2023 Youth Programs Request for Proposals (RFP)
Deadline for Submission: 5:00 p.m. Wednesday, November 30, 2022

RFP Name: 2023 OST and YVP Programs
Contract Term: January 1 – December 31, 2023
Link to full proposal form document on BidNet:
https://www.bidnetdirect.com/colorado/cityandcountyofdenver

Proposals that are incomplete and/or not received by the deadline will not be considered. It is the responsibility of the applicant to verify that the proposal was received by the deadline. A confirmation will be sent once your proposal has been successfully submitted in BidNet.

Denver’s Office of Children’s Affairs (OCA), is combining two (2) evidenced-based strategies for supporting young people (Out-of-School Time Programs and Youth Violence Prevention Programs) into a single proposal and contracting process for the period of January 1-December 31, 2023.

View the full proposal form document on BidNet: https://www.bidnetdirect.com/colorado/cityandcountyofdenver

Submissions are due by 5:00pm on Wednesday, November 30, 2022.

Information sessions will be held in-person and virtually. Applicants are strongly encouraged to participate in one of the information sessions being offered. A recorded version will be posted online for potential partners that are unable to attend either session. It is highly recommended that you thoroughly review the RFP guidelines to determine if you may be eligible to apply for this RFP before attending the information session.

Information Session Dates:
Tuesday, November 1, 2022 - VIRTUAL
10:00am – 11:00am
Register to attend HERE

Wednesday, November 2, 2022 – IN-PERSON
Youth Empowerment Center (1240 W. Bayaud Ave, Denver CO)
10:00am – 11:30am
Register to attend HERE

All questions to be answered at the information sessions must be submitted by October 31, 2022. All additional questions must be submitted in writing via BidNet by 5:00 p.m. on Wednesday, November 9, 2022. Please submit via this link: https://www.bidnetdirect.com/colorado/cityandcountyofdenver
**Tentative RFP Timeline** *(subject to change)*:

- **Monday, October 24, 2022**: RFP released
- **Monday, October 31, 2022**: Questions to be answered at information sessions due by 12:00pm MST
- **Tuesday, November 1, 2022**: Virtual Information Session (10:00am – 11:00am MST)
- **Wednesday, November 2, 2022**: In-person information session (10:00am – 11:30am MST)
- **Tuesday, November 8, 2022**: DAAconnect Trainings (9:00am and 1:00pm MST)
- **Wednesday, November 9, 2022**: Additional Questions due by 5:00pm MST
- **Friday, November 11, 2022**: Q/A posted on-line
- **Wednesday, November 16, 2022**: DAAconnect Trainings (9:00am and 1:00pm MST)
- **Wednesday, November 30, 2022**: Proposals due in Bidnet by 3:00pm MST
- **Friday, December 16, 2022**: Anticipated announcement of funding

**Staff Contacts:**

Out-of-School Time (OST) Programs: Maxine Quintana, Director of Out-of-School Time Initiatives, maxine.quintana@denvergov.org

Youth Violence Prevention (YVP): Valerie Gonzales, Senior Policy Advisor, Valerie.gonzales2@denvergov.org

Youth Violence Prevention YVP): Felicia Rodriguez, Youth Violence Prevention Program Manager, Felicia.Rodriguez@denvergov.org

Contract Administrator: Terra Swazer, Terra.Swazer@denvergov.org

1. **Who We Are**

The Office of Children’s Affairs (OCA) supports Denver agencies, the community and its service providers in ensuring all children and youth have their basic needs met, are ready for kindergarten and have the opportunity to succeed academically and professionally.

Current programs of OCA include the following:

- A) Access to nutritious food
- B) High-quality childcare and afterschool programs
- C) Early learning and literacy resources
- D) Youth transportation
- E) Youth violence prevention and mentorship
- F) Cultural experiences
- G) Pathways to post-secondary education and careers

2. **Funding Philosophy/Approach**

The Office of Children’s Affairs’ funding philosophy and approach support organizations that use the following strategies:
• **Community-Informed**: the voices of communities impacted by funding decisions.

• **Evidence-based Practice**: well-researched interventions, programs and services that incorporate ethics, client preferences, and culture to guide and inform the delivery of services.

• **Data-Driven**: committed to harnessing the power of data to assess opportunities, measure progress, and evaluate impact and improve performance.

• **Partnerships**: build partnerships across sectors to share ideas and resources toward a common purpose to amplify our impact.

• **Equitable and Inclusive**: committed to promoting inclusive environments to foster collaboration and engagement and to implement program and policy strategies to eliminate racial/ethnic social inequity.

• **Positive Youth Development**: An intentional prosocial approach that promotes positive outcomes for young people by providing opportunities, fostering positive relationships, and furnishing the support needed to build upon strengths.

3. **Notification of Open Records Act:**
All material submitted regarding this proposal becomes the property of the City and County of Denver and is subject to the Colorado Public (Open) Records Act (“CORA”). If the applicant believes that any material in its proposal constitutes trade secrets, privileged information, or confidential commercial or financial data, then the applicant should mark those items as confidential or proprietary. The City is not bound by the applicant’s determination as to whether materials are subject to disclosure under CORA; and reserves the right to independently determine whether the materials are required to be made available for inspection or otherwise produced under CORA. If the City receives a request for such information marked as confidential, it will notify the applicant. If a suit is filed to compel disclosure of such information, the City will notify the applicant, and the applicant shall be responsible for taking appropriate action to defend against disclosure of its confidential information. The City and County of Denver has the right to use any or all information/material presented in the application, subject to limitations for proprietary or confidential information. Disqualifications or denial of the proposal does not eliminate this right. The contents of the proposal may become contractual obligations if the project is funded, subject to mutual modifications in the contracting process.

4. **Mandatory Contractual Terms:**
By submitting a proposal in response to this RFP, the vendor, if selected for award, shall be deemed to have read and accepted the terms of this RFP, as well as the mandatory contractual terms included in the sample contract in Appendix B. **Comments/questions about the sample contract can be submitted with the proposal using the form on page 15 of the sample contract.** The final award recipients will be required to enter into a contract with the City and County of Denver in form substantially similar to the sample contract prior to services taking place. In all cases, the Office of Children’s Affairs has the right to negotiate all contract terms. For awards $10,000 or under, the City may choose to issue a standard Purchase Order with similar terms instead of a contract agreement.
The Office of Children’s Affairs reserves the right to terminate, modify, or suspend any or all parts of the RFP process and can reject any or all proposals at its sole discretion, 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. 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 preparation, submittal, or subsequent negotiation. As the Office determines appropriate, it may issue additional requirements to this RFP, posted at www.denvergov.org/childrensaffairs.

5. **Diversity and Inclusiveness – Executive Order #101:**

   **Definitions**

   **Diversity:** Diversity refers to the extent to which a contractor/consultant has people from diverse background or communities working in its organization at all levels, is committed to providing equal access to business opportunities and achieving diversity in procurement decisions for supplies, equipment, and services, or promotes training and technical assistance to diverse businesses and communities, such as mentoring and outreach programs and business engagement opportunities.

   **Inclusiveness:** Inclusiveness, for purposes of Executive Order No. 101, includes the extent to which a contractor/consultant 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. Inclusiveness also includes the extent to which businesses have an equal opportunity to compete for new business opportunities and establish new business relationships in the private and public sector.

   **Executive Order #101 Requirements**

   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.

   Please use the following link to complete the diversity and inclusiveness requirements for this solicitation.


   All proposers that do not complete Executive Order 101 Diversity and Inclusiveness in City Solicitations Information Request Form, located at the link above, prior to this RFP submission will be automatically rejected, with no exceptions.

   Proposers must complete the online form even if they believe it is not applicable. If it is not applicable, it will not affect the proposal review. Upon completion, a confirmation form will be provided and must be included in the proposal packet. Proposals will not be considered without it. The following answers must be included in the online form:
6. **Use of Funds:**

Funds must be used to supplement (not supplant, replace, or redirect) any Federal, State, and local funding currently provided for the program. 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 and with all laws, policies, procedures, ordinances, and regulations of the City and County of Denver.

**Funds can be used for a variety of purposes** including:

A.) Personnel: staffing support  
B.) Fringe: benefits for personnel as a percentage of personnel salaries listed in category A  
C.) Travel: field trip expenses, reasonable transportation costs  
D.) Supplies & Materials: expenses for program supplies and materials  
E.) Subcontracts: subject matter experts, services your organization does not directly provide  
F.) Other Direct Costs: other direct program costs that are not covered in other categories  
G.) Indirect Costs: No more than 10% of the amount requested is allowed for indirect/administrative costs. No more than 5% of the amount requested is allowed for purchasing food/beverages for program snacks/meals. Funds can only be used for the purposes outlined in the service agreement. **Applicants who may not already meet the minimum insurance requirements, may include insurance costs in the proposed budget.**

Partnerships are highly encouraged. Please note that it is the vendor’s responsibility to ensure that all vendors/subcontractors that provide direct service to participants meet the minimum insurance, minimum safety and other requirements outlined in this RFP and in the sample contract.

**Funds cannot be used for the following:**

A.) Making large capital purchases, such as the purchase of busses or vans  
B.) Supporting childcare slots or scholarships  
C.) Supporting religious practices, such as religious instruction, worship or prayer. Faith-based organizations may offer such practices, but at a separate time and location from the program applying for funding, and using separate funding source(s)  
D.) Equipment – items valued over $5000 individually  
E.) Construction

7. **Bonus Points for Location of Program:**

While programs can be located anywhere in the City and County of Denver, bonus points will be awarded to sites only **physically located** in target neighborhoods for child well-being as indicated in
Figure 1 below or the 2022 Child-Well Being Index, Appendix A. The physical street address of where the program services are delivered to the identified target population must be included in the proposal and will be used to verify eligibility for bonus points. A maximum of 5 bonus points can be awarded.

Figure 1

8. Eligible Applicants:
Proposals will be accepted from any not-for-profit community-based organization and developing organizations such as small LLCs or sole proprietors that meet the requirements in the RFP. Organizations must demonstrate prior experience in providing successful programs to be eligible to apply.

9. About this Request for Proposals (RFP)
Purpose of Funding: The Office of Children’s Affairs (OCA) is committed to supporting organizations that serve youth and young adults through a variety of initiatives that provide the following:

- Quality education early and throughout life
- Promote environments that support healthy development
- Connect young people to caring adults and activities
- Strengthen the development of social, emotional and academic skills for youth and adults
• Provide access to mental health supports
• Support work development and opportunities for employment

To streamline the process, OCA is combining two (2) evidenced-based strategies for supporting young people into a single proposal and contracting process for the period of January 1-December 31, 2023. Please read this information extremely carefully as each category has specific requirements.

Organizations will be able to choose one or more category, if they meet all the requirements listed under each.

Category 1: Out-of-School Time (OST) Programs – Up to $50,000 can be requested

• Focus is on organizations with less than a $1 million budget, providing a variety of typical OST activities (social, emotional, academic, and enrichment programs) for youth K-12 in group settings during non-school hours (before school, afterschool, during the summer or during school breaks), in either school or community-based settings.
• Up to 10 bonus points will be provided for organizations supporting middle school students and/or operating in far Northeast Denver.
• Current “comprehensive awardees” cannot apply for OST funds, however, they are eligible to apply for YVP funds as long as they meet all of the requirements and the YVP programs are completely separate from their comprehensive programs. *

*Comprehensive organizations are defined as high-dosage programs, providing services for at least 32 weeks during the school year with 12-15 hours of programming offered each week and includes a minimum of 6-weeks of summer programming. Comprehensive organizations are funded through a separate multi-year RFP process. The next opportunity to apply for comprehensive funding will not be until early 2024.

Category 2: Youth Violence Prevention Programs (YVP) – Up to $80,000 can be requested

• Focus is on programs serving age groups from prenatal to age 24
• Proposers must clearly show how their program will reduce risk and/or increase protective factors for youth violence prevention as recommended by the CDC
  https://www.cdc.gov/violenceprevention/youthviolence/riskprotectivefactors.html
• Funds can be used at any-time during the day, including during school hours and can be used for a variety of purposes, including but not limited to alternatives to pre-K such as home visits, play and learn groups, and maternal mental health; community/peer violence, domestic/relationship violence, suicide prevention, anti-stigma, substance misuse prevention, culturally responsive mental health and trauma
• Proposed budget can include youth stipends and incentive for participation (no more than 10% of request)

10. Available Funds
To have a single process for 2023 (the City’s fiscal year) that is as simple as possible, we are asking organizations to select from the categories in Section 9. (NOTE: If you are a current comprehensive award recipient, you are ineligible to apply for Category 1. However, you can apply for Category 2 if all criteria are met.)

Organizations can choose one or more category and must have distinct and separate programming that meets all requirements of the category(ies) they are applying for.
11. Award Requirements:

- Only one request per organization, which cannot exceed the limits outlined for each category in Section 9.
- Programs must take place in the City and County of Denver, intended to support in-person programs in Denver’s low-opportunity neighborhoods at no or extremely low cost to families.
- Organizations must track unique participation, including daily attendance and demographic data:
  1. Participant identifiers:
     a. First name,
     b. Last name,
     c. Date of Birth,
     d. Student ID or a unique number
     e. Ethnic/Racial Category (Asian, Black/African American, Hispanic/LatinX, Native American or Alaska Native, Native Hawaiian or Pacific Islander, White, Two or more races, Decline to Answer),
     f. Gender identity (Male, Female, Gender Non-Conforming, Data Not Collected).
  2. Unduplicated and daily attendance. See Attendance Tracking Expectations in Appendix D.
  3. Program dosage – number of hours, number of days, number of weeks the program was offered, as well as the start and end dates of the program. NOTE: dosage is defined as actual hours each participant attended (not proposed/budgeted/offered)

**All information listed above must be tracked in a manner that is compatible for uploading into DAAconnect, e.g. Excel.**

- Organizations are required to have a profile complete to be listed in DAAconnect’s partner directory and programs should be listed in the City’s Youth Program Locator. **Proof of an active profile is required at the time of proposal.** Please note training options listed in the schedule on page 1.

- Reporting will be done through DAAconnect.
- Funded organizations may be asked to administer a youth or parent survey (provided by OCA), host a site visit, and/or participate in an organizational level survey or interview to share successes and challenges.
- Organizations may be asked to participate in meetings or events with their respective program manager (OST and YVP) and cohort of award recipients.
- OST programs are required to attend a minimum of two DAAlearn professional learning events and 1 networking event.

12. Minimum Requirements:

- Organizational Safety and Soundness:
  o All organizations must meet and maintain the Minimum Insurance Requirements listed in Appendix C and secure, at their own expense, a current Certificate of Insurance (ACORD) showing coverage for all required insurance in hard copy prior to the initiation and execution of any contractual agreement.
  o Any organization that is not licensed (childcare or NYO) by the Colorado Department of Human Services must meet Minimum Safety Requirements as outlined in Appendix E.
  o Organization’s must track deliverables in the Scope of Work (outputs – unduplicated participants served and dosage (daily attendance), participant demographics, and outcomes – measured success state towards goals)
Invoices must be submitted monthly, with appropriate back-up documentation provided, unless otherwise agreed upon.

- **DAAconnect Usage and Compliance:**
  - Organization’s will automatically be set up in DAAconnect so they may upload youth identifiers and attendance to meet reporting requirements (Appendix D).
  - Organizations must ensure its DAAconnect profile is kept up-to-date so current activities are visible on the Youth Program Locator.
  - For OST award recipients, participation in Professional Learning and Advocacy activities
    - Attendance in at least 2 relevant trainings and convenings offered through DAAlearn or as requested by the respective program manager
    - Participation in at least one activity mutually agreed upon by organization and OCA (examples include: participation in a city-wide survey; hosting a site visit for a policy maker, etc.)

**13. Program Monitoring**

Organizations must submit a report after the end of each period of programming held (fall, spring, summer) that documents progress towards goals as stated in the scope of work. Written reports and attendance will be collected in the DAAconnect system. All award recipients will receive at least one site visit or interview per year. The site visit will include program observation and can include contract compliance, including file reviews. Additionally, OCA will work with the DAA team to confirm organization’s compliance with having an active DAAconnect profile and other similar mandates as listed under requirements.

**14. Post Award Requirements**

- All award recipients are required to submit a finalized Scope of Work that will be used as part of the contracting process and outlines specific goals and a Certificate of Insurance that meets the City of Denver’s Minimum Insurance Requirements (see Appendix C) within two weeks of receiving the award notice
- Award recipients must submit proof that any staff member working directly with youth participate in the State’s Mandatory Reporter training - https://coloradocwts.com/mandated-reporter-training/
- Award recipients must have a fully executed contract (see Appendix B for a Sample Contract) with the City prior to expending any funds. Funds will be distributed on a reimbursement basis only, preferably monthly and must be accompanied by adequate documentation (payroll records, receipts, etc.). All modifications to the services and/or budget that exceed 5% in any category must be pre-approved in writing by sending an e-mail to the appropriate program manager or contract administrator
- All award recipients must submit report(s), within the DAAconnect system 1-3 times per year, depending on the award category and when services are offered to youth. Due dates: June 20 (covering January 1-May 31, 2023), September 20 (covering June 1-August 31); January 20, 2024 (covering September 1 – December 31, 2023). If a due date falls on a weekend day/holiday, then the report will be due the next business day. All reports must be submitted via the DAAconnect system
- Award recipients are expected to display signage and/or online banners noting that the program receives funding from the Office of Children’s Affairs. The City will provide electronic files that can be printed and/or displayed on websites and other materials. You must receive approval from OCA to post any/all materials before they are sent out/posted

**15. Review Process**
Each proposal will undergo a technical review (see checklist in section 23) to ensure the proposal meets the minimum requirements. Incomplete proposals or those that do not follow instructions will not be accepted and will be automatically disqualified. There is no guarantee that submission of a proposal will result in review, or funding at the requested level.

Bonus points will be awarded for programs based on the following criteria:

- Up to 5 Bonus Points for being located in a low-opportunity neighborhood
- For OST, up to 5 Bonus Points for intentional programs to serve middle school-aged students; and up to 5 Bonus Points for programs located in Far Northeast Denver

Reviewers will be asked to self-identify all conflicts of interest before the process begins. A conflict of interest exists when a reviewer is employed by, volunteers for, serves on the Board of, consults with or has founded an applicant organization. Reviewers with conflicts will not review those proposals.

A diverse review team will be selected by the Office of Children’s Affairs. Each member of the review team will independently review and score each proposal using a rubric based on the RFP.

The review team will meet to discuss each proposal, determine final scores, and make funding recommendations. All proposal decisions are final. The Office of Children’s Affairs reserves the right to make smaller discretionary awards to support specific portions of a proposal that is not being considered for full funding.

Proposals will be rated on the following:
1. Organizational capacity
2. Organization description
3. Program description
4. Measurable impact on participants, including overall benefits and the program’s ability to positively support participants
5. Ability to leverage resources to expand and/or enhance programming

16. Proposal Format

- Narrative formatting requirements:
  - Must use the template and stay within the text limits
  - Font: 12-point Calibri or Arial
  - Page size: Standard 8 ½ x 11
  - Spacing: Single-spaced, with paragraphs, and 1” margins on all sides
  - Page numbering: Bottom right-hand corner (Include Program Name on each Page), following the format of “Page__ of __”
  - Each document should be saved as its own PDF. Each document should be numbered and titled with the Organization name and document title (example: 1_ProgramX_Budget.pdf; 2_ProgramX_OrganizationalNarrative.pdf, etc.).

- Filled out summary information at this link: https://www.surveymonkey.com/r/2023OCA_RFP
- Narrative, answering the questions in Attachment __ Scope of Work, as outlined in Section 22
- Budget and Budget Narrative in Section 23.
- Required Attachments – See the Checklist in Section 24

17. Required Financial Attachments

1. Budget:
   - Organizational Operating Budget please use template provided on page 11
b. Program budget with narrative on what your organization is requesting money for.
   Please use template on Page 12

18. Other Required Attachments
   1. Completed Diversity and Inclusiveness Receipt of Submission (Fill out form online save receipt.)
   2. Comments on Sample Contract (Appendix B, if applicable)
   3. Certificate of Good Standing with the Colorado Secretary of the State
   4. Completed I.R.S. W9 Form
   5. Evidence of an organizational profile set up in DAconnect to be listed in the partner directory
      and/or on the youth program locator
   6. OPTIONAL ATTACHMENT – A 3-5 minute video storytelling that describes your organization and
      shows programming in action.

19. Supporting Materials
   Appendix A – 2022 Child Well-Being Index
   Appendix B – Sample Contract
   Appendix C – Minimum Insurance Requirements/Certificate of Insurance Example
   Appendix D – Attendance Tracking Expectations
   Appendix E – Minimum Safety Requirements
   Appendix F – Scope of Work template/Narrative response template
   Appendix G – Sample SMART Goal template
   Appendix H – Overall organization budget

20. Summary Information
   Fill out Summary Information here: https://www.surveymonkey.com/r/2023OCA_RFP
   If you are missing the summary Information your proposal will not be accepted.

21. Narrative
   Instructions: Please keep your answers concise using the template below/attached, which includes
   word limits.

      COMPLETE THE ATTACHED SCOPE OF WORK AS YOUR NARRATIVE RESPONSE

22. Budget/Budget Narrative – Please note a budget template will be sent to
    organizations that attend the Mandatory Information Session.

    Part 1 – Overall Organization Budget/Revenue -- Please provide the overall organizational budget
    and funding sources for the organization, as well as the specific budget amounts requested from
    this proposal. This helps OCA see the overall picture of your organization and funding streams.
    Please complete Appendix H

    Part 2 – Program Budget – Complete the Budget and Budget Narrative sections in the attached
    Scope of Work
23. Checklist
Responses to the Office of Children’s Affairs RFP shall consist of the following components, which should be submitted in the order listed below. This checklist is provided to help ensure a complete proposal. It is not necessary to submit this checklist with your proposal.

☐ Summary Information, filled out here:  https://www.surveymonkey.com/r/2023OCA_RFP

☐ Narrative/SOW (use template provided)

☐ Budget (use template provided)

☐ Other Required Attachments
  o Completed Diversity and Inclusiveness Information Receipt of Submission (Saved Copy of Submission Receipt)
  o Comments on Sample Contract (Appendix B, page 17 if applicable)
  o Certificate of Good Standing with the Colorado Secretary of State
  o Completed I.R.S. W9 Form
  o Evidence of DAAconnect profile
  o Optional Attachment: link to a 3-5 minute video that describes your organization and shows your program in action

The Narrative/SOW, Budget, and Other Required Attachments, must be submitted through BidNet at this link:  https://www.bidnetdirect.com/colorado/cityandcountyofdenver
It is the culmination of factors that present significant challenges to children and families. The child with fewer obstacles to overcome in everyday experiences is likely to have more opportunities for both academic and life success.

Eleven indicators that measure differences in education, health, and community opportunities were statistically aggregated to provide a snapshot of opportunity for Denver children by neighborhood. These indicators include:

- Births to Women without a High School Diploma;
- Teen Births;
- Overweight or Obese Children;
- Kindergarten Readiness;
- Third Graders Not Reading at Grade Level;
- Ninth Graders Chronically Absent;
- Adults without a High School Diploma;
- Children in Single-Parent Families;
- Child Poverty;
- Violent Crime; and
- Unemployment.
A G R E E M E N T

THIS AGREEMENT is made between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the “City”) and ______________________, a Colorado nonprofit corporation, with an address of ________________________ (“Contractor”); which may individually be referred to herein as a “Party” or jointly as “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 Office of Children’s Affairs (“Executive Director”) 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 terminate on ___________ (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. **COMPENSATION AND PAYMENT**:
   a. **Fee**: 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 ________________________ ($_______,00) for fees. Amounts billed may not exceed the 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 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.

d. **Maximum Contract Amount:**
   
   (1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed $_______ (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 this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. **STATUS OF 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.

6. **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, kickbacks, 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”.

7. **EXAMINATION OF RECORDS AND AUDITS:** 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, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other
9. **INSURANCE:**

   a. **General Conditions:** Contractor 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. 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 require notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement and 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. 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 may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. 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, Contractor and subcontractor’s insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. **Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability, if required, 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 and 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.

g. **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each bodily injury and property damage occurrence, $2,000,000 products and completed operations aggregate (if applicable), and $2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

h. ** Automobile Liability:** Contractor shall maintain Automobile Liability with minimum 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. **Cyber Liability:** Contractor shall maintain Cyber Liability coverage with minimum limits of $1,000,000 per occurrence and $1,000,000 policy aggregate covering claims.
involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

10. **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.
11. **TAXES, CHARGES AND PENALTIES**: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The 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.

12. **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 will 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.

13. **INUREMENT**: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

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

15. **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.

16. **SEVERABILITY**: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or
unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

17. **CONFLICT OF INTEREST:**
   a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The 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 if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. **NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

   Executive Director of the Office of Children’s Affairs  
   201 West Colfax Avenue, Dept. 1101  
   Denver, CO 80202  

   With a copy of any such notice to:

   Denver City Attorney’s Office  
   1437 Bannock St., Room 353  
   Denver, Colorado 80202  

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

19. **CONFIRMATION OF LAWFUL EMPLOYMENT:**
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 a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a 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.

c. 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.

20. **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.

21. **GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

22. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the 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 identity or gender expression, marital status, protective hairstyle, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

23. **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.

24. **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.

25. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their
respective counsel have had the opportunity to review the Agreement, and the Agreement will not
be construed against any party merely because any provisions of the Agreement were prepared by
a particular party.

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

27. **INTELLECTUAL PROPERTY RIGHTS:** The City and Contractor intend that
all property rights to any and all materials, text, logos, documents, booklets, manuals, references,
guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans,
drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any
other work or recorded information created by the 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 and
shall assign such rights over to the City upon completion of the Project. To the extent permitted
by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and
all ownership of copyright in the Materials shall vest in the City at the time the Materials are
created. To the extent that the Materials are not a “work made for hire,” the 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.

28. **SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and
any exhibits and attachments that by reasonable implication contemplate continued performance,
rights, or compliance beyond expiration or termination of the Agreement survive the Agreement
and will continue to be enforceable. Without limiting the generality of this provision, the
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.

29. **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.

30. **CONFIDENTIAL INFORMATION:**
   a. **City Information:** Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contract agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contract shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent contractor would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

31. **PROTECTED INFORMATION AND DATA PROTECTION:**
   a. **Compliance with Data Protection Laws:** The Contractor shall comply with all applicable international, federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data’s classification relevant to the Contractor’s performance hereunder and, when applicable, the most recent iterations of § 24-73-101, *et seq.*, C.R.S., IRS
APPENDIX B

Publication 1075, the Health Information Portability and Accountability Act (HIPAA), the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all Criminal Justice Information, the Colorado Consumer Protection Act, and the Payment Card Industry Data Security Standard (PCI-DSS), (collectively, “Data Protection Laws”). If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.

b. **Safeguarding Protected Information**: “Protected Information” means data, regardless of form, that has been designated as private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student records, education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and personally identifiable information as defined by §§ 24-73-101(4)(b) and 6-1-716(1)(g)(I)(A), C.R.S., as amended. Protected Information shall not include public records that by law must be made available to the public pursuant to the Colorado Open Records Act § 24-72-201, *et seq.*, C.R.S. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection for the information it discloses to the Contractor, the Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City’s behalf, the Contractor is a “Third-Party Service Provider” as defined by § 24-73-103(1)(i), C.R.S.

Contractor Name – Jagger No.
c. **Data Access and Integrity:** The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards, guidelines, and Data Protection Laws applicable to the Contractor’s performance hereunder to ensure the security and confidentiality of all data. The Contractor shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of any data; restrict access to data as necessary; and ensure the proper use of data. The Contractor shall not engage in “data mining” except as specifically and expressly required by law or authorized in writing by the City. All data and Protected Information shall be maintained and securely transferred in accordance with industry standards. Unless otherwise required by law, the City has exclusive ownership of all data it discloses under the Agreement, and the Contractor shall have no right, title, or interest in data obtained in connection with the services provided herein.

d. **Data Retention, Transfer, Litigation Holds, and Destruction:** Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Contractor’s data retention policies. Upon termination of the Agreement, the Contractor shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Contractor is required by law to retain data, including Protected Information. Upon the City’s request, the Contractor shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor’s exclusive custody, the City may request that the Contractor preserve such data outside of its usual record retention policies. The City will promptly coordinate with the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable.

e. **Software and Computing Systems:** At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing
systems with known vulnerabilities to collect, use, process, store, or generate data and information, with Protected Information, received as a result of the Contractor’s services under this Agreement. The Contractor shall fully comply with all requirements and conditions, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, enhancements or updates consistent with evolving industry standards, and periodic penetration testing.

f. **Background Checks:** The Contractor will ensure that, prior to being granted access to Protected Information, the Contractor’s agents, employees, subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data Protection Laws, and possess all qualifications appropriate to the nature of the employees’ duties and the sensitivity of the data.

g. **Subcontractors and Employees:** If the Contractor engages a subcontractor under this Agreement, the Contractor shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the services provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its subcontractor’s compliance with the obligations of this Agreement and for any of its subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentially of any disclosed data shall apply equally to both the Contractor and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies.

Contractor Name – Jaggaer No.
h. **Security Breach**: If the Contractor becomes aware of an unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of Protected Information or data maintained or provided by the City (“Security Breach”), the Contractor shall notify the City in the most expedient time and without unreasonable delay. The Contractor shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and Data Protection Laws. The Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. The Contractor shall indemnify, defend, and hold harmless the City for any and all claims, including reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach or lawful notices.

i. **Request for Additional Protections and Survival**: In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City’s request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor to comply with the request at the City’s expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentiality of any disclosed data shall survive termination of the Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor’s possession or control.

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**: 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 under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGES FOLLOW]
Minimum Insurance Requirements
for all Funded Programs

Insurance Requirements
All award recipients will be required to submit proof of insurance required by the City (see sample Certificate of Insurance attached) prior to contract execution. Required insurance coverage includes:

1. Commercial General Liability, with no exclusion for claims of sexual abuse or molestation, listed on Certificate. Minimum limits: $1,000,000 per occurrence and $2,000,000 aggregate.
2. Business Automobile Liability. Minimum limits: $1,000,000 combined single limit. Note: if personal vehicles used for business use, this requirement can be replaced with a personal automobile insurance requirement.
3. Workers’ Compensation/Employer’s Liability. Minimum limits: Workers’ Compensation – statutory; Employer’s Liability - $100,000 per occurrence bodily injury claims; $100,000 per occurrence bodily injury caused by disease claims; $500,000 aggregate for all bodily injuries caused by disease claims. Note: This coverage can be waived for award recipients allowed to waive Workers’ Compensation coverage per Colorado law.
4. $1,000,000 in cyber liability coverage
5. The City and County of Denver, its elected and appointed officials, employees and volunteers must be named additional insured on the Commercial General Liability and Business Auto Liability policies, listed on Certificate.
City and County of Denver
Contractor Certificate of Insurance

Contractors, please provide this sample certificate to your insurance agent or broker
Certificates must mirror this sample

Note the Additional Insured special instructions below

"The 'description' box must only contain project/contract detail such as the contract name and number and "As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured" with regards to the appropriate policies ONLY.

QUALIFYING LANGUAGE SUCH AS "SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY" and "IF REQUIRED PER WRITTEN CONTRACT" CAN NOT BE ADDED.

DO NOT ATTACH ADDITIONAL INSURED ENDORSEMENTS OR POLICIES

If any additional language is added to this section, the certificate will be rejected. If the requirements can not be complied with, we reserve the option to move on to another contractor"
Participant Tracking Requirements: Data, Attendance, and Data Collection Waivers

As an award recipient, you will be required to collect and report the following information, which you will be responsible for entering into the DAACconnect Management Information System (see additional details in the section below):

1. Participant Identification Data
   i. First Name
   ii. Last Name
   iii. Date of Birth
   iv. DPS ID number (if a DPS student)
   v. Race/ethnicity
   vi. Gender Identity

2. Attendance/Participation Tracking

3. Waivers for Data Collection

---

1. Participant Identification Data:

   For each participant that is served with award funds, the award recipient must collect and report the following information on the participant: first name, last name, date of birth and the Denver Public Schools (DPS) Identification number. If the participant is not a DPS student, the DPS ID does not need to be collected.

   **WHY?** The four data points (first name, last name, date of birth, and DPS Student ID) are required to enter the participant into DAACconnect, to track program participation and to provide an unduplicated count required for award reporting. Collecting this data helps both the award recipients’ and the City’s data integrity by keeping accurate, complete, and reliable records of the participants in their programs.

2. Attendance/Participation Tracking:

   Attendance or participation tracking is required for any participant served with award funds. It is required to record the ‘summary attendance’ for participant, for each term (fall, spring, and summer). An attendance roster will be provided to the award recipient and the roster will be uploaded into DAACconnect, where the system will record attendance information, including an unduplicated count, which is required on the Award Report. The roster will require the participant identification data and the number of times each participant attended the program in each term. The award recipient is responsible for tracking the number of times each participant attended the program. Below is an example of the attendance roster:
<table>
<thead>
<tr>
<th>DPS ID</th>
<th>LastName</th>
<th>FirstName</th>
<th>Date of Birth (MM/DD/YYYY)</th>
<th># of days attended Spring 2023 (1/1 – 5/31)</th>
<th># of Days attended Summer 2023 (6/1 – 8/31)</th>
<th># of days attended Fall 2023 (9/1 – 12/31)</th>
<th>Race/ Ethnicity</th>
<th>Gender Identity</th>
</tr>
</thead>
<tbody>
<tr>
<td>123456</td>
<td>Doe</td>
<td>John</td>
<td>10/22/2008</td>
<td>44</td>
<td>20</td>
<td>25</td>
<td>Black</td>
<td>M</td>
</tr>
<tr>
<td>654321</td>
<td>Doe</td>
<td>Jane</td>
<td>12/20/2004</td>
<td>23</td>
<td>10</td>
<td>14</td>
<td>White</td>
<td>F</td>
</tr>
<tr>
<td>345678</td>
<td>Doe</td>
<td>Josh</td>
<td>11/10/2010</td>
<td>27</td>
<td>20</td>
<td>20</td>
<td>Multi</td>
<td>Non-binary</td>
</tr>
</tbody>
</table>

**WHY?** Tracking individual attendance is important in supporting program level planning and decision making, gauging the demand for services, and monitoring the quality and effectiveness of a program. It is also critical in determining the “dosage” or threshold at which individual programs and program types have an impact on participant outcomes. Overall, tracking individual participant attendance will provide a critical data element for use within the award recipient’s own evaluation efforts.

**OPTION:** Award recipients have the option to use the DAAconnect system for daily attendance tracking. If DAAconnect is used for daily attendance, award recipients would take attendance daily in the system, thus eliminating the need for the attendance roster.

3. **Waivers for Data Collection:**

The following waivers must be collected from each youth participant’s parent/guardian or each adult participant and stored on file with the award recipient:

**Sharing Data with the City and County of Denver**
I give permission to the Organization to release my Child’s identifying information (first name, last name, date of birth, and student ID), attendance records, grades, survey responses and state assessment test (or other test) scores to the City and County of Denver, for the purposes of evaluating the success of the programs and to improve services for my Child.

I Agree: YES NO

**Data Collection - Survey Data**
I give permission for my Child to respond to surveys that assess my Child’s experience with the Organization and provide feedback on programs to gauge if programs are providing a positive impact on my child’s school performance and behavior.

I Agree: YES NO

**Data Collection - Data Retention**
My child’s information will be retained for no more than five years and will be used to evaluate the success of the program. My child’s information will be kept confidential, de-identified to the extent possible, and be protected by law and industry standards. My authorization expires in five years but may be revoked or modified by me by contacting the organization at any time. My child’s participation in this program is not conditional to my signing this waiver.

I Agree: YES NO
OPTION: Award recipients have the option to use the DAAconnect system for program registration and daily attendance tracking. If DAAconnect is used for program registration, the data collection waivers above are inclusive of the DAAconnect registration process, and therefore do not need to be separately collected or stored.

WHY? As personally identifiable information (PII data) of participants is being collected for attendance tracking purposes, the City and County of Denver requires organizations to provide specific waivers regarding data collection for parents/guardians or adult participants to review and sign.
Minimum Safety for Requirements for Sites
NOT licensed by the Colorado Department of Human Services

Staff

1. Background Checks:
   a. The award recipient agrees to conduct a thorough and deliberate selection process to ensure a standard of excellence for all personnel, volunteers and contractors.
   b. All personnel, volunteers and contractors providing services to students through direct contact, at least once a month, shall be required to have a criminal background check completed through one of four options as described in 26-6-103.7(4), C.R.S. prior to delivering services. The results shall comply with the provisions of 24-72-305.3, C.R.S. and upon request, be available to the City and County of Denver.
   c. Within the first 60 days of service, personnel who provide services to students through direct contact, at least once per month shall be required to submit to a federal bureau of investigation fingerprint-based criminal history records check utilizing the Colorado bureau of investigation if the employee, volunteer, or applicant has resided in the state of Colorado less than two years.
   d. The award recipient shall request the state department to ascertain whether the person being investigated has been convicted of felony child abuse as specified in section 18-6-401, C.R.S., or a felony offense involving unlawful sexual behavior as designed in section 16-22-102 (9), C.R.S. The results of the background check shall comply with the provisions of 24-72-305.3, C.R.S. and upon request be available to the City and County of Denver.
   e. During the term of the contract, all new personnel, subcontractors, and agents, whether paid or not, that are hired or added to perform the work or services directly with students shall be subject to these same requirements before performing services.

2. CPR/First Aid:
   a. At least one staff member certified in CPR/First Aid training must be on-site at all times.
   b. When off site (field trips, etc.) at least one staff person must be currently CPR/First Aid Certified.

3. Policies/Procedures
   a. There is a plan in place to provide adequate staff coverage in case of emergencies.
   b. Program maintains appropriate staff/student ratios based on ages of participants and types and complexity of activities (i.e., academic intervention 1:10, larger scale health and fitness activities 1:25, etc.).
   c. The program should maintain appropriate and easily accessible youth records for a minimum of seven years, including: name, address, age, of student, emergency contact information, written authorization for participation, program
attendance data, food allergies and other pertinent information. Ideally, these records should be kept electronically. All records containing participant information must be kept confidential and only released with the appropriate authorizations or if there is clear and immediate danger.

d. All staff shall be free from illness and conduct that would endanger the health, safety, or well-being of children.

e. Policies and protocols are in place to guide staff interactions and interventions with children and youth (e.g., behavior management, appropriate verbal and physical interactions with youth) and all staff are trained in them.

f. Policies and protocols are in place to ensure that all staff and volunteers are trained as mandatory reporters. Any suspicions of child abuse and/or neglect must be reported to the appropriate authority, following Colorado state law.

Transportation/Field Trips

1. If the program provides transportation, there are established policies to transport youth safely; the policies comply with all legal requirements for vehicles and drivers. Vehicles used are in proper working order. Programs maintain appropriate levels of insurance coverage and comply with applicable laws of the Colorado Department of Revenue, Motor Vehicles Division.

2. Written permission from parents or guardians is required, including emergency contact information, and written authorization from parent or guardian for emergency medical care. This information should be in the possession of the supervising staff on the field trip.

3. At least one staff member on the field trip should be CPR/First Aid trained and certified and should have a first aid kit in their possession.

4. A list of all youth and staff on the field trip shall be kept at the organization site.

5. There must be an established means of communication between staff and the program office when children are being transported or away from the permanent site on a field trip.

Environment/Safe Place

1. Youth are appropriately supervised at all times according to youths’ ages, abilities, and needs and the level of risk involved in the activity to ensure both physical and emotional safety.

2. Systems are in place to protect children and youth when they move from one place to another.

3. The staff must know who is present at all times within the program site.

4. Each site shall maintain and post appropriate fire and health inspection certificates.

5. The site should have an age-appropriate policy on how participants are released from the program.

6. Written emergency procedures are required that explain at a minimum, how youth will be evacuated to a safe area in case of fire or other disaster and the reporting of reportable communicable illnesses to the local health department pursuant to regulations of the Colorado Department of Public Health and Environment. Appropriate
drills (fire, tornado, lockdown, and emergency evacuation) should be held during the programming period.

7. At least one first aid kit should be fully stocked and readily available on-site at all times.
8. The program should have policies in place regarding use of sunscreen and bug repellent. Policies need to be clearly communicated to parents and guardians, if applicable.
9. The program should have policies in place for medication dispensation, if applicable.
10. Hygienic practices regarding hand washing and toileting shall be in compliance with the requirements of the Colorado Department of Public Health and Environment.
11. The program space and equipment is clean, well-maintained, free of hazards, safe, and age-appropriate.

Food
1. Areas used for food preparation, dish and utensil washing, and storage shall be in compliance with the requirements of the City and County of Denver’s Department of Environmental Health.
2. Youth member dietary allergy information shall be referenced and adhered to when preparing food for any and all participants.
3. Drinking water shall be readily accessible at all times.
## Vendor Information:

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td></td>
</tr>
</tbody>
</table>

### Organization Contacts:

<table>
<thead>
<tr>
<th>REQUIRED CONTACT</th>
<th>NAME</th>
<th>TITLE</th>
<th>PHONE</th>
<th>EMAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Level</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signature Authority</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OST - Program Contact</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YVP - Program Contact</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Invoice schedule:** Monthly (Invoices to be submitted with appropriate back-up to OCAinvoices@denvergov.org)

### To be completed by OCA

**OCA Program:** 2023 OST and YVP Programs

<table>
<thead>
<tr>
<th>Program</th>
<th>Fund</th>
<th>Org</th>
<th>Program Code or Grant ID</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>OST</td>
<td>01010</td>
<td>0103400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>YVP</td>
<td>01010</td>
<td>0103900</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**MAXIMUM CONTRACT AMOUNT**

<table>
<thead>
<tr>
<th>Contract Term:</th>
<th>January 1, 2023 – December 31, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>If selected by Competitive Process, Title of RFX:</td>
<td>2023 Youth Programs RFP</td>
</tr>
</tbody>
</table>

### Contract Summary:

Funding is to support out of school time and/or youth violence prevention activities in 2023.

### Organization Description:

1) **Summary Information** (200 words)
   
   a) Please briefly describe your organization, mission and vision.  
   
   b) Please share specific examples on how you ensure quality and measure success.  
   
   c) Please also share how you support and retain your staff?

2) **Diversity, Equity & Inclusion:** (150 words)
a) Tell us about how your organization ensures diversity, equity, and inclusion within your leadership, structure, and staff, as well as how it reflects and supports the community served.

3) **Collective Impact**: (150 words)

   a.) Describe any existing partners and/or plans to engage new partners. Include who they are and how they enhance your program and benefit participants.

**Program Description:**

1) Please identify the top 2 strategies your organization uses from the list below:

   ____ Provide quality education early in life
   ____ Promote environments that support healthy development
   ____ Connect young people to caring adults and activities
   ____ Strengthen the development of social, emotional and academic skills for youth and adults
   ____ Provide access to mental health supports
   ____ Support work development and opportunities for employment
   ____ Other

**A) OUT OF SCHOL TIME (OST):**

1) **Program:**

   a) Tell us about the population you plan to serve, including basic demographics of participants (race/ethnicity/gender identity, etc.).

   b.) Tell us how participants will be recruited/enrolled and describe your strategies for retaining participants in your program.

   c) Describe how your organization engages the participants to inform program delivery. (surveys, focus groups, etc.)

   d) Describe the policies and practices in place to keep participants physically and emotionally safe in the program.

   e) Please describe what outcomes you hope to achieve, and the dosage hours needed for participants to achieve the intended outcomes.

**B) YOUTH VIOLENCE PREVENTION (YVP):**

1) **Program:**

   a) Tell us about the population you plan to serve, including basic demographics of participants.

   b) Tell us how participants will be recruited/enrolled and describe your strategies for retaining participants in your program.
c) Describe how your organization engages the participants to inform program delivery.

d) Describe the policies and practices in place to keep participants physically and emotionally safe in the program.

e) Please describe what outcomes you hope to achieve, and the dosage hours needed for participants to achieve the intended outcomes.

**Participant service location(s) and outputs:**

<table>
<thead>
<tr>
<th>Physical Street address and name of site (school, church, rec center, etc. If applicable), and council district for 2023 site(s):</th>
<th>OUT OF SCHOOL TIME:</th>
<th>YOUTH VIOLENCE PREVENTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Add rows as needed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site 1: Physical Street Address: Site Name: Council District</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site 2: Physical Street Address: Site Name: Council District:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Number of hours/day of programming:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Number of days/week of programming:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Number of weeks of programming:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Start Date of Programming:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>End Date of Programming:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Number of unduplicated participants to be served at each site:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site 1: Site 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Ages/grades of participants served:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you have multiple sites, please note any major differences between sites:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Budget**: A detailed budget for the entire contract period of 1/1/2023 – 12/31/2023

A) Briefly describe how the funding will be utilized and leveraged (word limit 150)

**BUDGET NARRATIVE**

<table>
<thead>
<tr>
<th>Item</th>
<th>OST</th>
<th>YVP</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Personnel</strong> (employees of organization only)</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Narrative:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fringe Benefits</strong> (percentage of taxes and benefits paid for each employee listed under personnel)</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Narrative:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Travel</strong> (mileage calculated based on current IRS listed rate)</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Narrative:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Equipment</strong> (only used for individual items exceed $5,000 in value)</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Supplies &amp; Materials</strong> (example: office supplies, program materials)</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Narrative:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sub-contracts</strong> (any individual or organization who will receive funds in accordance with the services to be delivered as outlined in this scope of work – e.g. content specific partners, consultants, etc.)</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Narrative:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Direct Costs</strong> (insurance, other program costs, food not to exceed 5%)</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Narrative:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Indirect Costs</strong>: (overhead costs not to exceed 10% of total award)</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Narrative:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL 2023</strong></td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**GOALS:**

Program Goals and Outcomes (Please use a SMART goal format (Specific, Measurable, Attainable, Relevant, Time-Bound)

**OST:** Programs must identify at least three measurable outcome goals, and at least one outcome goal must be focused on social emotional learning (SEL).

(SEL example: changes in behavior, attitude, skills, knowledge) and one program attendance goal

(Example: At least 75 youth will attend 60+ days of the school year program).

**YVP:** Programs must identify at least three measurable outcome goals, with one attendance goal.

Please see examples in Appendix G

<table>
<thead>
<tr>
<th><strong>Out of School Time</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Goal</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Youth Violence Prevention</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Goal</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Compliance & Reporting Requirements**

**General Requirements:**

1) All modifications to the services and/or budget that exceeds 5% in change to any line item must be pre-approved in writing by the Office of Children's Affairs

2) Funds must be used to support direct program services as outlined in the RFP
3) Funding is intended to serve as a supplement, to support keeping doors open for programs by and/or increase/expand existing programming, not to supplant other funding sources.

4) Programs that are not licensed by the Colorado Department of Human Services must meet Minimum Safety Requirements as outlined in Appendix E of the RFP.

5) Programs must ensure all direct service staff participate in the State’s Mandatory Reporter Training.

6) **OST ONLY:** Programs serving Denver Public School students must provide evidence of an active DPS Partnership Agreement and are highly encouraged to have a DPS Data Sharing Agreement and download reports to use applicable data points as part of its reporting.

7) Organizations must ensure its DAAconnect profile is kept up-to-date so current activities are visible on the Youth Program Locator if applicable.
   - Organizations may be required to meet with an Office of Children’s Affairs representative to debrief, share lessons learned about process, programming impact, etc.
   - Organizations will be required to host one site visit for Office of Children’s Affairs staff each year.
   - Organizations are expected to display signage and/or online banners noting that the program receives funding from the Office of Children’s Affairs. The City will provide electronic files that can be printed and/or displayed on websites and other materials.

**Data Tracking/Reports/Surveys:**

1) For each site, programs must electronically track individual attendance for unduplicated students to include the following data:
   a) DPS student ID (DPS student ID is not available for a participant, a unique identifier may be assigned instead)
   b) Number of days attended
   c) Unduplicated and daily attendance
   d) First name
   e) Last name
   f) Date of birth
   g) Race and Ethnicity
      i) Asian, Black/African American, Hispanic/Latinx, Native American or Alaska Native, Native Hawaiian or Pacific Islander, White, Two or more races, Decline to Answer
   h) Gender identity
      i) Male, Female, Gender non-conforming, Data not collected
   i) Require parental consent to share data with the City and its partners for evaluation purposes.
   j) Track the overall number hours, days, and weeks the program is offered. Attendance data must be uploaded by spring, summer, fall to DAAconnect.

2) **Data Collection Waivers for Inclusion in Youth Registration Packets if Organization is not using DAAconnect to register students:**
   - **Sharing Data with the City and County of Denver**
     I give permission to the Organization to release my Child’s identifying information (first name, last name, date of birth, and student ID), attendance records, grades, survey responses and state assessment test (or other test) scores to the City and County of Denver, for the purposes of evaluating the success of the programs and to improve services for my Child.
     I Agree: YES NO
   - **Data Collection - Survey Data**
I give permission for my Child to respond to surveys that assess my Child’s experience with the Organization and provide feedback on programs to gauge if programs are providing a positive impact on my child’s school performance and behavior.
I Agree: YES NO

- **Data Collection - Data Retention**
  My child’s information will be retained for no more than five years and will be used to evaluate the success of the program. My child’s information will be kept confidential, de-identified to the extent possible, and be protected by law and industry standards. My authorization expires in five years but may be revoked or modified by me by contacting the organization at any time. My child’s participation in this program is not conditional to my signing this waiver.
  I Agree: YES NO

### Office of Children's Affairs Contacts:

- Maxine Quintana – Program Manager (Out of School Time)
  Maxine.quintana@denvergov.org
  303-349-5356 (cell)
  [contact for OST program-related questions or budget modifications exceeding 5% of total award]

- Valerie Gonzales – Program Manager/Director (Youth Violence Prevention)
  Valerie.gonzales2@denvergov.org
  303-434-8605
  [contact for YVP program related questions or budget modifications exceeding 5% of total award]

- Felicia Rodriguez - Youth Violence Prevention Program Manager
  Felicia.Rodriguez@denvergov.org
  720-913-0885
  [contact for YVP program related questions or budget modifications exceeding 5% of total award]

- Terra Swazer – Contract Administrator
  Terra.swazer@denvergov.org
  720-913-0878
  [contact for contract and invoicing related questions or budget modifications less than 5% of total award]

- Dominic Diaz – Contract Compliance Coordinator
  Dominic.diaz@denvergov.org
  720-913-0915
  [contact for contract or invoice related questions]
Denver Afterschool Alliance Contacts:

- DAAlearn & DAAadvocate
  info@daalearn.org
  (720) 201-8083
  [contact for information on DAA’s Quality Counts System and summer evaluation]

- DAAconnect
  DAAconnect@denvergov.org
  (720)-201-6313
  [contact for information on the Youth Program Locator and reporting in DAAconnect]
GOALS IN SMART FORMAT

(Please use a SMART goal format (**Specific, Measurable, Attainable, Relevant, Time-Bound**)

**OST**: Programs must identify at least three measurable outcome goals, and at least one outcome goal must be focused on social emotional learning (SEL).

(SEL example: changes in behavior, attitude, skills, knowledge) and one program attendance goal.

(Example: At least 75 youth will attend 60+ days of the school year program).

**YVP**: Programs must identify at least three measurable outcome goals, with at least one attendance goal.

<table>
<thead>
<tr>
<th>Goal</th>
<th>Measurement</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>75% of youth who indicate to staff that they are experiencing trauma, depression, suicidal ideation, substance misuse, etc. will participate in at least one session with the Love Center on-site mental health specialist, to become more self-aware of emotions and how to manage them.</td>
<td>As evidenced through personal report and self-assessments, youth identified as “at risk” will be paired with the appropriate mental health therapist to engage in on-site mental and behavioral health services. Youth survey Day-leadership staff survey of youth behavior. Staff behavior management notes.</td>
<td>Assessments will be completed at intake; youth will receive services on an as-needed basis throughout the duration of their participation. Results will be made available by December 31, 2022 and at each change in program through the end of the fiscal cycle.</td>
</tr>
<tr>
<td>Among middle and high school students who participate in the year-round after-school program, 60% of them will demonstrate improved social-emotional skills associated with problem-solving and conflict resolution as.</td>
<td>Through the curriculum-based mentor program and consistent engagement in programming, we expect to see these improvements overtime. Our staff and IC will observe and maintain appropriate reporting in improvements. Youth Survey, and (SAYO?) SELPQA</td>
<td>By December 31, 2022 and at each change in program through the end of the fiscal cycle</td>
</tr>
</tbody>
</table>
## 2023 Youth Programs -- Budget Form

### Overall Organization Budget/Revenue

Please provide the overall organizational budget and funding sources for the organization. This helps tell the overall picture of your organization’s funding streams.

<table>
<thead>
<tr>
<th>Source</th>
<th>Committed</th>
<th>Pending</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Government Awards <em>(please list all, including other City funds, state funds (21CCLC), etc.)</em> <em>(add rows as needed)</em></td>
<td>(total)</td>
<td>(total)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Government Award 1 -</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Government Award 2 -</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foundations <em>(please list - add rows as needed)</em></td>
<td>(total)</td>
<td>(total)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Foundation 1 -</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fees/Earned Income</td>
<td>(total)</td>
<td>(total)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Donations/Corporate/Individual Support</td>
<td>(total)</td>
<td>(total)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other (please list)</td>
<td>(total)</td>
<td>(total)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>