

A G R E E M E N T

THIS AGREEMENT between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **INTEGRAL RECOVERIES, INC.**, a Colorado corporation, with its principal place of business at 770 West Hampden Avenue, Suite 150, Englewood, Colorado 80110 and doing business at 750 West Hampden Avenue, Suite 501, Englewood, Colorado 80110 (the "Contractor"), collectively "the parties".

The parties agree as follows:

1. COORDINATION AND LIAISON: Contractor shall fully coordinate all services under the Agreement with the Presiding Judge of the Denver County Court ("Presiding Judge") or his or her designee. The Court's authorized representative for the purposes of contract administration is the Deputy Court Administrator ("Deputy"). Contractor shall submit all correspondence regarding contract administration, invoices, acknowledgements of account referrals, and reports to the Deputy in the format and delivery method requested by the Deputy.

2. SERVICES TO BE PERFORMED:

(a) Contractor shall diligently undertake, perform, and complete all of the recovery assistance services set forth in the Statement of Services attached as **Exhibit A** (the "Services"). Contractor shall faithfully perform the Services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

(b) Contractor is responsible for providing a sufficient number of experienced collection agents to efficiently and expeditiously collect the referred accounts.

(c) At its sole expense, Contractor shall provide all secretarial services, paralegal services, investigative services, office space, supplies, capital equipment, and other services reasonably necessary to provide the Services.

(d) A sufficient number of collection agents must be proficient skills in speaking, reading, and writing Spanish and shall use those skills as necessary.

(e) Contractor shall provide all training and supervision of collection agents employed or retained by Contractor necessary to provide the Services.

(f) All information provided to Contractor may be used only for the purpose of collection efforts and may not be provided to any outside agency, business, or person without the prior written consent of the Presiding Judge unless otherwise required by and in accordance with the law. The "purpose of collection" includes information distributed or gathered for the business purpose of collection.

(g) The City in its sole discretion may waive the collection fee owed by debtors and nothing in the Agreement limits or waives the City authority under Section 53-4(b) of the D.R.M.C. to do so. The City reserves the right to recall any of the City's

2012-0317

Accounts, without charge or offset to the City. If the City recalls any of the City's Accounts, Contractor shall promptly return any and all files, records, and documentation related thereto (whether in hardcopy or electronic format) to the City.

(h) The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Contractor's risk and without authorization under the Agreement.

3. **TERM:** The Agreement will commence on February 3, 2012 one year from that date; provided, however, that the Agreement may be extended for up to four additional one-year terms (the "Term"). Subject to the Court's prior written authorization, Contractor shall continue all Services for a period of sixty (60) days for accounts referred to Contractor before expiration of the Term but that remain unpaid in whole or part with all terms of the Agreement remaining in full force and effect until one hundred twenty days (120) days from the date of the Court's prior written authorization.

4. **COMPENSATION AND PAYMENT:**

(a) **Fee:** Contractor's full and complete compensation for Services provided, including all costs and expenses incurred, is a twenty percent (20%) collection fee on amounts paid to the Court from City Accounts, subject to the City's right to recall accounts. The Court will create a daily receipt report generated from the Court's case management system. Contractor is entitled to a copy of each daily receipt report and the Court will make a good faith effort to send a copy of the daily receipt report to Contractor on a daily basis.

(b) **Reimbursement Expenses:** There are no reimbursable expenses allowed under the Agreement. All of Contractor's expenses are contained in its collection fee.

(c) **Invoicing:** Contractor shall provide the Court with a monthly invoice that will identify the case number, name of defendant, amount owed and collected, and the status of the case. Upon and as requested, Contractor shall also provide Client Status Reports and 12 month Recovery Reports with a level of detail satisfactory to the Court.

(d) **Appropriations:** The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

6. TERMINATION:

(a) The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to Contractor. However, nothing gives Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

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

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

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

7. EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

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

9. INSURANCE:

(a) **General Conditions:** Contractor agrees to secure, at or before the time of execution of the Agreement, the following insurance covering all operations, goods or

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

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

(c) Additional Insureds: For commercial general liability, auto liability, and professional liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

(e) Subcontractors: All subcontractors (including independent contractors, suppliers, or other entities providing goods or services required by the Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Contractor. Contractor shall include all such subcontractors as

additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors upon request by the City.

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

(g) Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

(h) Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under the Agreement

(i) Professional Liability (Errors & Omissions): Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

(j) Additional Provisions:

- (1)** For commercial general liability, the policies must provide the following:
 - (A)** That the Agreement is an Insured Contract under the policy;
 - (B)** Defense costs in excess of policy limits;
 - (C)** A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (D)** A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage:

- (A) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (B) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. DEFENSE AND INDEMNIFICATION:

(a) Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under the Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

(b) Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

(c) Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

(d) Insurance coverage requirements specified in the Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

(e) This defense and indemnification obligation shall survive the expiration or termination of the Agreement.

11. CONFIDENTIALITY:

(a) Contractor acknowledges that it could have access to confidential information the disclosure of which could be damaging to the City or third parties. Confidential information could be provided to, made available to, or otherwise acquired by Contractor in performing Services. Confidential information could be in hardcopy, printed, digital or electronic format. Contractor shall hold all confidential information provided to it or otherwise acquired by it in confidence and may only use it in the performance of its obligations under the Agreement. Contractor shall establish and maintain policies and procedures to secure and protect all computer equipment and electronic data and information used to provide the Services against theft, loss, damage, misuse, or misappropriation. Contractor shall submit, and shall cause any person authorized to use any computer equipment and electronic data and information to provide the Services to submit, a completed copy of the City and County of Denver Computer Use and Information Confidentiality Acceptable Use Agreement set forth in **Exhibit C**. Additionally, Contractor shall exercise the same standard of care to protect the Data as a reasonably prudent Contractor would to protect its own confidential information.

(b) Except as expressly provided by the terms of the Agreement, Contractor shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available confidential information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under the Agreement. Contractor further acknowledges that by providing confidential information, the City is not granting Contractor any right or license for use except as expressly provided in the Agreement. Contractor shall not disclose or distribute confidential information, in whole or in part, to any other party without written authorization from the Presiding Judge.

(c) Contractor acknowledges and understands that confidential information might not be completely free of errors. Confidential information should be used for reference only and should not be relied upon in any other way, and Contractor is hereby advised to independently verify all work performed in reliance upon the confidential information.

(d) Contractor shall inform its employees and officers of the obligations under the Agreement and that all confidentiality requirements under the Agreement survive the expiration or earlier termination of the Agreement. Contractor shall not disclose confidential information to subcontractors unless subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in the Agreement.

(e) Notwithstanding any other provision of the Agreement, the City is furnishing confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of confidential information. Contractor is hereby advised to verify its work. The City assumes no

liability for any errors or omissions herein. Specifically, the City is not responsible for any costs, including those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Contractor shall contact the City immediately.

12. 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.* Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

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

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

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

16. NO AUTHORITY TO BIND CITY TO CONTRACTS: 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.

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

18. CONFLICT OF INTEREST:

(a) No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, *et seq.* or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

(b) Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. 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 Contractor by placing Contractor's own interests, or the interests of any party with whom Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given Contractor written notice describing the conflict.

19. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid as indicated below. 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.

Presiding Judge Denver County Court
1437 Bannock Street, Room 382
Denver, Colorado 80202

With a copy of any such notice to:

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

If to Contractor:

Integral Recoveries, Inc.
750 West Hampden Avenue, Suite 501,
Englewood, Colorado 80110

20. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

(a) The Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

(b) Contractor certifies that:

- (1)** At the time of its execution of the Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement.
- (2)** It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

(c) Contractor also agrees and represents that:

- (1)** It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2)** It shall not enter into a contract with a subcontractor that fails to certify to Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3)** It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement, through participation in either the E-Verify Program.
- (4)** It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5)** If it obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. Contractor will also then terminate such subcontractor if within three (3) days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- (6)** It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

(d) Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate the Agreement for a breach of the Agreement. If the Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

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

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

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

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

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

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

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

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

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

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

31. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

32. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

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

34. COUNTERPARTS OF THE AGREEMENT: The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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Contract Control Number: COURT-201204950-00

Contractor Name: INTEGRAL RECOVERIES

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:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



Contract Control Number: COURT-201204950-00


Contractor Name: INTEGRAL RECOVERIES

By: 

Name: Terry Boe
(please print)

Title: President
(please print)

ATTEST: [if required]

By: 

Name: Jeffrey Slack
(please print)

Title: Director of Client Development
(please print)



EXHIBIT A

Statement of Services

The Court seeks assistance in collection of delinquent accounts owed to it by defendants who have failed to pay fines, costs, or fees. Integral Recoveries, Inc. (IR) shall provide collection assistance of all accounts receivables referred to it by the Court (sometimes referred to as "City Accounts"). The Court will refer City Accounts to IR by electronically sending the account information to IR. IR shall send the Court an acknowledgment of all accounts received and begin collection activities within forty-eight (48) hours. Before contacting any defendant in writing, IR shall provide the Court with samples of all written correspondence to be used in performing Services for the Court's approval. Other than populating the written correspondence with account specific data, Contractor may not make changes to approved samples without the Court's prior written approval.

Recovery Assistance Methods:

IR shall perform "skip tracing" to locate defendants. Contractor shall utilize various data bases, include ProCD Phonebooks; National Credit Bureau Reports; Accurint; Accolaid; Quickinfo – "Fetch"; Microbilt; One Click Data; and National Change of Address databases. After performing skip tracing, IR shall prepare and mail an initial demand letter and make phone calls as necessary. IR shall timely respond to inquiries or requests and send payment reminders and broken promise letters.

Amounts to be Collected:

When the Court refers a City Account to Contractor, the total amount indicated for collection will reflect that the outstanding penalty, fine, and fee owed by the defendant ("base amount due") plus the authorized collection fee based on the schedule set forth below ("authorized collection fee"; collectively, base amount due and the authorized collection fee constitute the "total amount due"). Contractor shall direct defendants to remit the total amount due directly to the Court. If however, payment is sent to Contractor, Contractor shall immediately notify the Court of such fact and deliver the payment to the Court.

For each City Account, Integral Recoveries shall use due diligence to collect the outstanding balance until it has been paid in full or until the Court recalls the account.

Fee Schedule:

Base Amount Due (Amount of Debt)	Authorized Collection Fee	Contractor's Fee
\$0.01 to 50.00	\$20.00	20% of total amount due
\$50.01 to 100.00	\$30.00	
\$100.01 to 150.00	\$40.00	
\$150.01 to 200.00	\$60.00	
\$200.01 to 300.00	\$80.00	
\$300.01 and above	30% of the base amount due	

EXHIBIT B

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2012

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. 8300 Norman Center Dr Ste 1000 Minneapolis MN 55437-3844		CONTACT NAME: PHONE (A/C No, Ext): (952) 926-6547 FAX (A/C, No): (952) 928-3837 E-MAIL ADDRESS: collectorsinsurance@acainternational.org PRODUCER CUSTOMER ID #:	
INSURED INTEGRAL RECOVERIES, INC. DBA: IR CORP; COURT RECOVERY; INTEGRAL HEALTHCARE SOLUTIONS, INC. 770 W HAMPDEN AVENUE STE 150 ENGLEWOOD CO 80110		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Travelers Casualty and Surety 31194 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1128847

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
	GENERAL LIABILITY <input type="checkbox"/> 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						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 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	ERRORS & OMISSIONS			105510092	11/1/2011	11/1/2012	PER CLAIM AGGREGATE \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

CITY & COUNTY OF DENVER
 DENVER COUNTY COURT
 1437 BANNOCK ST. RM. 108
 DENVER, CO 80202

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

James Shoop/DENISE

ACORD 25 (2009/09)
 INS025 (200909)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/22/2012

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collectors Insurance Agency 4040 W 70th Street Edina MN 55435		CONTACT NAME: PHONE (A/C No. Ext): (952) 926-6547 FAX (A/C No): (952) 928-3837 E-MAIL ADDRESS: collectorsinsurance@acainternational.org PRODUCER CUSTOMER ID #:	
INSURED INTEGRAL RECOVERIES, INC. DBA: IR CORP 770 W HAMPDEN AVE #150 ENGLEWOOD CO 80110		INSURER(S) AFFORDING COVERAGE INSURER A: ARGONAUT GREAT CENTRAL 19860 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1128847** **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	GENERAL LIABILITY			DCB9307609-01	8/1/2011	8/1/2012	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ INCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY			DCB9307609-01	8/1/2011	8/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS		<input checked="" type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS				\$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			UMB9307609-01	8/1/2011	8/1/2012	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE							\$
A	<input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC9307609-01	8/1/2011	8/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 THE CITY AND COUNTY OF DENVER, DENVER COUNTY COURT ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED WITH REGARDS TO THE COMMERCIAL GENERAL LIABILITY POLICY AND THE BUSINESS AUTO LIABILITY POLICY

CERTIFICATE HOLDER**CANCELLATION**

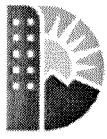
CITY & COUNTY OF DENVER DENVER COUNTY COURT 1437 BANNOCK ST. RM. 108 DENVER, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE J St. Martin/DENISE

ACORD 25 (2009/09)
 INS025 (200909)

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EXHIBIT C

**City and County of Denver Computer Use and
Information Confidentiality Acceptable Use Agreement**



DENVER
THE MILE HIGH CITY

City & County of Denver Information Technology Acceptable Use Policies and Procedures

The following *Information Technology Acceptable Use Policies and Procedures* are to be followed by ALL employees, contractors, vendors, and other authorized individuals ("Users") who utilize any information technology (IT), electronic, or other communication device owned and provided by the City and County of Denver, or who are granted access to any Local Area Network and/or Wide Area Network ("LAN/WAN") or other service maintained and provided by the City and County of Denver. It is expected that all City and County of Denver agencies and departments will enforce these policies at a minimum. However, the various City and County of Denver agencies and departments may enhance and strengthen these policies and procedures, based on internal business needs. These policies are to be used in conjunction with Career Service Authority Rule 15-80 (Code of Conduct: Electronic Communications Policy) and Executive Order 16.

ANY USER FOUND VIOLATING THESE POLICIES OR PROCEDURES WILL FACE SANCTION WHICH MAY INCLUDE DISCIPLINARY ACTION BASED ON PROVISIONS OF CAREER SERVICE RULES, DEVICE REVOCATION OR SERVICE ACCESS TERMINATION, AND/OR LEGAL ACTION.

Ownership of Devices and Services

All IT and communication devices and services, including (but not limited to) computers, peripherals, PDA devices, cell phones, pagers, software, files, e-mail messages, Internet activity logs, remote access, and any other data or records stored on devices or other media provided by the City and County of Denver regardless of their physical location or the form in which they are maintained, are considered property of the City and County of Denver and are owned exclusively by the City and County of Denver.

USERS SHOULD HAVE NO EXPECTATION OF PRIVACY WHEN USING ANY IT OR COMMUNICATION DEVICE, SERVICE, SYSTEM, NETWORK, FILE, OR ANY OTHER DATA (INCLUDING E-MAIL MESSAGES) OWNED BY THE CITY AND COUNTY OF DENVER. The City and County of Denver reserves the right to access, review, delete and/or disclose any files, records, e-mail messages, or other data without notice to or authorization from a User, and to seize any IT or communication devices provided by the City and County of Denver. This right continues after the User ceases to have access to a device or service provided by the City and County of Denver.

Access to Devices and Services

Use of IT or communication devices and access to the LAN/WAN and other services are restricted to those employees who have been authorized by their agency or department supervisor or to those contractors who have been authorized by their contract manager. Users will only be granted access to the resources required to perform job / contractual duties. Supervisors or contract managers shall formally request from the appropriate Technology Services personnel all needed IT devices and access rights for new Users.

Each new User shall sign the most current version of the *Information Technology Acceptable Use Acknowledgement* prior to being given access to IT devices or services. Existing Users shall sign an updated *Acknowledgement* upon any material change being made to these *Policies and Procedures*. Signed *Acknowledgements* will be maintained by Technology Services, copies will be provided to the

User, and to the employee's Human Resources Department or contractor's contract manager upon request. Users may also have to sign additional Acknowledgements / Agreements required by specific City and County of Denver Agencies and Departments.

The User and the User's supervisor or contract manager share responsibility for immediately notifying the appropriate Technology Services personnel of any changes in the User's status, including: name change, transfer to another position, termination of employment or contract, or any changes in the User's responsibilities which would alter the access rights required.

For transferring employees, the User's previous supervisor shall immediately notify the appropriate Technology Services personnel of all IT and communication devices, services, and access rights the User has, the name and title of the User's new supervisor, and the date of the transfer. The User's new supervisor must request from the appropriate Technology Services personnel all needed IT and communication devices, services, and access rights now required for the User.

For employees who will no longer be working for the City and County of Denver, the User's supervisor shall immediately notify the appropriate Technology Services personnel of all IT and communication devices, services, and access rights the User has and the date the User's access is to be terminated. Upon the termination date, Technology Services will deactivate the User's account. It is the User's responsibility to return any PDA devices, cell phones, pagers, or other portable devices provided by the City and County of Denver to the User's supervisor or appropriate Technology Services personnel. After the User's account has been deactivated, Technology Services will download all email messages and files contained on the User's assigned network drive and desktop computer hard drive onto a CD to be handed over to the User's supervisor or contract manager. The User's assigned network drive and desktop computer hard drive will then be overwritten or deleted permanently. It is the supervisor's responsibility to transfer any needed files to another network drive within 30 days, at which time the CD should be destroyed.

The City and County of Denver will take reasonable steps necessary to accommodate all Users and ensure compliance with the Americans with Disabilities Act. These accommodations will be provided on a case-by-case basis.

Use of Devices and Services

Users shall not make unauthorized use of or knowingly permit unauthorized use of IT or communication devices, services, software, files, or any other data or records stored on equipment provided by the City and County of Denver including that on disposable or portable storage media. Except as indicated below, Users may only access, use, disclose, and/or delete files, records, or other data that is created, received, maintained, or transmitted on behalf of the City and County of Denver as required to perform authorized responsibilities.

Users shall not use any IT or communication device, service, software, file, or other data or records owned by the City and County of Denver in order to gain personal or financial benefit for the User or anyone else.

IT and communication devices and services (including use of e-mail and the Internet) are provided to Users to aid in the performance of City business. Limited, occasional or incidental use for personal, non-business purposes is allowed so long as it is of a reasonable duration and frequency, does not interfere with the performance of job duties, does not violate any laws or regulations, and is not in support of a personal business. Personal, non-City business use of IT and communication devices, services,

software, e-mail, and the Internet shall be limited to use before scheduled work hours, during breaks, lunch, and after scheduled work hours.

Users shall use their assigned e-mail account in an appropriate manner. Users shall not knowingly transmit, retrieve, or store any communication that is: discriminatory or harassing; derogatory to any individual or group; obscene or pornographic; vulgar or profane; defamatory or threatening; in violation of another User's privacy; used in order to propagate any virus, worm, Trojan horse, or trap-door program code; used to plagiarize or copy copyright-protected material; or used for personal profit or illegal purposes. Users may forward or redistribute e-mail messages received by them only when doing so fulfills a legitimate business need of the City and County of Denver. No personal messages, chain letters, or other unauthorized broadcast messages may be forwarded from a User's e-mail account.

As City and County of Denver e-mail messages are not encrypted at this time, Users shall refrain from transmitting external e-mail messages that contain personally identifiable information. Social Security Numbers should NEVER be included in external e-mail messages.

When sending e-mail, Users shall take all reasonable steps to confirm the accuracy of all e-mail addresses. If a User discovers an e-mail has been sent in error, the recipient is to be contacted and requested to delete the e-mail message immediately.

Users shall ensure that all external e-mail messages contain an attached signature with the sender's name, title, phone number, users should also consider the following confidentiality statement, which individual agencies may require: "This e-mail transmission from the City and County of Denver, and any documents, files, or previous e-mail messages attached to it, are intended solely for the individual(s) to whom it is addressed and may contain information that is confidential, legally privileged, and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any unauthorized review, forwarding, printing, copying, distribution, or use of this transmission or the information it contains is strictly prohibited. A misdirected transmission does not constitute waiver of any applicable privilege. If you received this transmission in error, please immediately notify the sender and delete the original transmission and its attachments. Thank you." Signatures shall not include any photos, pictures, graphics, or other text unless approved by the Denver Marketing Office.

Accessing any inappropriate Internet site is prohibited, including sites that are obscene, hateful, harmful, malicious, hostile, threatening, abusive, vulgar, defamatory, profane, or racially, sexually, or ethnically objectionable. Inappropriate use of the Internet also includes participation in "chat rooms" not related to assigned job responsibilities; playing games; selling, or promoting the sale of merchandise for personal gain; downloading music, games, pictures, video, freeware, or software; or using instant messaging. Users who intentionally visit inappropriate sites or use the Internet in an inappropriate manner will face sanction. (This restriction does not apply to Users who have a legitimate business need to access otherwise prohibited Internet sites and who have approval from their agency or department Executive Director and Technology Services.)

The City and County of Denver uses independently supplied software and data as a web filter to block certain inappropriate categories of Internet sites. A User who has a legitimate business need to access a blocked site may submit a written request, approved by the User's agency or department Executive Director, to the Technology Services Security Manager to have the site unblocked. The fact that a site is not blocked does not imply that it is acceptable or permissible to access.

All User access of the Internet will be recorded in an Internet activity log which are available for review by designated Technology Services personnel upon request by a supervisor or Executive Director. When inappropriate use of the Internet is found, Technology Services will notify the User and the User's

supervisor of the inappropriate use. After the third inappropriate use notification, or upon supervisor request, Technology Services shall disable all User Internet access. Access to the Internet may be restored upon written request from the User's agency or department Executive Director to the Technology Services Security Manager.

Electronic Records

Users shall save all public records and other necessary files to their assigned network drive or other appropriate shared drive. Files saved to desktop computer hard drives will not be backed up or protected, and may be lost in the event of a computer failure or other event. Users must save all records including e-mail messages which are considered public records and therefore have a demonstrable connection to the exercise of required City and County of Denver functions or are involved in the receipt or expenditure of public funds. All saved public records and other necessary files shall be permanently deleted upon reaching the assigned retention period specific to the information type. Any electronic records that are not considered to be public records or otherwise necessary to do business are not to be retained.

Users will be held accountable and face possible sanctions for any unauthorized files / records saved on their assigned network drive, other shared drives, or desktop computer hard drive, including (but not limited to) pictures, audio clips, video files, and copyright-protected material owned by another party.

Users shall save only those e-mail messages that are considered public records and therefore have a demonstrable connection to the exercise of required City and County of Denver functions or are involved in the receipt or expenditure of public funds. All saved public records and other necessary e-mail messages shall be permanently deleted upon reaching the assigned retention period specific to the information type. E-mail messages that have been printed and saved within a paper file shall be deleted upon printing. Any e-mail messages that are not considered to be public records or otherwise necessary to do business are not to be retained.

Users may save information on disposable or portable media (disk, CD, external drive) if necessary for a business purpose, upon supervisor approval, and only for as long as is necessary based on the retention requirements of the information type stored. Disposable media containing information that is the property of the City and County of Denver must be stored in a locked area, may only be removed from the User's office location if authorized by the User's supervisor to do so, and must be destroyed once the retention deadline is met.

Security of Devices and Services

All City and County of Denver agency and department computer hardware, PDA or other portable device, and other peripheral device purchases must be coordinated with Technology Services to maintain system compatibility throughout the City and County of Denver network. Users shall not attempt to install or attach any unauthorized external device to a City and County of Denver computer without prior written authorization from Technology Services. All hardware upgrades and additions must be installed by Technology Services personnel. Users shall not attempt any network-related computer repairs without Technology Services authorization. Technology Services personnel may disconnect or otherwise disable any device that poses a threat to the City and County of Denver network.

Attaching modems to City and County of Denver computers will only be done by exception and only with authorization from Technology Services. Computers may either be plugged into the LAN/WAN or a phone line but not both simultaneously.

Only software licensed to the City and County of Denver may be installed on City and County of Denver computers, PDA devices, or other peripheral devices. Users shall not attempt to install, add, or use any unauthorized software of any kind (including screen savers) on City and County of Denver computers, PDA devices, or other peripheral devices. Users shall not copy, duplicate, distribute, delete, or modify any proprietary or other software licensed to the City and County of Denver, or related documentation, without written authorization from the vendor and Technology Services.

Users shall not use any IT device that another User has already logged onto and shall not use another User's User ID and password to log onto a workstation computer for any reason. The only exception will be for appropriate Technology Services personnel providing requested technical support. In the event that a User suspects another person knows and/or has used his/her User ID and password, the User must notify his/her supervisor, the appropriate Technology Services personnel, and any other appropriate departmental personnel immediately.

Users shall practice adequate password management by keeping all passwords confidential. Users shall keep all passwords physically secure and not place a written list of passwords in plain view or anywhere easily discoverable (for example, posted under a computer keyboard). Users shall not disclose system passwords to anyone, for any reason. Users must contact their supervisor, appropriate Technology Services personnel, and any other appropriate departmental personnel immediately if anyone asks for, or attempts to "verify" a User's password.

Users should not choose passwords that can be easily guessed by a third party or that are related to the User's job or personal life. For example, a car license plate, a spouse's name, or a home address should not be used. Passwords should not follow a consistent pattern (January2006, February2006, March2006, etc.) Under no circumstances should a Social Security Number be used as a password.

Users shall construct passwords with at least eight (8) characters, including three of the following four character types: upper case alphabetic, lower case alphabetic, numeric, special characters (symbols, punctuation marks). For additional security, Users are recommended to create "pass phrases" that contain at least fifteen (15) characters. Passwords are case sensitive. Passwords will expire after 90 days and Users will not be permitted to reuse any of the last fifteen (15) passwords used. After five (5) failed login attempts, the User's account will be disabled. The User must then personally contact Technology Services to manually reset their account.

Users shall not disclose their voice mail passwords unless it is a shared phone line, unless a supervisor requests access to a voice mailbox in support of specific business operations, or unless someone is covering a phone for the User for a specific, temporary length of time. In the latter case, the voice mail password must be changed immediately upon the period ending.

Users shall not leave any IT device logged into the network and unattended for an extended period of time. When leaving a work area, Users must log out or invoke a password-protected screen saver on any IT devices in that area that are under the User's control. All City and County of Denver workstation computers will automatically launch a screensaver after fifteen (15) minutes of nonuse. Users are encouraged to "force" their computers into a screensaver (Ctrl +Tab) if they know they are leaving the computer unattended for any period of time.

Users shall log off workstation computers at the conclusion of each work day.

City and County of Denver servers and network equipment shall be located in limited-access areas that are only accessible to certain authorized Technology Services personnel. All City and County of Denver servers will be backed-up daily and all information stored on servers will be retained for fourteen (14)

days, or such other period as may be determined by Technology Services, before permanent deletion. All scheduled archival back-up media will be stored securely in an off-site location.

The City and County of Denver Technology Services Division shall automatically check and implement system security patches as necessary. Servers will be protected by a comprehensive firewall. Servers will be scanned on a regular basis and maintain up to date anti-virus software that will constantly monitor for active viruses. Updates will be unobtrusively deployed.

An activity log will be created by the City and County of Denver system that contains sufficient information for after-the-fact investigation of unauthorized activity or loss. The system will securely log all significant computer security-related events. Log entries will provide sufficient data to support comprehensive audits of the effectiveness of, and compliance with these policies and procedures. Examples of computer security-related events may include: successful and unsuccessful session log-ins; identification and authentication failures; security administration activity; all activities performed by privileged users; and failed attempts to access information. Information captured for each logged event may include: User ID, network address, information or system accessed, date and time of access, type of event, result of event, and reason for failure. Authentication information, such as passwords, must never appear as part of an activity log. For critical or sensitive applications or resources, logs should be generated for all access, additions, modifications, and deletions whether authorized or unauthorized. Logs will be reviewed periodically for anomalies, or as part of a security incident response.

Before a workstation computer is transferred to a new user, surplus, or disposed of, all data files on the hard drive will be overwritten or destroyed by the appropriate Technology Services personnel. Operable hard drives must be overwritten prior to being provided to a new user. If the hard drive is to be removed from City service entirely, it must be overwritten to Department of Defense standards or physically destroyed.

The City and County of Denver Technology Services Division has the right to update the system and/or network at any time.

Remote Access

All Information Technology Acceptable Use Policies and Procedures within this document apply equally to desktop IT and communication devices and services as well as to laptops, peripheral devices, and other portable devices used outside of a City and County of Denver office or building.

Users requesting laptop computers, cell phones, or other portable devices must have written approval from an agency or department Executive Director and must coordinate the purchase of remote devices with Technology Services to maintain system compatibility throughout the City and County of Denver network. Laptop computers, cell phones, or other portable devices provided to staff for use out of a City and County of Denver office site are to be used primarily for City business.

Users shall not save any public records, personally identifiable information, or other files to a laptop or peripheral hard drive for any longer than absolutely necessary. All such information must be saved to the User's assigned City and County of Denver network drive as soon as possible. Laptops and portable media such as USB drives or portable hard disks pose a security risk in that they are easily stolen or lost. As a result, extra precautions must be taken with such devices and should not be left unattended or in a non-secured environment.

Users shall provide appropriate security at their remote sites, including updated anti-virus software, must not have a "split tunnel" configuration, and those installations with Cable/DSL/T-1 or other high speed

connections must have a firewall. (Split Tunnel Configuration: A computer that is accessing the City and County of Denver network is itself accessible on the Internet. Many Cable/DSL connections are configured this way. Users should check with their network administrator for instructions on how to block this.)

Any vendor requesting remote access to a City and County of Denver server must utilize current virus protection, security updates and patches, and robust firewall software on the vendor's computers and/or server that will be used to access the network. If malicious code such as viruses, Trojans, worms, or backdoors are introduced by the vendor and compromise or put at risk the City and County of Denver's proprietary information, the City and County of Denver will seek any civil and criminal remedy available.

Vendors with remote access to a City and County of Denver server must keep strictly confidential any records, proprietary information, and technology provided to them, and must use such information solely for the purpose the information has been provided. The termination of the vendor's contract with the City and County of Denver does not relieve the vendor from this obligation.

The Technology Services Helpdesk will provide User assistance remotely as requested. However, it is not the responsibility or duty of Technology Services to physically assist User's in their homes in order to gain remote access to the City and County of Denver network.

Technology Services personnel may revoke a User's remote access privileges at any time and without warning if a threat to the City and County of Denver network is found or suspected.

Violations

Users shall immediately report any violations, or suspected violations of these *Information Technology Acceptable Use Policies and Procedures* to a supervisor, the Technology Services Helpdesk, the Technology Services Security Administrator, and/or any other appropriate departmental personnel.

City employees who violate these *Information Technology Acceptable Use Policies and Procedures* may be subject to disciplinary action based on provisions of Career Service Rules, device revocation or service access termination, and/or legal action.

Devices, services, systems, networks, files, or any other data owned by the City and County of Denver must not be used knowingly to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province, or other jurisdiction in any material way. Use of any resources owned by the City and County of Denver for illegal activity is grounds for immediate dismissal. The City and County of Denver will cooperate fully with any legitimate law enforcement inquiry in this regard.

Other

Technology Services shall publish the most current version of this document on an annual basis and provide to all Users. The City and County of Denver reserves the right to revise and modify this document at any time.



DENVER
THE MILE HIGH CITY

City & County of Denver Information Technology Acceptable Use Policies and Procedures

By signing this *Acknowledgement*, the User named below consents and agrees to be bound by all current *Information Technology Acceptable Use Policies and Procedures*. The User understands that any failure to adhere to the *Policies and Procedures* may result in disciplinary action based on provisions of Career Service Rules, device revocation or service access termination, and/or legal action.

This *Acknowledgement* applies to any IT and communication devices and services the User is provided by the City and County of Denver, including (but not limited to) computers, peripherals, PDA devices, cell phones, and pagers; software; files; e-mail messages; Internet activity logs; remote access; and any other data or records stored on or created with devices provided by the City and County of Denver.

The User shall sign this *Acknowledgement* and be provided a copy of the most current *Policies and Procedures* prior to being given access to any IT or communication device or service by the City and County of Denver, and shall sign an updated *Acknowledgement* upon any material change being made to the *Policies and Procedures*. Refusal to sign this *Acknowledgement* will result in no IT or communication device or service being provided by the City and County of Denver.

DATE: _____

USER LEGAL NAME: _____

USER SIGNATURE: _____

DEPT / AGENCY: _____

EMPLOYEE ID NUMBER (if known): _____

TERMINATION OF ACCESS DATE (if applicable): _____

Original: Technology Services

Copy: User

Copy: Human Resources (upon request)