#### AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City," and STATE OF COLORADO, DEPARTMENT OF HIGHER EDUCATION, BY THE STATE BOARD FOR COMMUNITY COLLEGES AND OCCUPATIONAL EDUCATION FOR THE USE AND BENEFIT OF THE COMMUNITY COLLEGE OF DENVER, whose address is 1111 W. Colfax Ave., Denver, CO 80204 (the "Contractor"), each a "Party" and collectively the "Parties."

The Parties agree as follows:

- 1. <u>DEFINITIONS</u>: The capitalized terms used in this Agreement and any and all exhibits hereto will have the meanings given such terms in the paragraph in which such terms are parenthetically defined. The meanings given to terms defined will be equally applicable to the singular and plural forms of such terms. In addition, the following capitalized terms shall have the following meanings:
- **A.** "City" means the City and County of Denver or a person authorized to act on its behalf.
- **B.** "Subcontractor" means an entity, other than the Contractor, that furnished or furnishes to the City or the Contractor services or supplies (other than standard office supplies, office space or printing services) pursuant to this Agreement.
- **C.** "Program" shall mean any and all authorized services and activities necessary to administer the Agency's responsibilities concerning discretionary youth employment and training programs.
- 2. <u>TERM</u>: This Agreement will commence on November 1, 2024, and will expire at 11:59:59 p.m. on June 30, 2025 (the "Term"). The Term may be extended by written amendment to this Agreement. 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 services are completed or earlier terminated by the Director.
- 3. <u>COORDINATION AND LIAISON</u>: The Contractor will fully coordinate all services under this Agreement with the Director of Denver Workforce Services, a division of the City's Denver Economic Development & Opportunity (the "Director" and the "Agency," respectively), or the Director's then-current identified designee.

#### 4. <u>SERVICES TO BE PROVIDED</u>:

**A.** At the direction of the Director, the Contractor shall diligently undertake, perform, and complete all of the services, achieve all of the performance measures, and produce all the deliverables set forth on **Exhibit A, the Scope of Services** (the "Services"), to the City's satisfaction.

- **B.** The Contractor is ready, willing, and able to provide the Services required by this Agreement.
- **C.** The Contractor shall faithfully perform the Services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement.
- **D.** The Contractor shall not establish practices that create disincentives to providing Services to individuals with barriers to employment who may require longer-term Services, such as intensive employment, training, and education services.

#### 5. <u>COMPENSATION AND METHOD OF PAYMENT:</u>

- **A.** <u>Budget</u>: The City shall pay and the Contractor shall accept as the sole compensation for Services rendered, performance measures achieved, and costs incurred under this Agreement in accordance with the budget contained in **Exhibit B**, and **Exhibit C**, entitled Fiscal System Design. Amounts billed may not exceed the budget set forth in **Exhibit B**.
- **B.** Reimbursable Expenses: There are no reimbursable expenses allowed under this Agreement. All of the Contractor's expenses are contained in the budget in Exhibit B.

#### C. Invoices.

format and with a level of detail acceptable to the City in accordance with **Exhibit B**. The Contractor's invoices must identify reasonable allowable direct costs and allocable indirect costs actually incurred in accordance with the budgeted categories and amounts contained in **Exhibit B**. The amounts invoiced by the Contractor will be payable upon receipt and acceptance of designated work product as set forth herein and as fully documented by the Contractor's periodic invoice. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only, for work performed during the prior month. Invoices submitted for Services rendered that are submitted after such deadline are considered to be untimely and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. The Contractor's invoices will set forth the methodology used to determine costs for Services invoiced. The City will have the right to dispute, and withhold payment for, any invoice that does not contain a sufficient statement of the Contractor's methodology used to determine costs for Services invoiced.

#### **D.** Maximum Contract Amount:

(1) Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **SEVEN HUNDRED EIGHTY-ONE THOUSAND NINE HUNDRED SIXTY-TWO DOLLARS AND NO CENTS (\$781,962.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments to this Agreement for any further services, including any Services, performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those

in **Exhibit A** are performed at the Contractor's risk and without authorization under this Agreement.

- (2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- Ε. **Recovery of incorrect payments:** The City has the right to recover from the Contractor any and all incorrect payments issued to the Contractor due to any omission, error, fraud, and/or defalcation including but not limited to applying a deduction from subsequent payments under this Agreement or other means of recovery by the City as a debt due to the City or otherwise as provided by law. If, as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. The foregoing in no way limits the Contractor's obligation to reimburse the City for any costs or expenses paid under this Agreement that have been determined to be unallowable or disallowed by the City in accordance with applicable federal, state, or City laws, or the Charter, ordinances, rules, regulations, policies, and Executive Orders of the City and County of Denver.
- **F.** Additional Program Conditions: If additional conditions are lawfully imposed on the Program by federal law, state law, or local law, executive orders, rules and regulations, or other written policy instrument of the City, the Contractor will comply with all such additional conditions. If the Contractor is unable or unwilling to accept any such additional conditions concerning the administration of the Program, the City may withhold payment to the Contractor of any unearned funds. If the City withholds payment for this reason, the City shall advise the Contractor and specify the actions that must be taken as a condition precedent to the resumption of payments.
- G. Return of unexpended funds: In the event the City determines that the Contractor possesses an unexpended balance of funds from any advance payments made to the Contractor, then all such unexpended advanced funds will be returned to the City within ten (10) days written notice to the Contractor. The City's acceptance of any such amounts shall not constitute a waiver of any claim that the City may otherwise have arising out of this Agreement.
- H. No duplication of funds for same Services: The monies provided for and received under this Agreement are the only and sole funds received by the Contractor from or through the City and County of Denver for payment of the Services provided under this Agreement. In the event the Contractor shall receive any other monies from or through the City or any other party in order to provide the Services, then the compensation received hereunder may be reduced

by such amount or amounts at the sole option of the City. The Contractor shall report promptly, in writing to the Director, all amounts received upon receipt.

- **6. EMPLOYMENT WITH FUNDS:** In connection with the performance of services under this Agreement, the Contractor shall submit pertinent job availability information on each job or position created with the use of the funds provided hereunder to the City's Denver Economic Development & Opportunity, in the workforce job system, <a href="www.connectingcolorado.com">www.connectingcolorado.com</a> or other system as may be required.
- 7. <u>STATUS OF CONTRACTOR</u>: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

#### 8. <u>TERMINATION</u>:

- **A.** The City has the right to terminate this Agreement with cause upon written notice effective immediately, and without cause upon ten (10) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the Director.
- **B.** Notwithstanding the preceding paragraph, the City may terminate this Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bidrigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.
- C. Upon termination of this Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in this Agreement.
- **D.** If this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under this Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".
- **9. REQUIRED BACKGROUND CHECKS:** The Contractor shall cooperate and comply with Denver Economic Development & Opportunity's then-current "Background Checks Concerning Placement of Youth Participants Policy" for programs or services provided to youth under age 18.
- **10. EXAMINATION OF RECORDS/AUDIT REQUIREMENTS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any

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

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

#### 12. <u>INSURANCE</u>:

- **A.** <u>General Conditions</u>: At all times during the term of this Agreement, including any renewals or extensions, Contractor shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. This obligation shall survive the termination of this Agreement.
- B. <u>Subcontractors and Subconsultants</u>: Contractor shall ensure that all such Subcontractors and Subconsultants (Subcontractors) maintain the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor agrees to provide proof of insurance for all such Subcontractors upon request by the Contractor. The insurance coverages specified in this Agreement are the minimum requirements, and do not lessen or limit the liability of the Subcontractor. The Subcontractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- **C.** <u>Additional Insureds</u>: For Commercial General Liability and Auto Liability, Subcontractor's insurer(s) shall include Contractor and the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- D. Workers' Compensation/Employer's Liability Insurance: Subcontractor shall maintain 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.

- **E.** Commercial General Liability: Subcontractor shall maintain a Commercial General Liability insurance policy with minimum 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 (if applicable), and \$2,000,000 policy aggregate.
- **F.** <u>Automobile Liability</u>: Subcontractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- **G.** <u>Cyber Liability</u>: 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.
- 13. <u>LIABILITY</u>: Each party will be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement will be construed as: (i) an express or implied waiver by either Party of their respective governmental immunity; (ii) an express or implied acceptance by either Party of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq.; (iii) a pledge of the full faith and credit of either Party; or (iv) the assumption by either Party of a debt, agreement, or liability of the other Party in violation of Article XI, Section 1 of the Constitution of Colorado.
- **TAXES, CHARGES, AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under this Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.
- 15. ASSIGNMENT AND SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director of Denver Economic Development & Opportunity's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

- **16. INUREMENT:** The rights and obligations of the Parties inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of this Agreement.
- 17. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.
- **18. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.
- **19. SEVERABILITY:** Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

#### **20. CONFLICT OF INTEREST:**

- **A.** No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
- **B.** The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.
- **21. NOTICES:** All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the Contractor at the address first above written, and if to the City at:

Director of Denver Workforce Services or Designee Office of Denver Economic Development & Opportunity City and County of Denver 101 West Colfax Avenue, Suite 850 Denver, CO 80202 With a copy of any such notice to:

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

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

#### 22. Reserved.

- 23. GOVERNING LAW; VENUE: This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District.
- 24. <u>NO DISCRIMINATION IN EMPLOYMENT</u>: In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
- **25.** <u>COMPLIANCE WITH APPLICABLE LAWS</u>: The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.
- 26. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

- **27. LEGAL AUTHORITY:** The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he, she or they has/have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.
- **28. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any party merely because any provisions of this Agreement were prepared by a particular party.
- 29. INTELLECTUAL PROPERTY RIGHTS: The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.
- **30. SURVIVAL OF CERTAIN PROVISIONS:** The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance 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.
- 31. <u>ADVERTISING AND PUBLIC DISCLOSURE</u>: The Contractor shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

- **32.** <u>CITY EXECUTION OF AGREEMENT</u>: This Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.
- **33.** AGREEMENT AS COMPLETE INTEGRATION/AMENDMENTS: This Agreement is the complete integration of all understandings between the parties as to the subject matter of this Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.
- 34. <u>USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS</u>: The Contractor shall cooperate and comply with the provisions of City Executive Order 94 and Attachment A thereto 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 the City barring the Contractor from City facilities or participating in City operations.

#### 35. CONFIDENTIAL INFORMATION; OPEN RECORDS:

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

#### B. <u>Use and Protection of Proprietary Data or Confidential Information</u>:

Contractor agrees that it 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 any data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing data, Proprietary Data or confidential information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Executive Director and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

- 2. The Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) the Contractor shall, upon the expiration or earlier termination of this Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.
- 3. The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.
- 4. The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.
- 5. Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and 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 the Proprietary Data or confidential information. The 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, but not limited to, 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, the Contractor agrees to contact the City immediately.
- provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-201, et seq., C.R.S., and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same.
- **36. TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

- **37. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.
- 38. <u>ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS</u>: The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

#### ATTACHED EXHIBITS

Exhibit A Scope of Services

Exhibit B Budget

Exhibit C Fiscal System Design

Exhibit D Protected Information and Data Protection

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

Contract Control Number: Contractor Name:	OEDEV-202477257-00 COMMUNITY COLLEGE OF DENVER					
IN WITNESS WHEREOF, the part Denver, Colorado as of:	ies have set their hands and affixed their seals at					
SEAL	CITY AND COUNTY OF DENVER:					
ATTEST:	Ву:					
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:					
Attorney for the City and County of D	Denver					
Ву:	By:					
	By:					

#### Contract Control Number: Contractor Name:

#### OEDEV-202477257-00 COMMUNITY COLLEGE OF DENVER

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By: Dr. Marielena De Sanctis	_
0000011101 E00474	
Dr. Marielena DeSanctis Name:	
(please print)	
Title: President	_
(please print)	
ATTEST: [if required]	
By:	_
Name:(please print)	_
(preuse print)	
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# Scope of Services Denver Careers Construction Program Service Provider City and County of Denver Economic Development & Opportunity And Community College of Denver - WorkNow November 1, 2024 – June 30, 2025

Federal Award ID (FAIN) #: Federal Award Date: Federal Awarding Agency:

Pass-Through Entities: City & County of Denver

Denver Economic Development & Opportunity (DEDO)

101 W. Colfax Ave Suite 850 Denver CO 80202

**Awarding Official:** 

Pass-Through UEI #:

Subrecipient UEI#:

CFDA:

**Total Federal funds** 

obligated to subrecipient \$0.00 Total amount of Federal Award \$0.00

#### 1.0 Introduction

- 1.1 This scope of service outlines Program, Administrative, and other requirements that must be satisfied by Community College of Denver 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 Development (DWD) to operate programs as prescribed by the City and County of Denver. This contract is not for research and development.
- 1.2 The purpose of this contract is to support employers in Incumbent Worker Training (IWT) or training and upskilling existing staff. This training will provide workers with the skills necessary to retain employment and see advancement within the organization. The Incumbent Worker Training program provides funding for businesses to avert layoffs, increase the company's competitiveness, and see an increase in return on investment into their employees.
- 1.3 As policies and/or procedures are revised or updated, DEDO-DWD will release formal notification and policies electronically. DEDO-DWD will develop policies and procedures in alignment with local, state, and federal requirements. DEDO-DWD may request that the Contractorprovide input on policy and/or procedure drafts; the Contractoris expected to provide input on the policy and/or procedure draft(s) to DEDO-DWD within specified timeframes.

- 1.4 The Contractorshall 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.
- **1.5** For the purposes of this agreement, this Service Provider is considered a "Subrecipient" and the following reference from the Uniform Guidance Circular is applicable:
  - 1.5.1 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.
  - 1.5.2 Subaward means an award provided by a pass-through entity to a Contractorfor the Contractorto 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
  - 1.5.3 Characteristics that support the classification of the non-Federal entity as a Contractorinclude when the non-Federal entity:
    - 1. Determines who is eligible to receive what Federal assistance;
    - 2. Has its performance measured in relation to whether objectives of a Federal program were met;
    - 3. Has responsibility for programmatic decision making;
    - 4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
    - 5. 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.
  - 1.5.4 A Contract refers to 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.
  - 1.5.5 Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:
    - 1. Provides the goods and services within normal business operations;
    - 2. Provides similar goods or services to many different purchasers;
    - 3. Normally operates in a competitive environment;
    - 4. Provides goods or services that are ancillary to the operation of the Federal program; and
    - 5. 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 Contractorwill adhere to the outcomes as listed below:

	<b>Q1</b> July – Sept 2024	<b>Q2</b> Oct – Dec 2024	<b>Q3</b> Jan – Mar 2025	Q4 April – June 2025	Total
Program Enrollments	N/A	New: 25 Total: 25	New 60: Total: 85	New:85 Total: 170	170

Quarterly benchmark numbers are cumulative and serve as a guide towards the progress of the total goal. Enrollment numbers are dependent upon funding guidelines under the DCCP Incumbent Worker Training program.

#### 2.0 Provider Roles and Responsibilities

- 2.1 Responsibilities and Requirements for ContractorFinancial Monitoring
  - 2.1.1 DEDO-DWD requires that all recipients of funds authorized under the DCCP IWT 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 City and County of Denver is subject to (2 CFR §200.330).
  - 2.1.2 The Contractoris responsible for oversight of the operations of award supported activities. The Contractormust monitor its activities under this award to assure compliance with applicable City and County of Denver policies, requirements and performance expectations are being achieved. Monitoring by the Contractormust cover each program, function, or activity.
  - 2.1.3 Additionally, the Contractorwill be monitored by DEDO-DWD to ensure that the sub award is used for authorized purposes, in compliance with City and County of Denver, 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 Contractormonitoring shall include:
    - Reviewing financial and performance reports required by the passthrough entity.
    - Following-up and ensuring that the Contractortakes timely and appropriate action on all deficiencies pertaining to the City and County of Denver award provided to the Contractorfrom the pass-through entity detected through audits, on-site reviews, and other means.
    - Issuing a management decision for audit findings pertaining to the City and County of Denver award provided to the Contractorfrom the passthrough entity as the City and County of Denver follows 2 CFR 200.

#### 3.0 Relationship with the DEDO-DWD

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-DWD intends to support the Contractorby providing certain services and supports.

- **3.1** The DEDO-DWD shall provide the Contractor with the following at minimum but not limited to:
  - a. Orientation to federal, state, and local policies and procedures, as applicable;
  - b. Ongoing training on the Connecting Colorado data collection procedures as needed:
  - c. Training regarding DEDO policies/procedures related to DCCP 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-DWD Employer Services team which can include technical assistance, job fairs, customized recruitments, incumbent worker training, labor market information (LMI), and other information and services as deemed necessary;
  - f. Ongoing responsive support;
  - g. Opportunities to share successful practices and discuss issues with other contracted service providers and partners; and
  - h. The Contractorshall be required to participate in technical assistance and training as designated by DEDO-DWD throughout the term of this contract.

#### 4.0 Program Service Delivery and Customer Flow

#### 4.1 Program Components

- 4.1.1 The purpose of these funds is to invest in the talent development of jobseekers through upskilling Colorado workers. This program is anchored around Incumbent Worker Training opportunities for participants. While other services and supports may be available to the individuals, an Incumbent Worker Training placement is a required component of the program.
- 4.1.2 Incumbent Worker Training is designed to meet the specific requirements of an employer or group of employers with the commitment that the business or businesses employ an individual(s) upon successful completion of the training.
- 4.1.3 Allowable types of training include:
  - The introduction of new technologies:
  - The introduction to a new product or service procedures that may lead to increased competitiveness and improve the efficiency of the business operations;
  - Upgrading to new jobs that require additional skills;
  - Registered Apprenticeship programs;
  - English as a Second Language (ESL) training; and
  - Other appropriate purposes identified by the employer as essential to retention and/or advancement and approved by DEDO-DWD.

- 4.1.4 Allowable training providers include:
  - Community and technical colleges;
  - Vocational-technical centers;
  - State colleges and universities;
  - Licensed and certified private entities/institutions;
  - Industry specific consulting or training organizations;
  - Professional associations or credentialing entities; and
  - The business itself (through in-house trainers). If in-house training is provided, it must be for training to support new skills that will make the employer more competitive or avert layoffs.
- 4.1.5 Reimbursable costs include:
  - Instructor's/Trainer's training-related wages;
  - · Curriculum Development;
  - Textbooks, manuals, materials, and supplies; and
  - Examination for certification (if a separate cost).
- 4.1.6 Costs that are not reimbursable include:
  - Employee/trainee wages;
  - Costs incurred prior to the date of the participant's program enrollments;
  - Capital improvements;
  - Travel, food, and lodging;
  - Membership fees and/or dues; and
  - Training Equipment Purchases need DEDO's approval before they are considered allowable reimbursable expenses.
- 4.1.7 Sub-recipients are required to pay the non-covered share of the cost of providing training to their incumbent workers, if applicable.
- 4.1.8 Employers participating in the program are required to retain all employees receiving this training under this grant for a minimum of six (6) months post-training. Training providers are expected to work with participants and employers to ensure participants are retained within the industry or occupational group for a minimum of six months post-training.
- 4.1.9 The following criteria will be assessed to determine the appropriateness and allowability for incumbent worker training:
  - The characteristics of the incumbent workers to be trained, specifically the extent to which they historically represent individuals with barriers to employment and how they would benefit from retention or advancement.;
  - The quality of the training (e.g. industry-recognized credentials, advancement opportunities);
  - The number of participants the employer plans to train or retain; and
  - The wage and benefit levels of participants (before and after training).

#### 4.1.10 Training must be:

- Designated to meet the special requirements of an employer or group of employers to retain a skilled workforce or avert the need to lay off employees by assisting the workers in obtaining the skills necessary to retain employment;
- Conducted with a commitment by the employer to avert the layoff of the incumbent worker(s) trained, or otherwise retain the worker(s), or to promote the worker within the organization;
- May only begin after the participant has been deemed eligible and enrolled in the program;
- Delivered after the participant has been deemed eligible and enrolled into the program; and
- May include apprenticeship training.

#### 4.1.11 The Incumbent Worker (the participant):

- Must be employed, meeting the Fair Labor Standards Act Requirements for an employer-employee relationship; and
- Must have an established employment history with the industry or occupational group for a minimum of six months. As these funds are being released by the City and County of Denver, selected providers should be focused on serving either Denver residents or Denver employers, or both.

#### 4.2 Participant Eligibility

- 4.2.1 Contractor shall follow eligibility guidelines as defined as follows:
  - Denver resident (preferred)/Colorado resident;
  - Eligible to work in the United States of America;
  - 16 years or older at the date of the application;
  - Falls within one of the following DCCP priority populations:
    - Socially disadvantaged A minority individual or woman who has been subjected to racial, ethnic or gender prejudice or significant cultural bias within American society in the city's marketplace because of his or her identity as a member of a group and without regard to individual qualities. Social disadvantage must stem from circumstances beyond the individual's control;
    - o Individual or family is currently receiving public assistance
    - Veteran any person who has served any amount of time in any branch of the United States Armed Forces;
    - Lives in a DCCP priority neighborhood Sun Valley, Globeville, Westwood, Barnum, Lincoln Park, Villa Park, Elyria Swansea, Clayton, Montbello, Northeast Park Hill, Valverde, College View, Athmar Park, Cole, East Colfax, Ruby Hill, Mar Lee, and Kennedy.

 The Contractorwill verify program eligibility prior to program enrollment in accordance with DEDO-DWD policy. Documentation verifying eligibility for all programs must be collected within the timeframes required by DEDO-DWD. Eligibility documentation must be obtained and retained electronically in the system of record, Connecting Colorado.

#### 4.3 Proposed Program Design

The Contractor submitted the following program design to DEDO-DWD:

Incumbent worker training and upskilling will focus on three areas for employed WORKNOW members pursuing retention and career growth support. These courses are selected based on the needs identified as "most valuable to support retention" in the 2023 WORKNOW employer partner survey and the 2023 WORKNOW member survey.

The proposed 170 individuals receiving training will come from three different areas:

Entry position advancement (training to include apprenticeship scholarships for individuals moving from helper, laborers or tech positions, and trade skill bootcamps in electrical and carpentry and concrete to advance laborers, Basic safety and traffic control); general adult education and English language courses Upskilling Credential Attainment (training to include Safety and Environmental certifications as selected by employers, CDL, Blueprint Reading and Workplans, Project Leadership for New Foremen, Building Operations Maintenance, Emerging green technologies, CAD/BIM Foundations, Professional and Business Services, Welding Fundamentals)Incumbent Worker Licensure Support (services to include paid testing fees to support for journeyworkers or master's that wish to obtain licensure but cannot afford fees; includes standard trades licenses such as plumbing and electrical, as well as licensure testing for key sustainability credentials such as LEED)

Training in all three categories will be delivered by Contractor, through its workforce training division, and through training partners which may include, but is not limited to Associated General Contractors, Build Strong Academy, Building Owners & Managers Association (BOMA), Colorado Safety and Supply, Construction Education Foundation, Environmental Consulting Services, Ez Excavating / Real World Construction Training, IFMA, Fortified Academy, Johnstone Supply, Maxx Impact Group Academy, Red Rocks Community College, S & S Consulting, Trivent Safety, and a CDL training provider to be identified through a review process in accordance with state purchasing

guidelines. Courses will be delivered in person or virtual, at times to support work schedules, such as nights and weekends, as prioritized by partnering employers

Registered Apprenticeship instruction will be primarily provided through the registered apprenticeship programs affiliated with the Colorado Construction and Building Trades, and through the Independent Electrical Contractors and Construction Industry Training of Colorado. Other apprenticeship programs may be added, provided they are registered with the State of Colorado's Apprenticeship office and authorized for partnership by a Denver Construction Careers Program (DCCP) representative.

Staff commit to receiving business referrals from the DCCP team as applicable. All of the training credentials in this proposal support required training criteria for this funding opportunity including upgrading to new jobs that require additional skills, registered apprenticeship training and the introduction of new technologies to increase business competitiveness and worker skills.

#### 5.0 Program Enrollment, Documentation, and Exits

- **5.1** Tracking in Connecting Colorado:
  - 5.1.1 Connecting Colorado is the system of record for this program. Program participants must be registered in Connecting Colorado under Program Code 'DT' in DEDO-DWD policy. All services must be entered using existing service codes in Connecting Colorado. Data entry of any credentials earned are required for each participant. All applicant and participant documentation associated with the DCCP IWT program is required to be scanned into Connecting Colorado within 14 days of receipt or availability. This includes eligibility documentation, service entry, case notes, and other documentation and data entry required per DEDO policy.
  - 5.1.2 Contractor shall follow case file requirements and exit guidelines as defined in DEDO-DWD policy and procedures.
  - 5.1.3 Contractor agrees to maintain and provide attendance, payroll, and other documentation. Specific reimbursement documentations include, but are not limited to:
    - Proof of payment to training (receipt)
    - Receipts of other approved costs
    - Proof of training completion (certificate) issued by the training
    - Description of training curriculum (agenda)
    - Training plan (includes dates and length of training)

#### 5.2 Orientation, Assessment, and Suitability

5.2.1 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.

#### **6.0 Performance Management and Outcomes**

#### 6.1 Performance Outcomes and Benchmarks

- 6.1.1 The Contractorwill 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.
- 6.1.2 In addition, the following benchmarks will be monitored and evaluated as part of future funding recommendations:
  - Expenditure rates
  - Three Part Program Cost Breakdown
    - Direct cost to customer
    - Admin/Oversight (management)
    - Program Delivery (case managers)
  - Programmatic compliance

#### 6.1.3 **Grant Performance Measures**

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

**Community College of Denver Performance Measures:** 

# of participants served	170
# of individuals who have started training programs	170
# of individuals who have completed short-term trainings programs	128
# of and types of credentials earned	200
# of individuals entering employment	N/A
Quarterly expenditure of funds	TBD
Number of participants who retain employment	136
Number of participants who receive a promotion as result of the training	40

Number of participants who receive a wage increase after training	64

#### 6.1.4 Periodic Reporting and Meetings

- The Contractormust comply with all Local reporting requirements.
- As required by the DEDO-DWD, the Contractorshall document, record, and report actual outcomes on a monthly basis, and provide timely and accurate monthly reports in the format designated by the DEDO-DWD. The Contractoris 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-DWD.
- The Contractoris also required to have staff representation at all administrative meetings and staff training workshops as determined by the DEDO-DWD.
- The DEDO-DWD will hold monthly/quarterly review meetings with the Contractorto review progress toward planned versus actual benchmarks.
- Ad hoc and periodic reports will be required and should be anticipated.
- The Contractormust 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).
- The Contractorwill be continually evaluated based on their performance on program performance measures and the DEDO-DWD benchmarks. This progress will be reviewed at Monthly TA meetings. In the event that the Contractoris failing to meet benchmarks they shall submit corrective action plans or participate in training or technical assistance meetings. The Contractorwill present progress toward benchmarks at select Workforce Development meetings.
- Contractorcontract renewals will be largely based on achievement of benchmarks. The DEDO-DWD 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.
- Where required or permitted by law or regulations, the DEDO-DWD reserves the right to add, remove or change measures, targets, conditions, or restrictions as it deems reasonable.

#### 6.1.5 Reporting Requirements

The Contractormust report the below quarterly performance information to DEDO designated staff:

- a. Number of participants served
- b. Number of participants who have started training programs

- c. Number of participants who completed short-term training programs
- d. Number and type of credentials earned
- e. Number of participants entering employment
- f. Quarterly expenditure of funds
- g. Number and percentage of participants who retain employment
- h. Number and percentage of participants who receive a promotion as result of training
- Number of participants who will receive a wage increase as a result of training

#### 6.1.6 Financial Reporting

The Contractorwill submit expenditures each month using standard fiscal reporting procedures.

Quarter Ending	Report Due to DEDO*
December 31, 2024	January 3, 2025
March 31, 2025	April 4, 2025
June 30, 2025	July 15, 2025

<sup>\*</sup>Dates are subject to change

#### 7.0 Program Staffing

- **7.1** The Contractorshould provide case management services to program participants.
- **7.2** DEDO-DWD has set up minimum skill and duties for workforce navigators within the system as noted below:
  - 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-DWD system of record.
- h. Refer participants for ancillary services as appropriate.

#### 7.3 Knowledge and Skills

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.

- 7.3.1 Knowledge of IWT guidelines and DEDO-DWD policies and procedures:
  - a. A high level of command over caseload composition, status, and entry/exit needs;
  - Knowledge of the various barriers to employment that job-seekers may face to assist job-seekers in overcoming those barriers, including supportive services;
  - c. The ability to navigate the respective system of record and any other technology required for successful program management;
  - d. The ability to use all available resources to achieve the employment and employment-related outcomes;
  - e. Knowledge of local labor market data and/or knowledge of resources informing local labor market data;
  - f. The ability to use all available resources to achieve the educational and educational-related outcomes;
  - 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
  - i. A clear understanding of the roles of business intermediaries and their role in making high quality referrals in a timely and focused manner.

#### 7.3.2 Business Services

a. The Contractorwill 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.

#### 7.3.3 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.

#### 7.4 Staff Training and Professional Development Plan

7.4.1 The Contractormay provide different methods of professional development and ongoing training for their staff. The Contractoris expected to provide staff with opportunities for continuous development of skills related to DCCP funding services. The format may be third-party training, in-house training provided by the agency, training provided by the DEDO-DWD or any combination; the specific skills focused on, the curriculum and delivery methods are choices of the agency. The Contractormust participate in the DEDO-DWD sponsored professional development activities as applicable.

#### 7.4.2 Staff Orientation and Onboarding

a. The Contractoris expected to provide orientation for those newly hired to deliver DCCP IWT services. Such orientation should include overview of services; overview of relationship between the Subrecipient, the DEDO-DWD, basic skills and best practices for service delivery; and other topics as indicated at any point by the DEDO-DWD.

#### 7.4.3 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.

#### 7.4.4 Salary and Wage Requirements

a. In accordance with its values, the DEDO-DWD 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-DWD 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-DWD also strongly encourages the Contractorto 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 PY24 amount for Executive Level II is \$221,900. The Contractormust comply with this requirement.

(http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/)

#### 8.0 Administrative Responsibilities

#### 8.1 Compliance, Reporting and Recordkeeping

- 8.1.1 The Contractormust comply with all Local, State and Federal reporting requirements. Specifically, the Contractorwill be required to document, record, and report actual outcomes, as required by DEDO-DWD, 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-DWD, and supply reports of such data in requested formats, in a professional manner, at requested intervals. All participant data must be entered into the Connecting Colorado System (Connecting Colorado), which is the data tracking and case management system of record in Colorado.
- 8.1.2 In addition to Connecting Colorado, DEDO-DWD 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.

#### 8.2 Customer Tracking Systems

8.2.1 The Contractorshall 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-DWD's written policies which may be updated, as needed. Upon request by the Sub-recipient, the DEDO-DWD will provide a unique username 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 usernames 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.

#### 8.3 Language Assistance

The Contractorwill be in accordance with The City of Denver's Executive Order 150 and the DEDO-DWD Language Assistance plan by having the capacity to provide language assistance services to potential and enrolled participants with limited English Proficiency to ensure meaningful access to the Incumbent Worker Training program. This may include providing written language assistance services, and/or oral language assistance services, as needed.

#### 8.4 Accessibility to People with Disabilities

8.4.1 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 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. The Sub-recipeint will work with DEDO-DWD to remediate any accessibility issues that are discovered during the duration of the training program. For the ADA Title III Technical Assistance Manual please visit: http://www.usdoj.gov/crt/ada/taman3.html

#### 8.5 Equal Opportunity and Non-Discrimination

- 8.5.1 As a condition to this award, the Contractorassures 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. Page 6 of 10 The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. The Contractorunderstands that the United States has the right to seek judicial enforcement of this assurance.

#### **8.6 Customer Complaint Procedures**

8.6.1 DEDO-DWD 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 Contractormust inform customers of the formal complaint process and work to resolve customer complaints in a timely fashion, as outlined in DEDO-DWD's Complaints policy.

#### 8.7 Quality Control/Continuous Quality Improvement

- 8.7.1 The Contractoris required to work with DEDO-DWD to ensure that the overall grant activities, deliverables, expenditures, and performance outcomes are in compliance with federal and state requirements.
- 8.7.2 The Contractorshall submit to DEDO-DWD 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.
- 8.7.3 The Contractoris 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 Contractorshall ensure that all DCCP IWT program enrollments are in full compliance with DEDO-DWD policies.
- 8.7.4 The DEDO-DWD strives to deliver high quality services throughout the system. The Contractoris expected to solicit customer feedback, analyze results, and identify areas for quality improvement.
- 8.7.5 The Contractorshall participate in associated trainings, evaluation processes, and activities and implement processes that improve the quality of services provided to customers.

#### 8.8 Meetings and Trainings

8.8.1 The Contractorshall 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 Contractorshall meet no less than monthly with the DEDO-DWD to review progress toward planned versus actual benchmarks.

#### 8.9 Communications and Signage

8.9.1 The Contractor must adhere to all requirements and standards related to physical signage where services are provided including Equal Opportunity language, logos, publications, standard language in related communications, and any other signage or communications requirements established by the DEDO-DWD. The Contractor must also adhere to all requirements and standards related to physical and electronic marketing, per the guidelines of the DEDO Marketing Division.

- 8.9.2 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 Development logo as the primary and most prominent entity responsible for the program/service;
  - b. Include the wording, [Sub-recipient] is a Contractorfor the City and County of Denver," regardless of whether the Sub-recipient's name appears in the collateral; and
  - c. Include the required EO language: {Insert Program/Service Name here}is an <a href="Equal Opportunity">Equal Opportunity</a> 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.
- **8.10** Further details regarding these three requirements, as well as important guidelines regarding branding and messaging, will be provided by Denver Workforce Development.
  - 8.10.1 All collateral and external communications which shall be used with the public or any community partners must be submitted to Denver Workforce Development in advance for approval prior to display or distribution.
  - 8.10.2 Social media postings may be exempt from the above logo requirements, but must be approved in advance by Denver Workforce Development.

#### 8.11 Technology Requirements

- 8.11.1 The Contractorwill need to match their organization's technological capacity to DEDO-DWD'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 City and County of Denver annual Cyber Security Training for staff with access to City and County of Denver systems.
- 8.11.2 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) antispyware software.

#### 8.12 Privacy and Confidentiality

- 8.12.1 The Contractormust adhere to the DEDO-DWD 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;
- 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.
- 8.12.2 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.
- 8.12.3 In addition, the Contractorwill 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.
- 8.12.4 The Contractormust provide DEDO with one of the following security control certifications on an annual basis: SSAE18, SOC2, ISO 27001 or other certification as agreed upon.
- 8.12.5 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-DWD policies, as well as other local, State and Federal requirements.
  - a. The Contractormust 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 City and County of Denver policies, as well as other local, State, and Federal requirements.
- 8.12.6 The Contractormust 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.

#### 8.13 Documentation Management and Retention

- 8.13.1 The Contractormust ensure documents are legibly imaged to a prescribed file management and document imaging system.
- 8.13.2 The Contractormust maintain program, participant, and financial records in accordance with the City and County of Denver file retention policy.

8.13.3 The Contractorshall 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

# Incumbent Worker Training Program PROGRAM YEAR 2024 BUDGET SUMMARY

A. Respondent:	Community College of Denver
B. Project:	WORKNOW Incumbent Workers
C. Program Year:	

D. Contract Number:	202477257	
E. Contract Period:	11/1/24-6/30/25	
F. Requested Amount:	\$	781,962

Budget Summary for Incumbent Worker Training Program

(1)	(2)		(3)		(4)		(5)		(6)	
Item of Expenditure	Total Project Cost requested from DEDO		Other Federal Funding		Other Non-Federal Funding		Other City and County of Denver Funding		Agency Total (All Funding Sources)	
	Amount	Amount %		%	Amount	%	Amount	%	Amount	%
Personnel	\$ 52,600	31.46%	\$ -	0.00%	\$ 114,612	68.54%	\$ -	0.00%	\$ 167,212	100.00%
Fringe	19,462	31.46%	-	0.00%	42,407	68.54%	-	0.00%	61,869	100.00%
Office Expenses, Supplies, & Equipment	4,000	100.00%	-	0.00%	-	0.00%	-	0.00%	4,000	100.00%
Communication	5,000	31.25%	-	0.00%	11,000	68.75%	-	0.00%	16,000	100.00%
Insurance	-	#DIV/0!	-	#DIV/0!		#DIV/0!	-	#DIV/0!	-	100.00%
Subcontractor	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	100.00%
Other Direct Costs	6,000	100.00%	-	0.00%		0.00%	-	0.00%	6,000	100.00%
Indirect Costs	32,360	100.00%	-	0.00%		0.00%	-	0.00%	32,360	100.00%
Direct Costs excluded from MTDC	662,540	90.79%	-	0.00%	67,250	9.21%	-	0.00%	729,790	100.00%
TOTAL	\$ 781,962	76.87%	\$ -	0.00%	\$ 235,269	23.13%	\$ -	0.00%	\$ 1,017,231	100.00%

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



#### CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY Incumbent Worker Training Program PROGRAM YEAR 2024 PERSONNEL & FRINGE BUDGET

	Community College of Do		Community Co	ollege of Denver			
A. Respondent:	Continuinty Conege of De	anver	Community Co	niege of Deliver		C: Contract Nu	mber: 202477257
B. Program:	WORKNO	W Incumbent W	orkers			D: Contract Pe	riod: 11/1/24-6/30/25
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Position/Title	Employee(s) Name	No. Employee(s)	Annual Salary (\$)	Full-time Equivalent (FTE)	Total Program Cost (\$)	DEDO Share (\$)	Brief Summary of Job Responsibilities (If not enough room include separate sheet).
Incumbent and Business Liason	To be Hired	1	\$63,000	1.00	\$63,000	\$31,500	Business Navigator and course enrollment and planning navigation with incumbent workers; one position working full time for grant for 6 months
Intake Navigator & Admin Hours	To be Hired	1	\$14,560	Hourly	\$14,560	\$11,648	Hourly position (\$26 per hour at 20 hours per week; not to exceed 560 hours); support enrollment and initial career plan completion
Office Manager	Janell Gotier Juanda	1	\$66,000	0.30	\$19,800	\$0	Oversee intake navigator; support data outcome measure tracking
VP of Workforce & Community Partnerships	Katrina Wert	1	\$140,000	0.25	\$35,000	\$0	Facilitate coalition partnerships; support overall grant outcome tracking and provide liason services to DEDO and DCCP
Director of Workforce Innovation	Whitney Wise	1	\$80,000	0.1	\$8,000	\$0	Oversse work of incumbent / business liason and integrate work in to overall business services team
Curriculum Specialist Hours	To be Hired	1	\$9,452	Hourly	\$9,452	\$9,452	Support curriculum design and stackability of new courses and connect work based learning activities into existing courses for career growth (47.26 per
Community Engagement Manger	Daniel Limache	1	\$58,000	0.3	\$17,400	\$0	Oversee peer mentor work, networking nights and communication of activity to network partners
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
(9) Totals					\$167,212	\$52,600	
F. Fringe Benefits and Total Personnel Co	st						
Type of Fringe Benefits, includes the following, but not limited to:					Total Cost (\$)	DEDO Share (\$)	Please Show Calculations Below:
(10) Social Security & Medicare (FICA)					\$12,792	\$4,024	= 7.65% x Line 9
(11) Federal Unemployment Tax (FUTA)					\$0	\$0	= 0.00% x Line 9
(12) State Unemployment Insurance (SUI)					\$0	\$0	= 0.00% x Line 9

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) Social Security & Medicare (FICA)	\$12,792	\$4,024	= 7.65% x Line 9
(11) Federal Unemployment Tax (FUTA)	\$0	\$0	= 0.00% x Line 9
(12) State Unemployment Insurance (SUI)	\$0	\$0	= 0.00% x Line 9
(13) Workers Compensation	\$0	\$0	= 0.00% x Line 9
(14) Other (Please List) PERA, Health, FUTA, SUI, Workers Comp	\$49,077	\$15,438	= 29.35% x Line 9
(15) Other Please List)	\$0	\$0	= 0.00% x Line 9
(16) Total Fringe Benefits (Add Lines 10-15)	\$61,869	\$19,462	
(17) Total Personnel Costs (Line 9 plus Line 16)	\$229,081	\$72,062	



## CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY

#### Incumbent Worker Training Program PROGRAM YEAR 2024 NON-PERSONNEL BUDGET

A. Respondent:	Community College of Denver	_C:	Contract Number:	202477257
B. Program:	WORKNOW Incumbent Workers	D:	Contract Period:	11/1/24-6/30/25

B. Program: WORKNOW Incumb	pent Workers	D: Contract Period:	11/1/24-6/30/25
(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)
OFFICE EXPENSES, SUPPLIES, & EQUIPMENT TOTAL	\$4,000	\$4,000	Includes the following:
General office supplies for enrollment team for inc	\$2,000	\$2,000	
LapTop Computer & Docking Monitor for new sta	\$2,000	\$2,000	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
COMMUNICATION TOTAL	\$10,000	\$5,000	Includes the following:
Printing of program collateral and marketing mater	\$6,000	\$3,000	
Communication platform ( text, mail campaigns)	\$4,000	\$2,000	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
INSURANCE TOTAL	\$0	\$0	Includes the following:
N/A for this grant; covered by college	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
SUBCONTRACTOR TOTAL	\$0	\$0	Includes the following:
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	



# CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY

#### Incumbent Worker Training Program PROGRAM YEAR 2024 NON-PERSONNEL BUDGET

A. Respondent:	Community College of Denver	C: Contract Number:	202477257
B. Program:	WORKNOW Incumbent Workers	_D: Contract Period:	11/1/24-6/30/25

B. Program: WORKNOW Incumb	11/1/24-6/30/25		
(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)
	\$0	\$0	
OTHER DIRECT COSTS TOTAL	\$12,000	\$6,000	Includes the following:
Peer Mentors	\$12,000	\$6,000	Peer Mentors; 10 @ \$1200 per mentor (support for half of mentor stipends in 2024 and remainder to be paid by other funding sources)
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
INDIRECT COSTS TOTAL	\$32,360	\$32,360	Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method
CCD's indirect percentage	\$32,360	\$32,360	
DIRECT COSTS EXCLUDED FROM MTDC TOTAL	\$729,790	\$662,540	Includes the following:
Workwear for enrolled incumbents and starter app	\$30,000	\$24,000	\$300 pp up to 100 per year; (up to 80 for 7 month period of current contract; costs over covered by cost match)
Tool kits from manufacturers for starter apprentice	\$70,000	\$45,500	up to \$1000 per kit with minimum of 70 pp per year (45 for 7 month period of current contract; anything over covered by cost match)
Tool Voucher Purchasing for enrolled incumbnets	\$45,000	\$27,000	up to \$450 pp up to 100 pp per year (60 for 7 month period of current contract; anything over covered by cost match)
CCD provided non-credit skills training	\$87,500	\$87,500	depending on timing, courses may include Foreman Foundations Training, Building Managers/ Maintenance Training (with IFMA), CAD-BIM Foundation, Walding Eurodependale, Heat Purps, Installation
CCD provided language or GED/Adult High Schoo	\$7,500	\$7,500	CCD Non-credit support for language or GED or high-school diploma courses based on employer demand (up to \$300 pp for a minimum of 25 as Y1 pilot)
Marketing & Design	\$45,000	\$36,000	Story telling and graphic production, video production and web marketing, and brochure creation @\$150 per hour
Navigation services provided by WorkLife Partnership	\$40,950	\$40,950	Navigation services, workshops intensive retention coaching from Work Life Partnership for a minimum of 45 incumbent workers
Retention services provided by DALF	\$63,840	\$63,840	Retention service delivery at DALF to assist with retention needs of a minimum of 114 incumbent workers
Incumbent Worker Upskilling Training	\$156,250	\$156,250	Safety, environmental professional service courses at training partners identified in SOW at a scholarship rate not to exceed \$1250 pp; minimum of 125 people)
Heavy Equipment & CDL	\$135,000	\$135,000	Includes Heavey equipment operation and simulation training through vendors named in SOW; CDL A instruction (CDL provider TBD through vendor RFP);
Licensing and Apprenticeship Supports	\$48,750	\$39,000	Includes licensing test fees for journeyworkers or masters unable to afford test, as well as apprenticeship tuition support; up to \$750 pp @ 65 per year



# CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY

#### Incumbent Worker Training Program PROGRAM YEAR 2024 NON-PERSONNEL BUDGET

A. Respondent:	Community College	e of Denver	C: Contract Number:	202477257
B. Program:	Program: WORKNOW Incumbent Workers		D: Contract Period:	11/1/24-6/30/25
(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)
		\$0	\$0	
(5) TOTAL NO	N-PERSONNEL COSTS	\$788,150	\$709,900	

# **EXHIBIT C**

#### **FISCAL SYSTEM DESIGN:**

This section is designed to provide the financial and administrative requirements applicable to federally funded programs function as required partners in the One-Stop system. It contains the common requirements for grants and financial management found in OMB Uniform Guidance 2 CFR §200 and DOL Exceptions 2CFR §2900.

# 1.1 Cost Principles, Allowable Costs and Unallowable Costs

- 1.1.1 Costs must be necessary and reasonable. Any cost charge to a grant must be necessary and reasonable for the proper and efficient performance and administration of the grant. A grantee or subawardee is required to exercise sound business practices and to comply with its procedures for charging costs.
- 1.1.2 Costs must be allocable: A grantee may charge costs to the grant if those costs are clearly identifiable as benefiting the grant program. Costs charged to the grant should benefit only the grant program, not other programs or activities. In order to be allocable, a cost must be treated consistently with like costs and incurred specifically for the program being charged. Shared costs must benefit both the ETA grant and other work and be distributed in reasonable proportion to the benefits received.
- 1.1.3 Costs must be authorized or not prohibited under Federal, State, or local laws or regulations: Costs incurred must not be prohibited by any Federal, State, or local law.
- 1.1.4 Costs must receive consistent treatment by a grantee: A grantee must treat a cost uniformly across program elements and from year to year. Costs that are indirect for some programs cannot be considered direct ETA grant costs.
- 1.1.5 Costs must not be used to meet matching or cost-sharing requirements: A grantee may not use federally funded costs, whether direct or indirect, as match or to meet matching fund requirements unless specifically authorized by law.
- 1.1.6 Costs must be adequately documented: A grantee must document all costs in a manner consistent with GAAP. Examples include retaining evidence of competitive bidding for services or supplies, adequate time records for employees who charge time against the grant, invoices, receipts, purchase orders, etc.
- 1.1.7 Costs must conform to ETA grant exclusions and limitations: A grantee or sub-grantee may not charge a cost to the grant that is unallowable per the grant regulations or the cost limitations specified in the regulations.

#### 2.1 Cash Management

Disbursements shall be processed through the Denver Economic Development & Opportunity(DEDO) - Financial Management Unit (FMU) and the City and County of Denver's Department of Finance.

2.1.1 The method of payment to the Contractor by DEDO shall be in accordance with established FMU procedures for line-item reimbursements. The Contractor should submit expenses to DEDO on or before the last day of each month for the previous month's activity.

- 2.1.2 Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with DEDO policies. Vouchers need to be submitted within thirty (30) days of the actual service, expenditure or payment of expense.
- 2.1.3 The Contractor shall submit the final voucher for reimbursement no later than thirty (30) days after the end of the contract period.
- 2.1.4 The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget within the Scope of Work.
- 2.1.5 The standardized DEDO "Expense Certification Form" must be included with each reimbursement or draw-down request.

#### 3.1 Expense Guidelines

#### 3.1.1 Payroll

- 3.1.1.1 A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll: (1) the amount of time worked by the employee for this pay period; and (2) the amount of salary paid to the employee, including information on payroll deductions.
- 3.1.1.2 The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee's name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.
- 3.1.1.3 A payroll register or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

#### 3.1.2 Fringe Benefits

3.1.2.2 Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary paid under this contract. Fringe benefits may also include medical plans, retirement plans, worker's compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or, 2) by submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will

be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.

- 3.1.3 Food Purchases will not be reimbursed.
- 3.1.4 Administration and Overhead Cost Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by DEDO.

#### 4.1 Per Diem and Travel Expense Limitation

- 4.1.1 Service providers are required to develop and maintain policies regarding compensation for staff and participant travel costs. Meals, lodging, rental cars, airfare, mileage for employee-owned cars, and other travel expenses may be paid for staff and participants who travel as part of their job, training activity or grant purpose.
- 4.1.2 Documentation of the purpose and cost of travel must be maintained. The documentation should include the time of travel in order to compute and verify allowed per diem amounts. No employee may be reimbursed for expenses incurred in going to and from work. Lunches and/or dinners in your home office city outside the scope of an agenda are prohibited.

#### 5.1 Procurement, Inventory and Disposal

- 5.1.1 Service providers are delegated authority to make purchases of equipment, supplies and services as described below. Service providers are responsible for ensuring the vendors selected are not debarred or suspended by checking the information on the following federal government website: http://epls.arnet.gov.
  - 5.1.1.1 *Micro Purchases* under \$3,000. All service providers may purchase items with a value of less than \$3,000 using any open and fair procurement method that best meets the agency's needs. The method should assist the service provider in obtaining a high quality product for a fair price. Documentation should be maintained of the need for the item and its benefit to the program.
  - 5.1.1.2 Limited Solicitation for Services Purchases between \$3,001 to \$149,999. Service providers must maintain a fair and open procurement process meeting the criteria for small purchases. This requires a documented solicitation from a minimum of three viable sources, if available, either orally or in writing. In addition, the service provider must obtain and document prior approval from the Bureau for the purchase, and maintain documentation of the following: bid and rating criteria; advertising and public notice of the bid opportunity; responses received; and reason for the decision.
  - 5.1.1.3 Formal Competition Large Purchases over \$150,000 for services and for supplies. Large purchases are typically included in the provider

- agreement as part of the major purpose of the provider agreement, although this is not a requirement. Large purchases are subject to all the requirements of medium purchases, and in addition must use a formal, closed-bid procurement process. Service providers must obtain and document prior approval from DEDO.
- 5.1.1.4 *Inventory* Service providers must maintain physical control of the asset to ensure adequate safeguards are in place to prevent loss, damage or theft of property. Adequate maintenance procedures must be in place to keep the property in good condition.
- 5.1.1.5 Disposition Service Providers may dispose of equipment and supplies according to agency policy when the fair market value of the equipment unit, or the aggregate fair market value of the supplies, is less than \$5,000.

# **6.1** Program Income

- 6.1.1 Program income includes, without limitation, income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.
- 6.1.2 Program income which was not anticipated at the time of the award may be added to the award and must be used for the purposes and under the conditions of the award. The cost of generating program income must be subtracted from the amount earned to establish the net amount of program income available for use under the award when these costs have not been charged to the program. ALL PROGRAM INCOME GENERATED DURING ANY GIVEN PERIOD SUBMITTED FOR PAYMENT SHALL BE DOCUMENTED ON THE VOUCHER REQUEST.
- 6.1.3 The Contractor, at the end of the program, may be required to remit to the City all or a part of any program income balances (including investments thereof) held by the Contractor (except AS APPROVED IN WRITING BY DEDO, INCLUDING those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs), unless otherwise directed in writing by DEDO.

# 7.1 General Reimbursement Requirements

7.1.1 *Invoices:* All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor, and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the

- form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
- 7.2.1 Capital Purchases: As stewards of federal monies, DEDO must ensure that all purchases that are reimbursed with grant monies will fulfill the goals of the grant-funded program as stated in the Scope of Work. Significant purchases of capital (i.e., equipment) made in the last quarter of the contract will receive extra scrutiny to ensure that certain purchases will be used for grant-funded program needs. If it is found that capital purchases will not provide significant increased benefits to the grant-funded program, DEDO reserves the right to consider such costs as disallowed and reject requested reimbursement.

#### **8.1 Financial Management Systems**

The Contractor must maintain financial systems that meet the following standards:

- 8.1.1 Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal financial reporting requirements.
- 8.1.2 Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
- 8.1.3 Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.
- 8.1.4 Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
- 8.1.5 Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
- 8.1.6 The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.

- 8.1.7 A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
- 8.1.8 The Contractor shall participate, when applicable, in DEDO provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Vouchering Process.

#### 9.1 Audit Requirements

- 9.1.1 The Service Provider is responsible for independent annual audits of its Provider Agreement and costs associated therewith. If a Service Provider qualifies under the Single Audit Act amendments of 1996, the Service Provider shall have an audit conducted in accordance with Office of Management and Budget (OMB) Uniform Guidance §2 CFR Part 200 Subpart F and the applicable audit standards set forth in the Standards for Audit of Governmental Organizations, Programs, Activities, and Functions issued by the Comptroller General of the United States.
- 9.1.2 Any audit findings in connection with this Provider Agreement shall be resolved with the Grantor within 180 days of the publication of the final audit report. The Grantor may, in its sole discretion, also require additional audits. The Service Provider will pay these additional costs.
- 9.1.3 Responsibility for audit costs and for maintaining complete financial records remains with the service provider.
- 9.1.4 Service providers having a single audit conducted are to inform the auditing firm that audits are to be made in accordance with the:
  - Generally Accepted Governmental Auditing Standards (GAGAS)
  - OMB Uniform Guidance 2 CFR §200 Subpart F
  - AICPA Generally Accepted Auditing Standards

#### **10.1 Budget Modification Requests**

- 10.1.1. All modification to the budget require submittal by Contractor of a written justification and the new budget documents.
- 10.1.2 The Contractor understands that any budget modification requests under this Agreement must be submitted to DEDO prior to the last Quarter of the Contract Period, unless waived in writing by the DEDO Director.

## 11.1 Bonding

11.1.1 DEDO may require adequate fidelity bond coverage, in accordance with §2 C.F.R. 200.304(b), where the subrecipient lacks sufficient coverage to protect the Federal Government's interest.

#### **12.1 Records Retention**

- 12.1.1 The Contractor must retain for seven (7) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
- 12.1.2 The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.
- 12.1.3 The Contractor must retain for seven (7) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
- 12.1.4 The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

#### 13.1 Contract Close-Out

- 13.1.1 All Contractors are responsible for completing required DEDO contract close-out forms and submitting these forms to their appropriate DEDO Contract Specialist within thirty (30) days after the Agreement end date, or sooner if required by DEDO in writing.
- 13.1.2 Contract close out forms will be provided to the Contractor by DEDO within thirty (30) days prior to end of contract.
- 13.1.3 DEDO will close out the award when it determines that all applicable administrative and all required work of the contract have been completed.

#### 14.1 Collection of Amounts Due

14.1.1 Any funds paid to a Contractor in excess of the amount to which the Contractor is finally determined to be entitled under the terms of the award constitute a debt to the Federal Government and the City. If not paid within a reasonable period after demand, DEDO may 1) Make an administrative offset against other requests for reimbursements, 2) other action permitted by law.

# EXHIBIT E: PROTECTED INFORMATION AND DATA PROTECTION

#### 1. PROTECTED INFORMATION AND DATA PROTECTION

- 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.** <u>Safeguarding Protected Information</u>: "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

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. <u>Data Retention</u>, <u>Transfer</u>, <u>Litigation Holds</u>, <u>and Destruction</u>: 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</u>. Upon the City's request, the Contractor shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor's exclusive custody, the City may request that the Contractor preserve such data outside of its usual record retention policies. The City will promptly coordinate with

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

- 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. <u>Background Checks</u>: 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 confidentially of any disclosed data shall apply equally to

- both the Contractor and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies.
- 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.
- Request for Additional Protections and Survival: In addition to the terms 1.10. 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 confidentially 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.