCE**

To be in accordance with the terms and conditions of a contract agreement between your agency and the City And County of Denver, the successful proposer will be required to have a current and valid insurance policy in effect at all times that is in compliance with Mayoral Executive Orders, Denver Charter, and the Revised Municipal Code. Proof of insurance is a major aspect of contract compliance.

All successful proposals will be required, at their own expense, to secure and deliver within a specified timeframe to the City a current Certificate of Insurance (COI) showing coverage for all required insurance in hard copy prior to the initiation and execution of any contractual agreement according to the Insurance Information and Sample Certificate of Insurance Form (Attachment 8) in this RFP. The successful proposer will be required to provide proof that the insurance is current and will be kept in force at all times during the term of the contract and will be required to complete Attachment 9 "Compliance with Insurance Certification Form" which acknowledges their understanding of insurance requirements and submit with the proposal along with any current insurance verification.

14. **EXECUTIVE ORDER 101 Diversity and Inclusiveness Provisions in City Solicitations**

Executive Order 101 establishes strategies for the City and County of Denver to use diversity and inclusiveness to promote economic development in the City and to encourage more businesses to compete for contracts and procurements awarded by the City.

Using the attached form (Attachment 7) entitled "Diversity and Inclusiveness in City Solicitations Information Request Form" please state whether your agency has a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Information Request Form will provide an opportunity for City contractors/consultants to describe their own diversity and inclusiveness practices. Contractors/consultants are not expected to conduct intrusive examinations of its employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor/consultant's current practices, if any. Diversity and Inclusiveness information provided by City contractors/consultants in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from contractors/consultants will be in such reports. **All proposals that do not provide a completed Executive Order 101 Diversity and Inclusiveness In City Solicitations Information Request Form will be rejected.**

15. **CONFLICT OF INTEREST**

No official, officer, or employee of the City shall have any personal or beneficial interest whatsoever in connection with the services, agency, or business proposed within this RFP. The proposer agrees not to hire or contract for services with any official, officer, or employee of the City or any other person in any manner, which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter 1.2.9, and 1.2.12.
16. **PARENT COMPANY/ FISCAL AGENT**
   If a proposer is owned or controlled by a parent company, or utilizes a fiscal agent, the name, main office address and parent company’s/fiscal agent’s tax identification number shall be provided in the proposal.

17. **NON-DISCRIMINATION**
   Proposer shall comply with all City, State and Federal laws, rules, and regulations involving non-discrimination based on race, color, religion, national origin, gender, age, military status, sexual orientation, marital status or physical or mental disability.

18. **PROPOSAL DISPOSITION/PROPOSAL OPEN RECORD**
   All proposals and the materials attached thereto submitted in response to this RFP, except for any identified proprietary material, shall become the property of the City upon delivery to the City. The City reserves the right in its sole discretion to use without limitation any and all information, concepts and data contained therein. Any portions of the proposal that the proposer deems confidential shall be clearly marked as such. An entire proposal marked “confidential” or “proprietary information” will be declared non-responsive.

   If a request to inspect the proposal, or any portion thereof, is made by a third party, the City will endeavor to treat all materials requested to be kept confidential and nondisclosable to the extent provided by C.R.S. § 24-72-201, et. Seq., the Colorado Open Records Act. The proposer understands that the City may be subject to the provisions of such Act together with the Uniform Trade Secrets Act. The City will endeavor to inform the proposer of any third party request for disclosure of such information pursuant to the Colorado Open Records Act or as may be otherwise made to the City. If the proposer requests that such information be held confidential and not disclosed by the City, the proposer will assume the defense of such position, up to and including litigation, and will indemnify and save and hold harmless the City, its officers and employees, from any expense, fees, costs or liability associated with such third party request or such litigation.

19. **COMPLIANCE WITH FEDERAL, STATE, AND CITY LAWS**
   The proposer agrees to comply with all Federal, State and local laws and regulations applicable to the funding source authorizing any program or activity funded through this RFP (including, but not limited to Title VI of The Civil Rights Act of 1964, including the Limited English Proficiency Requirements) and with all laws, policies, procedures, ordinances, and regulations of the City and County of Denver.

20. **PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT**
   The successful proposer is prohibited from knowingly employing or contracting with illegal aliens to perform services pursuant to this proposal, and shall execute a certification to that effect at the time of entering into a contract with the City.

   The successful proposer will not enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien or that fails to certify to the successful proposer that it does not knowingly employ or contract with illegal aliens to perform work on this proposal.

   If the successful proposer executes a contract with the City and fails to abide by these prohibitions, the City may terminate the contract, and the successful proposer will be liable for actual and consequential damages to the City.
21. OUTCOME EVALUATION PLAN
In an effort to collect program data that is both meaningful and measureable, DDHS is requiring that all proposers complete an Outcome Evaluation Plan. These plans may be revised by both the provider and DDHS at a date before the execution of a contract.

This form is attached to this RFP as Attachment 5 and is also available in an electronic format. If you desire an electronic copy, please request the form be sent to you by email. Complete the form and include it with your proposal in hard copy.

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
Federal law implementing Executive Order 12549 requires that the prospective proposer certify that it and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal or state or local) transaction or contract under a public transaction; or are in violation of federal or state antitrust statutes or are indicted for or otherwise criminally or civilly charged with a commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. This form is attached to this RFP as Attachment 6 and is also available in an electronic format. If you desire an electronic copy, please request the form be sent to you by email. Complete the form and include it with your proposal in hard copy.

23. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
Proposer shall be required to comply with the Health Insurance Portability And Accountability Act Of 1996, Public Law 104-191 (“HIPAA”), The Health Information Technology For Economic And Clinical Health Act, Public Law 111-005 (“The HITECH Act”), and their implementing regulations at 45 CFR parts 160 and 164 (“The HIPAA Regulations”).

24. SELECTION OF CONTRACTOR(S): EVALUATION PROCESS

A. COMMITTEE
An evaluation committee will evaluate all proposals received prior to the proposal deadline for completeness and the proposer’s responsiveness to all specifications as outlined in the RFP.

Once the review is completed, recommendations for funding will be submitted to the Executive Director of DDHS for final determination of the successful proposers and dollar amount of the contracts.

B. DISQUALIFICATION
Failure by a proposer to provide all information requested in the RFP may result in disqualification of the proposal.

C. GENERAL EVALUATION CRITERIA
Information submitted by the proposer should be in the order as outlined in the RFP specifications. Proposals will be evaluated according to the following criteria: Services to be Provided, Record Keeping, Meeting Program Goals and Reporting, History and Ability to Administer Services and Fiscal Feasibility.

D. RECORD KEEPING
The proposer’s record keeping system must be available to program monitors and auditors and must be maintained in an orderly fashion to easily locate necessary
documents. The proposer’s record keeping system must be electronically compatible with Excel computer software program and must be maintained in order to easily locate necessary documents. Such records must be maintained for a period of six (6) years after receipt of the final payment under the contract.

E. REPORTING REQUIREMENTS
DDHS may require periodic reports on contract progress. These reports as required by the Scope of Work shall be submitted to the program area as identified in the successful proposer’s contract in Exhibit A.

F. SUBCONTRACTS
Any subcontracted services proposed by the proposer shall be described and information provided as to the nature of the services. The financial and legal relationship between the proposer and the subcontractor must be described in the proposal and approved by DDHS prior to initiation of a contract. Proposers and their subcontractors must comply with all confidentiality and HIPAA laws.

G. INTERVIEWS
The purpose of an interview is to gain a better understanding, by all parties, of the work to be performed. Proposers selected to be interviewed will be contacted and scheduled, in no particular order, to meet with the evaluation committee or a representative of DDHS at the City’s sole discretion. Interviews are held during regular working hours. During the interview, additional general and/or budget information may be requested. Any additional information will become part of the submitted proposal and, subsequently, part of the final contract. Based on (1) evaluation of the submitted proposals, (2) any information gathered during the interview process and (3) all additional submitted information, selected proposers will be invited to execute a formal contract with the City and County of Denver.

H. RECOMMENDATION
The objective of the evaluation committee will be to recommend to the Executive Director of DDHS the proposer whose proposal is most responsive to the specifications as stated in this RFP. The specifications within this RFP represent the minimum performance necessary for response by an interested proposer.

Upon the decision of the Executive Director, the contract will be prepared and submitted for signature through the City’s contract approval signature process. All proposals and associated documentation, including final executed contracts may be subject to disclosure as open records pursuant to C.R.S., Title 24, Article 72, of the Colorado Open Records Act.

25. TERMS OF PAYMENT
Funds are to be distributed to the successful proposer on a reimbursement basis only. Billings submitted for reimbursement must be accompanied by adequate documentation. All costs must be supported by properly executed payrolls, time sheets, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. The successful proposer will be required to submit monthly billings using designated DDHS forms. These forms are due by the 15th day of each month for the preceding month. Only those budget items approved in the final contract will be reimbursed. Each billing shall include, but not be limited to, documentation and/or reports as required to support appropriate program expenses.

Recipients of City funds must agree to comply with all applicable regulations governing contracts with the City and County of Denver and all applicable Federal regulations including but not limited to financial audits contained in
OMB Circular A-133, cost principles contained in OMB Circulars A-87 and 122 and other relevant OMB Circulars.

26. **TERM OF SERVICES**
   Services by the selected proposers are to commence on **May 1, 2015 and continue through December 31, 2015**. All contracts, contract amounts, and extensions are contingent upon funding availability and contractor performance.

27. **RFP CANCELLATION**
The City and County of Denver reserves the right, at its sole discretion, to cancel this RFP in whole or in part, if it is in the best interest of the City and County of Denver.

28. **CONTRACTING PROCEDURES**
The successful proposer will be required to execute a contract with the City. The City reserves the right to contemporaneously negotiate the final terms of the proposed contract with one or more of the highest rated responsive proposers. If the City is unable to reach an agreement as to final contract terms with any selected proposer, the City expressly reserves the right to terminate negotiations and enter into contract negotiations with one or more of the other finalists.

   All contracts will be executed in accordance with the City and County of Denver contract administration process. Services and payment may commence upon the complete execution of the signed contract between the successful proposer and the City.

29. **PROPOSAL FORMAT INFORMATION**
This RFP is designed to allow each proposer to highlight the services it intends to provide. To facilitate an effective evaluation process, proposers are instructed to utilize the following format in preparing a proposal.

   - Proposal should be prepared on 8½ x 11-inch paper.
   - Proposal narratives may not exceed ten (10) single spaced pages in length per area applied for.
   - All pages should be numbered in the following manner: page _____ of _____ pages. (example: page 1 of 10; page 2 of 10, and so on)
   - Page margins must be at least one inch on all sides.
   - Any type smaller than a 12-point font will not be accepted in proposal narratives.
   - All acronyms must be defined.
   - All proposals must be bound together by a binder clip. Do not use professional binding methods, staples, or paperclips. This RFP requires the submission of one (1) original, and six (6) copies (total seven) of the full proposal and attachments, plus one full electronic copy of the full proposal and all the attachments on a CD or flash drive. Please submit all electronic attachments in Word form.
   - Proposal Certification Form: complete, sign and place as cover page of your proposal. *(Attachment 1)*
   - Proposal Checklist: complete, sign, and attach to your proposal following Vendor Certification Form. *(Attachment 2)*
   - Compliance with Contract and Insurance Certification Form: complete, sign, and attach to your proposal following Proposal Checklist. *(Attachment 9)*

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PART II
CITY AND COUNTY OF DENVER
DEPARTMENT OF HUMAN SERVICES
CONTRACTING SERVICES
GENERAL SPECIFICATIONS
FOR

2015 Emergency Shelter Services for Women RFP

A. BACKGROUND

The City and County of Denver, Department of Human Services, implemented Denver’s Road Home, Denver’s “Ten Year Plan to End Homelessness” in 2005. The Ten Year Plan to End Homelessness has eight primary goals designed to end homelessness. Denver’s Road Home is committed to ensuring that the City’s homeless population has a safe place to sleep.

Of the 8 Goals of Denver’s Road Home, Goal 2 Shelter System focuses on making safe shelter beds and activities available for all populations both day and night until adequate permanent housing is in place. In addition, Goal 4 Services focuses on providing better access to supportive services that promote long-term stability and improved functioning for those in need and movement into permanent housing as soon as possible.

This RFP’s target population is women and designed and focused on Goals 2 and 4 which is to help homeless women access shelter in order to succeed in moving to more stable housing as an interim option to prevent further unemployment, domestic violence and homelessness.

B. REQUIREMENTS

Only the specific services outlined below in this RFP will be allowable as proposals for funding under this RFP. Although Denver’s Road Home has many other initiatives that are being developed and/or implemented, this RFP is only for the services as described below. All other approved costs for Denver’s Road Home attributable to specific objectives in Denver’s Ten Year Plan to End Homelessness are funded through other sources of funding. Proposers may submit proposals based only on the two goals previously referenced.

Proposers may submit individually or as a collaborative of two or more agencies. If the proposal is a collaborative effort, letters of intent to participate from each participating agency (or a jointly-signed letter) must be submitted with the proposal and the contract recipient agency must be clearly identified. The City may engage more than one proposer to provide the services requested. The City is interested in creating a comprehensive matrix of services to address multi-faceted needs of the homeless community.

If volunteers are utilized, the proposer will ensure that they are appropriately trained. All staff, including any volunteers, will provide services in a manner that is sensitive to the backgrounds and cultures of program participants.

The provider will be responsible for insuring confidentiality of all records associated with the performance of the contract which includes, but not limited to, names of individuals referred/served. Right to privacy laws can be found in Colorado Statute 26-1-114, 26-13-107(3) (a&b) and 18-55-102, 26-13-102.7. Federal Code, 42 USC 654 (26), 45 CFR 2015.50, 42 USC 653 (b) (2).
HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS):

The Contractor agrees to fully comply with the Rules and Regulations required by the U.S. Department of Housing and Urban Development (HUD) which govern the Homeless Management Information System (HMIS). HUD requires recipients and subrecipients of McKinney-Vento Act Funds to collect electronic data on their homeless clients through HMIS. The Contractor, in addition to the HUD requirements, shall conform to the HMIS policies established and adapted by the Metro Denver Homeless Initiative (MDHI) Continuum of Care. Please see Attachment 10 for full details.

C. SCOPE OF WORK

For this RFP, the selected provider will assist homeless women with the following services:

- Additional overflow operations within an emergency shelter (expansion of beds, expansion of hours to avoid gaps in services). Provide evening and overnight shelter for 50-150 women.
- Women’s shelter must be operated as a low barrier and high tolerance option.
- Stand-alone location.
- Coordination and/or operation of staging, intake, and transportation services to/from the shelter site and downtown day services.
- Overnight storage of guests’ personal property.
- Coordination of services for homeless victims of domestic violence entering the shelter.
- Coordination of care for aging and disabled guests.
- Emergency Shelter services for transgender-identified guests.
- Coordinated Entry and Assessment through VI-SPDAT.
- Emergency shelter services that include case management, support services and transition into more stable housing situations.
- Housing assistance, benefits acquisition and referral.
- Assist homeless women to move from the streets to shelter.

Proposals will be accepted that address one or all of the above stated goals.

It is the desire of Denver’s Road Home that the outcomes from the services provided may result in:

- Reducing the number of women who become homeless
- Reducing length of homelessness
- Reducing returns to homelessness
- Reducing overall homelessness
- Increasing jobs and income

These are all new common measures under HUD and HMIS.

Proposals may include an objective that moves to transitioning participants from Emergency shelter into more stable housing as they exit the program. This is based on the level of services they will receive.

D. PROPOSAL NARRATIVE

THE FOLLOWING INFORMATION SHOULD BE FULLY EXPLAINED IN YOUR PROPOSAL AND BE PRESENTED AS FOLLOWS:
1. **Agency Information**

- Provide a brief overview of your agency or organization including mission, history, years in operation, total staff size and staffing related to this program.

- Briefly describe your organizational experience and RFP-related services provided by your organization. Describe any experience you have in managing cooperative emergency services/basic needs programs with other non-profit homeless providers. Detail previous contracts with the City and County of Denver and/or other government agencies in the last five years and describe your organizations ability to effectively manage these contracts.

- Describe any active partnerships or collaborations in which you are involved and how they are enhanced by or supported by this project.

2. **Programs/services to be provided in the context of this RFP**

- Provide a detailed description of the services you propose to provide and include narrative that explains the proposed activities that meet the goals, objectives and scope of this RFP.

- Provide detailed information about goals, objectives, activities, timeline and staffing for proposed services.

- Describe what outcomes will be achieved through the provision of proposed services.

- Explain how you will evaluate the outcomes of your proposed services and how results will be measured. This can be captured in Attachment 5, Outcome Evaluation Plan.

3. **Proposer Qualifications and Experience**

- What experience does your organization have in using HMIS? Responses should include the number of employees trained in HMIS use and your agencies Data Quality results for each HMIS program. The source of the Data Quality results should be based on the latest report issued by the Colorado Coalition for the Homeless. Please see Attachment 10, Homeless Management Information System (HMIS) for reference.

- Describe program/agency rules, guidelines and expectations. How frequently are clients informed of these rules? Include any rules or policies related to serving transgender-identified guests. Explain your communication process.

- Specifically describe your agency’s client grievance process especially as it pertains to the proposed project. Include information about how and when clients are informed about it, the time frame in which a client’s grievance is heard and how decisions are rendered. Does your grievance process require clients to be dismissed from your facility/program before the grievance procedure is completed? Please explain how your organization ensures that clients filing a grievance are provided with due process? (DDHS requests a copy of your client grievance policy and procedures to be submitted with this RFP).

- If your agency or the proposed project is associated with or supported by the faith community or religious organization(s), please describe the relationship and how it benefits the individuals served. Are clients required to participate in religious programming?
4. **Program Evaluation**

- Describe how your organization will monitor and evaluate the quality of the services. Specify process and outcome measures to measure program effectiveness.

5. **Service Rates/Budget**

Provide a fee schedule describing the rate structure for the services, including the following:

- Complete a proposal budget, using the forms attached to this RFP, using the budget spreadsheet template form. The line item narrative should be complete. Highlight any one-time capital costs included in the budget.
- The rationale and methodology used to establish the budget must be clearly explained, showing any calculations in the budget.
- Please specifically describe any additional resources that will be leveraged to sustain and support the proposed service/program.

E. **RFP EVALUATION**

The RFP evaluation criteria described below will be evaluated by DDHS. Proposals will be utilized to establish the experience and qualifications of the proposer as well as to rank the proposals according to the criteria set out herein. The evaluation committee will evaluate the proposals based upon how well the proposer’s responses meet or exceed the expectations/deliverables of the RFP.

Proposals will be evaluated as follows:

- **Services to be Provided (40 points)**
  - The extent to which the proposal addresses the issues and service needs, in accordance with the terms and conditions stated in this RFP.
  - The proposer’s activities and timelines are detailed and realistic to accomplish goals; outcomes, measures and methodology are clearly defined.
  - The impact the proposer expects to have on the need(s) addressed by the project is clearly articulated.
  - Community collaborations and linkages are well defined and strengthen the proposed program; ability of proposers to demonstrate collaborative efforts. Proposed staff possesses appropriate expertise to accomplish delineated work activities.
  - Where appropriate, transportation services are well defined and strengthen the proposed program.

- **Record Keeping, Meeting Program Goals and Reporting (25 points)**
  - Proposer specifies procedures that ensure the confidentiality of client files and process that define their ability to track program participants.
  - The methodology and ability to track data and provide periodic reports on program process is clear and concise.
  - Proposer clearly defines Process and Outcome measures in the Outcome Evaluation Plan.
  - Proposer demonstrates how they can meet the goals of the program and
the goals proposed in their proposal.

- **History and Ability to Administer Services (20 points)**
  - Demonstrates a strong background in administering homeless programs, including the ability to administer the proposed services effectively, including service delivery process, experience in delivering similar programs, structure and staffing.
  - Demonstrates a strong organizational history and infrastructure commensurate with the scope of services proposed.
  - The proposer articulates how they engage the community in their work.

- **Fiscal Feasibility (15 points)**
  - Proposed budget and narrative are cost effective, competitive, appropriate and clearly defined.
  - Proposer shows experience in successfully managing fiscal requirements of government contracts.
  - Proposer presents leveraged resources that significantly assist program sustainability.

**Total Points = 100**

**F. PROPOSAL AND ATTACHMENTS**

The RFP packet is designed to provide sufficient information for proposers to prepare and submit a complete and responsive packet with the "Proposer Certification Form" and attachments. All responses should provide a straightforward, concise description of qualifications. Your completed proposal narrative is limited to ten (10) one sided pages, plus the following attachments:

A. Completed “Proposer Certification Form” (Attachment 1)
B. Completed “Proposal Checklist Form” (Attachment 2)
C. Proposal Narrative (Proposed Scope of Work) not to exceed ten (10) pages (Attachment 3)
D. Proposal budget with narrative (Attachment 4)
E. Outcome Evaluation Plan (Attachment 5)
F. IRS 501(C)(3), Certificate of Good Standing with Colorado Secretary of State, or State Corporation papers
G. Current Agency Annual Budget
H. Most recent Independent Audit, Financial Review or IRS Tax Forms
I. List of Board of Directors with occupations and affiliations of primary agency.
J. Organizational chart with staff names for primary agency and/or collaborative entities.
K. Key staff job descriptions or resumes for primary agency and/or collaborative entities.
L. Non-discrimination statement and policy for primary agency and/or collaborative entities.
M. Completed “Certification Regarding Debarment, Suspension and Other Responsibility Matters” (Attachment 6)
N. Completed “Diversity and Inclusiveness in City Solicitations Information Request Form” (Attachment 7)
O. Certificate of insurance (as defined in Attachment 8 sample)
P. Completed “Compliance with Insurance Certification Form” (Attachment 9)
Q. Most Recent IRS Form 990
R. Copy of Client Grievance Policy and Procedures  
S. Copy of policies pertaining to Client Rules, Guidelines and Expectations

G. One (1) original, and six (6) copies (total seven) of the full proposal and attachments, plus one full electronic copy of the full proposal and all the attachments on a CD or flash drive. Please submit all electronic attachments in Word form.

H. Solicitation Schedule

2015 Emergency Shelter Services for Women RFP

REQUEST FOR PROPOSALS TIMELINE

<table>
<thead>
<tr>
<th>Date</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 16, 2015</td>
<td>RFP Announced</td>
</tr>
<tr>
<td>March 20, 2015</td>
<td>Deadline to Submit Questions</td>
</tr>
<tr>
<td>March 24, 2015</td>
<td>DDHS Deadline to Respond to Questions</td>
</tr>
<tr>
<td>April 8, 2015</td>
<td>Proposals Due by 3:30 P.M.</td>
</tr>
<tr>
<td>April 15, 2015</td>
<td>Awards Announced</td>
</tr>
<tr>
<td>May 1, 2015</td>
<td>Contracts Commence</td>
</tr>
</tbody>
</table>
RFP ATTACHMENTS

1. Proposal Certification Form
2. Proposal Checklist
3. Proposal Narrative
4. Budget with Narrative
5. Outcome Evaluation Plan
6. Certification Regarding Debarment, Suspension and Other Responsibility Matters
7. Diversity and Inclusiveness in City Solicitations Information Request Form
8. Description of Required Insurance and Sample Certificate of Insurance Form
9. Compliance with Contract and Insurance Certification Form
10. HMIS Information
11. HIPAA Information
12. Sample Agreement
Denver Human Services

2015 Emergency Shelter Services for Women

Proposal Certification Form

(Please Print or Type)

Agency/Name: ____________________________________________________________

Type (LLC/Sole Prop/etc.): ________________________________________________

Address: __________________________________________________________________

City: _________________________State: _________________Zip: __________

Telephone Number: _______________Fax Number: __________________________

Website: ______________________ Email Address: ____________________________

Contact Person for this Application: __________________________________________

Title: ___________________________ Phone: ________________________________

Email Address: __________________________

Executive Director, CEO, or Owner: ___________________________________________

Title: ___________________________ Phone: ________________________________

Email Address: __________________________

Federal Identification Number or Social Security Number: ______________________

**Total Proposal Request**  $__________________________
Attachment 2

2015 Emergency Shelter Services for Women
DENVER DEPARTMENT OF HUMAN SERVICES
Proposal Checklist

Your Proposal will not be considered complete unless all of the documents are included. Please make certain that you include all of the following:

_____ Completed Proposal Certification Form (Attachment 1)
_____ Completed Proposal Checklist (Attachment 2)
_____ Proposal Narrative (proposed Scope of Work) not to exceed ten (10) pages (Attachment 3)
_____ Completed Budget with Narrative (Attachment 4)
_____ Completed Outcome Evaluation Plan (Attachment 5)
_____ Copy of IRS 501(c) (3), Certification of Good Standing with Colorado Secretary, or State Corp Papers
_____ Current Agency Annual Budget
_____ Most recent Independent Audit, Financial Review or IRS Tax Forms
_____ List of Board of Directors with occupations and affiliations
_____ Organizational chart with staff names
_____ Key Staff Job Descriptions or Resumes
_____ Non-discrimination Statement and Policy
_____ Client Grievance Policy and Procedures
_____ Completed Certification Regarding Debarment, Suspension (Attachment 6)
_____ Completed Diversity and Inclusiveness in City Solicitations Information Request Form (Attachment 7)
_____ Certificate of Insurance Completed as in Sample (Attachment 8)
_____ Compliance with Contract and Insurance Certification Form (Attachment 9)
_____ Most Recent IRS Form 990
_____ Copy of policies pertaining to Client Rules, Guidelines, and Expectations
_____ 1 Original of your proposal, Six (6) Copies and 1 flash drive or CD

Please place an X next to the items above to indicate that it is included in your submission. This sheet must accompany your proposal. You are advised to review your materials to ensure it is comprehensive before you submit it.
I have reviewed this Proposal and have included all the required information:

_________________________________
Print Name of Person completing Proposal

_________________________________
Signature of Person completing Proposal
Title
Date

_________________________________
Print Name of Agency or Corporation Executive

_________________________________
Signature of Executive
Title
Date
This RFP is designed to provide sufficient information for providers to prepare and submit a Request for Proposal. All responses should provide a straightforward, concise description of qualifications, and include any details of interest in the specifics you will be providing services for. The following information should be fully explained in your proposal and be presented as follows:

1. **Agency Information**
   - Provide a brief overview of your agency or organization including mission, history, years in operation, total staff size and staffing related to this program.
   - Briefly describe your organizational experience and RFP-related services provided by your organization. Describe any experience you have in managing cooperative emergency services/basic needs programs with other non-profit homeless providers. Detail previous contracts with the City and County of Denver and/or other government agencies in the last five years and describe your organization’s ability to effectively manage these contracts.
   - Describe any active partnerships or collaborations in which you are involved and how they are enhanced by or supported by this project.

2. **Programs/services to be provided in the context of this RFP**
   - Provide a detailed description of the services you propose to provide and include narrative that explains the proposed activities that meet the goals, objectives and scope of this RFP.
   - Provide detailed information about goals, objectives, activities, timeline and staffing for proposed services.
   - Describe what outcomes will be achieved through the provision of proposed services.
   - Explain how you will evaluate the outcomes of your proposed services and how results will be measured. This can be captured in Attachment 5, Outcome Evaluation Plan.

3. **Proposer Qualifications and Experience**
   - What experience does your organization have in using HMIS? Responses should include the number of employees trained in HMIS use and your agencies Data Quality results for each HMIS program. The source of the Data Quality results should be based on the latest report issued by the Colorado Coalition for the Homeless. Please see Attachment 10, Homeless Management Information System (HMIS) for reference.
   - Describe program/agency rules, guidelines and expectations. How frequently are clients informed of these rules? Include any rules or policies related to serving transgender-identified guests. Explain your communication process.
• Specifically describe your agency’s client grievance process especially as it pertains to the proposed project. Include information about how and when clients are informed about it, the time frame in which a client’s grievance is heard and how decisions are rendered. Does your grievance process require clients to be dismissed from your facility/program before the grievance procedure is completed? Please explain how your organization ensures that clients filing a grievance are provided with due process? (DDHS requests a copy of your client grievance policy and procedures to be submitted with this RFP).

• If your agency or the proposed project is associated with or supported by the faith community or religious organization(s), please describe the relationship and how it benefits the individuals served. Are clients required to participate in religious programming?

4. Program Evaluation

• Describe how your organization will monitor and evaluate the quality of the services. Specify process and outcome measures to measure program effectiveness.

5. Service Rates/Budget

Provide a fee schedule describing the rate structure for the services, including the following:

• Complete a proposal budget, using the forms attached to this RFP, using the budget spreadsheet template form. The line item narrative should be complete. Highlight any one-time capital costs included in the budget.

• The rationale and methodology used to establish the budget must be clearly explained, showing any calculations in the budget.

• Please specifically describe any additional resources that will be leveraged to sustain and support the proposed service/program.
### Attachment 4 Cost Reimbursement

**BUDGET (Cost Reimbursement)**

Accredited by Child Welfare League of America Since 1949

Partnering with our community to protect those in harm’s way and help all people in need.

<table>
<thead>
<tr>
<th>Contractor Name:</th>
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<tbody>
<tr>
<td>Contract Term:</td>
<td></td>
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</table>

**Program Name:** 2015 Emergency Shelter Services for Women

<table>
<thead>
<tr>
<th>ITEM</th>
<th>BUDGET</th>
<th>BUDGET NARRATIVE JUSTIFICATION</th>
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<tbody>
<tr>
<td>INDIRECT COSTS</td>
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<td>Staffing/Administration</td>
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<td>Sub-Total (Staffing)</td>
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<td>Sub-Total (Other Admin Costs)</td>
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<td>FACILITIES</td>
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<td>Operating and Overhead Costs</td>
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<tr>
<td>Sub-Total (Facilities)</td>
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Contracting Services - Business Management Division
1200 Federal Boulevard, Fourth Floor
Denver, Colorado 80204-3221
<table>
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<tr>
<th>SUM OF INDIRECT COSTS:</th>
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DIRECT COSTS

**Staffing**

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**Sub-Total (Staffing)**

**Client Services**

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**Sub-Total (Client Services)**

**SUM OF DIRECT COSTS:**

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**TOTAL BUDGET:**

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The Narrative must outline and clearly describe all items associated with each line item, the rationale and methodology used to establish the fees, cost allocations, and calculations associated with the funded program. The Budget Narrative should be outlined to the line items and is to be attached to the Budget Form page.
## Attachment 4 Fee for Service

### BUDGET (Fee for Service)

**Contracting Services - Business Management Division**  
1200 Federal Boulevard, Fourth Floor  
Denver, Colorado 80204-3221

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<tr>
<th>Program Name: 2015 Emergency Shelter Services for Women</th>
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<tr>
<th>Unit of Service</th>
<th>Unit Price</th>
<th>Number of Units</th>
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| TOTAL BUDGET    | $0.00     |                 | $0.00  |

A Budget Narrative must accompany this Budget Form. The Budget Narrative must outline and clearly describe all items associated with each item listed in the Budget with the rationale and methodology used to establish the fees, cost allocations, and calculations associated with the program. The Budget and Budget Narrative should be outlined identically on a line-by-line basis.
Attachment 5

Outcome Evaluation Plan Template: Denver Road Home
(revised 10-27-14)

Program:

<table>
<thead>
<tr>
<th>Goals</th>
<th>Objectives</th>
<th>Measurement</th>
<th>Time frame for Data Collection</th>
<th>Outcomes</th>
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<tr>
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Definitions

**Goals**: A description of the issue the program is trying to address and the broad result the program is aiming to achieve. It will include the target population (E.g. Reduce binge drinking among Latino youth, ages 13-18 years old)

**Objectives**: A description of the specific aims the program is trying to achieve. Objectives need to be S.M.A.R.T. (**Specific, Measurable, Attainable, Realistic, Timebound**) (e.g. Reduce binge drinking by 5% among Latino youth, ages 13-18 years old by December, 2017.)

**Measurement**: How the objectives are to be measured to show that has been met. (surveys, assessments, tracking number of visits, appointments, etc...)

**Time frame for Data Collection**: The time frame that data needs to be collected. (e.g. pre and post test at a training; ongoing; before a program starts, at the end of the program and six months later).

**Outcomes**: Program results that occur after the program, such as changes in behaviors, skills, access, and environmental conditions.
Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Primary Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminated this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

CERTIFICATION

(1) The prospective primary participant certifies to the best of knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federally, State or local) with a commission of any of the offenses enumerated in paragraph (1) (b) or this certification; and

(d) Have not within a three-year period preceding this application proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
(2) Where the Prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

__________________________________________
Signature Principal Officer

__________________________________________
Name of Agency

__________________________________________
Address

__________________________________________
Title

__________________________________________
Date

__________________________________________
City, State, Zip Code
Diversity and Inclusiveness* in City Solicitations Information Request Form

Type in your response, print out, sign and date; or print out and complete manually. Please print legibly.

Denver Executive Order No. 101 establishes strategies between the City and private industry to use diversity and inclusiveness promote economic development in the City and County of Denver and to encourage more businesses to compete for City contracts and procurements. The Executive Order requires, among other things, the collection of certain information regarding the practices of the City’s contractors and consultants toward diversity and inclusiveness and encourages/requires City agencies to include diversity and inclusiveness policies in selection criteria where legally permitted in solicitations for City services or goods.

Answer each item below. Missing or incomplete responses will be recorded as “no” or “none”. A proposal or response to a solicitation by a contractor/consultant that does not include this completed form shall be deemed non-responsive and rejected.

Project Name: ____________________________________________

BID / RFP No.: ____________________________________________

Name of Contractor/Consultant: ________________________________

Address:

___________________________________________________________

___________________________________________________________

Email: _____________________________________________________

Business Phone No: ________________________________

Business Facsimile No.: ________________________________
Attachment 7 Continued

1. Do you have a diversity and inclusiveness program?  
   □ Yes □ No
   
   If yes, does it address:
   
   Employment and retention?  
   □ Yes □ No
   
   Procurement and supply chain activities?  
   □ Yes □ No
   
   Customer service?  
   □ Yes □ No

1a. If yes, provide a detailed narrative of your company's diversity and inclusiveness principles and programs. (This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service.)

1b. If yes, please attach a copy of any written materials on your diversity and inclusiveness program.
   □ Attached □ Not Attached

1c. If yes, how does your company regularly communicate its diversity and inclusiveness policies to employees?
   □ Employee Training
   □ Pamphlets
   □ Public EEO postings
   □ Other __________________________________________
   □ Not Applicable

1d. If you responded that you do not have a diversity and inclusiveness program, describe any plans your company may have to adopt such a program.
Attachment 7 Continued

2. How often do you provide training in diversity and inclusiveness principles?

☐ Monthly  ☐ Annually
☐ Quarterly  ☐ Not Applicable  ☐ Other __________________________

2a. What percentage of the total number of employees generally participate?

☐ 0 – 25%  ☐ 50 – 75%
☐ 26 – 50%  ☐ 76 – 100 %  ☐ Not Applicable

3. State how you achieve diversity and inclusiveness in supply and procurement activities. (This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness.)

4. Do you have a diversity and inclusiveness committee?  ☐ Yes  ☐ No

4a. If so, how often does it meet?

☐ Monthly  ☐ Annually  ☐ No Committee
☐ Quarterly  ☐ Other ____________________________

4b. If you responded that you do not have a diversity and inclusiveness committee, describe any plans your company may have to establish such a committee.

5. Do you have a budget for diversity and inclusiveness efforts?  ☐ Yes  ☐ No

6. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?  ☐ Yes  ☐ No

I attest that the information represented herein is true, correct and complete, to the best of my knowledge.

_____________________  _____________________
Signature of Person Completing Form  Date

_____________________  _____________________
Printed Name of Person Completing Form  Title
**NOTE:** Attach additional sheets or documentation as necessary for a complete response.

"Diversity and inclusiveness program" means a program that invites values, perspectives and contributions of people from diverse backgrounds, and integrates diversity into its hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute, and succeed within the organization’s workplace. "Diversity" encompasses a wide variety of human differences, including differences such as race, age, gender, gender identity, sexual orientation, ethnicity, physical disabilities, appearance, historically underutilized and disadvantaged persons, as well as social identities such as religion, marital status, socio-economic status, lifestyle, education, parental status, geographic background, language ability, and veteran status."
**Attachment 8**

Following are the insurance requirements that may need to be provided per the contract requirements. Please provide a copy of this information to your insurance agent or broker to insure you have complete and appropriate coverage. The agent should send only the Certificate of Insurance (COI)/ACORD form (see attached sample) with the evidence of the following items.

<table>
<thead>
<tr>
<th>Insurance Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial General Liability</strong> - $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.</td>
</tr>
<tr>
<td><strong>Professional Liability</strong> – For proposers providing legal, medical or mental health services directly, Professional Liability insurance will also be required. If this service will be subcontracted out, this coverage must be carried by the subcontractor.</td>
</tr>
<tr>
<td>– Contractor shall maintain limits of $1,000,000 for each claim and $2,000,000 aggregate limit for all claims.</td>
</tr>
<tr>
<td><strong>Business Automobile Liability</strong> – 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. Proposers who utilize personal autos for business use may request substitution of Business Automobile Liability with an adequate justification for the substitution and with provided proof of Personal Automobile Liability with limits of $100,000 bodily injury per person; $300,000 bodily injury per accident; $50,000 property damage for all vehicles used in performing services under this Agreement. The personal automobile liability policy will include a business use endorsement.</td>
</tr>
<tr>
<td><strong>Workers’ Compensation/Employer’s Liability Insurance</strong> - $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 claim. If proposer is exempt from the legal requirement to have Workers’ Compensation Insurance, and has in fact properly rejected Workers Compensation Insurance with the Colorado Department of Labor and Employment (CDLE) as of the date of submission of its proposal to this RFP, then proposer will provide with its proposal proof of approval of rejection by CDLE.</td>
</tr>
</tbody>
</table>

In addition to the types of insurance, the Certificate must show:

1. The City and County of Denver Department of Human Services listed as the Certificate Holder in the box at the lower left corner.

2. In the description/endorsement box, the following is to be the only wording included: “The City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured” with regards to XXXXX (insert the appropriate policies only such as “commercial general liability policy and the business auto liability policy”).

To remain compliant to the terms & conditions of the contract agreement, please have your agent or broker provide proof that the insurance for this agreement (COI/ACORD) is updated and that there is no lapse in coverage of required insurance.
**The “description” box must only contain the wording: “The City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured” with regards to the appropriate policies only. QUALIFYING LANGUAGE SUCH AS “SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY” CAN NOT BE INCLUDED.**
COMPLIANCE WITH CONTRACT AND
INSURANCE CERTIFICATION FORM
CITY AND COUNTY OF DENVER
DEPARTMENT OF HUMAN SERVICES
2015 Emergency Shelter Services for Women

I, on behalf of the proposer identified below, hereby certify that I have submitted and provided a Certificate of Insurance with this proposal that shows evidence of the insurance required as described in the Description of Required Insurance within this RFP and as stated in the Sample Certificate of Insurance (Attachment #8) and the Sample Contract (Attachment #12).

_________________________Initials __________Date

I further hereby certify that I have read a copy of the sample contract attached to the RFP and understand the terms and provisions contained in that contract and it is the proposer’s intent to comply with each and every term and provision contained in the sample contract and propose no modifications to the sample contract except as follows (There will be NO modifications to insurance provisions except in regards to regarding the waiver of Workers’ Comp for sole proprietors and personal auto in place of business auto for those who use personal autos for business use):

1) 

2) 

3) 

I understand that the modification stated above, if any, are offered for discussion purposes only and that the City and County of Denver reserves the right to accept, reject, or further negotiate any and all proposed modification to the sample contract.

_________________________Initials __________Date

Proposer Name: __________________________

Program Name (if applicable): __________________________

Authorized Signature: __________________________

_________________________Signature __________Date

Name (please print): __________________________ Title: __________________________
Attachment 10

Requirements related to this RFP:

I. Other Requirements

Homeless Management Information System (HMIS):

A. Homeless Management Information System:
   The Contractor agrees to fully comply with the Rules and Regulations required by the U.S. Dept of Housing and Urban Development (HUD) which govern the Homeless Management Information System (HMIS). HUD requires recipients and sub recipients of McKinney-Vento Act funds to collect electronic data on their homeless clients through HMIS. Programs that receive funding through McKinney-Vento that produce an Annual Progress Report (APR) must also collect program level data elements. These programs include: SHP (a.k.a. S+C), Section 8 Mod Rehab, Emergency Solutions Grant (ESG), and Housing Opportunities for Persons With AIDS (HOPWA). This is a requirement for recipients of City homeless funding.

The contractor, in addition to the HUD requirements, shall conform to the HMIS policies established and adopted by the Metro Denver Homeless Initiative (MDHI) Continuum of Care (CoC) and the Balance of State Continuum of Care.

*Colorado Coalition for the Homeless* (CCH) is the implementing organization for the Homeless Management Information System (HMIS), under the direction of the MDHI CoC.

Technical assistance and training resources for HMIS are available to the Contractor via the Colorado HMIS Helpdesk based on requests by the Contractor to DHS and by periodic assessments of participation, compliance and accuracy of data collection.

B. Security
   The importance of the integrity and security of HMIS cannot be overstated. **All** workstations, desktops, laptops, and servers connected to the Contractor’s network or computers accessing the HMIS through a Virtual Private Network (VPN) must comply with the baseline security requirements. The Contractor’s HMIS computers and networks must meet the following standards:

   - Secure location
   - Workstation username and password
   - Virus protection with auto update
   - Locking password protected screen saver
   - Individual or network firewall
• PKI-certificate installed or static IP address

C. HUD Continuum of Care Data Standards:
Revised HMIS Data Standards will go into effect October 1, 2014 and Contractor is required to collect data based on these new standards. For the MDHI Continuum of Care/Balance of State Continuum of Care, the City of Denver and its Contractor’s will collect Universal and CoC program specific elements. The Contractor is required to attend the HMIS training on the data collection requirements for these revised standards.

D. MDHI HMIS User Group Meetings:
The Contractor should attend at least three HMIS user group meetings during the contract year. User group offers valuable and informative information on HMIS and is a forum to ask questions and address issues related to HMIS. Typically, MDHI’s HMIS user group meets at Mile High United Way on Thursdays and the Balance of State user group meets via webinar every other month the Colorado HMIS team sends out meeting reminders. The meeting schedule for 2014-2015 is:

MDHI:

<table>
<thead>
<tr>
<th>2014 Dates</th>
<th>2015 Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 17, 2014</td>
<td>January 15, 2015</td>
</tr>
<tr>
<td>September 18, 2014</td>
<td>March 19, 2015</td>
</tr>
<tr>
<td>November 20, 2014</td>
<td>May 21, 2015</td>
</tr>
</tbody>
</table>

E. Data Quality Standards:
• The Contractor must maintain an overall program Data Quality completeness score of 95% or higher.
• The Contractor must enter HMIS data (program enrollments and services) into the system within five (5) business days of the actual enrollment or service provided date.
• Colorado Coalition for the Homeless (CCH) reserves the right to request Data Quality reports from Colorado HMIS for Contractor’s programs on a monthly basis.
• CCH reserves the right to participate in on-site HMIS audits.
• CCH reserves the right to request Data Timeliness tests from Colorado HMIS at any time on Contractor’s programs in HMIS.
• CCH reserves the right to detailed APRs (displaying client-level data) and summary APRs (displaying aggregate-level data) from Colorado HMIS at any time during the project’s operating year. APRs are used to review and monitor the
Contractor’s program data quality and progress toward achieving annual project goals and outcomes for HUD and MDHI requirements. The Contractor’s APR data will be consolidated with other Contractor’s and CCH data to fulfill HUD annual reporting requirements.

- **CCH reserves the right to access the Contractor’s HMIS Web portal to review real-time client data to ensure the Contractor adheres to the data quality standards required by the MDHI Continuum of Care.**

F. **Staff Changes:**

If the Contractor has changes in staff that may affect the program outcomes or the processing of invoices, the changes must be reported to DHS within 30 days of the change.
Attachment 11 HIPAA:

Business Associate Terms – HIPAA/HITECH

1. GENERAL PROVISIONS AND RECITALS

1.01 The parties agree that the terms used, but not otherwise defined below, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they exist or may hereafter be amended.

1.02 The parties agree that a business associate relationship (as described in 45 CFR §160.103) under HIPAA, the HITECH Act, and the HIPAA regulations arises between the CONTRACTOR and CITY to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of CITY.

1.03 CITY wishes to disclose to CONTRACTOR certain information, some of which may constitute Protected Health Information ("PHI") as defined below, to be used or disclosed in the course of providing services and activities.

1.04 The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they exist or may hereafter be amended.

1.05 The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that impose more stringent requirements with respect to privacy of PHI.

1.06 The parties understand that the HIPAA Privacy and Security rules apply to the CONTRACTOR in the same manner as they apply to a covered entity. CONTRACTOR agrees to comply at all times with the terms of this Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they exist or may hereafter be amended, with respect to PHI.

2. DEFINITIONS.

2.01 "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of
security measures to protect electronic PHI and to manage the conduct of CONTRACTOR’s workforce in relation to the protection of that information.

2.02 "Agreement" means the attached Agreement and its exhibits to which this these terms additional are incorporated by reference.

2.03 "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

2.03.1 Breach excludes:

   a. any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or CITY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

   b. any inadvertent disclosure by a person who is authorized to access PHI to another person authorized to access PHI, or organized health care arrangement in which CITY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner disallowed under the HIPAA Privacy Rule.

   c. a disclosure of PHI where CONTRACTOR or CITY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

2.03.2 Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

   a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
b. The unauthorized person who used the PHI or to whom the disclosure was made;

c. Whether the PHI was actually acquired or viewed; and

d. The extent to which the risk to the PHI has been mitigated.

2.04 "CONTRACTOR" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.05 "CITY" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.06 "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.07 "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.08 "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §160.103.

2.09 "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.10 "Immediately" where used here shall mean within 24 hours of discovery.

2.11 "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

2.12 "Parties" shall mean “CONTRACTOR” and “CITY”, collectively.

2.13 "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

2.14 "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

2.15 "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

2.16 "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.

2.17 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

2.18 "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system
operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.


2.20 "Subcontractor" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

2.21 "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

2.22 "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services ("HHS") in the guidance issued on the HHS Web site.

2.23 "Use" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

3. **OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.**

3.01 CONTRACTOR agrees not to use or further disclose PHI that CITY discloses to CONTRACTOR except as permitted or required by this Agreement or by law.

3.02 CONTRACTOR agrees to use appropriate safeguards, as provided for in this Agreement, to prevent use or disclosure of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY, except as provided for by this Contract.

3.03 CONTRACTOR agrees to comply with the HIPAA Security Rule, at Subpart C of 45 CFR Part 164, with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY.

3.04 CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement that becomes known to CONTRACTOR.

3.05 CONTRACTOR agrees to immediately report to CITY any Use or Disclosure of PHI not provided for by this Agreement that CONTRACTOR becomes aware of. CONTRACTOR must report Breaches of Unsecured PHI in accordance with 45 CFR §164.410.

3.06 CONTRACTOR agrees to ensure that any subcontractors that create, receive, maintain, or transmit, PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information.
3.07 To comply with the requirements of 45 CFR §164.524, CONTRACTOR agrees to provide access to CITY, or to an individual as directed by CITY, to PHI in a Designated Record Set within fifteen (15) calendar days of receipt of a written request by CITY.

3.08 CONTRACTOR agrees to make amendment(s) to PHI in a Designated Record Set that CITY directs or agrees to, pursuant to 45 CFR §164.526, at the request of CITY or an Individual, within thirty (30) calendar days of receipt of the request by CITY. CONTRACTOR agrees to notify CITY in writing no later than ten (10) calendar days after the amendment is completed.

3.09 CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of CITY, available to CITY and the Secretary in a time and manner as determined by CITY, or as designated by the Secretary, for purposes of the Secretary determining CITY'S compliance with the HIPAA Privacy Rule.

3.10 CONTRACTOR agrees to document any Disclosures of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY, and to make information related to such Disclosures available as would be required for CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

3.11 CONTRACTOR agrees to provide CITY, or an Individual as directed by CITY, and in a timely and manner to be determined by CITY, that information collected in accordance with the Agreement, in order to permit CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

3.12 CONTRACTOR agrees that, to the extent CONTRACTOR carries out CITY's obligation(s) under the HIPAA Privacy and/or Security rules, CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to CITY in the performance of such obligation(s).

3.13 CONTRACTOR shall work with CITY upon notification by CONTRACTOR to CITY of a Breach to properly determine if any Breach exclusions exist as defined below.

4. **SECURITY RULE.**

4.01 CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §164.308, §164.310, §164.312, and §164.316 with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY. CONTRACTOR shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to
the security of electronic PHI.

4.02 CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained here.

4.03 CONTRACTOR shall immediately report to CITY any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI as below and as required by 45 CFR §164.410.

5. **BREACH DISCOVERY AND NOTIFICATION.**

5.01 Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify CITY of such Breach, however, both parties may agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR §164.412.

5.01.1 A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

5.01.2 CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

5.02 CONTRACTOR shall provide the notification of the Breach immediately to the CITY DHS Executive Director or other designee.

5.02.1 CONTRACTOR'S initial notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

5.03 CONTRACTOR'S notification shall include, to the extent possible:

5.03.1 The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

5.03.2 Any other information that CITY is required to include in the notification to each Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify CITY, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §164.410 (b) has elapsed, including:

    a. A brief description of what happened, including the date of the
Breach and the date of the discovery of the Breach, if known;

b. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

c. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

d. A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

e. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

5.04 CITY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR §164.404, if at the sole discretion of the CITY, it is reasonable to do so under the circumstances.

5.05 In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all required notifications to CITY, and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

5.06 CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR §164.402 to demonstrate that a Breach did not occur.

5.07 CONTRACTOR shall provide to CITY all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit CITY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to CITY.

5.08 CONTRACTOR shall continue to provide all additional pertinent information about the Breach to CITY as it becomes available, in reporting increments of five (5) business days after the prior report to CITY. CONTRACTOR shall also respond in good faith to all reasonable requests for further information, or follow-up information, after report to
CITY, when such request is made by CITY.

5.09 In addition to the provisions in the body of the Agreement, CONTRACTOR shall also bear all expense or other costs associated with the Breach and shall reimburse CITY for all expenses CITY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs or expenses associated with addressing the Breach.

6. **PERMITTED USES AND DISCLOSURES BY CONTRACTOR.**

6.01 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, CITY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by CITY.

6.02 CONTRACTOR may use PHI that CITY discloses to CONTRACTOR, if necessary, for the proper management and administration of the Agreement.

6.03 CONTRACTOR may disclose PHI that CITY discloses to CONTRACTOR to carry out the legal responsibilities of CONTRACTOR, if:

6.03.1 The Disclosure is required by law; or
6.03.2 CONTRACTOR obtains reasonable assurances from the person or entity to whom/which the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity and the person or entity immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

6.04 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

6.05 CONTRACTOR may use and disclose PHI that CITY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of CITY.

7. **OBLIGATIONS OF CITY.**

7.01 CITY shall notify CONTRACTOR of any limitation(s) in CITY'S notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect
7.02 CITY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR’S Use or Disclosure of PHI.

7.03 CITY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that CITY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect CONTRACTOR’S use or disclosure of PHI.

7.04 CITY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by CITY.

8. BUSINESS ASSOCIATE TERMINATION.

8.01 Upon CITY’S knowledge of a material breach or violation by CONTRACTOR of the requirements of this Contract, CITY shall:

8.01.1 Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or

8.01.2 Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.

8.02 Upon termination of the Agreement, CONTRACTOR shall either destroy or return to CITY all PHI CONTRACTOR received from CITY and any and all PHI that CONTRACTOR created, maintained, or received on behalf of CITY in conformity with the HIPAA Privacy Rule.

8.02.1 This provision shall apply to all PHI that is in the possession of subcontractors or agents of CONTRACTOR.

8.02.2 CONTRACTOR shall retain no copies of the PHI.

8.02.3 In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to CITY notification of the conditions that make return or destruction infeasible. Upon determination by CITY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Agreement to the PHI and limit further Uses and Disclosures of the
PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains the PHI.

8.03 The obligations of this Agreement shall survive the termination of the Agreement.
 AGREEMENT

THIS AGREEMENT is made between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the “City”) and __________________, a [type of business] whose address is ___________________________ ("Contractor"), collectively “the parties”.

The parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of the Department of Human Services (“Agency”) or, the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:
   a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work, to the City’s satisfaction.
   b. The Contractor is ready, willing, and able to provide the services required by this Agreement.
   c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The Agreement will commence on ___ and will expire on ___ (the “Term”).

4. COMPENSATION AND PAYMENT:
   a. Fee/Budget: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of ____________ Dollars ($__________) for fees. Amounts billed may not exceed the budget/rates set forth in Exhibit A.
b. **Reimbursable Expenses**: There are no reimbursable expenses allowed under the Agreement. All of the Contractor’s expenses are contained in the rates/budget in Exhibit A.

c. **Invoicing**: Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Funds will be disbursed in appropriate monthly increments, upon receipt and approval of Contractor’s monthly invoices and any City required budget documents or reports. Contractor’s invoice(s) will include any and all appropriate supporting documentation, including time sheets, payroll records, receipts, and any other document which may be pertinent in light of the nature of the services performed or expenses incurred under this Agreement. Contractor’s invoice(s) will reflect in detail the services performed within the period for which the payment is requested and will address all completed project outcomes. Contractor’s invoices must identify costs and expenses actually incurred in accordance with the budget contained in Exhibit A. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only for work performed and expenses incurred during the prior month. Invoices submitted for payment must be received by the Agency on or before the fifteenth (15th) day of the month subsequent to the month for which reimbursement is being sought. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Timesheets must reflect the amount of time, in hours and tenths of hours, attributable to each activity performed under this Agreement. In the event that the Contractor allocates allowable costs to more than one grant, project, or contract, then timesheets must further identify the allocation of allowable costs for each grant, project or contract.

d. **Budget Modifications**. Budget line items may only be modified by the written approval of the Executive Director, if in the Executive Director’s sole judgment such modification is reasonable and appropriate. However, such budget modifications will not alter the Maximum Contract Amount. Any modification to Exhibit A shall not take effect until approved in writing. Any modification to Exhibit A agreed to by the parties that requires an
increase in the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by both parties in the same manner as this Agreement.

e. **Maximum Contract Amount:**

   (1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed ____ Dollars and 00/100 Cents ($__) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A are performed at Contractor’s risk and without authorization under the Agreement.

   (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 the 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.

   (3) If, as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City’s written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City’s favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents and employees, from and against any and all disallowed costs.

5. **REPORTS/CORRESPONDENCE/INVOICES:**

   a. **Narrative and Other Reports:** The Contractor shall provide the Agency with a monthly narrative summary report on activities performed with the assistance of funds provided under this Agreement no later than the fifteenth (15th) day of each month following the effective date of this Agreement, and continuing through the month following the date of termination of this Agreement. Each such report shall set forth in detail the progress of work under this
Agreement and any other information reasonably requested by the City and shall be submitted in such a format as may be designated by the City. Narrative reports and other reports required by the scope of work shall be submitted to the program area identified in Exhibit A and may be delivered electronically by disk or e-mail, followed by hard copy transmittal, to the program area. In addition, the Contractor shall comply with any and all contract closeout procedures directed by the Executive Director to be performed under this Agreement for final reimbursement, including but not limited to final review of payments, invoices, referrals, and required reporting documents, including close-out signature.

b. **Procedural and Administrative Correspondence and Invoices:** All written correspondence concerning procedural or administrative contract matters, other than invoices and notices required under Article 20, shall be delivered electronically to DHS_Contracting_Services@denvergov.org, or by U.S. mail to:

Attn: Contracting Services

Denver Department of Human Services

1200 Federal Boulevard, 4th Floor

Denver, Colorado 80204.

Invoices shall be delivered electronically to DHS_Contractor_Invoices@denvergov.org or by US Mail to:

Attn: Financial Services

Denver Department of Human Services

1200 Federal Boulevard

Denver, Colorado 80204.

6. **MONITORING:** The Contractor shall permit the Executive Director to monitor and review the Contractor’s performance under this Agreement. The Contractor shall make available to the City for inspection any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Agreement in order to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement. All such monitoring and
inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement.

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

8. **TERMINATION:**
   a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.
   b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor’s business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.
   c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.
   d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor’s possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination “DRAFT-INCOMPLETE”.

9. **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 Consultant, 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.

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

11. INSURANCE:

   a. General Conditions: 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. Contractor shall keep the required insurance coverage in force at all times
during the term of the Agreement, or any extension thereof, during any warranty period, and for
three (3) years after termination of the Agreement. The required insurance shall be underwritten
by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company
as “A-” VIII or better. Each policy shall contain a valid provision or endorsement requiring
notification to the City in the event any of the required policies be canceled or non-renewed
before the expiration date thereof. Such written notice shall be sent to the parties identified in
the Notices section of this Agreement. Such notice shall reference the City contract number
listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to
such cancellation or non-renewal unless due to non-payment of premiums for which notice shall
be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall
provide written notice of cancellation, non-renewal and any reduction in coverage to the parties
identified in the Notices section by certified mail, return receipt requested within three (3)
business days of such notice by its insurer(s) and referencing the City’s contract number. If any
policy is in excess of a deductible or self-insured retention, the City must be notified by the
Contractor. Contractor shall be responsible for the payment of any deductible or self-insured
retention. The insurance coverages specified in this Agreement are the minimum requirements,
and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall
maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. **Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

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

d. **Waiver of Subrogation:** For all coverages, Contractor’s insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers’ Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. **Workers’ Compensation/Employer’s Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the
City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor’s officers or employees who may be eligible under any statute or law to reject Workers’ Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

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

   i. **Additional Provisions:**

   (1) For all Commercial General Liability and Excess Liability, the policies must provide the following:

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

   (b) Defense costs are in excess of policy limits;

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

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

   (e) No exclusion for sexual abuse, molestation or sexual misconduct.

   (2) 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

(3) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

12. DEFENSE AND INDEMNIFICATION

a. Contractor hereby 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 Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’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. Contractor will defend any and all Claims which may be brought or threatened against City and will 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 shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall 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.

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

14. **ASSIGNMENT; SUBCONTRACTING**: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director’s prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

15. **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.

16. **NO THIRD PARTY BENEFICIARY**: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or
entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

17. **NO AUTHORITY TO BIND CITY TO CONTRACTS**: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City’s Charter and the Denver Revised Municipal Code.

18. **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.

19. **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 Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City’s Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
   b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor’s own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. **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 Contractor at the address first above written, and if to the City at:
By Contractor to: Executive Director, Denver Department of Human Services  
City and County of Denver  
1200 Federal Boulevard  
Denver, Colorado 80204-3221

With a copy to: Supervisor, Contracting Services  
Denver Department of Human Services  
1200 Federal Boulevard  
Denver, Colorado 80204-3221

And 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.

21. **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 Contractor 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 Contractor 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 sub-consultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

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

(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 that otherwise requires the Contractor 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 sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant 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 Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

22. **DISPUTES:** All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

23. **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).

24. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

25. **COMPLIANCE WITH ALL LAWS:** Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado, and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.
26. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. Confidential Information: The Contractor acknowledges and accepts that, in the performance of all work under the terms of this Agreement, the Contractor will or may have access to the following types of information: (1) City Proprietary Data or confidential information that may be owned or controlled by the City (“City Proprietary Data”); (2) confidential information pertaining to persons receiving services from the Agency (“Client Data”), or (3) confidential proprietary information owned by third parties (“Third Party Proprietary Data”). For purposes of this Agreement, City Proprietary Data, Client Data, and Third Party Proprietary Data shall be referred to collectively as “Confidential Information”. The Contractor agrees that all Confidential Information provided or otherwise disclosed by the City to the Contractor or as otherwise acquired by the Contractor during its performance under this Agreement shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall limit access to any and all Confidential Information to only those employees who have a need to know such information in order to provide services under this Agreement. The Contractor shall exercise the same standard of care to protect any and all Confidential Information as a reasonably prudent contractor or Contractor would to protect its own proprietary or confidential data. Contractor acknowledges that Confidential Information may be in hardcopy, printed, digital or electronic format. The City reserves the right to restrict at any time Contractor’s access to electronic Confidential Information to “read-only” access or “limited” access as such terms are designated by the Executive Director.

The Contractor agrees to comply with all applicable state and federal laws protecting the privacy or confidentiality of any and all Client Data, including protected health records or other protected information, and to comply with the terms and conditions contained in the attached Exhibit ______.

(1) Use of Confidential Information: Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any Confidential Information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Contractor further
acknowledges that by providing access to Confidential Information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to reveal, publish, disclose, or distribute to any other party, in whole or in part, in any way whatsoever, any Confidential Information without prior written authorization from the Executive Director.

(2) **City Methods:** The Contractor agrees that any ideas, concepts, know-how, computer programs, or data processing techniques developed by the Contractor or provided by the City in connection with this Agreement shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Contractor agrees, with respect to Confidential Information, that: (a) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director; (b) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (c) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

(3) **Employees and Subcontractors:** The requirements of this provision shall be binding on the Contractor’s employees, agents, officers and assigns. The Contractor warrants that all of its employees, agents, and officers who designated to provide services under this Agreement will be advised of this provision. All requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement.

(4) **Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Confidential Information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including, but not in any manner limited to, fitness, merchantability, accuracy and completeness of the Confidential Information. The Contractor acknowledges and understands that Confidential Information may not be completely free of errors. The City assumes no liability for any errors or omissions in any Confidential Information. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or
for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

B. **Open Records:** The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S. (2014), and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

26. **LEGAL AUTHORITY:** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

27. **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.
28. **ORDER OF PRECEDENCE**: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

29. **INTELLECTUAL PROPERTY RIGHTS**: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

30. **SURVIVAL OF CERTAIN PROVISIONS**: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

31. **ADVERTISING AND PUBLIC DISCLOSURE**: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.
32. **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.

33. **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.

34. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

35. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, 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.

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EXHIBITS

EXHIBIT A SCOPE OF WORK/BUDGET

EXHIBIT B CERTIFICATE OF INSURANCE