



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number:	7066-19
RFP Title:	Countywide Coordinated Entry & Diversion Services
Pre-Proposal Meeting:	N/A
RFP Questions Due:	October 15, 2019
Submittal Due Date:	October 25, 2019
Email Address:	purchasing@bouldercounty.org
Documents included in this package:	Proposal Instructions Terms and Conditions Specifications Insurance and W-9 Requirements Submittal Checklist Evaluation Criteria Signature Page Appendix A-C Sample Contracts: Boulder County, City of Boulder, City of Longmont



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PROPOSAL INSTRUCTIONS

1. Purpose/Background

The following Request for Proposals (RFP) is released to procure services required for the operation of the Homeless Solutions for Boulder County (HSBC) system. Specifically, the HSBC requests responses for services to be procured to meet the varying needs of individuals experiencing homelessness. The services open for procurement under this RFP include the following:

- **Coordinated Entry, including Diversion Services, to be provided countywide:** The most responsive, responsible proposer will be awarded the provision of this service, which must be provided in the cities of Boulder and Longmont.
- **Navigation Services for the City of Boulder:** The most responsive, responsible proposer will be awarded the provision of Navigation Services countywide or for the provision of services for the city of Boulder.
- **Navigation Services for the City of Longmont:** The most responsive, responsible proposer will be awarded the provision of Navigation Services countywide or for the city of Longmont.

Please note that a single proposal may be submitted for all or multiple services. Such proposal may be submitted by one organization or through a collaborative application with a designated lead organization.

The following is an estimate of the decision-making schedule for all requests under this RFP:

Event	Date
Request for Proposals Released	Sept. 23, 2019
Proposals Due	Oct. 25, 2019 - 2PM
Funding Announcement	Nov. 8, 2019
Contract Negotiation	Nov. 11- Dec. 31, 2019
Contracts executed	Jan. 1, 2020

2. Written Inquiries

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **October 15, 2019**. A response from the county to all inquiries will be posted and sent via email no later than **October 18, 2019**.

Please do not contact any other county department or personnel with questions or for information regarding this solicitation.

3. Submittal Instructions

Submittals are due at the Administrative Services Information Desk or email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on October 25, 2019**.

Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 50MB capacity. NO ZIP FILES ALLOWED. Electronic submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **RFP # 7066-19** in the subject line.

-OR-

US Mail One (1) unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **RFP # 7066-19**, to the Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.

All RFPs must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the proposer to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the proposer.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.



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TERMS AND CONDITIONS

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1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
 2. Each proposer will furnish the information required in the Request for Proposals.
 3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
 4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
 5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
 6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
 7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the Administrative Services Information Desk prior to the time indicated in the "Request for Proposals."
 8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
 9. Any interpretation, correction or change of the RFP documents will be made by

Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.

10. Confidential/Proprietary Information: Proposals submitted in response to this "Request for Proposals" and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract will be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**

The Boulder County Attorney's Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.

11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel's website: <http://www.colorado.gov/dpa/>.



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SPECIFICATIONS

A. Definitions

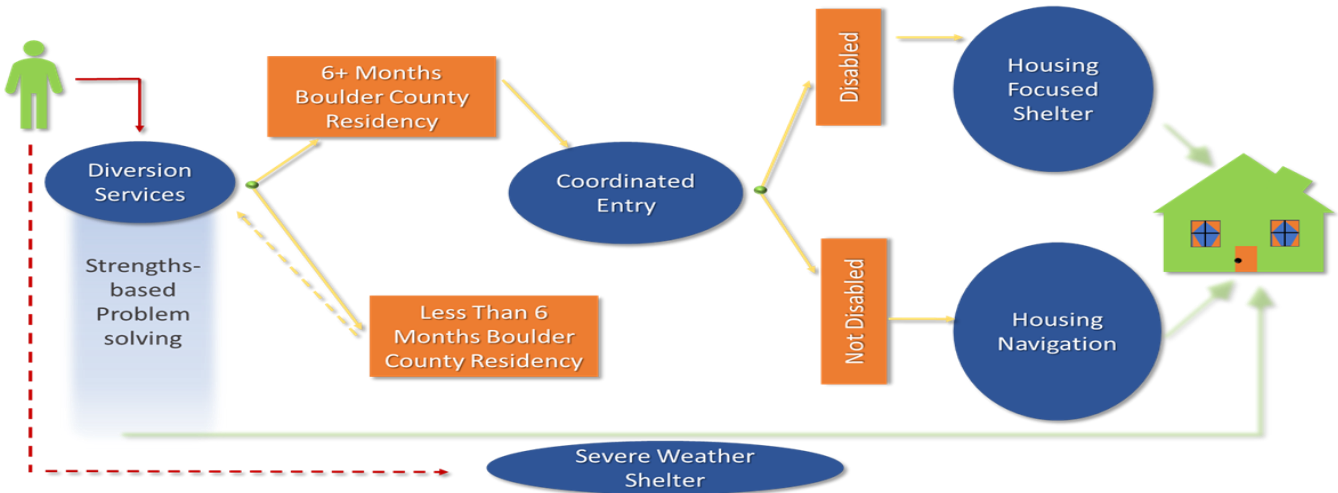
Coordinated Entry (CE) is a two-step process that provides immediate resolution services, where possible, to persons experiencing homelessness in Boulder County and strategically aligns shelter services with client needs. Step One consists of Diversion Services which are problem solving responses to housing crises that can be resolved within three days, can be addressed with little to no financial assistance, and which involve minimal sheltering. Step Two for a person who has resided in Boulder County for six months or more and cannot be diverted from the homelessness response system is a System Entry Assessment (formerly referred to as a CE Screener). The System Entry Assessment will screen such persons to either the Housing Focused Shelter or Navigation Services, depending on severity of sheltering need.

Navigation Services are designed for individuals experiencing homelessness who may require short-duration case management and may or may not need an accompanying short stay in shelter of approximately 7 days with a limited number of extension if the client is actively engaged in a housing-focused case plan. Navigation clients, however, are not expected to have a level of acuity that suggests referral to the Boulder Shelter for the Homeless for Housing Focused Shelter. Services may include: brief case management, connection to mainstream services, reunification services, financial assistance, short-term shelter, or identification of housing options and resource and referral services. Only individuals who have lived in the County six months or longer can access Navigation Services.

Housing Focused Shelter (not a part of this RFP) is provided by the Boulder Shelter for the Homeless for disabled longer-term Boulder County residents. The facilitation of client exits to permanent housing opportunities is the continual focus of client interaction with targeted, planned housing focused efforts. Most housing is provided through Permanent Supportive Housing or other well-supported housing options. Only individuals who have lived in the County six months or longer can access Housing Focused Shelter.

B. Service Requirements: Coordinated Entry

The following illustrates client flow through the Coordinated Entry process:



B1. Diversion Services

Diversion services (see Appendix A for more information), included within Coordinated Entry, are designed to promote the resolution of immediate housing crises. It is a service that should be flexible and tailored to each client's needs. Diversion Services do not always include financial assistance. The Diversion Specialist should help guide clients to resources or supports, including helping them access other services such as family reunification, conflict resolution, mental health services, transportation, or other services which will resolve their housing crises.

Both Diversion Services and System Entry Assessments are to be administered by the Coordinated Entry and Diversion Specialist (CEDS). Clients who have been in Boulder County for less than six months will only receive (be eligible for) Diversion Services and will not complete the System Entry screen.

The minimum requirements of the provider as they relate to Diversion Services¹, include:

- Implement the proposed Diversion Services Model with fidelity, including:
 - Hire appropriate staff with requisite experience or skillset to effectively assist the client in creating an action plan and to guide services toward resolution. Such services may include:
 - Provision of conflict resolution/facilitation with landlords or family/friends with whom the individual was formerly staying
 - Reunification Assistance – services directed to reunifying the individual with housing and support network options, usually with family or friends. Costs usually involve transportation-related expenses such as bus tickets, car repairs, or gas cards, but such assistance may take the form of conflict resolution or other non-financial methods.
 - In limited cases, move-in cost assistance not to exceed program limits and which meet the standards set forth by the HSBC.

¹ For a sample job description please see Attachment C titled Diversion Specialist

- Have staff available for clients as they present to Coordinated Entry. Appointments can be made following the initial assessment to follow up on needed actions and more in-depth stability planning.
- Provide Diversion Services during hours of operation.
- Thirty days following client participant assistance in the Diversion Services program, the CEDS will make reasonable effort, as determined through the contract, to follow-up with the client to determine the success of the Diversion Services program. Such follow up will be made in the form of a phone call or email, and the CEDS should document any follow-up activities;
- Ensure that participants' needs are successfully resolved, with the goal of same-day resolution, and set appropriate expectations about shelter availability, with stays that do not exceed 3 days in duration;
- Manage the Diversion Services budget in ways that maximize the number of individuals that can be served and document expenditures in a manner consistent with contract requirements;
- Enter all information required for Boulder County Connect within the time periods established between the Provider and Boulder County Connect, and meet data quality and completeness thresholds;
- Participate in HSBC workgroups as applicable;
- Work collaboratively and constructively with County, the City of Boulder, the City of Longmont, and service partners to support and improve system efforts in alignment with established HSBC goals, strategies, and initiatives.

The CEDS will determine through a one-on-one conversation if diversion is an appropriate intervention for the individual. If the CEDS and the client determine that sheltering services and longer-term housing options are required and the individual has resided in Boulder County for at least 6 months, the person will continue the Coordinated Entry process and will be referred to the appropriate program.

B2. System Entry Screening

Boulder County, the City of Boulder, and the City of Longmont are requesting proposals to provide countywide Coordinated Entry services (CE), including Diversion Services, for adults experiencing homelessness in Boulder County (see Appendix A for more information). The goal of system entry screening is to match individuals experiencing homelessness who cannot be diverted from the system with the most appropriate resources as quickly as possible, based on standardized assessment results and referral protocols at defined community entry points. The following are requirements of the vendor chosen for system entry screening:

- Provide standardized screening to all adults not in the Diversion program, utilizing the identified screening tool and prioritization criteria;
- Implement CE standardized procedures with fidelity to the CE entry model;
- Provide CE screening services for the cities of Boulder and Longmont²:
 - In the City of Boulder, CE services will take place at 2691 30th Street through May 31, 2020 for a total of 40 hours per week. Selected provider will work with HSBC to identify and secure a location for CE services after May 31, 2020.
 - In the City of Longmont, vendor will work with government officials to identify and secure agreed upon location for a total of 40 hours per week.
- Provide innovative solutions to address remote screening for individuals experiencing homelessness that may need remote access support, where applicable;
- Provide referral to Navigation Services for any individual that screens appropriate for that service;
- Provider referral to Housing Focused Shelter for any individual that screens appropriate for that service;

² Cities of Longmont, Boulder, and Boulder County are working to identify service locations beginning in January 2020 in Longmont and June 2020 in Boulder and will collaborate with selected proposers to align program implementation with selected sites

- Enter all System Entry screening information into Boulder County Connects (BCC) within 24 hours of conducting a screen;
- Participate in HSBC Management Board, Systems Committee and, as appropriate, Evaluation Committee meetings; and
- Work collaboratively, constructively, and effectively with County, City of Boulder, City of Longmont, and service partners to support and improve system efforts. This includes but not limited to effective and solution-based communication.

C. Service Requirements: Navigation Services

The cities of Boulder and Longmont will contract with one or more vendors to provide Navigation services.

C1. Navigation Services

Navigation Services are designed for moderate or lower needs individuals, who will require limited assistance getting back into permanent housing and have resided in Boulder County for at least 6 months. Navigation participants work with staff to develop a Navigation Plan to resolve their housing situation, with a goal of obtaining stable housing in seven days or less. Shelter beds are available to Navigation clients. After each seven-day Navigation Plan, the case manager and the client review progress and determine the need for an additional plan.

The major differences between Navigation Services and Diversion Services are the length of services and the resources that come to bear. Diversion Services aim to quickly identify solutions to housing crises (with limited or no sheltering), and Navigation Services require more interaction and housing focused case management.

The Navigation Services program focuses on obtaining and maintaining housing prior to addressing other client personal goals and challenges, consistent with Housing First principles.

The following represent the minimum requirements of the Navigation Services provider:

- Coordinate closely with the CE service provider to accept referrals into Navigation Services for homeless single adults assessed through CE as appropriate for Navigation Services. Coordination with the CE provider will include transfer of CE assessment information so that clients do not have to repeat information gathering processes included in CE.
- Provide services at a pre-approved location. After May 31, 2020, sheltering for City of Boulder Navigation Services program participants will be conducted at the Boulder Shelter for the Homeless. Case management services will be provided at a location to be determined. Sheltering and case management service locations for City of Longmont Navigation Services are to be determined.
- Provide resolution services to individuals who are able to quickly resolve their housing crises with minimal sheltering and case management intervention.
- Develop a Navigation Plan for short-term Navigation Services with clients not able to resolve through Diversion Services and provide daily case management interaction with clients on Navigation Plan progress. Short-term Navigation Service supports for clients in Navigation Plans include:
 - Identification of housing options (leveraging existing Homeless Solutions for Boulder County (“HSBC”) resources, as appropriate)
 - Conflict resolution with landlords or family/friends with whom the individual was staying, leveraging community resources for this service as available and appropriate

- Housing search assistance for individuals in need of new housing (i.e., where conflict resolution is not effective or not an option), including engaging with landlords to overcome resistance to housing clients as needed
 - Reunification assistance to help clients identify family members, friends, and other support networks that could assist in the client’s return to housing stability. When support networks are identified outside of Boulder County, Navigation Services would also provide transportation to enable reunification.
 - Financial assistance to enable re-housing (leveraging existing HSBC resources, including rapid re-housing, as appropriate).
 - Core expenses: rental assistance and move-in assistance (e.g. security deposits, utility deposits).
 - Flexible funding to overcome barriers individuals face in getting back into housing.
 - To maximize resources, individuals should only be provided with the financial assistance necessary to stabilize in housing outside of the shelter system
 - Connection to mainstream services to resolve long-run income/housing expense imbalances and other support services
 - Coordination of legal assistance, Medicaid, SNAP, SSI/SSDI, workforce development, medical and mental health services, etc.
 - Other support services include leveraging existing programs to secure free or low-cost state identification (“ID”) and bus passes to support completion of activities defined by the client’s Navigation Plan.
- In the City of Longmont, provide overnight sheltering for up to 50 people accessing Navigation Services each night, year-round. Sheltering services for City of Boulder Navigation Services clients are not funded through this contract.
- Provide phone, computer, and internet access for clients to complete Navigation Plan activities, as available.
- Provide transportation assistance in the form of bus tickets to clients in pursuit of Navigation Plan activities.
- Utilize a client portal system to enter all client data and to provide reports to the HSBC, in accordance with the metrics determined through the ongoing planning process and ensure data quality and completeness to the standards set forth by the HSBC. The current client portal system is provided by Boulder County Connect.
- Ensure adequate staffing to oversee crowd control, security, and logistical support to ensure effective on-site management of services and surrounding area to maximize client customer service and to minimize surrounding business impacts. Case management hours (1 FTE or 40 hours for City of Boulder; up to 2 FTE or 80 hours for City of Longmont) must be provided at a level and amount sufficient to meet daily client needs and pre-determined through the contract(s) with the program funder (i.e., City of Longmont, City of Boulder).
- Participate in HSBC Management Board, Systems Committee, and Evaluation Committee meetings, as applicable;
- Work collaboratively and constructively with County, the City of Boulder, the City of Longmont, and service partners to support and improve system efforts in alignment with established HSBC goals, strategies, and initiatives.



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS

General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products Completed Operations Aggregate 3 years Products/Completed Operations
Automobile Liability	\$1,000,000 Each Accident *Including Hired & Non-Owned Auto
Worker's Compensation and Employer's Liability	Statutory limits
Professional Liability or Errors and Omissions	\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 2 years
Privacy/Cyber Liability	Contractors with 10 or fewer County clients: \$50,000 Contractors with 11 – 15 County clients: \$500,000 Contractors with more than 25 County clients: \$1,000,000

Note that the above insurance amounts are the minimum required for this project. **Proof of current insurance must be provided with your proposal in the form of a sample certificate or your proposal will be deemed non-responsive.** If you require a waiver of insurance requirements (e.g. Workers' Compensation and sole proprietorships) you may request one in your response with an explanation.

New certificates will be requested if the contract process takes more than 30 days after an award.

W-9 REQUIREMENT

Provide a copy of your business's W-9 with your proposal.



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SUBMITTAL SECTION

The proposer’s attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the PROPOSAL.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE: Proposer will check each box indicating compliance:

INCLUDED	ITEM
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this RFP. Specifically list any deviations and provide justification for each deviation.
	Submit three references for similar projects your company has completed within the last three years and contact information
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)

Part II: Proposal Format

A. Coordinated Entry Services

Contract dates of service for CE are as follows:

- January 1, 2020 through December 31, 2020 with the option for a one-year contract extension.

Funding for CE is contingent on approval of funds from county and city governments. Requested funding may not exceed:

- \$180,000: County Funding for staff and expenses

- \$137,500: City of Boulder Diversion Services Direct Financial Assistance
- \$40,000: City of Longmont Diversion Services Direct Financial Assistance

Eligibility

Existing 501(c)(3) nonprofit agencies or governmental entities with experience in providing related/similar services to homeless adults. Providers must be able to provide services at (a) physical location(s) in Boulder County and demonstrate experience in homeless services and planning. Interested entities should also be willing and able to obtain insurance coverage and liability per procurement requirements of local governments. Proposals may be submitted for one or multiple services under this RFP.

Organizations may submit as a collaborative. If a collaborative proposal is submitted, the proposal must include attachments which include a discussion of delineated roles and responsibilities, a drafted Memorandum of Understanding or other documentation of intent to collaborate; and a consortium must designate a lead agency as a fiscal agent and government contractor, with other agencies acting as subcontractors to the lead agency. These attachments will not impact the overall submittal page limit.

Deadline for Submittals

Interested entities should submit proposals no later than October 25th, 2019 at 2:00 pm via email to purchasing@bouldercounty.org. **Late proposals will not be accepted**, and the email submittal deadline will be determined by the time stamp of the Boulder County email system. To ensure that emails are received by Boulder County HHS before the deadline, proposers are strongly encouraged to submit responses to this RFP well in advance of the deadline.

Boulder County and the cities of Boulder and Longmont will review responses to this request and provide letters of notification by Friday November 8th, 2019 via email. Responses will be evaluated based on strength of experience, appropriate budget, responsiveness to RFP, and the qualifications of the proposer.

An accepted proposal does not guarantee funding or preclude a further detailed proposal and budget. An organization or collaborative with an accepted proposal will enter into contract negotiations with Boulder County and/or the cities of Boulder and Longmont. Contracts are contingent upon ability of organization and local government funders to reach agreement on services and budget during contract negotiations. Successful proposers may have contracts with more than one local government agency, depending on the services proposed and accepted.

Proposal Narrative

Provide a narrative of the program using the questions outlined below. Use a standard font no smaller than 11 point and include the headings provided below. It is not necessary to repeat the text of the questions. Respondents are not required to submit the full number of pages, but content that exceeds a 15-page maximum will not be reviewed.

1. Complete the following table:

Applicant Information

Name and Title of the main contact for this RFP:	
E-Mail Address:	Phone:
Mailing Address, City, State, Zip:	
Website:	

2. Provide Information Regarding Experience and Qualifications

- a) **Agency experience providing similar/related services to target population:** Please describe the organization’s and/or the collaborative’s experience providing services related or similar to CE for adults experiencing homelessness. Include a description of any countywide homeless services provided by the organization or collaborative, connection to county/regional housing resources and programs; and role of the organization in countywide homeless services planning. Emphasis should be made on the organization’s or the collaborative’s experience in providing diversion services, if applicable. For collaborative applications, experience in the specific areas addressed by each entity should be discussed.

- b) **Qualifications to provide CE countywide:** Describe the organization’s and/or the collaborative’s qualifications and particular strengths/unique advantages as the potential countywide CE vendor, including ability to effectively integrate services seamlessly with a Navigation vendor(s) in Boulder and Longmont, the Housing Focused Shelter (Boulder Shelter for the Homeless) vendor, and other key partners. Note experience with, and ability to effectively interface with, the Boulder County Connect system or other homeless information management systems.

- c) **Approach to providing CE countywide:** Describe the organization’s and/or the collaborative’s approach to implementing CE, within the context of the countywide HSBC system (see Appendices A, B and C for information on Coordinated Entry and Diversion). Include:
 - 1) Staffing
 - i. Anticipated number and classification of staff for each site;
 - ii. Staff qualifications and planned training. Note that Diversion best practice literature states that diversion specialists often have different skill sets and training than traditional case managers, and people with case management backgrounds

may not be good diversion specialist candidates for this reason. Explain how your organization will ensure appropriate staffing in this context.

- iii. Identified staff (currently employed) that meet criterion reflected in Attachment
 - iv. If hiring will occur after award, speak to hiring practices and efforts to hire to best practice standards
- 2) Implementation
- i. Timeline required for implementation given Jan. 1, 2020 start date;
 - ii. Approach to management and oversight of program;
 - iii. Approach to leveraging existing community outreach mechanisms;
 - iv. Approach to integrating CE Delivery (including fixed and mobile site approaches) into the overall homeless response system
- 3) Collaboration
- i. Approach to coordination of services with the Navigation Services and Housing Focused Shelter vendors;
 - ii. Approach to partnership, feedback and program adjustment with clients, homeless services and safety net agencies, local government and other key stakeholders as CE program is implemented;
- 4) Potential barriers to implementation of CE and strategies to overcome them
- 5) Any additional relevant information about the organization’s and/or collaborative’s approach to countywide CE provision

Part III: Financial Attachments (does not count against the proposal page limit)

1. Anticipated Program Sources of CE Funding

Complete the table below indicating anticipated funding sources for CE. Add rows to fit the agency funding categories if necessary. Indicate 0% for categories that do not apply.

Proposed Total CE Budget

Percentage	Amount	Funding Source
%	\$	Government grants or contracts (federal or state)
%	\$	Local government grants or contracts (county or city)
%	\$	Foundations
%	\$	Business sponsorships
%	\$	Individual contributions
%	\$	In-kind contributions (optional)
%	\$	Other (please specify):
%	\$	TOTAL (should equal 100%)

2. Current organization resources to be leveraged for CE: Briefly describe existing organization resources (staff, infrastructure, other) that can be leveraged/re-purposed in relation to the proposed services. Note these items in detailed program budget for section 3 below.

3. Detailed CE Program Budget and Narrative: Please include a separate budget for Coordinated Entry using an Excel Spreadsheet. Budgets must be line item and provide breakouts for the following cost categories:

- a. Staff Salaries
- b. Benefits costs
- c. Projected Service Expenditures

- d. Administrative Costs
- e. Indirect – Indirect cannot exceed 10% of the overall budget
- f. Any in-kind or cash support described in 2, above.

With the budget, provide a brief narrative describing how costs were derived.

Navigation

Contract dates of service are as follows:

- Longmont Navigation: January 1, 2020 through December 31, 2020
- Boulder Navigation: June 1, 2020 through December 31, 2020 with the option for a one-year contractual extension.

The amount of funding available Navigation are as follows:

- Maximum of \$88,750: City of Boulder Navigation Services for a seven-month period
- Maximum of \$400,000: City of Longmont Navigation Services

Eligibility

Existing 501(c)(3) nonprofit agencies or governmental entities with experience in providing related/similar services to homeless adults. Providers must be able to provide services at (a) physical location(s) in Boulder County and demonstrate experience in homeless services and planning Interested entities should also be willing and able to obtain insurance coverage and liability per procurement requirements of local governments. Proposals may be submitted for one or multiple services under this RFP.

Organizations may submit as a collaborative. If a collaborative or jointly, proposal is submitted, the proposal must include attachments which include a discussion of delineated roles and responsibilities; a drafted Memorandum of Understanding or other documentation of intent to collaborate; and a consortium must designate a lead agency as a fiscal agent and government contractor, with other agencies acting as subcontractors to the lead agency. These attachments will not impact the overall submittal page limit.

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Proposal Narrative

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1. Complete the following table:

Applicant Information

Name and Title of the main contact for this RFP:	
E-Mail Address:	Phone:
Mailing Address, City, State, Zip:	
Website:	
Proposal on (select one): <ul style="list-style-type: none">• Boulder Navigation• Longmont Navigation• Countywide Navigation	

2. Provide Information Regarding Experience and Qualifications

- a) **Agency experience providing similar/related services to target population:** Please describe the organization’s and/or collaborative’s experience providing services related or similar to Navigation Services for adults experiencing homelessness.

- b) **Qualifications to provide Navigation Services:** Describe your organization’s and/or collaborative’s qualifications and particular strengths/unique advantages as the potential vendor of these services, including the organization’s and/or collaborative’s ability to collaborate with the Housing Focused Shelter (Boulder Shelter for the Homeless) vendor and other key partners. Note experience with, and ability to effectively interface with, the Boulder County Connect system or other homeless information management system.

- c) **Approach to providing Navigation Services:** Describe the organization’s or collaborative’s approach to implementing Navigation for the HSBC system (see Appendix C for information on Navigation Services). Include:
 - 1) Staffing
 - i. Anticipated number and classification of staff;
 - ii. Staff qualifications and planned training.
 - 2) Implementation
 - i. Timeline required for implementation given identified service start dates;
 - ii. Approach to management and oversight of the Navigation program;
 - iii. Approach to leveraging existing community outreach mechanisms.
 - 3) Collaboration
 - i. Approach to coordination of services with the Housing Focused Shelter provider (Boulder Shelter for the Homeless);
 - ii. Approach to partnership, feedback and program adjustment with clients, homeless services and safety net agencies, local government and other key stakeholders;
 - 4) Potential barriers to implementation of Navigation and strategies to overcome them
 - 5) Any additional relevant information about the organization’s and/or collaborative’s approach Navigation Services provision

Part IV: Financial Attachments (does not count against the proposal page limit)

1. Anticipated Program Sources of Navigation Funding

Complete the table below indicating anticipated funding sources for Navigation Services. Add rows to fit the agency funding categories if necessary. Indicate 0% for categories that do not apply.

Proposed Total Navigation

Percentage	Amount	Funding Source
%	\$	Government grants or contracts (federal or state)
%	\$	Local government grants or contracts (county or city)
%	\$	Foundations
%	\$	Business sponsorships
%	\$	Individual contributions
%	\$	In-kind contributions (optional)
%	\$	Other (please specify):
%	\$	TOTAL (should equal 100%)

2. Current organization resources to be leveraged for Navigation: Briefly describe existing organization resources (staff, infrastructure, other) that can be leveraged/re-purposed in relation to the proposed services. Note these items in detailed program budget for section 3 below.

3. Detailed Navigation Budget and Narrative: Please include separate budgets for the Navigation Services using an Excel Spreadsheet. Budgets must be line item and provide breakouts of the following cost categories:

- a. Staff Salaries
- b. Benefits costs
- c. Projected Service Expenditures
- d. Administrative Costs
- e. Indirect – Indirect cannot exceed 10% of the overall budget
- f. Any in-kind or cash support described in 2, above

With the budget, please provide a brief narrative describing how costs were derived.



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

EVALUATION CRITERIA

The proposals will be reviewed by a selection committee. The committee may request additional information from vendors or request interviews with one or more vendors. Final evaluation and selection may be based on, but not limited to, any or all of the following:

- Section A: Organizational Information
- Section B: Program Information
- Section C: Budget/Budget Narrative
- Section D: Other Requirements
 - Ability to hire to Diversion
 - Reflect ability to collaborate with other organizations
 - Experience with data collection and reporting
 - Experience with running similar programs

A scoring matrix with the order and priority of criteria to be used by the county in its evaluation and selection process is shown below:

Description	Points
Section A: Organizational Information	25
Section B: Program Information	30
Section C: Budget/Budget Narrative	30
Section D: Other Requirements	15
Total Possible	100



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

SIGNATURE PAGE

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name, Title, and Email Address of Person Authorized to Contract with Boulder County	
Company Address	
Company Phone Number	
Company Website	

By signing below I certify that:

- I am authorized to bid on my company's behalf.
- I am not currently an employee of Boulder County.
- None of my employees or agents is currently an employee of Boulder County.
- I am not related to any Boulder County employee or Elected Official.
- (Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

**Signature of Person Authorized to Bid on
 Company's Behalf**

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.

Appendix A: Diversion Services Description

1. General Description of Diversion Services

Diversion services are offered to homeless persons presenting to Coordinated Entry Diversion Services who as a result of a CE screen are determined to have been in Boulder County for any length of time and are in need of services that might immediately resolve their situation. They may also be individuals that have been in the County less than six months.

Successful diversion services should eliminate the need for sheltering services. However, short stays in shelter (up to three days) may be necessary as part of a diversion plan. Shelter beds are only available for Diversion Services clients when all of the following are met:

- A diversion plan is put in place at the time a client is seeking emergency shelter;
- The plan requires some additional time to implement;
- There are no other safe, temporary housing options; AND
- There are beds available in the Housing-Focused Shelter (HFS), Navigation or Severe Weather Shelter programs (HFS and Navigation shelter beds are prioritized for participant placement through the Coordinated Entry process).

Clients who enter shelter as part of a diversion plan meeting the criteria above and who exit to housing within three days of shelter entry are considered successfully diverted.

The Coordinated Entry and Diversion Specialist (CEDS) can work with the person for up to three days to locate housing options. During this time period, sheltering is only available if sheltering programs have available beds. This bed availability may change from night to night and is not guaranteed to Diversion Services clients. In no case will shelter beds be available to a Diversion Services client for more than three nights. During the winter season, and when the Severe Weather Shelter (SWS) is in operation, Diversion Services clients may utilize SWS beds.

If an individual returns to homelessness after receiving financial assistance through Diversion Services, the individual may be eligible for Diversion Services again if the individual is not actively receiving financial or sheltering assistance through an HSBC partner agency. However, any individual who receives transportation assistance as part of reunification would not be eligible to receive such transportation assistance a second time. Diversion Services, in the form of financial assistance, can only be received by an individual two times in a twelve-month period.

2. Standards for the CEDS

Diversion Services are provided by the CEDS. The CEDS should have a background or experience with problem solving, rather than solely case management experience. It is important to focus on the creative solutions required for the current housing crisis rather than on providing a holistic solution to the client's barriers to self-sufficiency. The CEDS should be able to actively listen to the client and to be able to facilitate the client's work toward finding a solution. The CEDS should demonstrate trustworthiness to clients through direct communication and follow-through with expectations.

The CEDS should be compassionate but maintain personal boundaries. The CEDS should demonstrate the ability to separate the emotional context of the situation from the actual issues faced by the client. As such, the CEDS should be able to see the person's need for resources in the context of all available resources and be able to remain objective and fair.

The CEDS should focus on future actions rather than the past, and the CEDS should help the client to focus on "what's next." The CEDS works *with* the client as opposed to doing things *for* the client. The CEDS

should empower the client to resolve the housing crisis while engaging only when the client demonstrates an inability to engage in problem solving.

Conversations between the CEDS and the client should be focused on an individual's housing situation, resources, and ability to identify and obtain safe housing options outside of the HSBC homeless services system. The role of the CEDS is to engage the client in open-ended questioning and through interactive problem-solving in order to reach an agreed upon action plan. Important characteristics of these conversations include:

- Using motivational interviewing techniques and trauma-informed methods
- Following the lead of the client and not inhibiting the client's activities to self-resolve the housing crisis
- Being an accessible advocate to landlords and debt-collectors
- Providing conflict resolution on the client's behalf
- Sharing resources and ideas for housing search and actively connecting individuals with these available resources
- Connecting households to longer term supports
- Facilitating financial assistance when non-financial resolution is not possible
- Encouraging clear, actionable steps that the client can achieve

The CEDS screening document, to be provided, is meant to be a framework for the conversations held with the client. Some information is needed for tracking purposes, and the screening document will include such demographic and situational data important to overall program evaluation. However, the Diversion Services section of the screening document also relies on more open-ended questions necessary to determine solutions. Conversations may include the following questions/topics:

- *Where was the last place you slept where you were housed and felt safe?* The initial screening document covers the basic, most recent sleeping arrangements to ensure the client meets homeless status but framing the question in this way opens to client to a discussion of safety and furthers the discussion to the possibility of returning to this housing.
- *Even if it is temporary or means staying with someone you know, can you think of any housing options that might be available to you tonight or in the next few days?* Staying in a shelter can be traumatic, and sheltering may not be available to a Diversion Services client. This question is framed to have the client explore options and be more empowered in housing decisions. It also helps the Diversion Specialist start the conversation about alternatives to sheltering.
- *What needs to change or happen in order for you to stay with a friend or your family? Can those issues be resolved by conflict resolution?* This question is a follow up when the client reports that there are no options identified in the question above. The goal is to open channels of communication to allow for reunification.
- *What resources or steps would you need to obtain housing on your own?* This should lead to a broader conversation about landlord advocacy, transportation, or other needed services.

If a client was unsuccessful in securing housing placement while participating in diversion services but would otherwise qualify for sheltering services under Coordinated Entry, the client should be return to the coordinated system.

3. Examples of Diversion Services

Outcomes of Diversion Services should be tracked and entered into the Boulder County Connect system, utilizing the standard definitions and appropriate types developed by the Boulder County Connect system.

On a more specific level, Diversion Services may involve a variety of interventions. The list below is meant to be illustrative and is not exhaustive:

- Conflict Resolution with landlords
- Conflict resolution with roommates, family, or friends
- Transportation costs associated with family reunification
- Connection to mainstream benefit services
- Move-in costs, including security deposit, first month rent, truck rental, etc. (limited to clients who have resided in Boulder County for six months or longer or meeting specific requirements listed below in the financial assistance discussion)
- Payment of arrearage when such payment is directly associated with maintaining existing housing or obtaining new housing and where the client has a demonstrated ability to maintain housing after assistance is provided
- Gas card for relocation purposes
- Assistance in securing Identification, birth certificates, social security cards, etc.
- Certifications or license fees related to school or employment. This is meant to be for one-time expenses (for example: an individual has completed all coursework and has employment lined up but needs assistance with the fee to take a certification exam necessary for the employment).
- Car repair bills or payment of other unexpected bills which impact housing stability
- In-region transportation. This form of transportation would be targeted and not ongoing (e.g., bus passes to get to and from the Veterans Affairs office in Denver for an appointment to secure veteran housing).

Ineligible Diversion Services

The Diversion Services program is not a rental assistance program, it is one-time assistance to help secure a housing solution outside of the homeless housing system. Diversion Services cannot be used to access other homeless housing programs within the HSBC system. The HSBC system includes transitional housing, rental assistance, rapid re-housing, and permanent supportive housing programs. Diversion Services are designed to function outside of the homeless system and to allow for more prioritized spending of HSBC resources on vulnerable, long-term homeless community members.

Ineligible financial assistance includes:

- Security deposits, utility deposits, and/or rent payments for Boulder County residents of less than six months. Move-in services such as truck rental or minimal costs may be eligible.
- Expenditures in excess of \$1,500
- Hotel or Motel stays
- Rental arrears or rent payment where the client does not have a demonstrated financial ability to maintain housing and/or has not resided in Boulder County for six months or more
- Purchase of items such as a car, RV, or other items considered an asset
- Cable television, vehicle parking, or other costs not directly resulting in an immediate housing placement.

Financial Assistance

The Diversion Services program is designed to be flexible in its assistance, with a progressive engagement approach. Efforts should be made to first identify methods of housing stabilization which are of no cost to the client or to the program such as family reunification or tenant mediation. However, when the CEDS has determined that funds are required to meet a client's needs, such funding may not exceed \$1,500 per client. All tenancy-related financial assistance will be paid directly to the landlord and not to the client.

Persons Residing in Boulder County for Less Than Six Months

Diversion Services funding cannot be used for move-in costs for persons who have resided in Boulder County for less than six months. Payment of rent in cases other than move-in is not an eligible program expense for persons residing in Boulder County for less than six months. Persons who have not resided in Boulder County for six months or more can only receive financial assistance in the form of rental arrearage payment when payment of such arrearage is part of a reunification plan and where such payment will directly allow the person to return to housing.

Move-In Expenses

For Diversion Services clients who have resided in Boulder County for six months or more, move-in expenses may be made available if the following conditions are met:

- The client has an adequate ability to meet the lease requirements with regard to background checks and credit reports
- The client has a documented ability to financially maintain the lease, either alone or in a roommate situation, for the term of the lease. Client ability to financially self-sustain should be determined by documented evidence of available or future monthly income at least double the amount of the client's monthly rental expense
- The CEDS has determined that the client will be able to self-sustain in the unit without supportive services
- The rent (and associated allowance for utilities) for the apartment is determined to be of a reasonable amount for the Boulder County community.
- If there is no roommate, the unit is no larger than one bedroom. If there are multiple people entering into the lease, all care should be made to limit the size of the rental unit to an affordable housing option. When considering the affordability of a unit into which to move, the client should be encouraged to plan for eventualities such as one roommate moving out of the unit during the lease period, periods of time where a client's work hours might be lessened, or an inability of a roommate to pay future rent.
- The security deposit or damage deposit does not exceed one month's rent. If the client is entering into a lease under a roommate situation, the amount of the funded deposit should be proportioned appropriately. Funded deposits must be refundable.
- Screening or application fees are reasonable and equal to any non-assisted tenant
- The utility deposit is reasonable.
- Payment of a portion of first month's rent, utility deposits, and/or security deposits would not preclude the client from fulfilling the total lease-in payments and would not cause a hardship for the client. In essence, assistance should augment the client's investment in the rental property, and the CEDS should make the determination that such intervention is a viable expenditure with regard to client sustainability.
- All persons to live in the unit are on the lease, and the lease is solely in the name(s) of the person(s) renting the unit.
- Security deposits and/or rent amounts are provided to the CEDS in an official document such as a ledger, and such expenditures are consistent with those charged to non-assisted tenants.
- Such financial assistance is not provided in addition to other financial assistance such as Housing Choice Vouchers, Ready to Work, or other housing or homelessness prevention program.

Other Rental Payment

For Diversion Services clients who have resided in Boulder County for six months or more, financial assistance in the form of rent payment (outside of move-in) may be made available under one or more (as applicable) of the following conditions:

- The client has a documented ability to financial maintain the client's portion of the lease requirements, both the amounts above that funded through Diversion Services and for subsequent months under the lease, for the term of the lease. Client ability to financially self-sustain should be determined by documented evidence of available or future monthly income at least double the amount of the client's monthly rental expense.
- The client's arrearage is of such an amount that Diversion Services funding will resolve any pending eviction or precariousness
- The CEDS has determined that the client will be able to self-sustain in the unit without supportive services other than those already received by the client prior to receiving Diversion Services assistance.
- Rent, late fees, or other funded rent expenses are reasonable and are consistent with such amounts charged to non-assisted tenants
- The client is otherwise in compliance with the terms of the lease
- Such financial assistance is not provided in addition to other financial assistance such as Housing Choice Voucher, Ready to Work, or other housing or homelessness prevention program.

Financial Documentation Requirements

Support Service Type	Documentation Collected	Additional Information
Move-in Costs	<ul style="list-style-type: none"> • W-9 from Landlord • Cost breakdown from landlord (ledger) • Copy of all pages of the lease • Invoice/bid from truck rental or other move-in expenditure • If applicable, copy of amended lease showing adding of client to the unit's lease 	<p>Deposits and/or first month's rent will only be authorized for qualified individuals who have resided in Boulder County for six months or more</p> <p>If moving in with a friend/ family member who is renting, the individual should be added to the lease and living in the unit with approval of the landlord</p>
Arrears	<ul style="list-style-type: none"> • W-9 from Collection Agency or Property where debt is owed • Original debt invoice (preferably a ledger or other standardized rent payment reporting tool) • Housing Option documentation (where is the client moving once debt is paid, agreement to release eviction process, etc.) • Receipt of debt paid once the debt collector/landlord cashes check 	<p>Negotiate to reduce debt and ask for deletion of debt from credit report</p> <p>Housing option could include a letter from family/friend stating how long they can stay, the address, and any stipulations; or a letter from a landlord stating that if the debt is paid, the application is approved.</p>
Reunification Travel Costs	<ul style="list-style-type: none"> • Information from family/friend regarding expectations such as rent amount, utilities, when they can move in, household duties, logistics, etc. • Documentation of research for transportation cost gathered by CEDSS (e.g. receipt from bus company, website copy of estimated costs) 	<p>If client is driving to location and receives a gas card, print a mileage estimate for estimated gas expenditures and keep a copy of the receipt for the gas card.</p>
Paying a Bill in Exchange for Housing	<ul style="list-style-type: none"> • Copy of a lease showing client will be living there • Copy of agreement between client and family/friend they will be moving in with • Copy of original bill • W-9 of where bill is being paid (if not be credit card) • Copy of receipt 	<p>This might include payment of almost any kind of bill (medical, car payment, cell phone, utility, etc.). As part of the agreement, the payment of the bill would be in exchange for x amount of months to be able to stay with friend/ family.</p>
Other financial assistance	<ul style="list-style-type: none"> • Receipts for all payments made • Due diligence related to tie to housing 	<p>Review Provider documentation requirements</p>

Appendix B: Navigation Services Description

1. General Description of Navigation Services

Navigation services are intended for lower needs individuals, who require limited assistance getting back into permanent housing. They require assistance over a longer period than Diversion services to return to housing and stabilize. Navigation participants work with staff to develop Navigation plans to resolve their situation. Some Navigation plans will require short-term overnight shelter.

Short-term navigation services are intended for lower needs individuals, who require limited assistance getting back into permanent housing. Navigation participants work with staff to develop a Navigation plan to resolve their situation. Some Navigation plans will require short-term overnight sleeping space.

All Navigation service referrals will come through the Coordinated Entry Process.

- The selected Navigation vendor(s) will be required to provide services to people screened as appropriate for Navigation to help them find a rapid solution to avoid entry into the adult homeless service system or to help them resolve their housing crisis. in approximately 7 days or less. In some cases, individuals may require more than 7 days of service and may be recertified as described in Attachment B.
- The selected Navigation vendor will provide each individual with a Navigation plan and work with the client on the plan to help resolve barriers and support progress.
- The Navigation vendor will manage daytime Navigation services, as well as safe indoor overnight sleeping space for up to 50 people actively participating in Navigation plans. In the City of Boulder, sheltering is provided at the Boulder Shelter for the Homeless and is not included in this RFP.
- Prioritization for Navigation resources, including overnight sleeping space, will follow prioritization criteria established through the countywide planning process.
- The Navigation services vendor will work closely with the CE vendor to ensure “warm handoff” into Navigation services.
- The Navigation vendor will utilize the Boulder County Connect client portal for consistent data entry and tracking, in accordance with the countywide homelessness system metrics determined through the ongoing countywide planning process.
- Standardized procedures for Navigation are implemented with fidelity by the vendor.
- Overnight Navigation shelter spaces will be open nightly year-round.
- Navigation clients will be provided with basic needs support while participating in a Navigation plan. The Navigation vendor will supply/arrange access to meals for Navigation plan participants. Ideally, access to showers and storage will also be available to people while in Navigation plans.

³ Although Navigation services will be procured separately by the cities of Boulder and Longmont, the cities will work together with selected vendors to ensure these services and procedures are as consistent as possible countywide.

2. Examples of Navigation Services:

Short-term navigation services should include the following services, which will all drive at resolving clients' housing issues:

- a. Identification of housing options (leveraging existing HSBC resources as appropriate)
 - Conflict resolution with landlords or family/friends with whom the individual was staying, leveraging existing community resources for this service as available and appropriate.
 - Housing search assistance for individuals in need of new housing (i.e., where mediation/conflict resolution is not effective or not an option), including engaging with landlords to overcome resistance to housing clients (i.e., explain their service involvement, what the program is doing to set them up to stabilize in housing) as needed.
 - Reunification assistance to help clients identify family members, friends, and other support networks that they could assist in their return to housing stability. This would include leveraging software that is designed to help individuals find such supports. When support networks are identified outside of Boulder County, navigation services would also provide transportation (e.g., bus pass) to enable that reunification.
- b. Financial assistance to enable rehousing (leveraging existing Housing Panel structure and resources as appropriate)
 - Core expenses: rental assistance and move-in assistance (e.g., security deposits, utility deposits)
 - Because individuals will present with very diverse issues, this pot of money should be flexible, so that it can be put toward the barriers individuals face in getting back into housing.
 - To conserve resources, individuals should only be provided with the financial assistance necessary to stabilize in permanent housing.
- c. Connection to mainstream services to resolve long-run income/housing expense imbalances and other support services
 - These could include legal assistance, Medicaid, SNAP, SSI/SSDI, workforce development connection to mental health services, etc.
 - Other support services include leveraging existing programs to secure free or low-cost state IDs and bus passes to support completion of activities defined by the client's navigation plan.
- d. Short-term overnight sleeping space to provide the client a safe place to stay while they resolve their housing crisis.
 - Ideally, the short-term overnight sleeping space will be co-located with other navigation service, coordinated entry screening, and diversion; and, ideally, that facility will be open 24/7 without sobriety requirements. Meals will be served to those staying in short-term overnight sleeping space. If clients are engaging in navigation case management services, but do not require an overnight sleeping space (i.e., they are staying with a member of their support network or in their own housing), case managers would help them connect with existing community food resources. The facility will also ideally provide showers and storage for those requiring a short-term overnight sleeping space.
- e. Case management to coordinate client experience (i.e., create a navigation plan that articulates action steps for resolving the client's housing crisis and the types of services of those listed above that they will receive in support of that goal)

3. How long will clients receive short-term navigation services?

The maximum length of services per client housing crisis is intended to be seven days. It is expected that some clients will be able to resolve their housing crisis in a shorter length of time⁴, that some clients will need the about the full week, and that other clients will need additional time. Though this service is not intended to be long-term, it may be more cost effective for the system and otherwise in the public good if clients can recertify for additional weeks of short-term navigation service. For example, if a client has a move-in date for a new apartment set for the following week, but has nowhere else to stay in the interim, allowing the client to stay in short-term shelter via short-term navigation services is the best option for the individual and the community. If a client does not resolve their housing crisis within the first 7 days of service, the navigation service providers in Longmont and Boulder will go through a recertification process with the client each week to document the circumstances generating the need for continued service. This data will allow the evaluation team to better understand these needs, refine service models, and improve the screening tool and referral process.

⁴ Please see Part I Section A, Navigation services

Appendix C: Coordinated Entry and Diversion Specialist Sample Job Description

Job Title: Coordinated Entry and Diversion Specialist

Reports to:

The Coordinated Entry and Diversion Specialist will engage constructively with individuals seeking homeless services in Boulder County, using an evidence-informed tool to objectively determine the acuity of needs and services best designated to meet their needs. This includes effective problem-solving and access of formal and informal networks to divert eligible persons from sheltering and case-managed services. The Coordinated Entry and Diversion Specialist will address the immediate needs of homeless individuals and work to stabilize their housing crises by empowering clients to creatively solve their housing issues, including usage of limited financial resources, conflict resolution, and advocacy. The Coordinated Entry and Diversion Specialist is the client's first point of contact within the Homeless Solutions for Boulder County coordinated system of homeless services and provides screening, triage, and crisis intervention.

Position Duties:

- Receives referrals from community partners, walk-ins, navigators, nonprofit organizations, and other collaborative partners.
- Provides supportive, empathetic customer service to clients either over the phone or in person; establishes and maintains positive, productive relationships with service providers, landlords, and other partners.
- Conducts standardized screening and triage techniques to address safety concerns, housing situations, and appropriate assistance placement
- Maintains objectivity in factually determining acuity and whether there is a match between an individual's needs and the services of the organization or elsewhere in the community.
- Uses motivated interviewing, trauma-informed care, and best practice approaches to determine the needs of individuals eligible for Diversion and to provide coaching to help the individual self-resolve their homelessness and/or stabilize in housing
- Develops and implements crisis housing plans which include consideration of alternatives to entering the homeless response system
- Connects individuals to supportive services such as mental health, medical, substance abuse, childcare, employment, or shelter as appropriate
- Maintains records of transactions of assessments and diversion, enters information into required databases within prescribed deadlines, and ensures confidentiality of service user information

Expected Competencies:

- Strong motivational interviewing skills with the ability to identify client strengths and matches with potential resources
- Solution-focused and organized in achieving objectives
- Ability to communicate effectively both verbally and in writing
- Ability to work effectively with populations that have experienced vulnerability, trauma, poverty, incarceration, substance use, developmental delays, compromised mental wellness, brain injuries, literacy and numeracy issues, and/or other conditions or situations that have impacted housing stability
- Ability to accurately collect information and enter data into data collection systems
- Ability to remain empathetic and non-judgmental regardless of the situation

- Ability to be flexible and multi-task.
- Proficient in use of laptop computer and Microsoft Windows and Office software programs; data entry skills
- Strong interviewing and problem-solving skills
- Experience in negotiation, mediation and/or conflict resolution
- Ability to accept feedback as an opportunity to improve and excel
- Experience developing and strengthening partnerships
- Experience with de-escalation and crisis intervention
- Ability to exercise excellent judgment, tact, discretion, confidentiality, diplomacy and imagination as the situation requires
- Ability to establish and maintain boundaries, both for self and client.

Minimum Position Education and Experience:

- High school diploma required, bachelor's degree in Project Management, Strategic Planning, or Social Work Preferred. Please note: experience in problem solving is of higher priority than case management or traditional social work experience.
- Two years of experience working with people who are low income and/or homeless, or equivalent.
- Bilingual skills preferred

CONTRACT

DETAILS SUMMARY	
Oracle Contract Number	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Housing and Human Services
Division/Program	[Division and/or Program Name]
Mailing Address	P.O. Box 471, Boulder, CO 80306
Contract Contact	[Project Manager Name and Title] [Project Manager Email] HHScontracts@bouldercounty.org
Invoice Contact	HHSaccountingoffice@bouldercounty.org and [Project Manager Email]
Contractor Contact Information	
Contractor Name	[Contractor Name]
Contractor Mailing Address	[Contractor Mailing Address]
Contact Name and Title	[Contractor Signatory Contact and Title]
Contact Email	[Contractor Signatory Email]
Secondary Contact	[Secondary Contractor Contact, if applicable]
Contract Term	
Start Date	[Start Date]
Expiration Date	[End Date]
Final End Date	[End Date plus 4 years]
Contract Amount	
Contract Amount	[Contract Amount] Choose an item.
Brief Description of Work	
[Brief Description of Work - write out abbreviations]	
Contract Documents	
a. Formal Procurement (RFP/Bid/SOQ) No. [XXXX-XX] (the "Bid Documents") [remove if not applicable]	
b. Contractor's proposal in response to the Bid Documents (the "Proposal") [remove if not applicable]	
c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the "Scope of Work") [remove if not applicable]	
d. Fee Schedule, attached as Exhibit B (the "Fee Schedule") [remove if not applicable]	
e. [add any additional documents]	
[Add any additional info here]	

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

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

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.
2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.
3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.
4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.
5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the twentieth (20th) day of the month following completion of the Work. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. Email delivery is preferred by the County. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.
6. Extra Time to Complete the Work: If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work and, if so, will provide Contractor with written notice of the amount of extra time granted. County granting extra time to complete the Work will not entitle Contractor to additional compensation from County. This Contract will remain in full force and effect during any time period that Contractor is permitted to finish completing the Work.
7. Extension of Contract Term (Additional Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated

Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

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

9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the Contract Documents is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

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

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

12. Independent Contractor: Contractor is an independent contractor for all purposes in performing the Work. Contractor is not an employee of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to

perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. Termination for Non-Appropriation: The other provisions of this Contract notwithstanding, the County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

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

15. Termination for Convenience: County may terminate this Contract, in whole or in part, for any reason, upon seven (7) days' advance written notice to Contractor.

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

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

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

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

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

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor must not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract by participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (ii) shall not enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with any reasonable request by the department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall (a) notify the subcontractor and County within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor's violation of this provision will constitute a material breach of this Contract, entitling the County to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.
24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.
25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.
26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.
27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.
28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-101, et seq.
29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.
30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
31. Representations and Warranties: Contractor represents and warrants the following:
- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
 - b. The individual executing this Contract is authorized to do so by Contractor;
 - c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
 - d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.
32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor's performance under this

Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.

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

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

35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.

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

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

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

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

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

41. **Limitation of Liability:** COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY’S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR’S LIABILITY SHALL BE VOID.

42. **Insurance Requirements:** Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this paragraph. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** at HHContracts@bouldercounty.org.

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

i. **Commercial General Liability**

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

ii. **Automobile Liability**

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

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

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

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

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

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

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

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

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

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

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

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

43. **No Suspension or Debarment:** Contractor certifies that neither it nor its Principals (as defined at 49 C.F.R. §29.105) or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State of Colorado department or agency. If Contractor, or any of its subcontractors, employees, or authorized agents, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of the Contract, Contractor will provide written notice to the County within three (3) days after such event.

44. Health Insurance Portability and Accountability Act (HIPAA): Contractor acknowledges that it may receive confidential information, Personal Identifying Information (PII), and Protected Health Information (PHI) through Contractor's performance of its obligations under this Contract.

Contractor will comply with all laws and standards with respect to the access, use, protection, disclosure, and storage of such PII/PHI, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule")(45 C.F.R. Parts 160 and 164) under HIPAA. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. § 160.103 and 164.501). Contractor shall maintain the confidentiality of PII/PHI and protect the privacy of the individuals to whom the records pertain. Pursuant to C.R.S. § 6-1-713 et seq., with respect to PII/PHI provided by County, Contractor will implement and maintain reasonable security procedures and practices that are (a) appropriate to the nature of the PII/PHI, and (b) reasonably designed to help protect the PII/PHI from unauthorized access, use, modification, disclosure, or destruction. If a security breach compromises PII/PHI, Contractor will notify County as quickly as possible, and without unreasonable delay, following discovery of a security breach. Contractor will cooperate with County in responding to the breach, including sharing information relevant to the breach. This provision shall survive expiration or termination of this Contract.

County is not required to mark confidential information or PII/PHI as confidential in order for Contractor's obligations under this provision to apply. If Contractor is ever unsure as to the confidential nature of any information or documentation, Contractor shall seek clarification from County prior to using, disclosing, or communicating such information or documentation.

Contractor will treat confidential information received under this Contract with at least the same degree of care as it uses in maintaining its own confidential information, but no less than a reasonable degree of care. Contractor will comply with all applicable laws in its retention and use of confidential information under this Contract. Contractor will only access the confidential information as necessary to perform the Work. Contractor will require that all of its employees, volunteers, and agents protect the confidential information against unauthorized use or disclosure. Contractor is prohibited from disclosing the confidential information to any third-party without the County's consent. Contractor will maintain and adhere to adequate administrative, technical, and physical safeguards designed to protect confidential information against unauthorized access or disclosure. The administrative, technical, and physical safeguards must be: (1) no less rigorous than those maintained by Contractor for its own confidential information; (2) no less rigorous than generally accepted industry standards; and (3) as required by applicable laws. If Contractor becomes aware that the security of any confidential information has been compromised or otherwise used or disclosed in a manner not authorized by this Contract, Contractor will, at its expense: (i) promptly notify County in writing of the occurrence; (ii) develop and implement an appropriate plan to address the cause of the occurrence, to the extent such cause is within Contractor's control; and (iii) comply with County in County's reasonable efforts to respond to the occurrence. This provision shall survive expiration or termination of this Contract.

Without limiting the scope of this provision and Contractor's obligations hereunder, Contractor shall protect confidential information by applying best practices such as:

- a. Using, disclosing, and communicating confidential information only as necessary to perform work under the Contract and only the minimum amount of information necessary to accomplish the Work.
- b. Using private rooms when possible to discuss confidential information.
- c. Speaking quietly when communicating confidential information in a public area and avoiding using client's names where others may overhear.

45. Licenses and Permits: Contractor agrees to hold all necessary license(s) which permits the performance of the services in this Contract.

[Signature Page to Follow]

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

SIGNED for and on behalf of Contractor	
Signature: _____	Date: _____
Name: _____	Title: _____
SIGNED for and on behalf of Boulder County	
Signature: _____	Date: _____
Name: _____	Title: _____
Attester Sig _____	Date: _____
Name: _____	Title: _____
Approved as to Content and Form: _____	Date: _____

SAMPLE CONTRACT – DO NOT SIGN

20 HUMAN SERVICES FUNDING CONTRACT
FOR [AGENCY]
[PROGRAM]**

This Contract is made to be effective the ____ day of _____, 2017, between _____, a Colorado non-profit corporation (“Contractor”), and the **City of Boulder**, a Colorado municipal corporation (“City”).

RECITALS

- A. Funding for this contract is provided through the City Department of Human Services;
- B. The City is entering into this agreement with Contractor to provide community services to protect and enhance the health, safety and welfare of the people of the city of Boulder; and
- C. The Contractor provides **[DESCRIBE CONTRACTOR SERVICES]**.

COVENANTS

NOW THEREFORE, in consideration of the recitals, and for other good and valuable considerations, the parties agree as follows:

- 1. The total funding to the Contractor pursuant to this Contract shall not exceed \$_____, unless Services in addition to those specified in **Appendix B** are subsequently agreed upon in writing.
- 2. Contractor shall provide the Services described in Appendix B, attached hereto and made a part hereof from _____ through _____.
- 3. Unless this Contract is terminated prior to the date of any payment, the funding will be as described in Appendix B, IV. Progress reports are due as detailed in Appendix B, III unless extended in writing by the parties. This Contract shall terminate upon the City’s acceptance of the final progress report.
- 4. This Contract includes the General Conditions in the attached **Appendix A**, which is hereby incorporated by reference and made a part hereof.
- 5. It shall be considered a material breach of this Contract if the Contractor cannot provide documentation that it has substantially performed in providing the Services. In the event of such breach, in addition to any other remedy allowed under this Contract or by law, the City may stop all payments to Contractor under this Contract, and seek reimbursement of all funds provided to Contractor for which the Contractor cannot verify substantial performance.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract effective as of the day and year first written.

Signature Page Follows

APPENDIX A

GENERAL CONDITIONS

- I. The Contractor's programs shall be overseen by a Board of Directors, Commission, Council, or similar governing body which shall:
 - A. Meet on a regular basis.
 - B. Oversee the programs' policy and evaluation, and recruit and monitor the staff.
 - C. Employ appropriate staff to administer the programs and provide the Services described in Appendix B.
 - D. Review the training and supervision of any volunteer who agrees to furnish services for the Contractor.
 - E. Upon request by the City, furnish information on the financial assistance provided by other governmental or private entities, as well as information regarding any proposed or anticipated use of such funds.
 - F. Together with the Contractor's staff, seek alternative sources of funding during the funding year.

- II. The Contractor shall submit progress reports as set forth in Appendix B. The reports shall also include any additional information as the Director of the Human Services Department may request; e.g., a financial statement, client demographic data. Such request will be made in writing. The Director shall not be entitled to receive confidential or otherwise privileged information from the Contractor without approval of the Board of Directors, Commission, Council or similar governing body.

- III. The Contractor, in all its City funded activities and insofar as it is reasonable, shall give due recognition to the City of Boulder, Human Services Department, via placement of the department logo on all Contractor publications, programs and websites. In all media announcements, the Contractor will acknowledge the City of Boulder, Human Services Department for its financial support and assistance for contracted programs and services. Failure to abide by this requirement may impact future funding.

- IV. The Contractor authorizes the City to perform audits and, upon reasonable, advanced request, to make inspections during normal business hours for the purpose of evaluating performance under this Contract.

- V. A. The City may terminate the Contract in its entirety for the failure of the Contractor to perform adequately any of its requirements. Such termination may occur only after the City's Director of the Department of Human Services provides the Contractor with a written notice of each such deficiency. If the Contractor fails to correct each such deficiency with ten (10) days of the date of such notice, then the City may terminate the Contract effective fifteen (15) days from the date of the notice. Upon termination, all obligations of the City under the Contract are terminated and the City is released therefrom, and the City specifically will have no obligation to pay the Contractor any money beyond what it has already paid the Contractor.

B. The above notwithstanding, in the event the Contractor becomes insolvent, or is declared bankrupt, or dissolves, then, the City may declare in writing that this Contract is terminated, and all rights of the Contractor and obligations of the City shall thereupon terminate and cease immediately.

VI. Whenever notice or other communication is required to be made by the terms of this Contract, the following mailing address shall be used:

City of Boulder
Attn: _____
Department of Human Services
909 Arapahoe Avenue
Boulder, CO 80302
Siemensk@bouldercolorado.gov

Contractor:

** _____

VII. CONTRACTOR’S DUTIES

A. Abilities and Best Efforts. The Contractor agrees to use its best efforts. The Contractor shall further the interests of the City according to the City’s requirements and procedures, according to the customary professional standards and in compliance with all applicable national, federal, state, municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

B. No Conflicts. The Contractor agrees that it has, and will undertake, no obligations, commitments, or impediments of any kind that will limit or prevent it from the timely completion of the Project.

C. Limitation on Public Statements. Contractor is retained to provide services and/or materials to the City or the community that may include confidential data, work product, and other privileged or confidential information. Contractor agrees to not disclose any information that is identified by the City as confidential, without the prior written consent of the City.

VIII. INSURANCE

Contractor agrees to procure and maintain in force during the term of this Contract, at its own cost, the following minimum coverages:

- A. Workers’ Compensation and Employers’ Liability
 - i. State of Colorado: Statutory
- B. General Liability
 - i. General Aggregate Limit: \$2,000,000

ii. Per Occurrence: \$1,000,000

Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

- C. Automobile Liability Limits¹
 - i. Bodily Injury & Property Damage
Combined Single Limit: \$1,000,000

Coverage provided should be at least as broad as found in ISO form CA0001 (BAP) including coverage for owned, non-owned and hired autos.

- D. Insurance shall:
 - i. Provide primary coverage;
 - ii. **Include the City of Boulder and its officials and employees as additional insureds** as their interest may appear (except for Worker's Compensation and Professional Liability). Additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for auto liability;
 - iii. Include a waiver of subrogation for General Liability coverage;
 - iv. Issue from a company licensed to do business in Colorado having an AM Best rating of at least A-VI; and
 - v. Be procured and maintained in full force and effect for duration of work.

E. Certificates of Insurance evidencing the coverages described herein, shall be forwarded to Purchasing. **Certificate Holder shall be: City of Boulder, 1777 Broadway, Boulder, CO 80302.**

F. Within seven days after receiving insurer's notice of cancellation or reduction in coverage, Contractor, or its insurance broker, shall notify the City. In either such case, Contractor shall promptly obtain and submit proof of substitute insurance complying with the City's insurance requirements.

IX. INDEMNIFICATION/LIABILITY

The Contractor agrees to indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons arising from its performance of this Contract, including property and employees or agents of the City and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the Contractor's operations in connection with this Contract, including operations of sub-contractors and acts or omissions of employees or agents of the Contractor or its sub-contractor.

The City agrees that the Contractor shall not be liable for any delay or non-performance due to the failure of the source of supply from which the Contractor obtains the materials to make delivery, or due to delays in transportation, labor strikes, floods, fires, acts of God, or to the acts or regulations of any governmental entity or any branch or agency thereof. The Contractor however, shall not be excused

¹Applicable only if Contractor, its agents, employees, or representatives will be using motor vehicles in Colorado while performing services.

from liability for delays or non-performance caused by events or conditions within its control, nor for delays or non-performance which it could have foreseen and avoided, prevented or significantly ameliorated by exercising reasonable prudence or diligence, nor for any delays or non-performance caused in whole or in part by the Contractor itself. In the event of delay or non-performance by the Contractor for any reasons set forth in this paragraph, or for any other reason, the City shall be free to obtain said services from other sources without incurring liability or damages to the Contractor.

Notwithstanding any other provision of this Contract to the contrary, no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.

X. INDEPENDENT CONTRACTOR

The relationship between the Contractor and the City is that of an independent contractor. The Contractor shall supply all personnel, equipment, materials and supplies at its own expense, except as specifically set forth herein. The Contractor shall not be deemed to be, nor shall it represent itself as, an employee, partner, or joint venturer of the City. No employee or officer of the City shall supervise the Contractor. **The Contractor is not entitled to worker's compensation benefits and is obligated to directly pay federal and state income tax on money earned under this Contract.**

XI. MISCELLANEOUS PROVISIONS

A. Assignment. The Contractor shall not assign this Contract without the written consent of the City, which it may withhold at its sole discretion.

B. Termination. This Contract may be terminated by either party if it has been materially breached by the other party and thirty (30) days written notification is tendered. City may, at any time, terminate this Contract, in whole or in part, for its own convenience and without cause of any nature by giving the Contractor written notice at least seven days in advance of the termination date. City shall pay Contractor for work satisfactorily completed, to the date of termination; the City shall determine the portion of work completed. Upon such payment, all obligations of the City to the Contractor under this Contract shall cease.

C. No Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the City and the Contractor that any such party or entity, other than the City or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

D. Waiver. The waiver of any breach of a term, provision, or requirement of this Contract shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

E. Amendments. This Contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall

have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved by the City pursuant to City rules.

F. Prohibitions on Contracts for Public Services. The Contractor certifies that the Contractor shall comply with the provisions of section 8-17.5-101 et seq., C.R.S. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

The Contractor represents, warrants, and agrees (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify or the Department Program; (ii) that the Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Contract for services is being performed; and (iii) if the Contractor obtains actual knowledge that a subcontractor performing work under this Contract for services knowingly employs or contracts with an illegal alien, the contractor shall be required to:

- a) Notify the subcontractor and the City within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Contractor further agrees that it shall comply with all reasonable requests made in the course of an investigation under section 8-17.5-102(5), C.R.S. by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or section 8-17.5-101 et seq., C.R.S. the City may terminate this Contract for breach and the Contractor shall be liable for actual and consequential damages to the City.

G. Force Majeure. A party shall not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

H. No Multiple Fiscal Year Obligation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution, Article X, Section 20. Notwithstanding any other provision of this Contract, the City's obligations under this Contract are subject to annual appropriation by the City Council of the City. Any failure of a City Council annually to appropriate adequate monies to finance the City's obligations under this Contract shall terminate this Contract at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to the Contractor of any failure to appropriate such adequate monies.

I. In all hiring or employment made possible by or resulting from this Contract, Contractor shall not discriminate against any employee or applicant for employment, or person seeking the Contractor's services, based upon that person's legally protected characteristics as defined by federal, state or local laws.

XII. The parties represent that the individuals signing this Contract on their behalf possess full power and authority from their respective governing boards in compliance with Colorado law.

**APPENDIX B
SERVICES BY [AGENCY] FOR
[PROGRAM]**

I. Statement of Purpose *[a brief description of the funded services and their impact]*

One paragraph about the outputs: ****PROGRAM NAME** provides ****DESCRIPTION OF FUNDED SERVICES** to ****TARGET POPULATION COB RESIDENTS**

One paragraph about the program’s impact toward the long-term community outcome: The program ****PROVIDES SUMMARY OF SERVICES** (e.g., dental care) which ****SUMMARIZE INDICATORS** (e.g., increases access to dental services) and ****BENEFITS THE PARTICIPANTS BY** (e.g., improving dental health).

II. Deliverables

Service Description:

[Overall description of program ex. Provides overnight sheltering to XX people during summer months]

Staffing/Service Hours Provided:

[Ex. A clinician will be on site for 20 hours each week] _____

Impact Area:

Program Outputs, Outcomes & Indicators:

Activity	Outputs
	#
	#

Program Long-term Outcomes and Measurements:

Indicator	Outcomes
	%
	%
	%
	%

****INSERT PROGRAM-SPECIFIC DETAILS WHERE NEEDED**

III. Reporting

Reporting: The Contractor shall submit reports as described below.

(description of reports required with specific deadlines/due dates)

The City will review each report and request revisions, as needed, within four weeks of receipt. Report deadlines are below, and may be revised upon the agreement of both parties.

1. Report 1 is due no later than _____.
2. Report 2 is due no later than _____.

IV. Payment Schedule

The City agrees to pay the Contractor after receipt of each (monthly, quarterly, etc) invoice. Such payments shall not exceed the total funding amount. Invoices will contain (reports, details of service hours provided, other).

[To complete this form, press f11 to move from field to field and follow any prompts. If no prompt appears (like date or section number fields), press f11 to skip to next field. Now press delete to delete this prompt, and press f11 to proceed.]

[Type year, then press f11 to proceed] CONTRACT FOR SERVICES

THIS Contract is made and entered into by and between the **City of Longmont**, a Colorado municipal corporation (City), and [Type name of Contractor, then press f11 to proceed] (Contractor).

WHEREAS, Contractor is an organization whose purposes are stated in **Attachment A**; and

WHEREAS, Contractor provides the services stated in **Attachment A** to the Longmont community; and

WHEREAS, in order for Contractor to function properly and provide important human services to the Longmont community, it is necessary to provide funds to Contractor for its services which are deemed to be both desirable and essential for the immediate protection and preservation of the public health, safety, and general welfare of the citizens of Longmont.

NOW, THEREFORE, in order to serve an important public purpose and provide necessary services for the benefit of the City and its inhabitants, the City and the Contractor mutually agree as follows:

1. **TERM:** The term of this Contract is from [Type beginning date of Contract, then press f11 to proceed] through [Type ending date of Contract, then press f11 to proceed].

2. **DUTIES:** The Contractor agrees to provide all the services listed in **Attachment A**. The City agrees to pay the Contractor \$[Type amount of money City has agreed to pay the Contractor, then press f11 to proceed], in quarterly installments. The first payment will be issued upon receipt of a signed Contract; the remaining payments will be issued in April, July and October for the term of the Contract. .

3. **REPORTING REQUIREMENTS:** Contractor will report program data twice/year. Reporting due dates are July 31, 2019 and January 31, 2020. The required information will be reported using e-CImpact and will contain data fields already provided as a part of the application process.

4. **RELIABILITY OF REPORTS:** Contractor represents that all information Contractor has provided or will provide to the City is true and correct, and that the City can rely on such information in modifying, making payments, or taking any other action concerning this Contract. Any false or misleading material information or omission provided or caused by Contractor is just cause for the City to terminate this Contract and to pursue any other available remedies against the Contractor.

5. AUDIT: The City reserves the right to conduct an audit of all records related to this Contract should the City have concerns about the Contractor's performance of the services listed in **Attachment A**.

6. INTEGRATED AGREEMENT AND AMENDMENTS: This Contract is an integration of the entire understanding of the parties with respect to the matters set forth herein. This Contract cannot be altered or amended except in writing, and signed by duly authorized representatives of the respective parties. This Contract incorporates by reference the attachments checked below:

 X Attachment A (Scope of Services)

 Attachment B (Facility Use License)

7. STATUS OF CONTRACTOR: The Contractor shall perform all services under this Contract as an independent contractor and not as an agent or employee of the City. It is mutually agreed and understood that nothing contained in this Contract is intended or shall be construed as in any way establishing the relationship of co-partners or joint ventures between the parties hereto, or as construing the Contractor, including its agents and employees, as an agent of the City. The Contractor shall remain an independent and separate entity. The Contractor shall not be supervised by any employee or official of the City, nor will the Contractor exercise supervision over any employee or official of the City. The Contractor shall not represent that Contractor is an employee or agent of the City in any capacity. **The Contractor is not entitled to City workers' compensation benefits and is obligated to pay federal and state income tax on money earned pursuant to this Contract, if applicable.**

8. PERSONNEL: Contractor agrees to provide competent personnel with expertise in the delivery of the scheduled services to achieve and maintain a highly professional and competent level of services.

9. INSURANCE: Contractor must carry those insurance coverages noted below:

(a) A general liability policy with limits no less than \$1,000,000 per occurrence,

(b) A workers' compensation insurance policy covering all employees and complying with state law,

(c) An automobile liability insurance policy covering bodily injury and property damage with limits of no less than \$1,000,000 per occurrence.

Before the effective date of this Contract, the Contractor shall present to the City's Community Services Director a certificate showing it has in effect the required policies. Any variance to these insurance provisions must be approved in writing by the City's Risk Manager and will become incorporated as an addendum to this Contract.

Contractor shall not cancel, materially change, or fail to renew insurance coverages. Contractor shall notify the City of Longmont Community Services Department, 350 Kimbark Street, Longmont, CO 80501, of any material reduction or exhaustion of aggregate limits. In the event any policy is canceled or has a material reduction of aggregate limits before final payment by City to Contractor, Contractor shall immediately procure other insurance sufficient to maintain the insurance requirements of this Agreement. Failure to maintain insurance or procure replacement insurance is grounds for termination of this Contract.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.

10. CERTIFICATE OF INSURANCE: As evidence of the insurance coverages required by this Contract, prior to the effective date of this Contract, Contractor shall furnish a certificate of insurance to:

City of Longmont
Community Services
350 Kimbark Street
Longmont, CO 80501
Attention: Karen Roney

The general and automobile liability certificate(s) will name the City, its officers, agents and employees as Additional Insureds. Insurance coverages required under this Contract shall be obtained from insurance companies authorized to do business in the State of Colorado.

11. INDEMNITY: The Contractor shall fully indemnify and hold the City harmless from all claims, actions, suits, liability, losses, costs, expenses and/or damages of any kind whatsoever which may occur to or be suffered by any person (including, but not limited to the Contractor, its agents, employees, contractors, tenants, invitees, licensees, successors or assigns) arising out of or in connection with its use and occupation of any City facilities and/or any activities undertaken pursuant to this Contract. Upon commencement of any such suit or action against the City, the Contractor shall provide prompt notice to the City, and shall defend the same at its own cost and expense. If a judgment shall be rendered against the City in such an action or suit, Contractor shall fully satisfy the judgment within ninety (90) days after the same has been conclusively determined.

12. TERMINATION: This Contract may be terminated at the sole discretion of the City for any violation by the Contractor of any of the terms and conditions of this Contract, including the reduction or discontinuance of the services listed in **Attachment A. Without limiting the foregoing and notwithstanding any other provision of this Contract, the City in its sole discretion may terminate this Contract and any funds paid to the Contractor shall be immediately returned to the City if the Contractor fails to submit to the City by February 15, 2019 the original Contract fully executed and notarized, and all certificates of insurance required by this Contract.**

13. PROVISIONS CONSTRUED AS TO FAIR MEANING: The provisions of this Contract shall be construed as to their fair meanings, and not for or against any party based upon any attribution to such party as the source of the language in question.

14. HEADINGS FOR CONVENIENCE: All headings, captions and titles are for convenience and reference only, and of no meaning in the interpretation or effect of this Contract.

15. COMPLIANCE WITH ORDINANCES AND REGULATIONS: The Contractor shall perform all obligations under this Contract in strict compliance with all federal, state, and City laws, rules, statutes, charter provisions, ordinances, and regulations applicable to the performance of the Contractor's services under this Contract, and specifically, shall not discriminate against any person on the basis of age, ancestry, color, creed, sex, race, religion, national origin, disability, or as otherwise prohibited by law.

16. VERIFICATION OF LAWFUL PRESENCE: Without limiting the provisions of the previous paragraph, Contractor shall verify the lawful presence in the United States of each natural person eighteen years of age or older who applies for state or local public benefits or for federal public benefits for the applicant, prior to providing the benefits, as required by Article 76.5 of Title 24 of the Colorado Revised Statutes, Restrictions on Public Benefits, C.R.S. 24-76.5-101, et seq. Contractor shall verify the lawful presence in the United States of each such applicant by requiring the applicant to: 1) produce (i) a valid Colorado driver's license or a Colorado identification card, issued pursuant to Article 2 of Title 42, C.R.S.; or (ii) a United States military card or a military dependent's identification card; or (iii) a United States Coast Guard merchant mariner card; or (iv) a Native American tribal document; and 2) execute an affidavit stating: (i) that he or she is a United States citizen or legal permanent resident; or (ii) that he or she is otherwise lawfully present in the United States pursuant to federal law.

For an applicant who has executed an affidavit stating that he or she is an alien lawfully present in the United States, Contractor shall verify the applicant's lawful presence for federal public benefits or state or local public benefits through the federal Systematic Alien Verification of Entitlement Program, (the "Save Program"), operated by the United States Department of Homeland Security or a successor program designated by the United States Department of Homeland Security. Until such verification of lawful presence is made, the affidavit may be presumed to be proof of lawful presence for purposes of this section. If Contractor is unable to use the Save Program after reasonable efforts are made to use the Program, Contractor shall request the City to verify the lawful presence of the applicant through the Save Program.

Contractor may request in writing that the City determine if verification of lawful presence of an applicant is not required because of one or more of the exceptions to the verification requirement contained at section 24-76.5-103(3), C.R.S. Upon such request, the City shall, in its sole discretion, determine if one or more of the exceptions apply and such determination shall be binding upon the Contractor.

17. **NO IMPLIED REPRESENTATIONS:** No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Contract.

18. **NO THIRD PARTY BENEFICIARIES:** None of the terms or conditions in this Contract shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or the Contractor receiving services or benefits under this Contract shall be only an incidental beneficiary.

19. **FINANCIAL OBLIGATIONS OF CITY:** All financial obligations of the City under this Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Contract shall be deemed a pledge of the City's credit, or a payment guarantee by the City to the Contractor. If appropriated funds are not available, both parties shall be relieved of their obligations hereunder.

20. **WAIVER:** No waiver of any breach or default under this Contract shall be a waiver of any other or subsequent breach or default.

21. **SEVERABILITY:** Invalidation of any specific provisions of this Contract shall not affect the validity of any other provision of this Contract.

22. **GOVERNING LAW:** This Contract shall be governed and construed in accordance with the laws of the State of Colorado.

23. **AUTHORITY:** The parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable law, to authorize their respective signatories to sign this Contract for them and to bind them to its terms.

24. **UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:** Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.

25. **CONFIRMATION REGARDING ILLEGAL ALIENS:** Contractor has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Contract through participation in either the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor & Employment.

26. **LIMITATION REGARDING E-VERIFY PROGRAM:** Contractor shall not use either E-verify or Colorado Department of Labor & Employment program procedures to undertake pre-employment screening of job applicants while performing this Contract.

27. DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS: If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:

(a) notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) terminate the subcontract with the subcontractor if, within three days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

28. DUTY TO COMPLY WITH STATE INVESTIGATION: Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

29. DAMAGES FOR BREACH OF CONTRACT: In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

Executed this _____ day of _____, 20__.

CITY OF LONGMONT:

COMMUNITY SERVICES DIRECTOR

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

APPROVED AS TO INSURANCE PROVISIONS:

RISK MANAGER

CA File:

State of _____)
) ss.
County of _____)

The foregoing document was acknowledged before me this _____ day of _____, 20__ by _____, as

Community Services Director.

Witness my hand and official seal.

Notary Public

My commission expires: _____

CONTRACTOR:

State of _____)
) ss:
County of _____)

The foregoing instrument was acknowledged before me by _____,
(Name of Party Signing)

as _____ of _____,
(Title of Party Signing) (Name of Corporation)

a _____ corporation, on behalf of the corporation, this
(State of incorporation)

_____ day of _____, 2019.

Witness my hand and official Seal.

My Commission expires _____.

Notary Public