

REVIVAL AND SECOND AMENDATORY AGREEMENT

THIS REVIVAL AND SECOND AMENDATORY AGREEMENT is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter, the “**City**”), and **MI CASA RESOURCE CENTER**, a Colorado non-profit corporation with a business address of 345 South Grove Street, Denver, Colorado 80219 (the “**Contractor**”). The City and Contractor are collectively referred to as the “**Parties**.”

WITNESSETH:

WHEREAS, the Parties entered into that certain agreement dated **October 7, 2021**, and that certain Amendatory Agreement dated December 9, 2023, regarding, among others, the serving of individuals who have been adversely and disproportionately affected by COVID-19 (collectively, the “**Agreement**”);

WHEREAS, the Agreement expired by its terms on June 30, 2023;

WHEREAS, rather than enter into a new contract, the Parties desire to revive and reinstate all of the terms and conditions of the Agreement and to amend the Agreement to add Exhibit H-2, extend the term of the Agreement, and make such other conforming changes as are set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. The Agreement is hereby revived and affirmed in its entirety.
2. Article 2 of the Agreement, entitled “**TERM:**”, is hereby amended in its entirety by deleting it and replacing it with the following:

“**2. TERM:** The Agreement will commence on **September 1, 2021**, and will expire on **December 31, 2023** (the “**Term**”). Subject to the Director’s (as defined in Paragraph 3, below) 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.”

3. Article 12(9) of the Agreement, entitled “**Cyber Liability:**”, is hereby amended in its entirety by deleting it and replacing it with the following:

“**(9) Cyber Liability:** Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years. Contractor shall comply with **Exhibit H-2**, Protected

Information and Data Protection, attached hereto and incorporated herein by this reference.”

4. Article 22 of the Agreement, entitled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**”, is hereby deleted in its entirety and reserved.

5. Effective upon execution, all references to **Exhibit A-1** and **Exhibit B-1** in the Agreement shall be amended henceforth to read as **Exhibit A-2** and **Exhibit B-2** respectively, and as applicable.

6. **Exhibits A-2** and **B-2** are attached and incorporated herein by reference.

7. **Exhibit H-2** is hereby attached and incorporated herein by reference.

8. Except as amended here, the Agreement is revived, affirmed, and ratified in each and every particular.

9. This Revival and Second Amendatory Agreement is not 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 City Council.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: OEDEV-202369769-02/OEDEV:202160434-02
Contractor Name: MI CASA RESOURCE CENTER

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:

OEDEV-202369769-01/OEDEV:202160434-02
MI CASA RESOURCE CENTER

By  _____
4055960D774E467...

Name: Angeles Ortega
(please print)

Title: Chief Executive Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Scope of Services
Stimulus Innovation Grant Service Provider
City and County of Denver Economic Development & Opportunity
And Mi Casa Resource Center
September 1, 2021 through December 31, 2023
AMENDMENT-01 EFFECTIVE July 1, 2022
AMENDMENT-02 EFFECTIVE July 1, 2023

Federal Award ID (FAIN) #: SLFRP0126
Federal Award Date: July 1, 2021
Federal Awarding Agency: U.S. Department of Labor / ETA
Division of Federal Assistance
200 Constitution Avenue NW-Room N-4716
Washington DC 20210

Pass-Through Entities: City & County of Denver
Denver Economic Development & Opportunity (DEDO)
101 W. Colfax Ave Suite 850 Denver CO 80202

Awarding Official: State of Colorado – Division of Employment & Training
633 17th Street, 7th Floor, Denver CO 80202-3627

Pass-Through UEI #: WP3QXJ87RYH3 (DEDO)

Subrecipient UEI #: V7JZYNTG71D5
CFDA: 21.027
Total Federal funds obligated to subrecipient \$568,000.00
Total amount of Federal Award \$3,358,814.00

1.0 Introduction

1.1 This scope of service outlines Program, Administrative, and other requirements that must be satisfied by Mi Casa Resource Center Services Provider, hereinafter referred to as the “Sub-recipient”, receiving funds from the City and County of Denver Economic Development & Opportunity (DEDO) on behalf of the Denver Workforce Services (DWS) to operate programs as prescribed by the Colorado Department of Labor & Employment (CDLE) Innovation Grant. This contract is not for research and development.

1.2 As policies and/or procedures are revised or updated, DEDO-DWS will release formal notification and policies electronically. DEDO-DWS will develop policies in alignment with state and federal requirements and will work with sub-recipient to develop procedures. It is expected that the sub-recipient will provide procedure drafts or input within specified timeframe as requested by DEDO-DWS.

1.3 The Sub-recipient shall be prepared to expand or reduce the delivery of services to businesses and job seekers if there are increases or reductions and/or changes in

project services or scale are required due to actual funding allocations throughout the contract's term.

1.4 For the purposes of this agreement, this Service Provider is considered a "Sub-recipient" and the following reference from the Uniform Guidance Circular is applicable:

- 1.4.1 The non-Federal entity may concurrently receive Federal awards as a recipient, a sub-recipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities.
- 1.4.2 Subaward means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. 2 CFR §200.92
- 1.4.3 Characteristics that support the classification of the non-Federal entity as a sub-recipient include when the non-Federal entity:
 - a. Determines who is eligible to receive what Federal assistance;
 - b. Has its performance measured in relation to whether objectives of a Federal program were met;
 - c. Has responsibility for programmatic decision making;
 - d. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
 - e. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.
- 1.4.4 Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward 2CFR §200.22
- 1.4.5 Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:
 - a. Provides the goods and services within normal business operations;
 - b. Provides similar goods or services to many different purchasers;
 - c. Normally operates in a competitive environment;
 - d. Provides goods or services that are ancillary to the operation of the Federal program; and

- e. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirement may apply for other reasons. 2CFR §200.330

The sub-recipient will adhere to the outcomes as listed below:

Year 1	9/1/21 – 11/30/21 Q1	12/1/21 – 2/28/22 Q2	3/1/22 – 5/31/22 Q3	6/1/22 – 8/31/22 Q4	Total
Program Enrollments	New: 30	New: 30 Total: 60	New: 60 Total: 120	New:10 Total: 130	130

Year 2	9/1/22 – 11/30/22 Q1	12/1/22 – 2/28/23 Q2	3/1/23 – 5/31/23 Q3	6/1/23 – 8/31/23 Q4	9/1/23 – 12/31/23 Q1	Total
Program Enrollments	New: 20	New: 30 Total: 50	New: 20 Total: 70	New: 10 Total: 80	New: 2 Total: 82	82

Quarterly benchmark numbers are cumulative and serve as a guide towards progress of total goal. Enrollment numbers are dependent upon funding guidelines under Innovation Grant. Program Service delivery outcomes must be completed by 12/31/23.

2.0 Provider Roles and Responsibilities

2.1 Responsibilities and Requirements for Sub-recipient Financial Monitoring

- 2.1.1 Federal guidelines require that all recipients of federal funds authorized under the Innovation Grant be subject to financial monitoring to ensure that adequate financial controls are in place. When certain criteria are met, the contracted party is considered a “Sub-recipient” and must comply with all federal and state laws, rules and regulations that the LWDA is subject to (2 CFR §200.330).
- 2.1.2 The Sub-recipient is responsible for oversight of the operations of the Federal award supported activities. The Sub-recipient must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the Sub-recipient must cover each program, function, or activity.
- 2.1.3 Additionally, the Sub-recipient will be monitored by DEDO-DWS to ensure that the sub award is used for authorized purposes, in compliance with

Federal statutes, regulations, and the terms and conditions of the sub award; and that the sub award performance goals are achieved.

- 2.1.4 At a minimum, the Sub-recipient monitoring shall include:
- a. Reviewing financial and performance reports required by the pass-through entity.
 - b. Following-up and ensuring that the Sub-recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Sub-recipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - c. Issuing a management decision for audit findings pertaining to the Federal award provided to the Sub-recipient from the pass-through entity as required by §200.521 Management decision.

3.0 Relationship with the DEDO-DWS

To ensure the best possible performance of the Denver Workforce system in Denver County, and to derive a maximum return on public investment, the DEDO-DWS intends to support the Sub-recipient by providing certain services and supports.

3.1 The DEDO-DWS shall provide the Sub-recipient with the following at minimum but not limited to:

- a. Orientation to federal, state and local policies and procedures;
- b. Ongoing training on the Connecting Colorado data collection procedures as needed;
- c. Training regarding DEDO policies/procedures related to Innovation Grant funding as determined necessary by DEDO and/or requested by sub-recipient;
- d. Technical assistance, including information on best practices, and assistance in implementing effective management practices, customer service practices, etc.;
- e. Collaboration with DEDO-DWS Employer Services team which can include technical assistance, job fairs, customized recruitments, incumbent worker training and other services as deemed necessary;
- f. Labor market information (LMI);
- g. Support from DEDO-DWS Education services team including Career Pathways Information and workshops, information and evaluation of training program providers.
- h. Ongoing responsive support;
- i. Opportunities to share successful practices and discuss issues with other contracted service providers and partners; and
- j. The Sub-recipient shall be required to participate in technical assistance and training as designated by DEDO-DWS throughout the term of this contract.

4.0 Relationship with Required Partners and Denver Workforce System Integration

The Sub-recipient shall work in collaboration with DEDO-DWS and the One-Stop Operator to coordinate the delivery of Pandemic Response and Workforce Services among the various community partner agencies.

4.1 To achieve the goal of seamless service delivery to eligible job seekers and businesses, the Sub-recipient may be required to work in coordination with the Denver Workforce system network and its mandated partners, which include:

- a. Programs under Title I of including Adults, Dislocated Workers, Youth, Job Corp, YouthBuild, Native American programs and migrant and seasonal farmworker programs;
- b. Employment services under the Wagner-Peyser Act;
- c. Adult education and literacy services under Title II of ;
- d. Vocational Rehabilitation program authorized under Title I of the Rehabilitation Act of 1973;
- e. Career and Technical Education Programs at the post-secondary level authorized under the Carl Perkins Career and Technical Education Act of 2006;
- f. Jobs for Veterans State grant programs;
- g. Employment and training activities carried out under the Community Service Block Grant;
- h. Employment and training activities carried out by the Department of Housing and Urban Development;
- i. Programs authorized under State unemployment compensation laws;
- j. Programs under the Second Chance Act of 2007; and
- k. Temporary Assistance for Needy Families (TANF) authorized under part A of the Social Security Act.

5.0 Denver Workforce System Coordination

5.1 The Sub-recipient shall coordinate services across the system and with partner agencies; such services include the following:

5.1.1 Collaborative Partnership

- a. The Sub-recipient must actively participate in work teams organized by the One-Stop Operator and/or DEDO-DWS with vendors, and other required partners as well as center level meetings with co-located partners. These partnerships may also include collaboration with other Colorado Workforce Development Boards and other discretionary grants and local/regional partnerships. These partnerships are designed to provide coordinated responses to businesses and job-seekers and improve overall services to customers.

5.1.2 Referrals

- a. The Sub-recipient shall make referrals to other DEDO-DWS grant recipients across the Denver Workforce System and/or other qualified agencies or mandated partners deemed necessary for the job-seekers' development.

6.0 Program Service Delivery and Customer Flow

6.1 The Sub-recipient shall continue to enhance Denver’s workforce development system by focusing on a fully coordinated and integrated customer service strategy, which utilizes a strengths-based engagement approach. This model requires integration of the Customer Pool to ensure that all job-seekers flow seamlessly into the workforce system with a single point of entry and share a standardized common service flow.

6.1.1 This funding helps support individuals who have been economically impacted by the Covid-19 pandemic as defined in PGL GRT-2021-01 and PGL GRT 2021 02. The Service Provider will submit a sustainability plan statement to DEDO outlining how they will continue their project after the grant term expires. Sustainability plan shall be submitted to DEDO no later than September 30, 2022

6.2 Program Components

6.2.1 Colorado’s unemployment rate remains higher than pre-COVID levels, and the impacts of low-quality jobs and demands for skilled workers create stress within the labor market. The 2020 Colorado Talent Pipeline Report highlights impacts of the pandemic, top jobs and in-demand credentials, and discusses the plan for recovery in 2021. The purpose of these funds is to invest in the talent development of jobseekers through Reskilling, Upskilling, and Next-Skilling Colorado workers.

6.2.2 As defined in Policy Guidance Letter # GRT-2021-02 and DEDO-DWS policy and procedures funding is available for activities such as career counseling, career and academic exploration and planning, tuition, program implementation and administration, including staff time for reporting activities and staff training to support implementation; and more. This funding will support reskilling, upskilling, and next-skilling workers who lost employment or have remained unemployed due to the COVID-19 public health emergency and its negative economic impacts, with a focus on providing short-term training to obtain an industry-recognized certificate and related services, that will aid unemployed workers, including those from communities disproportionately impacted by the public health emergency.

6.2.3 Program implementation and administration, including staff time, reporting activities and staff training to support implementation.

6.2.4 Funds must be used in compliance with all applicable federal requirements, including but not limited to requirements and deadlines associated with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund.

6.3 Participant Eligibility

- 6.3.1 Contractor shall follow eligibility guidelines as defined in Policy Guidance Letter (PGL) # GRT-2021-02 and DEDO-DWS policy and procedures.
- a. The Sub-recipient will verify program eligibility prior to program enrollment in accordance with WIG funding guidelines. Documentation verifying eligibility for all programs must be collected within the timeframes required by State and local requirements. Eligibility documentation must be obtained and retained electronically in the state system, Connecting Colorado.
 - b. Eligible individuals must be age 16 or older and (currently or previously) economically impacted by the COVID-19 pandemic. This includes individuals who experienced household income loss or job loss since March 2020, additional household expenses, including the inability to access or continue education or training due to the COVID-19 pandemic. Participant eligibility may be self-attested. If self-attestation is verbal and the area does not provide the client check-box associated with the individual's name, a C-Note may be used to document the attestation alongside client contact information.
 - c. Individuals must attest to the following statement approved by the Governor's Office:
 - i. "I attest that I have experienced an economic loss due to the COVID-19 pandemic, such as lost or adverse changes in employment, increased food or housing insecurity, was formerly incarcerated, had to withdraw from college after March 13,2020, or suffered another form of economic loss."
 - d. Veterans Priority of Service is not required. **Stimulus programs also do not require verification of lawful presence.**
 - e. Afghan refugees are not eligible for this program because their current situation is not attributable to the COVID-19 pandemic. An individual is not eligible for this program due to leaving employment or being terminated because of COVID-19 vaccine requirements.
- 6.3.2 The Sub-recipient will verify program eligibility prior to program enrollment in accordance with the Innovation Grant funding guidelines. Documentation verifying eligibility for all programs must be collected within the timeframes required by State and local requirements. Eligibility documentation must be

obtained and retained electronically in the state system, Connecting Colorado.

7.0 Program Enrollment, Documentation, and Exits

7.1 Tracking in Connecting Colorado:

- 7.1.1 Connecting Colorado is the database of record for this program. Program participants must be registered in Connecting Colorado under Program Code as defined through PGL # GRT-2021-02. All services must be entered using existing service codes in Connecting Colorado. The credentials earned are required for each participant.
- 7.1.2 Contractor shall follow case file requirements and exit guidelines as defined through PGL # GRT-2021-02 and/or DEDO-DWS guidance, policy and procedures.

7.2 Orientation, Assessment, and Suitability

- 7.2.1 Initial assessment of the customer's needs and barriers that includes, but is not limited to: assessment of skill levels, aptitudes, abilities (including skills gaps), supportive service needs, motivation, desire, and availability for work. Completion of individual service codes to be captured and documented in Connecting Colorado.

8.0 Performance Management and Outcomes

8.1 Performance Outcomes and Benchmarks

- 8.1.1 The Sub-recipient will be evaluated on outcomes for services provided to participants, program compliance audits, enrollments, capacity level, placements in unsubsidized employment, quality review assessment, case notes, and successful execution of assigned special projects, as well as, additional information on the number of referrals to training, and the negotiated loading plan.
- 8.1.2 In addition, the following benchmarks will be monitored and evaluated as part of future funding recommendations:
 - a. Expenditure rates
 - b. Three Part Program Cost Breakdown
 - i. Direct cost to customer
 - ii. Admin/Oversight (management)
 - iii. Program Delivery (case managers)
 - iv. Programmatic compliance

8.1.3 Grant Performance Measures

The Innovation Grant funding has specific targets for some performance measures. Other measures will be tracked to set a baseline for future programs.

Total Participants Served	
# Of Credentials Earned	TBD
# Of Short-term Training Completions	TBD
Employment Rate - 2nd Quarter after Exit	TBD
Employment Rate - 4th Quarter after Exit	TBD

MCRC Performance Measures:

Total Participants Served (Includes 60 participants to be served by Spring Institute)	212
# Of Credentials Earned	123
# Of Short-term Training Completions	70
Employment Rate - 2nd Quarter after Exit	52
Employment Rate - 4th Quarter after Exit	41

Additional MCRC metrics:

- a. 35 will earn Postsecondary Credit (via Prior Learning Assessments)
- b. 40 will enter a postsecondary track
- c. 19 will complete a credential or will be on track
- d. 36 will increase hourly wage by at least 20% from enrollment to employment placement
- e. 24 will increase a yearly wage by at least 20% from enrollment to employment placement

Spring Institute Performance Measures:

Total Participants Served	60
# Of Short-term Training Completions	30

Additional Spring Institute metrics:

50% will increase ABE/GED/ESL/Digital Literacy Skills

8.1.4 Periodic Reporting and Meetings

- a. The Sub-recipient must comply with all Local, State and Federal reporting requirements.

- b. As required by the DEDO-DWS, the Sub-recipient shall document, record, and report actual outcomes on a monthly basis, and provide timely and accurate monthly reports in the format designated by the DEDO-DWS. The Sub-recipient is required to complete a quarterly report with success stories and will be required to assist in the completion of other reports as designated by the DEDO-DWS, CDLE or CWDC.
- c. The Sub-recipient is also required to have staff representation at all administrative meetings and staff training workshops as determined by the DEDO-DWS.
- d. The DEDO-DWS will hold monthly/quarterly review meetings with the Sub-recipient to review progress toward planned versus actual benchmarks.
- e. Ad hoc and periodic reports will be required and should be anticipated.
- f. The Sub-recipient must have skilled and/or trained staff who will design and/or maintain an information system that will provide data on who is served (i.e. customer demographic information), when and how they are served (i.e. service delivery information) and the outcomes achieved (i.e. performance data).
- g. The Sub-recipient will be continually evaluated based on their performance on the CDLE performance measures and the DEDO-DWS benchmarks. This progress will be reviewed at Monthly TA meetings. In the event that the Sub-recipient is failing to meet benchmarks they shall submit corrective action plans or participate in training or technical assistance meetings. The Sub-recipient will present progress toward benchmarks at select Workforce Development meetings.
- h. Sub-recipient contract renewals will be largely based on achievement of benchmarks. The DEDO-DWS also reserves the right to impose additional conditions and/or restrictions on the contract award, implement probationary periods, undertake any other corrective action, reduce funding or end contracts based on poor performance on any of the benchmarks.

8.1.5 Reporting Requirements

Where required or permitted by law or regulations, the DEDO-DWS reserves the right to add, remove or change measures, targets, conditions, reporting deadlines, or restrictions as it deems reasonable.

The sub-recipient must report the below quarterly performance information to DEDO designated staff:

- a. total participants served;
- b. total number of participants beginning education/training activities;
- c. total number of participants completing education/training activities;

- d. total number of participants that complete education/training activities that receive a degree or certificate, to include type of degree/certificate, and industry;
- e. total number of participants that complete education/training activities that are placed into unsubsidized employment to include wages, employer, and position
- f. Participant success stories as applicable

Reporting Period	Report Due to DEDO	DEDO Report Due to State
7/1/21 - 12/31/21		
1/1/22-3/31/22		
4/1/22 - 6/30/22	7/1/22	7/7/22
7/1/22 - 9/30/22	10/3/22	10/7/22
10/1/22 - 12/30/22	1/2/23	1/6/23
1/1/23 - 3/31/23	4/3/23	4/7/23
4/1/23 - 6/30/23	7/3/23	7/7/23
7/1/23 - 9/30/23	10/3/23	10/6/23
10/1/23 - 12/30/23	1/3/24	1/8/24

8.1.6 Financial Reporting

The sub-recipient will submit expenditures each month using standard fiscal reporting procedures.

9.0 Program Staffing

9.1 The Sub-recipient should provide continuous career coaching and planning services to registered job-seekers.

9.2 DEDO-DWS has set up minimum skill and duties for workforce navigators within the system as noted below:

- a. Ongoing regular contact with the customer on all aspects of their workforce development needs. This should be documented in the participant tracking system of record.
- b. Active participation must be documented and supported with appropriate services.
- c. Customer contact must be completed on a regular basis and case notes must be written at every point of contact relating to the participant's goals and services provided.
- d. Coordination of services for each participant with mandated program partners, including referrals to other workforce development system partners or other service providers and mentoring and counseling programs. The coordination of service delivery by all providers involved shall be documented in the participant's case file.
- e. Provision of educational, job development, job placement and job retention services.
- f. Quality referrals for job order; including professionally prepared resumes and materials.
- g. Workforce development technology systems to track services used by the participant and to provide the participant with information on growth

industries in the Denver metro area and training provider performance. These technologies will include Connecting Colorado, and/or any other DEDO-DWS system of record.

- h. Refer participants for ancillary services as appropriate.

9.3 Knowledge and Skills

9.3.1 As mentioned above, in order to effectively provide the range of services that will be required, staff should develop certain additional skill sets and knowledge.

9.3.2 These skills and knowledge include, but are not limited to:

- a. Knowledge of Innovation Grant guidelines and DEDO-DWS policies and procedures;
- b. A high level of command over caseload composition, status, and entry/exit needs;
- c. Knowledge of the various barriers to employment that job-seekers may face to assist job-seekers in overcoming those barriers, including supportive services;
- d. The ability to navigate the respective system of record and any other technology required for successful program management;
- e. The ability to use all available resources to achieve the employment and employment-related outcomes;
- f. Knowledge of local labor market data and/or knowledge of resources informing local labor market data;
- g. Knowledge of community resources and the ability to refer and link participants with necessary services;
- h. Clear understanding of the customer's right to confidentiality; that all information provided remains confidential and should not be released to employers or other service providers without consent from the customer or his/her legal guardian; and

9.3.3 Business Services

- a. The sub-recipient will conduct employer outreach to develop job placements for participants. They may also hold focused hiring events for participants, virtual hiring events, and may also develop work-based learning interventions to ensure participants are gaining industry recognized skills and credentials.

9.3.4 Supportive Services

- a. The grant may supplement allowable supportive services funding by providing support services, as needed and reasonable, to support the success and outcomes of program participants. For participants requiring supportive services, local areas will provide services when possible and as participants are eligible.

9.4 Staff Training and Professional Development Plan

9.4.1 The Sub-recipient may provide different methods of professional development and ongoing training for their staff. The Sub-recipient is expected to provide staff with opportunities for continuous development of skills related to Innovation Grant funding services. The format may be third-party training, in-house training provided by the agency, training provided by the DEDO-DWS or any combination; the specific skills focused on, the curriculum and delivery methods are choices of the agency. The Sub-recipient must participate in the DEDO-DWS sponsored professional development activities as applicable.

9.4.2 **Staff Orientation and Onboarding**

- a. The Sub-recipient is expected to provide orientation for those newly hired to deliver Innovation Grant funding services. Such orientation should include overview of Innovation Grant funding services; overview of relationship between the Sub-recipient, the DEDO-DWS, mandated partners; basic skills and best practices for service delivery; and other topics as indicated at any point by the DEDO-DWS.

9.4.3 **Staff Retention**

- a. Since staff quality has a significant impact on the quality of service delivery, and since agencies will be devoting effort to hiring and training good staff, agencies are expected to take effective steps to ensure the retention of quality staff.

9.4.4 **Salary and Wage Requirements**

- a. In accordance with its values, the DEDO-DWS seeks to provide high quality services to our customers. We believe in the increased professionalization of the workforce development field and strive to ensure that our system reflects the dignity of work. Consequently, the DEDO-DWS is requiring that all full-time positions receive a minimum salary that is in line with similar positions in the Denver metro area. The DEDO-DWS also strongly encourages the Sub-recipient to pay professional staff a competitive wage for their level of effort and expertise.
- b. Salary and Bonus Limitations“In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading ‘Employment and Training’ that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II.” This new requirement includes all grant funded projects. The PY22 amount for Executive Level II is \$203,700. The Sub-recipient must comply with this requirement. (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>)

10.0 Administrative Responsibilities

10.1 Compliance, Reporting and Recordkeeping

10.1.1 The Sub-recipient must comply with all Local, State and Federal reporting requirements. Specifically, the Sub-recipient will be required to document, record, and report actual outcomes, as required by DEDO-DWS, on a monthly basis. Timely, detailed, and accurate information on operations and performance is crucial to effective management of Denver's workforce development system. Therefore, funded agencies must capture and track (and enter to the respective system(s) of record) such information as requested by DEDO-DWS, and supply reports of such data in requested formats, in a professional manner, at requested intervals. All registrant data must be entered into the Connecting Colorado System (Connecting Colorado), which is the data tracking and case management system of record in Colorado.

10.1.2 In addition to Connecting Colorado, DEDO-DWS may require use of specific reporting or tracking systems, forms or other data management tools, and agencies are expected to have staff capable of executing against such requirements.

10.2 Customer Tracking Systems

10.2.1 The Sub-recipient shall use Connecting Colorado. The system shall be used, to track all job seeker and employer clients, including contact information, demographic information, program eligibility, services provided, outcomes and case notes. This data system must be used in accordance with the DEDO-DWS's written policies or State PGLs, as may be amended from time to time. Upon request by the Sub-recipient, the DEDO-DWS will provide a unique user name for each Agency staff person that requires access to the data system to perform the Agency's duties under this Contract. Each staff person will be given the minimum access required to perform their specific role under the Contract. The user names and their associated passwords are confidential and must not be shared. Agency agrees to abide by and cause all staff users to abide by the City and County of Denver Data Confidentiality and Security Agreement.

10.3 Language Assistance

10.3.1 The Sub-recipient must have sufficient Spanish-speaking staff to serve the Counties' significant Spanish-speaking populations. Other language capacity appropriate to the potential job-seeker customer population will also be required.

10.4 Accessibility to People with Disabilities

10.4.1 Title III of the Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in "places of public accommodation" (businesses and non-profit agencies that serve the public) and "commercial facilities" (other businesses). Agencies who are not fully compliant with

ADA are required to submit an "accessibility plan" outlining steps that need to be taken by the leaseholder to become both programmatically and physically accessible and the planned implementation dates. This accessibility plan must meet the criteria set forth in the ADA. All program services and facilities are expected to be accessible to persons with disabilities. For the ADA Title III Technical Assistance Manual please visit: <http://www.usdoj.gov/crt/ada/taman3.html>

10.5 Equal Opportunity and Non-Discrimination

- 10.5.1 As a condition to this award of financial assistance from the Department of Labor the Sub-recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
- a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
 - b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - c. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - d. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
- 10.5.2 Additionally, the Sub-recipient agrees to be in full compliance at all times with the Denver Workforce Services Non-Discrimination, Universal Access, and Equal Opportunity policy, Accessibility policy, and Complaints policy.

10.6 Customer Complaint Procedures

- 10.6.1 DEDO-DWS believes that customer complaints are opportunities to improve services. The primary goal of this complaint process is to address specific participant concerns, resolve the issues at hand in the most expedient manner, learn from the complaint and implement solutions throughout the entire system. The Sub-recipient must inform customers of the formal complaint process and work to resolve customer complaints in a timely fashion, as outlined in DEDO-DWS's Complaints policy.

10.7 Quality Control/Continuous Quality Improvement

- 10.7.1 The Sub-recipient is required to work with DEDO-DWS to ensure that the overall grant activities, deliverables, expenditures, and performance outcomes are in compliance with federal and state requirements.
- 10.7.2 The Sub-recipient shall submit to DEDO-DWS its plan to ensure, but not limited to the following:
- a. The elements of work performance to be monitored, either on a scheduled or unscheduled basis;
 - b. The methods to be used;
 - c. The title(s) of the individuals(s) who will perform the monitoring;
 - d. The method for identifying and preventing deficiencies in the quality of services performed before the level of performance can become unsatisfactory

10.7.3 The Sub-recipient is required to respond to all DEDO requests and error reports in a timely manner and ensure that all identified errors are corrected, if possible within the designated timeframe. Overall, the Sub-recipient shall ensure that all Innovation Grant funding services enrollments are in full compliance with Federal, State and Local regulations and policies.

10.7.4 The DEDO-DWS strives to deliver high quality services throughout the system. The Sub-recipient is expected to solicit customer feedback, analyze results, and identify areas for quality improvement. The DEDO-DWS will be exploring ways to improve services and solicit feedback from its job seeker and business customers.

10.7.5 The Sub-recipient shall participate in associated trainings, evaluation processes, and activities and implement processes that improve the quality of services provided to customers.

10.8 Meetings and Trainings

10.8.1 The Sub-recipient shall ensure appropriate staff representation at a variety of meetings and training sessions. These include, but are not limited to, monthly and quarterly meetings that require director or manager participation, and trainings likely to include many, if not all, of the staff. The Sub-recipient shall meet no less than monthly with the DEDO-DWS to review progress toward planned versus actual benchmarks.

10.9 Payroll and Wage Rate Policy

10.9.1 The Sub-recipient will be solely responsible for administering payroll services as either the **Employer of Record or through a third-party payroll provider and will follow work experience policy**; responsibilities to include the enforcement of all process and procedure in place for payroll, taxes, and worker's compensation coverage for program participants. Therefore, if the Sub-recipient plans to provide paid internships, work experiences, or other allowable compensated activities, these costs must be included as part of the contract budget. All participants enrolled in wage-paid activities shall not be paid less than the highest minimum wage under the Fair Labor Standard Act and Article XVIII, Section 15, of the Colorado Constitution or as specified in local policy.

10.10 Communications and Signage

10.10.1 The Sub-recipient is considered arms of Denver's workforce development system, much like branches or franchises of a corporation. As such, the Sub-recipient must adhere to all requirements and standards related to physical signage where services are provided including EO information, logos, publications, standard language in - related communications, and any other signage or communications requirements established by the DEDO-DWS. The Sub-recipient must also adhere to all requirements and standards related to physical and

electronic marketing, per the guidelines of the DEDO-DWS Marketing Division.

10.10.2 Specifically, all print or electronic collateral that promotes any programs/services provided under this contract must adhere to the following:

- a. Include the Denver Workforce Services logo as the primary and most prominent entity responsible for the program/service;
- b. Include the wording, [Sub-recipient] is a Sub-recipient for the City and County of Denver," regardless of whether the Sub-recipient's name appears in the collateral;
- c. Include the required funding disclosure information as defined by DEDO Public Communications Policy Series #2020-FIN-01.; and
- d. Include the required EO language: {Insert Program/Service Name here} *is an Equal Opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.* Please dial 7-1-1 or 1-800-659-2656 to use the TTY service Relay Colorado.

10.11 Further details regarding these three requirements, as well as important guidelines regarding branding and messaging, will be provided by Denver Workforce Services, both in writing and electronically.

10.11.1 All collateral and external communications which shall be used with the public or any community partners must be submitted to Denver Workforce Services in advance for approval prior to display or distribution.

10.11.2 Social media postings may be exempt from the above logo requirements, but must be approved in advance by Denver Workforce Services.

10.12 Technology Requirements

10.12.1 The Sub-recipient will need to match their organization's technological capacity to DEDO-DWS's minimal requirements. Any contractor connecting with Denver City IT must also comply with Denver's requirements that at minimum include VPN and background checks and annual Cyber Security Training.

10.12.2 All Computers at a minimum must have high speed internet access, Window 10 Enterprise Version 1909 and above, Current Release Google Chrome or Microsoft Edge, a graphics card that can support 1024x768. Security specifications must include: 1) automatic operating system upgrades, 2) firewall protection, 3) automatic virus upgrades, and 4) anti-spyware software.

10.13 Privacy and Confidentiality

- 10.13.1 The Sub-recipient must adhere to the DEDO Personally Identifiable Information policy to ensure the proper use of data and demonstrate that controls are sufficient to prevent identity theft, fraud and abuse as well as maintain a sophisticated and secure technology structure. These requirements must cover, at a minimum, the following:
- a. Participant eligibility documentation;
 - b. Program participant records, including all services provided and costs expended per participant;
 - c. Customers' records, including participant data forms, verification/documentation items, assessments tests and results, and documentation of outcomes;
 - d. Protection of personal and confidential customer information, including protected health information (HIPAA); and
 - e. Memoranda of Understanding (MOUs) between partner programs to share program, participant, and financial data that adhere to federal, state, and local privacy standards.
- 10.13.2 Organizations must follow City and County of Denver Executive Order 143 – Information Governance, House Bill 18-1128 – Personally Identifiable Information, NIST Privacy Framework and applicable laws including but not limited to Family Educational Rights and Privacy Act (FERPA), Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA), et al.
- 10.13.3 In addition, the Sub-recipient will require all program participants to sign a release of information that includes an explanation of the level and type of access, as well as restrictions on the use of the participant's data.
- 10.13.4 The Sub-recipient must provide DEDO with one of the following security control certifications on an annual basis: SSAE18, SOC2, ISO 27001, or most recent updated certification and/or other certification as agreed upon with Denver Tech Services.
- 10.13.5 The Service Provider must provide DEDO with a copy of data breach process and incident response policy at time of execution of contract and as modifications are made throughout the contract period. Policy must be in accordance with DEDO-DWS policies, as well as other local, State and Federal requirements.
- a. The Sub-recipient must notify DEDO of any data breaches or security incidents within 24 hours of identifying any breach or incident and mediate within 30 days, in accordance with DEDO-DWS policies, as well as other local, State, and Federal requirements.
- 10.13.6 The Sub-recipient must agree that DEDO and the City and County of Denver has the right to audit security and data handling measures at any time during the contract.

10.14 Documentation Management and Retention

- 10.14.1 DEDO-DWS is moving toward a paperless documentation system. Until that time, the Sub-recipient will maintain both hard and electronic copies of customer files in compliance with applicable regulations.
- 10.14.2 The Sub-recipient will be responsible for working with DEDO-DWS to fully implement paperless record keeping for all participants.
- 10.14.3 The Sub-recipient must ensure documents are legibly imaged to a prescribed file management and document imaging system.
- 10.14.4 The Sub-recipient must maintain program, participant, and financial records for seven years from completion of services in accordance with the City and County of Denver file retention policy.
- 10.14.5 The Sub-recipient shall develop procedures that ensure the proper use of data and demonstrate that controls are sufficient to prevent identity theft, fraud and abuse as well as maintain a sophisticated and secure technology structure.



**CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
STIMULUS INNOVATION GRANT
PROGRAM YEAR 2021
BUDGET SUMMARY**

A. Respondent: Mi Casa Resource Center
B. Project: Innovation Grant
C. Program Year: 2021-2023

D. Contract Number: OEDEV-202160434-02/202369769-02
E. Contract Period: September 1, 2021 - December 31, 2023
F. Requested Amount: \$568,000.00

Budget Summary for Stimulus Innovation Grant

(1) Item of Expenditure	(2) Total Project Cost requested from DEDO		(3) Other Federal Funding		(4) Other Non-Federal Funding		(5) Other City and County of Denver Funding		(6) Agency Total (All Funding Sources)	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Personnel	\$ 391,134	49.44%	\$ -	0.00%	\$ 400,000	50.56%	\$ -	0.00%	\$ 791,134	100.00%
Fringe	81,552	50.64%	-	0.00%	79,500	49.36%	-	0.00%	161,052	100.00%
Travel	250	2.81%	-	0.00%	8,650	97.19%	-	0.00%	8,900	100.00%
Supplies	1,428	10.25%	-	0.00%	12,500	89.75%	-	0.00%	13,928	100.00%
Contractual	25,000	62.50%	-	0.00%	15,000	37.50%	-	0.00%	40,000	100.00%
Other Direct Costs	2,000	2.52%	-	0.00%	77,317	97.48%	-	0.00%	79,317	100.00%
Participant Direct Costs	-	0.00%	-	0.00%	20,000	100.00%	-	0.00%	20,000	100.00%
Indirect Costs	50,136	30.09%	-	0.00%	116,464	69.91%	-	0.00%	166,600	100.00%
Direct Costs excluded from MTDC	16,500	100.00%	-	0.00%	-	0.00%	-	0.00%	16,500	100.00%
SUPPLEMENTAL CAP Projection	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	100.00%
TOTAL	\$ 568,000	43.78%	\$ -	0.00%	\$ 729,431	56.22%	\$ -	0.00%	\$ 1,297,431	100.00%

I: Respondent Authorization

Signature of Respondent Official **Date**

Name (Type or print)

Title (Type or print)

J: City and County of Denver Authorization

Signature **Date**

Name (Type or print)

Title (Type or print)



CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
STIMULUS INNOVATION GRANT
PROGRAM YEAR 2021
BUDGET MODIFICATION

A. Respondent: Mi Casa Resource Center
B. Program: INNOVATION GRANT
C. Program Year: 2021-2023
D. Contract Number: OEDEV-202160434-02/202369769-02
E. Contract Period: September 1, 2021 - December 31, 2023
F. Award Allocation: \$568,000.00

Table with 5 columns: (1) Item of Expenditure, (2) Current Approved Budget (\$), (3) Increases / (Decreases) (\$), (4) Modified Budget (\$), Original, Mod 1, Mod 2, Mod 3. Rows include Personnel, Fringe, Travel, Supplies, Contractual, Other Direct Costs, Participant Direct Costs, Indirect Costs, Direct Costs Excluded form MTDC, and TOTAL.

I: Respondent Authorization
Signature of Respondent Official
Date
Name (Type or print)
Title (Type or print)

J: City and County of Denver Authorization
Signature
Date
Name (Type or print)
Title (Type or print)

Note: This form must accompany all contract modification requests.



**CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
STIMULUS INNOVATION GRANT
PROGRAM YEAR 2021
PERSONNEL & FRINGE BUDGET MODIFICATION**

A. Respondent: Mi Casa Resource Center

C. Contract Number: OEDEV-202160434-02/202369769-02

B. Program: INNOVATION GRANT

D. Contract Period: September 1, 2021 - December 31, 2023

(1) Position/Title	(2) Employee(s) Name	(3) No. Employees	(4) Annual Salary (\$)	(5) Full-time Equivalent (FTE)	(6) Total Program Cost (\$)	(7) DEDO Share (\$)	(8) Brief Summary of Job Responsibilities (If not enough room include separate sheet).
Director of Career Pathways	Frances Williams	1	\$105,000	0.60	\$63,000	\$63,000	Oversee partnerships, total service delivery, outcomes/data evaluation, contracts, hiring/monitoring staff development and oversight
Career Pathways Trainer	Kathryn Wallisch	1	\$49,005	0.75	\$36,754	\$36,754	Provide cohort training for financial services, digital boot camp, and administration
Employment Success Coach	Brenna Johnson	1	\$48,714	0.75	\$36,535	\$36,535	Provide one-on-one coaching and consulting for enrolled participants, support with employment placement/referral efforts
Outreach & Enrollment Specialist - form	Alejandro Chavez	1	\$47,008	1.00	\$47,008	\$47,008	Conducts outreach and recruitment, one-on-one intake to ensure documentation is completed prior to enrollment, conducts TABE
Operations Coordinator - formerly Care	Daniela Ramirez Arias	1	\$59,000	0.70	\$41,300	\$41,300	Oversees adult pathway programming including financial services, google boot camp, and administration pathways
Post Secondary & Workforce Readiness	Chris Santangelo	1	\$56,040	0.45	\$25,218	\$25,218	Provides training for students at Collegiate Prep Academy, links students to post-secondary and career opportunities upon graduation
Project Director - FS Pathways	Brent Edwards	1	\$63,500	0.33	\$20,955	\$20,955	Oversees partnerships with MSU Denver, CCA, and CPA for all post-secondary credit and credential attainment
Student Services Coordinator	Brianna Barnes	1	\$60,055	0.10	\$6,006	\$6,006	Works with post-secondary placement for all students navigating MSU Denver and CCA Prior Learning Assessments and enrollment
Program Support Staff	Kasey Herndon	1	\$63,440	0.05	\$3,172	\$3,172	Oversee and implement marketing, outreach, recruitment, data, and evaluation for program
Assistant Director of Career Pathways	Alena Jimenez	1	\$71,000	0.50	\$35,500	\$35,500	Oversees all Career Pathways related programming, service deliver, class content, outreach, hiring, evaluation, quality assurance.
Career Pathways Trainer	To be hired	1	\$49,005	0.75	\$36,754	\$36,754	Provide cohort training for financial services, digital boot camp, and administration
Employment Success Coach	Diana Brooks	1	\$48,714	0.75	\$36,536	\$36,536	Provide one-on-one coaching and consulting for enrolled participants, support with employment placement/referral efforts
Program Support Staff	Nancy Enriquez	1	\$46,996	0.05	\$2,396	\$2,396	Oversee and implement marketing, outreach, recruitment, data, and evaluation for program
(9) Totals					\$391,134	\$391,134	

F. Fringe Benefits and Total Personnel Cost

Type of Fringe Benefits, includes the following, but not limited to:	Total Cost (\$)	DEDO Share (\$)	Please Show Calculations Below:
(10) a. Social Security & Medicare (FICA)	\$29,922	\$29,922	= 7.65% x Line 9
(11) Federal Unemployment Tax (FUTA)	\$2,738	\$2,738	= 0.70% x Line 9
(12) State Unemployment Insurance (SUI)	\$1,956	\$1,956	= 0.50% x Line 9
(13) Workers Compensation	\$0	\$0	= 0.00% x Line 9
(14) Other (Please List) Medical	\$43,025	\$43,025	= 11.00% x Line 9
(15) Other Please List Pension Benefits	\$3,911	\$3,911	= 1.00% x Line 9
(16) Total Fringe Benefits (Add Lines 10-15)	\$81,552	\$81,552	
(17) Total Personnel Costs (Line 9 plus Line 16)	\$472,686	\$472,686	



**CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
STIMULUS INNOVATION GRANT
PROGRAM YEAR 2021
NON-PERSONNEL BUDGET MODIFICATION**

A. Respondent: Mi Casa Resource Center **C. Contract Number:** OEDEV-202160434-02/202369769-02

B. Program: INNOVATION GRANT **D. Contract Period:** September 1, 2021 - December 31, 2023

(1)	(2)	(3)	(4)
Item of Expenditure	Total Program Cost (\$)	DEDO Share of Cost (\$)	Brief Line Item Description & Justification (Please show justification for Total Cost in the Budget Narrative)
TRAVEL TOTAL	\$250	\$250	Includes the following, but not limited to:
Local Travel	\$250	\$250	500 miles of Local travel to meet participants (\$.5/mile). Mi Casa employees traveling to perform services.
Other	\$0	\$0	
SUPPLIES TOTAL	\$1,428	\$1,428	Includes the following, but not limited to:
Program Supplies	\$1,428	\$1,428	Supplies directly related to programming
Other	\$0	\$0	
CONTRACTUAL TOTAL	\$25,000	\$25,000	Includes the following, but not limited to:
The Spring Institute	\$25,000	\$25,000	PAIRIN Assessments and TABE (Test of Adult Basic Education). No cost goes directly to participants
OTHER DIRECT COSTS TOTAL	\$2,000	\$2,000	Includes the following, but not limited to:
Testing - PAIRIN & TABE test	\$2,000	\$2,000	PAIRIN Assessments and TABE (Test of Adult Basic Education). No cost goes directly to participants
Other	\$0	\$0	
PARTICIPANT COSTS TOTAL (OJT & WE)	\$0	\$0	Includes the following, but not limited to:
Other	\$0	\$0	
INDIRECT COSTS TOTAL	\$50,136	\$50,136	Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method
	\$50,136	\$50,136	
DIRECT COSTS EXCLUDED FROM MTDC	\$16,500	\$16,500	
The Spring Institute	\$16,500	\$16,500	Instructor, oversight and benefits costs, books/classroom supplies, and indirect rate to support 60 enrolled participants. This charge will not be subject to our indirect cost rate in our budget proposal.
(5) TOTAL NON-PERSONNEL COSTS	\$95,314	\$95,314	

EXHIBIT H-2**1. PROTECTED INFORMATION AND DATA PROTECTION**

- 1.1. Compliance with Data Protection Laws:** The Contractor shall comply with all applicable 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.; § 24-85-103 (2.5), 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.
- 1.2. Personal Information:** "PII" means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-73-101, C.R.S. "PII" shall also mean "personal information" as set forth at § 24-73-103(1)(g), C.R.S. If receiving PII under this Agreement, the Contractor shall provide for the security of such PII, in a manner and form acceptable to the City, including, without limitation, City non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, and security audits. In addition, as set forth in § 28-251, D.R.M.C., the Contractor, including, but not limited to, the Contractor's employees, agents, and subcontractors, shall not collect or disseminate individually identifiable information about the national origin, immigration, or citizenship status of any person, over and above the extent to which the City is required, under this Agreement, to collect or disseminate such information in accordance with any federal, state, or local law.
- 1.3. 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 PII. 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

EXHIBIT H-2

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., and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S.

- 1.4. 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.
- 1.5. 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

EXHIBIT H-2

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.

- 1.6. 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 comply with all requirements, 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.
- 1.7. 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.
- 1.8. 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

EXHIBIT H-2

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.

- 1.9. 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.
- 1.10. 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.