

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **BAYAUD ENTERPRISES, INC.**, a Colorado nonprofit, whose address is 333 W Bayaud Ave, Denver, CO 80223 (the “Contractor”), individually a “Party” and jointly the “Parties.”

RECITALS

WHEREAS, the City awarded this Agreement to the Contractor as the result of a competitive selection to develop and implement a housing navigator program for people with intellectual and development disabilities (this “Agreement”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under this Agreement with the Executive Director (“Director”) of the Department of Human Services (“Agency” or “DHS”) or the Director’s designee.
2. **SERVICES TO BE PERFORMED**: As the Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A**, Scope of Work, to the City’s satisfaction. The Contractor is ready, willing, and able to provide the services required by this Agreement. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement.
3. **TERM**: This Agreement will commence on May 1, 2023, and will expire, unless sooner terminated, on December 31, 2025 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.
4. **COMPENSATION AND PAYMENT**
 - 4.1. **Budget**: The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred and paid under this Agreement payment not to exceed the line budget amounts set forth in **Exhibit A**.
 - 4.2. **Reimbursable Expenses**: There are no reimbursable expenses allowed under this Agreement. All the Contractor’s expenses are contained in the budget in **Exhibit A**. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.
 - 4.3. **Invoicing**: The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought as well as other supporting documentation required by the City. The City’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing

and payment under this Agreement. Funds will be disbursed in appropriate monthly increments, upon receipt and approval of the Contractor's monthly invoices and any City required budget documents or reports. The Contractor's invoices will include all appropriate supporting documentation that may be pertinent to the services performed or expenses incurred and paid under this Agreement. The Contractor's invoices must identify costs and expenses incurred and paid in accordance with the budget contained in **Exhibit A**. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only for work performed and expenses incurred and paid during the prior month. Invoices submitted for payment must be received by the Agency as detailed in the attached **Exhibit A** or as directed. Invoices submitted for services rendered that are submitted after such deadline are untimely and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Timesheets must reflect the amount of time, in hours and quarter-hours, attributable to each activity performed under this Agreement. If the Contractor allocates allowable costs to more than one grant, project, or contract, then timesheets must further identify the allocation of allowable costs for each grant, project, or contract.

4.4. Maximum Contract Amount

- 4.4.1.** Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed Two Million Nine Hundred Fifty-Nine Thousand Six Hundred Forty-Nine Dollars (\$2,959,649.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at the Contractor's risk and without authorization under this Agreement.
- 4.4.2.** The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- 4.4.3.** If, as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents, and employees, from and against all disallowed costs.

4.5. Budget Modifications: Budget line items may only be modified in accordance with Budget Modification Policy No. 1703-495, as amended. Notwithstanding the preceding sentence, each modification to **Exhibit A** shall not take effect until approved in writing in accordance with Budget Modification Policy No. 1703-495, and any modification to **Exhibit A** that requires an increase in the Maximum Contract Amount shall be evidenced by a written amendment prepared and executed by both Parties in the same manner as this Agreement.

4.6. Mill Levy Funding Restrictions: This Agreement is funded with mill levy dollars pursuant to § 53-550, D.R.M.C., the Developmental Disabilities Mill Levy, as amended. Mill levy dollars are dedicated to provide services and supports for persons with intellectual and developmental disabilities, children up to age five with developmental delays, and persons seeking a developmental disability or delay determination. For all funds provided by the City and all services supplied under this Agreement, the Contractor shall comply with the residency requirements in § 53-550(d), D.R.M.C., and all indirect costs that may be paid by the City pursuant to this Agreement shall not exceed the limit set in § 53-550, D.R.M.C. Notwithstanding anything to the contrary set forth herein, any provision or budgeted line item within this Agreement or its exhibits that conflict or are contrary to the provisions of § 53-550, D.R.M.C., as amended, shall be *void ab initio*.

5. REPORTS/CORRESPONDENCE

5.1. Reports and Closeout Procedures: The Contractor shall provide the Agency with the reports described in **Exhibit A** in such a format as may be designated by the City. Such reports may be submitted electronically by disk or e-mail, followed by hard copy transmittal. In addition, the Contractor shall comply with all contract closeout procedures directed by the Director to be performed under this Agreement for final reimbursement, including but not limited to final review of payments, invoices, referrals, and required reporting documents, including close-out signature.

5.2. Correspondence: All reports and other written correspondence concerning procedural or administrative contract matters (other than the notices required to be provided to the Director and others as described below in NOTICES) shall be delivered electronically to DHS_Contracting_Services@denvergov.org, or by U.S. Mail to:

Attn: Contracting Services
Denver Department of Human Services
1200 Federal Boulevard, 4th Floor
Denver, Colorado 80204

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

Attn: Financial Services
Denver Department of Human Services
1200 Federal Boulevard
Denver, Colorado 80204

6. PERFORMANCE MONITORING/INSPECTION: The Contractor shall permit the Director to

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

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

8. **TERMINATION**

8.1. The City has the right to terminate this Agreement with cause upon written notice effective immediately, and without cause upon ten (10) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the Director.

8.2. Notwithstanding the preceding paragraph, the City may terminate this Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

8.3. The City is entering into this Agreement to serve the public interest. If this Agreement ceases to further the City's public interest, the City, in its sole discretion, may terminate this Agreement, in whole or in part, for convenience by giving written notice to the Contractor.

8.4. Upon termination of this Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in this Agreement.

8.5. If this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools, and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under this Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."

9. **EXAMINATION OF RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers

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

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

11. INSURANCE

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

11.2. Proof of Insurance: The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor

certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

- 11.3. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.
- 11.4. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability – if required, the Contractor's insurer shall waive subrogation rights against the City.
- 11.5. Subcontractors and Subconsultants:** The Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 11.6. Workers' Compensation and Employer's Liability Insurance:** The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- 11.7. Commercial General Liability:** The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation, or misconduct.
- 11.8. Automobile Liability:** The Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.
- 11.9. Technology Errors & Omissions including Cyber Liability:** The Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

12. DEFENSE AND INDEMNIFICATION

- 12.1.** The Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- 12.2.** The Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.
- 12.3.** The Contractor shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City’s exclusive remedy.
- 12.4.** Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
- 12.5.** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
- 13. COLORADO GOVERNMENTAL IMMUNITY ACT:** In relation to this Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*
- 14. TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts, and obligations it incurs performing the services under this Agreement and shall not allow any lien, mortgage, judgment, or execution to be filed against City property.
- 15. ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director’s prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or

to terminate this Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor, or assign.

- 16. INUREMENT:** The rights and obligations of the Parties to this Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of this Agreement.
- 17. NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.
- 18. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.
- 19. SEVERABILITY:** Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.
- 20. CONFLICT OF INTEREST**
- 20.1.** No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
- 20.2.** The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.
- 21. NOTICES:** All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the Contractor at the address aforementioned and to the City at the addresses below:

Executive Director, Denver Department of Human Services
1200 Federal Boulevard
Denver, Colorado 80204-3221

With a copy to:

Contracting Services Supervisor, Denver Department of Human Services
1200 Federal Boulevard
Denver, Colorado 80204-3221

With an additional copy to:

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

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

- 22. PAYMENT OF CITY MINIMUM WAGE:** The Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.
- 23. DISPUTES:** All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by § 56-106(b)-(f), D.R.M.C. For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.
- 24. GOVERNING LAW; VENUE:** This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).
- 25. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender

identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

- 26. NO DISCRIMINATION IN PROGRAM ASSISTANCE:** In connection with the performance of work under this Agreement, the Contractor may not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, ancestry, gender, age, military status, sexual orientation, gender identity or gender expression, protective hairstyle, marital or domestic partner status, political beliefs or affiliation, familial or parental status—including pregnancy, medical condition, military service, genetic information, disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 27. FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES:** The Contractor shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.
- 28. COMPLIANCE WITH ALL LAWS:** The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver. These laws, regulations, and other authorities are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated.
- 29. STATUTES, REGULATIONS, AND OTHER AUTHORITY:** Reference to any statute, rule, regulation, policy, executive order, or other authority means such authority as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect, including rules and regulations promulgated thereunder, and reference to any section or other provision of any authority means that provision of such authority in effect and constituting the substantive amendment, modification, codification, replacement, or reenactment of such section or other provision, in each case except to the extent that this would increase or alter the Parties respective liabilities under this Agreement. It shall be the Contractor's responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement and to maintain its compliance therewith.
- 30. LEGAL AUTHORITY:** The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.
- 31. LICENSES, PERMITS, AND OTHER AUTHORIZATIONS:** The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.
- 32. PROHIBITED TERMS:** Any term or condition that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; requires the City to obtain certain

insurance coverage; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*. Any agreement containing a prohibited term shall otherwise be enforceable as if it did not contain such term or condition, and all agreements entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.

- 33. DEBARMENT AND SUSPENSION:** The Contractor acknowledges that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Colorado. The Contractor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.
- 34. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any Party merely because any provisions of this Agreement were prepared by a particular Party.
- 35. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.
- 36. INTELLECTUAL PROPERTY RIGHTS:** The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The Parties agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of the Contractor made available, directly or indirectly, by the Contractor to the City as part of the Scope of Services (collectively, "Contractor Materials"), are the exclusive property of the Contractor or the third parties from whom the Contractor has secured the rights to use such product. Contractor Materials, processes, methods, and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual, and irrevocable license to use Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

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

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

39. CONFIDENTIAL INFORMATION

39.1. "Confidential Information" means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a "Disclosing Party") or permit the other Party (the "Receiving Party") access to the Disclosing Party's Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

39.2. The Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information ("Regulated Data") in accordance with all applicable laws, rules, policies, publications, and guidelines. If the Contractor receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.

39.3. Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party's possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was

not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

39.4. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to the City for disclosure of confidential materials, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Article, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

40. PROTECTED INFORMATION AND DATA PROTECTION

40.1. Compliance with Data Protection Laws: The Contractor shall comply with all applicable federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data’s classification relevant to the Contractor’s performance hereunder and, when applicable, the most recent iterations of §24-73-101, *et seq.*, C.R.S., IRS Publication 1075, the Health Information Portability and Accountability Act (HIPAA), the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all Criminal Justice Information, the Colorado Consumer Protection Act, and the Payment Card Industry Data Security Standard (PCI-DSS), (collectively, “Data Protection Laws”). If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.

40.2. Safeguarding Protected Information: “Protected Information” means data, regardless of form, that has been designated as private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student records, education records, criminal justice information, personal

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

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

40.4. Data Retention, Transfer, Litigation Holds, and Destruction: Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of this Agreement, the Contractor shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Contractor is required by law to retain data, including Protected Information. Upon the City's request, the Contractor shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to

any data in the Contractor's exclusive custody, the City may request that the Contractor preserve such data outside of its usual record retention policies. The City will promptly coordinate with the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable.

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

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

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

the Contractor shall provide the City copies of its record retention, data privacy, and information security policies.

40.8. Security Breach: If the Contractor becomes aware of an unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of Protected Information or data maintained or provided by the City (“Security Breach”), the Contractor shall notify the City in the most expedient time and without unreasonable delay. The Contractor shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and Data Protection Laws. The Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. The Contractor shall indemnify, defend, and hold harmless the City for any and all claims, including reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach or lawful notices.

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

41. PROTECTED HEALTH INFORMATION: The Contractor shall comply with all legislative and regulatory requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); the Health Information Technology for Economic and Clinical Health Act (“HITECH”); 42 CFR Part 2; the privacy standards adopted by the U.S. Department of Health and Human Services, as amended, 45 C.F.R. parts 160 and 164, subparts A and E; and the security standards adopted by the U.S. Department of Health and Human Services, as amended, 45 C.F.R. parts 160, 162 and 164, subpart C (collectively, “HIPAA Rules”). The Contractor shall implement all necessary protective measures to comply with HIPAA Rules, and the Contractor hereby agrees to be bound by the terms of the Business Associate Agreement attached hereto and incorporated herein by reference as **Exhibit C**. The Contractor shall not use protected health information or substance use treatment records except as legally necessary to fulfill the purpose of this Agreement and shall hold the City harmless, to the extent permitted by law, for any breach of these regulations. This Section shall survive the expiration

or earlier termination of this Agreement, and the Contractor shall ensure that the requirements of this Section are included in any relevant subcontracts.

42. **TIME IS OF THE ESSENCE**: The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
43. **PARAGRAPH HEADINGS**: The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.
44. **CITY EXECUTION OF AGREEMENT**: This Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.
45. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS**: This Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.
46. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.
47. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
48. **ATTACHED EXHIBITS INCORPORATED**: The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, Certificate of Insurance; and **Exhibit C**, HIPAA/HITECH BAA.

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Contract Control Number: SOCSV-202366721-00
Contractor Name: BAYAUD ENTERPRISES, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

SOCSV-202366721-00
BAYAUD ENTERPRISES, INC.

By: DocuSigned by:
TAMMY BELLOFATTO
0D2911986EF34C0..._____

Name: TAMMY BELLOFATTO
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Bayaud Enterprises, Inc.
SCOPE OF WORK
SOCSV-202366721-00

I. Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Work between Denver Human Services (DHS) and Bayaud Enterprises.

II. IDDEAS Program Requirements

In addition to the eligibility, residency, and permitted use requirements outlined in the Developmental Disabilities Mill Levy, § 53-550, D.R.M.C. and referenced in this agreement, all contractors shall adhere to the following program requirements:

IDDEAS Program contracts. It is anticipated that contractors may be awarded multiple contracts pursuant to the Mill Levy. It is the responsibility of Contractor to ensure that expenses, including payroll, are tracked and submitted on a per contract basis.

Public meeting. Contractor shall conduct at least one meeting that is open to the public in accordance with the contract terms. Contractor will present a general overview of the progress or completion of service delivery based on the use of mill levy funding and ensure they have opportunities to receive feedback and recommendations from residents of the City and County of Denver, which may be factored into future contracts for services of a similar nature.

Grievance process. Contractor must develop a grievance process for mill levy services delivered through this contract, to be reviewed and approved by DHS. This process will be made known to the public, and will be tracked and reported to DHS.

Branding. DHS branding, including the DHS logo, may be included on curricula, deliverables, and promotional materials produced under this contract subject to written approval by Denver Human Services Marketing and Communications or DHS-appointed liaison, provided that Contractor works with the DHS Program liaison and DHS Marketing and Communications team in advance to determine opportunities to include attributions to DHS or the IDDEAS Program funds and ensure that all components of the deliverables meet DHS standards. Any materials that use DHS branding must be provided to the DHS Marketing and Communications team for review and approval at least two weeks prior to production deadline.

III. Services

Contractor will develop and implement a housing navigator program for people with intellectual and development disabilities (I/DD). The I/DD housing navigator program will allow for Denver residents to be met where they are at and have access to support within all stages of the housing stability spectrum. The goal of this program is to reduce housing insecurity for residents with I/DD and their families and increase housing opportunity and stability by helping them understand, plan for, and pursue housing options in Denver. Contractor will recruit and hire staff to support this program. Position titles may include, but are not limited to: Program Manager(s), Housing Navigators, and



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Housing Navigation Mental Health Counselor(s). In addition, Contractor will onboard and offer stipends to Masters of Social Work (MSW) interns to support aspects of the Housing Navigator Program and learn from Bayaud staff.

Upon referral, the program will initially provide intake and assessment processes with clients to determine eligibility and service planning going forward. Bayaud will then work with clients to create a housing case plan based on their needs, goals, and level of stability. The Housing Navigators will document case plans and utilize them as the guide in serving clients during their time in the Housing Navigator Program. Services will be implemented under four focus areas: Addressing Homelessness, Navigating Housing Voucher Programs, Managing Crisis, and Homeownership/Long-Term Planning. Clients may work with specific Housing Navigators based on their case plans and navigators' expertise related to each focus area.

Housing Navigator Eligibility Determination

IDDEAS funds are dedicated to the benefit and well-being of Denver residents with I/DD, children experiencing developmental delays up to age 5, and residents seeking I/DD or developmental delay determination. Our ordinance and program rules speak to eligibility requirements for people participating in IDDEAS funded services. Bayaud will prioritize becoming familiar with these governing materials so they can draft a referral and eligibility policy or procedure which is reflective of and responsive to eligibility requirements for IDDEAS funds. The policy should consider referral sources, referral processes, and eligibility confirmation and documentation strategies with sensitivity to various accessibility concerns and systems barriers. DHS must review and approve the policy, and any changes to the policy, to support full compliance with the purpose and expectation for IDDEAS dedicated funds.

Addressing Homelessness

Under this program area, Housing Navigators will conduct street outreach and engage with other homeless service providers to connect with people experiencing homelessness who have an I/DD (or are suspected to have an I/DD). Upon connection, Housing Navigators will engage by:

- Building rapport through regular attempts at visiting individuals where they present or prefer to meet.
- Support people in locating and securing appropriate housing resources in and outside the Coordinated Entry System (OneHome) by completing coordinated entry assessments, such as the Vulnerability Index and Service Prioritization Decision Assistance Tool (VI-SPDATS) through Colorado's Homeless Management and Information System (HMIS).
- Addressing basic needs by providing access to, or resources for, hygiene items, clothes, food, shower and laundry services, mental health connections, vocational/employment services, obtaining vital documents, and temporary



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- shelter solutions, as needed, including securing motel vouchers and/or transportation to shelter sites.
- Assisting individuals with obtaining and maintaining public benefits through direct one-on-one support with completing required documents or referring clients to professional services. These benefits include, but are not limited to:
 - Home and Community-Based Services Waivers (HCBS)
 - Supplemental Nutrition Assistance Program (SNAP)
 - Supplemental Security Income (SSI) and/or Social Security Disability Insurance (SSDI)
 - Old Age Pension (OAP) or Aid to the Needy Disabled (AND)
 - Temporary Assistance for Needy Families (TANF)
 - Helping people get placed on housing waitlists and/or referring them to various housing options such as tenant-based voucher programs, permanent supportive housing programs, housing choice voucher programs, long-term care housing options, and/or affordable housing options.
 - Facilitating case planning and goal tracking based on client-specific housing goals and stability needs.
 - Collaborating with Colorado Fund for People with Disabilities (CFPD) Mission Supports program to promote client access to available resources.
 - Engaging with CCD's Department of Housing Stability (HOST) by attending the monthly homeless providers meetings and participating in events/meetings.
 - Connecting with the Assessment, Intake and Diversion (AID) Center to support people exiting incarceration in need of housing.

Homeless Management Information System and Reporting. The Contractor agrees to fully comply with the rules and regulations required by the U.S. Department of Housing and Urban Development (HUD) which govern the HMIS. The Contractor, in addition to the HUD requirements, shall conform to the HMIS policies and procedures established and adopted by the Metro Denver Homeless Initiative (MDHI) Continuum of Care (CoC). These are outlined in the COHMIS Policies and Procedures, and the COHMIS Security, Privacy and Data Quality Plan.

MDHI is the implementing organization for the HMIS. The HMIS software is called Clarity. Technical assistance and resources for HMIS are available to the Contractor via the COHMIS Helpdesk.

Contractor's aggregate HMIS performance data for projects may be shared with the funder and the community to improve system performance and assist with monitoring.

Navigating Housing Voucher Programs



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This program area works to remove barriers for people with I/DD by supporting them in working within complex affordable housing systems. Housing navigators will work with residents with I/DD who are experiencing homelessness, at-risk of displacement from current housing situation, and/or seeking a more independent living situation by supporting connectivity between the individual and various housing opportunities available in Denver. This includes:

- Researching and staying up-to-date on new housing opportunities, including housing waitlists and lottery openings.
- Collaboration with other Bayaud programs to determine eligibility and potential access to housing opportunities.
- Meeting with individuals to apply for housing voucher waitlists and lotteries and submitting all required documentation needed.
- Building relationships with agencies that administer local vouchers, such as but not limited, to Denver Housing Authority (DHA), Colorado Division of Housing, Volunteers of America, and Colorado Coalition for the Homeless.
- For those approved for a housing voucher or affordable housing, Housing Navigators will:
 - Support in completing and submitting all required documentation from the housing agency and/or landlords needed for move-in.
 - Attend voucher briefings with clients and provide clarity and guidance to help ensure understanding of process and expectations.
 - Help clients search for and visit potential housing options.
 - Advocate to potential landlords and attend initial lease signing appointments.
 - Locating financial and in-kind assistance for people at time of lease up (furniture, moving assistance, move-in kits, deposit assistance, etc.). Housing Navigators are encouraged to engage residents with existing resources and may utilize program funding if all other options are exhausted.
- For those who already receive a housing voucher, housing navigators will:
 - Support individuals in completing and submitting any required annual documentation.
 - When requested by clients, assist them in communicating with landlords and/or the housing agency when there is a desire to move (if eligible), and assisting in searching for new housing, securing a new lease, and moving.

Managing Crises

Clients in a housing crisis will look to the housing navigator program for guidance in accessing stability tools and supports. These tools and supports include but are not limited to:

- Connecting individuals to resources for rent, mortgage and/or utility assistance when at risk of eviction or foreclosure



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- Communicating and advocating with landlords to resolve any lease violations that place individuals at risk of eviction
- Connecting with eviction protection programs and/ or eviction attorneys when a person receives an eviction notice and/or is going through an eviction process
- Connecting with the Denver START program if an individual is experiencing a mental health crisis
- Supporting individuals with urgent displacement needs. This will require helping people to arrange moving assistance when needing to move from one home to another
- Connecting with Fair Housing advocates when individuals experience housing discrimination
- Submitting referrals for any additional needed support

Being aware of and connecting with various community resources, rather than utilizing program funding, is key in this program area. IDDEAS funding for emergency financial assistance may be used if other community options have been exhausted and/or access barriers exist, such as time-sensitive needs that cannot be met timely by community resources, where mill levy is determined to be the last resort.

DHS will require regular check-ins with active clients who have already obtained stable housing to promote crisis prevention and proactive problem-solving. The frequency of these check-ins should be determined by the client and their Housing Navigator based on their level of support and stability needs, with the understanding that the longer the client is stable, the less frequent check-ins may be over time.

Long-Term Planning/Homeownership

This last program area will involve collaborating with individuals with I/DD and their families to establish long-term goals and planning needs. Current data reveals that many Denver adults with I/DD live with a family caregiver in their family home. Many of these families expressed extreme concern around their loved one's housing stability and care after they pass away or can no longer care for them. Long-term planning is essential, yet many express barriers around having the financial capacity to plan, lack of understanding of the complexity that comes with navigating housing systems, and lack of other resources related to intersecting identities of race, poverty, and disability. Since this is a pilot, Bayaud will partner with DHS to develop and implement a long-term planning framework that is person-centered and customizable to each client and their needs. A planning framework will be identified and documented by October 2023. DHS anticipates changes to this program area as new strategies and resources are identified.

Through this framework, the program manager and housing navigators will:

- Work together as a team to conduct research and outreach to locate local attorneys, real estate providers, and other professional legal and housing resources to establish connections that support planning goals.



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- Seek support from Colorado Fund for People with Disabilities (CFPD) and Rocky Mountain Human Services (RMHS) to either (1) submit direct referrals for clients needing services around conservatorships, trust advising and implementation, Medicare Set Aside consultations, and ABLE account inquiries or (2) receive training on these systems and the proper ways to get access and effectively initiate legal and financial services as needed.
- Facilitate discussions with families to document any routines, housing amenity needs, wellbeing activities, or other client preferred daily living needs to promote smooth transitions following the loss of a caregiver
- Work with clients and their families to expand case plans to include specific details on long-term planning goals for independent housing, and provide support as plan is implemented. This may mean directly initiating processes related to the services above or making referrals when specific professional services are requested.

Additionally, to effectively support individuals and families with homeownership goals, the Housing Navigator team will research and determine available homeownership programs in Denver. Staff will establish relationships with Denver's Department of Housing Stability (HOST), Colorado Housing and Finance Authority (CHFA), Denver Housing Authority, various loan agencies, and any other homeownership supports to learn, offer guidance, and serve as an advocate for clients initiating homeownership goals. Staff will work with clients going through a homeownership process or program to ensure they have access to support and guidance.

Bayaud is encouraged to host informational "learning sessions" with people with I/DD and their families to help people understand and plan for housing long-term. These learning sessions may be hosted by external partners and professionals with expertise in various focus areas, including but not limited to homeownership, trusts, ABLE accounts, etc.

Mental Health Counselor

The Mental Health Counselor will serve as the subject-matter expert when working with people with I/DD experiencing mental illness or mental health crises. Housing navigators may refer clients to the Mental Health Counselor for therapeutic services and/or crisis intervention. The Mental Health Counselor will be required to provide supervision to the Masters of Social Work (MSW) interns as well as support connectivity between the housing navigator program and Denver START, a program designed specifically to serve people with I/DD and mental health needs. Mental Health Counselor will collaborate with the START team to submit client referrals, relay information to housing navigator staff regarding START services and provide program updates to the START team when needed. For clients already enrolled with Denver START, the Mental Health Counselor will act as a liaison and obtain releases of information (ROI's) [upon client written approval] to ensure active collaboration and communication that best supports client care.



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The Mental Health Counselor will attend START's monthly Clinical Education Team meetings as well as any other pertinent meetings or events hosted by START. DHS encourages Bayaud to recruit a clinician with experience in serving people with I/DD specifically to fill this role.

Additionally, the Mental Health Counselor will serve as a support person for housing navigators who may experience vicarious trauma, compassion fatigue, and/or burn out. The Mental Health Counselor will help to connect navigators to resources and self-care tools in effort to prevent burn out and support staff retention.

MSW Interns

Supported by the Mental Health Counselor, MSW interns will develop and host ongoing peer support groups for clients and a weekly group for caregivers who may be experiencing a great deal of stress. These groups may be in person or virtual. Additionally, the interns will support navigators with various tasks such as but not limited to, shadowing home visits, street outreach, assisting with completing housing applications, etc. The Mental Health counselor will provide supervision to the MSW interns and maintain in compliance with any required processes requested from the schools' program. MSW interns will receive stipends during their internship with Bayaud and Bayaud will continue to recruit new interns when current interns complete their field placement for their designated school year term.

Referral Process

Referrals to the I/DD Housing Navigator Program may come from anyone that identifies a need to make a referral to the local program, including individuals, families, and various professionals or community members. DHS will work with Bayaud to support connectivity to relevant I/DD service partners to ensure awareness of program and referral process. Bayaud and DHS will work together to outline referral criteria and capture in a referral process reference document as the program is developed, keeping in mind eligibility requirements outlined in the IDDEAS Ordinance and Program Rules. Bayaud will create an efficient and streamlined referral process and will seek guidance from DHS to review and refine if needed.

Any referrals sent to Bayaud from OneHome in which the client is suspected and/or determined to have an I/DD should be connected to the I/DD Housing Navigator Program for additional support. Also, any current client of Bayaud's with I/DD (or suspected) should be offered the option of connecting with the Housing Navigator Program if seeking housing stability help. Housing Navigators will also accompany Bayaud's Denver Day Works (DDW) program and mobile laundry and shower services staff to connect with people with I/DD needing housing support. The amount of time reserved for Housing Navigators to spend in accompanying DDW program will be determined during the development of the program policies and procedures following contract execution.



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Marketing, Outreach and Connectivity

Bayaud will utilize current relationships with local housing and homeless service providers to promote development and launch of program. Through these relationships, Bayaud will initiate and engage in strategic meetings in effort to build partnerships, spread awareness of the unique housing needs of the I/DD community, and create better access for people with I/DD in need of affordable, supportive housing. In addition to organizations referenced above, specific organizations that Bayaud will ensure connectivity with may include but are not limited to: Metro Denver Homeless Initiative (MDHI), Colorado Coalition for the Homeless (CCH), Denver Metro Community Action Network, Beloved Community Tiny Home Village, Salvation Army, Catholic Charities, St. Francis Center, Atlantis Community Foundation, Del Norte Neighborhood Development Corporation, and Servicios de La Raza. Bayaud may use these connections and relationships as a way to recruit external professionals to host any learning sessions for clients regarding housing.

Promoting Accessibility

To promote accessibility and ease stability barriers, Bayaud will utilize funding from the Client Supportive Services budget line item to ensure clients can receive transportation assistance when needed. Housing navigators will travel to clients and meet them where they prefer for program-related meetings. Allowing the opportunity for clients to choose the best environment for their program-related meetings is of high priority for this program in effort to promote accessibility. This may include, but is not limited to traveling to clients' homes, motels, parks, coffee shops, virtual meetings, or in Bayaud offices. Staff will receive mileage reimbursement for their travel costs. For other meetings or housing appointments of which clients need support in attending, Bayaud will budget enough funding for an average of ten (10) RTD bus ticket books with 10 tickets in each book, as well as two (2) round trip Lyft rides for each resident enrolled in the program. This will be Bayaud's general guideline for tracking transportation budget expenses, with the understanding that some clients may use less and some may need more. Bayaud will also utilize their Mobile Services Program, which is funded outside of this contract, to support additional outreach. Bayaud will also ensure clients obtain access to RTD's Access-A-Ride if they are not already connected.

Keeping in mind various communication barriers related to language, Bayaud will ensure at least one program staff member is bilingual in both English and Spanish. Additionally, Bayaud will allocate funds towards interpretation services should clients need American Sign Language or any other language interpreting assistance while involved in program.

Staff Recruitment and Retention

Bayaud will recruit staff through both internal and external job postings and will give preference to applicants with HUD housing counseling certification and/or at least one (1) year of housing navigation experience, as well as preference to those with experience serving people with I/DD. Bayaud will make concerted efforts to promote retention of



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staff such as offering competitive, equitable wages; determining and assigning sustainable caseloads, development of a team culture that feels safe and supportive, hosting team building events, DEI workshops, monthly lunches with the Executive Director and any other meetings or events that promote team belonging.

Staff Development and I/DD Training. Onboarding staff will be expected to complete various trainings related to housing counseling, trauma-informed care, equity, diversity, and inclusion, I/DD systems navigation and services, and ableism. All housing navigators will obtain HUD housing counseling certification during onboarding. Staff will also participate in Bayaud's standard onboarding requirements that support competency in trauma-informed care as well as diversity, equity, and inclusion. To ensure staff are properly equipped to serve the unique needs of people with I/DD, Bayaud and DHS will seek out external consultations, workshops, and trainings from subject matter experts for all program staff to complete prior to and during their direct service work. These trainings must support navigators' ability to be person-centered in their services as well as their ability to identify and address ableism within themselves and in their interactions in community. Some required trainings may include but are not limited to, Colorado Office of Employment First Person-Centered Thinking training, IntellectAbility trainings, University of Arizona's Ableism 101, Colorado State University's Developmental Disabilities Training Series, Easterseals Disability Inclusion Program, or any other trainings developed or recommended by DHS. Additionally, at least one housing navigator will be trained in SSI/SSDI Outreach, Access, and Recovery (SOAR) to support people needing assistance with applying for disability benefits.

IV. Process and Outcome Measures

A. Process Measures

1. Contractor will hire essential staff outlined in this scope of work and track staff progress toward completing all required onboarding and program-specific trainings, which must include (but not limited to) HUD housing counseling certification, diversity, equity, and inclusion trainings, I/DD service coordination and person-centered trainings, and ableism trainings.
2. Contractor will consider and include the Housing Navigator program and staff in equity, diversity, and inclusion action plans and continue EDI trainings for all new program hires. Reports delivered to DHS should include how EDI is applied in the development and delivery of the program and its services.
3. Contractor will develop and document policies and procedures for client eligibility determination by July 2023. Eligibility policies and procedures will be subject to DHS review and approval and may be refined throughout contract term.
4. Contractor will develop and document policies and procedures that inform programmatic decisions including, but not limited to, enrollment process and criteria, client expense limits on furniture, moving/rental assistance, and motel



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voucher distribution, childcare assistance expenses, as well as documentation outlining their grievance processes by August 2023. Programmatic policies and procedures will be subject to DHS review and approval and may be refined throughout contract term. Where current Bayaud policies would be applicable, Bayaud is encouraged to utilize and/ or amend policies to incorporate the needs of this new program within their existing structure.

5. Contractor will develop and document a streamlined referral process that housing providers, I/DD service providers, and Denver residents at large can access. DHS will collaborate on this referral development to ensure effective connectivity to relevant partners.
6. Contractor will utilize current networks and connections to share housing navigator program launch and participate in community and professional meetings to promote referral process. Contractor will ensure formal connections and active collaboration with at least six partners by the end of the contract term.
7. Contractor will collaborate with DHS to identify and document a long-term housing planning framework by October 2023 for people seeking support with aging caregiver concerns and/or seeking independent living.
8. Contractor will track various process measures such as:
 - a. Total number of individuals served;
 - b. Demographics of individuals served;
 - c. Reasons for referral;
 - d. Track number of referred individuals experiencing homelessness, seeking housing voucher access support, seeking crisis support, and seeking aging caregiver/homeownership support; and
 - e. The number of clients seeking basic needs support, including but not limited to, food access and hygiene care and the amount of time housing navigators spend on delivering these services.
9. Contractor will offer services to approximately 300 people with I/DD and/or their families seeking housing navigation services by the end of the contract term. Of these approximate 300 people, Contractor will:
 - a. Ensure all enrolled clients experiencing homelessness are registered into HMIS and complete VI-SPDATS within 30 days for all new referrals;
 - b. Ensure all enrolled clients have a living case plan that is guided and approved by the clients themselves, and aligns with their goals, housing needs, and service expectations;
 - c. Ensure all enrolled clients be connected to RMHS for I/DD service eligibility; and
 - d. Support all enrolled clients interested in housing voucher opportunities in getting placed on waitlists and lotteries when available

B. Outcome Measures



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With the understanding that the program under this contract is a pilot, the outcome measures listed below may be refined as program develops and data is collected.

1. Contractor will track various outcome measures as identified through best practices and local program needs, such as:
 - a. Number or percentage of clients who received a housing voucher while enrolled in program;
 - b. Number or percentage of clients who developed a successful housing plan following loss of a caregiver and/or having aging caregiver concerns;
 - c. Rates of stabilization following a housing or financial crisis;
 - d. Quality of life and inclusion measures such as improvements in self-sufficiency, housing status, employment, health, sense of belonging, and other socio-economic indicators;
 - e. Changes in clients' ability to live independently and engagement in local and/or residential community;
 - f. Trends in barriers to housing stability such as evictions, lack of community supports, locations of residential homes, landlord stigma, financial hardships, etc.; and
 - g. Average length of time enrolled in program and reasons for program exits
2. Contractor will identify, track, and report on any other local data or trends that are deemed critical measures as the local program develops.

V. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the program area and other designated DHS staff throughout the term of the agreement. Contractor may be reviewed for:

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Contract Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. Financial Services, in conjunction with the DHS program area and other designated DHS staff, will provide performance monitoring and reporting reviews. DHS staff will manage any performance issues and will develop interventions to resolve concerns.
3. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards and policies.
4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is



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required to provide all invoicing documents for the satisfaction of Financial Services. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.

B. Reporting

The following reports shall be developed and delivered to the City as stated in this section.

Report Name	Description	Frequency	Reports to be sent to:
1. Monthly to Quarterly Progress Reports	Provide a brief update on project milestones along with metrics related to outreach, policies and procedures development, training delivery, process and outcomes measures based on regular documentation through eLogic Data Management system (ELMO), 90-day client assessments, anonymous questionnaires/surveys, and random participant interviews as necessary.	Upon commencement of services, by the 5 th of each month. DHS and Bayaud may decide to change to quarterly as program develops. Exact dates will be set in writing early on in the contract term and will be agreed upon by all parties.	DHS Program Administrator DHS Program Administrator will work with contractor on report format to best suit contracted services and nimble progress reporting.
2. Annual Evaluations (aka Contract Summary Report)	Written report documenting compilation of services developed and delivered under the scope of this agreement, and the outcomes of these services reported throughout the year.	Two times, due on or before September 30, 2024 and September 30, 2025.	Annual Evaluations will be sent to DHS Program Administrator DHS Program Administrator will work with contractor on report format to best suit contracted services and nimble progress reporting.
3. IDDEAS Advisory	Presentation on activities and services provided to	One time, delivered by	Presentation materials to be prepared and



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Council Presentation	date under the contract term. Contractor will schedule presentation date with DHS Program Administrator.	October 30, 2024.	sent to DHS Program Administrator 10 business days prior to presentation date.
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VI. DHS funding information:

- A. **Program Name: IDDEAS Program**
B. **Funding Source: Mill Levy – Special Revenue**

VII. Budget

Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered 100% of the time. Contractor shall use DHS' preferred invoice template, if requested. Invoicing supporting documents must meet DHS requirements.

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

Attn: Financial Services
Denver Human Services
1200 Federal Boulevard
Denver, Colorado 80204

		BUDGET (Cost Reimbursement) Contract Administration – Financial Services Division 1200 Federal Blvd., Fourth Floor Denver, CO 80204-3221 Phone: 720-944-2233 DHS_Contracting_Services@denvergov.org	
Contractor Name: Bayaud Enterprises			
Fiscal Term: May 1, 2023 – December 31, 2025			
Program Name: I/DD Housing Navigator Program			
ITEM	BUDGET	BUDGET NARRATIVE JUSTIFICATION	
DIRECT COSTS			
Staffing/Administration (Salaries)	\$1,162,190	Salary costs for multiple program staff, to be reimbursed at cost with supporting documentation, such as receipt of payroll	



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		<p>register documents demonstrating employees' wages and timesheets. Includes cost of leave (PTO, vacation, sick, holidays). Not to include pay for bonuses, severances, or payouts of leave when employee separates from job.</p> <p>Staff positions over the life of the contract may include, but are not limited to:</p> <ul style="list-style-type: none"> - Program Managers - Housing Navigators - Housing Navigation Mental Health Counselors - Upon the written approval of DHS, Food Bank Coordinator and/or Mobile Service Driver
Fringe	\$348,657	Fringe benefits and payroll taxes will be reimbursed at cost. Fringe benefits include payroll taxes (Social Security, Medicare, Federal unemployment, and State unemployment); insurance (medical, dental, vision, life, ADD/LTD, and workers' compensation).
MSW Housing Navigation Intern Stipends	\$7,200	\$1,200 per year, reimbursable for MSW Housing Navigation Interns. Backup will include proof of stipend payment/delivery to intern.
Sub-Total (Staffing)	\$1,518,047	
CLIENT SERVICES		
Client Supportive Services	\$1,000,640	Client supportive services to include the following, but not limited to: basic needs such as hygiene items, clothing, food, furniture and household items, purchase of bus passes, gas assistance for transportation, public transportation, and rideshare service or other client specific accommodations to access housing navigation services, obtaining vital documents, motel vouchers, housing application fees, late fees, utilities, moving company services, eviction prevention services not covered by other funding



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		sources, etc. To be reimbursed at cost with proof of payment/proof of receipt. Tips are capped at 20% and expenses should follow IRS guidelines regarding travel.
Program Materials/Technology	\$58,025	Program Materials and technology, to include items such as: printer paper, use of printer, portable printers or scanners, office supplies, computer/telephone equipment for staff (includes staff laptop/ docking station/monitor/keyboard/etc. To be reimbursed at cost and used for the program.
Staff Development/Trainings	\$33,480	Staff development/training expenses related to completing external trainings focused on person-centered care, I/DD service coordination, and ableism for all staff. May also use funds for individual staff external training requests that enhance competency in roles and/or professional learning goals. To be reimbursed at cost and after training, with proof of payment/attendance.
Subscriptions (data plans, databases)	\$34,651	Cell phone data plans, software database licenses, to be reimbursed at cost, with proof of payment.
Transportation (program staff)	\$14,647	Personal vehicle mileage reimbursed at the standard IRS rate at the time of travel, to be reimbursed upon receipt of mileage records demonstrating start and end locations including zip codes, date, and reason for trip. Reimbursement of public transportation, parking and toll costs associated with program-related travel to be reimbursed at cost upon submission of invoices/receipts and proof of payment.
Marketing/Outreach expenses	\$15,500	Outreach materials and activities, including but not limited to professional marketing services, social media postings and advertisements, brochures and printing services and promotional materials, to be reimbursed at cost with invoices/receipts and proof of payment.
Meetings and Learning Sessions	\$15,600	Cost for food for in-person meetings/trainings including clients, speaker fees and space rentals to hold client group meetings, learning sessions, and/or partner awareness/outreach meetings or



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		conferences. To be reimbursed at cost with proof of payment and list of attendees/sign-in sheet. Tips are capped at 20% and expenses should follow IRS guidelines regarding travel.
Sub-Total (Client Services)	\$1,172,543	
SUM OF DIRECT COSTS:	\$2,690,590	
INDIRECT COST RATE @ 10%	\$269,059	10% of total direct costs
TOTAL BUDGET:	\$2,959,649	

Client#: 1832113

BAYAUNT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME: Alecia Mercier
	PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No):
	E-MAIL ADDRESS: alecia.mercier@usi.com
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Bayaud Enterprises Inc. 333 W Bayaud Ave Denver, CO 80223	INSURER A : Great American Assurance Company 26344
	INSURER B : Great American Alliance Insurance Co. 26832
	INSURER C : Pinnacol Assurance Company 41190
	INSURER D : Federal Insurance Company 20281
	INSURER E : Certain Underwriters at Lloyds of Londo 15642N
	INSURER F :

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PAC345596900	07/01/2022	07/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CAP345597000	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		UMB345597109	07/01/2022	07/01/2023	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	4136458	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab		PAC345596900	07/01/2022	07/01/2023	1,000,000
D	Volunteer Accid.		99070426	07/01/2022	07/01/2023	100,000
E	Cyber Liability		ACS1014322	03/08/2022	07/01/2023	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Certificate is issued for insured operations usual to a non-profit.

CERTIFICATE HOLDER City and County of Denver Dept of Human Services 1200 Federal Blvd. Denver, CO 80204	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Client#: 1832113

BAYAUENT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2022

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PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME: Alecia Mercier
	PHONE (A/C, No, Ext): 800 873-8500
INSURED Bayaud Enterprises Inc. 333 W Bayaud Ave Denver, CO 80223	E-MAIL ADDRESS: alecia.mercier@usi.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Great American Assurance Company
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	INSURER C : Pinnacol Assurance Company
	INSURER D : Federal Insurance Company
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	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC345596900	07/01/2022	07/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAP345597000	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			UMB345597109	07/01/2022	07/01/2023	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	4136458	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab			PAC345596900	07/01/2022	07/01/2023	1,000,000
D	Volunteer Accid.			99070426	07/01/2022	07/01/2023	100,000
E	Cyber Liability			ACS1014322	03/08/2022	07/01/2023	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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CERTIFICATE HOLDER City and County of Denver 1200 Federal Blvd Denver, CO 80204	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

03/10/2022

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PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: DEN.CERTIFICATE@USI.COM	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Great American Assurance Company	NAIC # 26344
	INSURER B : Great American Alliance Insurance Co.	26832
INSURED Bayaud Enterprises Inc. 333 W Bayaud Ave Denver, CO 80223	INSURER C : Pinnacol Assurance Company	41190
	INSURER D : QBE Insurance Corporation	39217
	INSURER E : Federal Insurance Company	20281
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC345596900	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 ABUSE/MOL \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP345597000	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UMB345597100	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4136458	07/01/2021	07/01/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof Liability			100040315	08/15/2021	08/15/2022	2,000,000
E	Accident Policy			99070426	07/01/2021	07/01/2022	100,000
F	Cyber			00100008381103	01/08/2021	03/08/2022	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects to Commercial General Liability and Business Auto Liability.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME: Alecia Mercier
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: alecia.mercier@usi.com
INSURED Bayaud Enterprises Inc. 333 W Bayaud Ave Denver, CO 80223	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Certain Underwriters at Lloyds of Londo 15642N INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber Liability			BINDER20636912	03/08/2022	07/01/2023	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER The City and County of Denver Department of Human Services 1200 Federal Blvd Denver, CO 80204	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

07/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME: Alecia Mercier	
	PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No):	
INSURED Bayaud Enterprises Inc. 333 W Bayaud Ave Denver, CO 80223	E-MAIL ADDRESS: alecia.mercier@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Great American Assurance Company	26344
	INSURER B : Great American Alliance Insurance Co.	26832
	INSURER C : Pinnacol Assurance Company	41190
	INSURER D : Federal Insurance Company	20281
	INSURER E : Certain Underwriters at Lloyds of Londo	15642N
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC345596900	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP345597000	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB345597109	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4136458	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			PAC345596900	07/01/2022	07/01/2023	1,000,000
D	Volunteer Accid.			99070426	07/01/2022	07/01/2023	100,000
E	Cyber Liability			ACS1014322	03/08/2022	07/01/2023	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Certificate is issued for insured operations usual to a non-profit.

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects to the General Liability.

Abuse and Molestation Coverage:
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver Dept
of Human Services
1200 Federal Blvd.
Denver, CO 80204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

Aggregate Limit: \$1,000,000
Each Abuse Limit: \$1,000,000

EXHIBIT C, BUSINESS ASSOCIATE AGREEMENT
HIPAA/HITECH

1. GENERAL PROVISIONS AND RECITALS.

- 1.01 The parties agree that the terms used, but not otherwise defined below, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they exist or may hereafter be amended.
- 1.02 The parties agree that a business associate relationship (as described in 45 CFR §160.103) under HIPAA, the HITECH Act, and the HIPAA regulations arises between the CONTRACTOR and the CITY to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of CITY.
- 1.03 CITY wishes to disclose to CONTRACTOR certain information, some of which may constitute Protected Health Information ("PHI") as defined below, to be used or disclosed in the course of providing services and activities.
- 1.04 The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they exist or may hereafter be amended.
- 1.05 The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that impose more stringent requirements with respect to privacy of PHI.
- 1.06 The parties understand that the HIPAA Privacy and Security rules apply to the CONTRACTOR in the same manner as they apply to a covered entity. CONTRACTOR agrees to comply at all times with the terms of this Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they exist or may hereafter be amended, with respect to PHI.

2. DEFINITIONS.

- 2.01 "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.
- 2.02 "Agreement" means the attached Agreement and its exhibits to which these additional terms are incorporated by reference.
- 2.03 "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

2.03.1 Breach excludes:

1. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or CITY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
2. Any inadvertent disclosure by a person who is authorized to access PHI to another person authorized to access PHI, or organized health care arrangement in which CITY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner disallowed under the HIPAA Privacy Rule.
3. A disclosure of PHI where CONTRACTOR or CITY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

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

1. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
2. The unauthorized person who used the PHI or to whom the disclosure was made;
3. Whether the PHI was actually acquired or viewed; and
4. The extent to which the risk to the PHI has been mitigated.

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

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

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

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

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

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

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

- 2.11 "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 2.12 "Parties" shall mean "CONTRACTOR" and "CITY", collectively.
- 2.13 "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 2.14 "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 2.15 "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.
- 2.16 "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.
- 2.17 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 2.18 "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.
- 2.19 "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.
- 2.20 "Subcontractor" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.
- 2.21 "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.
- 2.22 "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services ("HHS") in the guidance issued on the HHS Web site.
- 2.23 "Use" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.

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

- 3.02 CONTRACTOR agrees to use appropriate safeguards, as provided for in this Agreement, to prevent use or disclosure of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY, except as provided for by this Contract.
- 3.03 CONTRACTOR agrees to comply with the HIPAA Security Rule, at Subpart C of 45 CFR Part 164, with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY.
- 3.04 CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement that becomes known to CONTRACTOR.
- 3.05 CONTRACTOR agrees to immediately report to CITY any Use or Disclosure of PHI not provided for by this Agreement that CONTRACTOR becomes aware of. CONTRACTOR must report Breaches of Unsecured PHI in accordance with 45 CFR §164.410.
- 3.06 CONTRACTOR agrees to ensure that any of its subcontractors that create, receive, maintain, or transmit, PHI on behalf of CONTRACTOR agree to comply with the applicable requirements of Section 164 Part C by entering into a contract or other arrangement.
- 3.07 To comply with the requirements of 45 CFR §164.524, CONTRACTOR agrees to provide access to CITY, or to an individual as directed by CITY, to PHI in a Designated Record Set within fifteen (15) calendar days of receipt of a written request by CITY.
- 3.08 CONTRACTOR agrees to make amendment(s) to PHI in a Designated Record Set that CITY directs or agrees to, pursuant to 45 CFR §164.526, at the request of CITY or an Individual, within thirty (30) calendar days of receipt of the request by CITY. CONTRACTOR agrees to notify CITY in writing no later than ten (10) calendar days after the amendment is completed.
- 3.09 CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of CITY, available to CITY and the Secretary in a time and manner as determined by CITY, or as designated by the Secretary, for purposes of the Secretary determining CITY'S compliance with the HIPAA Privacy Rule.
- 3.10 CONTRACTOR agrees to document any Disclosures of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY, and to make information related to such Disclosures available as would be required for CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.
- 3.11 CONTRACTOR agrees to provide CITY information in a time and manner to be determined by CITY in order to permit CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.
- 3.12 CONTRACTOR agrees that, to the extent CONTRACTOR carries out CITY's obligation(s) under the HIPAA Privacy and/or Security rules, CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to CITY in the performance of such obligation(s).

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

4. SECURITY RULE.

- 4.01 CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §164.308, §164.310, §164.312, §164.314 and §164.316 with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY. CONTRACTOR shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.
- 4.02 CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained here.
- 4.03 CONTRACTOR shall immediately report to CITY any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI as described in 5. BREACH DISCOVERY AND NOTIFICATION below and as required by 45 CFR §164.410.

5. BREACH DISCOVERY AND NOTIFICATION.

- 5.01 Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify CITY of such Breach, however, both parties may agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR §164.412.
 - 5.01.1 A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.
 - 5.01.2 CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have been known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by the federal common law of agency.
- 5.02 CONTRACTOR shall provide the notification of the Breach immediately to the CITY DEH Executive Director or other designee.
 - 5.02.1 CONTRACTOR'S initial notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.
- 5.03 CONTRACTOR'S notification shall include, to the extent possible:
 - 5.03.1 The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;
 - 5.03.2 Any other information that CITY is required to include in the notification to each Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify CITY, or

promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §164.410 (b) has elapsed, including:

1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 2. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 3. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 4. A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
 5. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 5.04 CITY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR §164.404, if at the sole discretion of the CITY, it is reasonable to do so under the circumstances.
- 5.05 In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all required notifications to CITY, and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.
- 5.06 CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR §164.402 to demonstrate that a Breach did not occur.
- 5.07 CONTRACTOR shall provide to CITY all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit CITY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to CITY.
- 5.08 CONTRACTOR shall continue to provide all additional pertinent information about the Breach to CITY as it becomes available, in reporting increments of five (5) business days after the prior report to CITY. CONTRACTOR shall also respond in good faith to all reasonable requests for further information, or follow-up information, after report to CITY, when such request is made by CITY.
- 5.09 In addition to the provisions in the body of the Agreement, CONTRACTOR shall also bear all expense or other costs associated with the Breach and shall reimburse CITY for all expenses CITY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs or expenses associated with addressing the Breach.

6. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

- 6.01 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, CITY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by CITY.
- 6.02 CONTRACTOR may use PHI that CITY discloses to CONTRACTOR, if necessary, for the proper management and administration of the Agreement.
- 6.03 CONTRACTOR may disclose PHI that CITY discloses to CONTRACTOR to carry out the legal responsibilities of CONTRACTOR, if:
 - 6.03.1 The Disclosure is required by law; or
 - 6.03.2 CONTRACTOR obtains reasonable assurances from the person or entity to whom/which the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity and the person or entity immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.
- 6.04 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.
- 6.05 CONTRACTOR may use and disclose PHI that CITY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of CITY.

7. OBLIGATIONS OF CITY.

- 7.01 CITY shall notify CONTRACTOR of any limitation(s) in CITY'S notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect CONTRACTOR'S Use or Disclosure of PHI.
- 7.02 CITY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR'S Use or Disclosure of PHI.
- 7.03 CITY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that CITY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.
- 7.04 CITY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by CITY.

8. BUSINESS ASSOCIATE TERMINATION.

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

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

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

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

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

8.02.2 CONTRACTOR shall retain no copies of the PHI.

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

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

9. SUBSTANCE ABUSE (42 C.F.R., Part 2).

CONTRACTOR shall also comply with all provisions of 42 C.F.R., Part 2 relating to substance abuse treatment and records.