

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City”), and **DENVER HEALTH AND HOSPITAL AUTHORITY**, a body corporate and political subdivision of the State of Colorado, whose address is 777 Bannock Street, Mail Code 0278, Denver, Colorado 80204-4507 (the “Contractor”), jointly (“the Parties”).

The Parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of the Department of Public Health and Environment, (“Executive Director”) or, the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

a. The Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Work**, in conformance with the performance standards set by the Executive Director.

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 the Agreement and in accordance with the terms of the Agreement.

3. TERM: The Agreement will commence on **March 1, 2024**, and will expire on **September 30, 2026** (the “Term”). The term of this Agreement may be extended by mutual written agreement of the parties on the same terms and conditions set out herein. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date, and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. COMPENSATION AND PAYMENT:

a. Budget. The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth

in **Exhibit B**.

b. Reimbursable Expenses: All of the Contractor's expenses are contained in the budget in **Exhibit B**.

c. Invoicing: Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$500,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond those specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the 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 the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONTRACTOR: 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, by virtue of services performed hereunder, employees or Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION:

a. Both Parties have the right to terminate the Agreement with or without cause upon ninety (90) days prior written notice to the other Party. If the City terminates the Agreement pursuant to this paragraph, the Contractor shall not perform additional services after the date of

termination.

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

c. Upon termination of the Agreement for breach, 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 the Agreement. Contractor shall receive payment for work or services performed prior to the date of termination or performed as part of or to complete work or services occurring or in progress prior to the date of termination.

d. If the Agreement is terminated, each Party is entitled to possession of all materials, equipment, tools and facilities such Party owns that are in the possession, custody, or control of the other Party to this Agreement, subject to the provisions of Section 6.e. below. The Party obligated to return items hereunder to the other Party shall deliver all such items in the form in which they were delivered, obtained, or prepared. Each Party shall deliver all documents, excluding any records related to the treatment or care of specific individuals, in any form that were prepared under the agreement, and all other items, materials and documents that have been paid for by the other Party to that Party. Each Party shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

e. If the Agreement is terminated or is allowed to expire at the end of the Term, the City has the right to inspect any personal or real property purchased by the Contractor with money provided under the Agreement and to determine, in the City's sole discretion, whether the property has useful life remaining. If the City determines the property has useful life remaining, the City has the right to have the property returned to the City. In the event vehicles were purchased, the Contractor shall title the vehicles to the City within ninety (90) days of receiving written notice of the City's demand.

7. **EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. 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 the 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 Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

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

9. **INSURANCE:**

a. Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended (the "Act"). Contractor shall maintain at all times during the term of this Agreement, including any renewals or extensions, such liability insurance, by commercial policy or self-insurance, as is necessary to meet Contractor's liabilities in accordance with the limits of the Act. Proof of such insurance shall be provided upon written request by the City. This obligation shall survive the termination of the Agreement.

b. Each Party, or the Party's insurer if applicable, shall waive subrogation rights against the other Party.

c. **Professional Liability (Errors & Omissions):** Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts

for which the policy or Tail shall be kept in place for eight (8) years.

10. INTER-GOVERNMENTAL LIABILITY: 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. **Contractor will be responsible for the actions and omissions of its respective officers, agents, employees, and subcontractors, to the extent provided by the Act. This obligation will survive termination of this Agreement.**

11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature for amounts which may be due and payable by Contractor, 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 the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

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

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

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

15. 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.

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

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. 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 the 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 the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict. Before terminating the Agreement, the City shall give the Contractor a minimum of thirty (30) days to cure the conflict, unless the City, in its sole discretion, determines that the conflict cannot be cured.

18. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, sent via email, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written or to sparo@dhha.org if via email, and if to the City at:

Executive Director of Public Health and Environment or Designee
101 W. Colfax Avenue, Suite 800
Denver, Colorado 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. Notices sent via email shall be considered effective once the receiving Party sends acknowledgement of receipt. 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.

19. DISPUTES: All disputes between the City and Contractor arising out of or regarding the Agreement will first attempt to be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement. The use of this dispute resolution process is without prejudice to the rights of either Party under the terms of the Agreement, including the right of either Party to utilize litigation to resolve any disputes at any time in the event that this dispute resolution procedure fails to result in a mutually satisfactory resolution of the dispute

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

21. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the 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.

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

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

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

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

26. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, 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.

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

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

29. CONFIDENTIAL INFORMATION:

a. City Information: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, 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. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. 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 Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

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

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

33. AMERICAN RESCUE PLAN ACT (ARPA): The Contractor agrees and acknowledges that some or all of the funds encumbered by the City to pay for the services described herein have been provided in accordance with Section 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) and as amended by the Consolidated Appropriations Act 2023, Public Law No. 117-328 (December 29, 2022) (along with all rules and regulations promulgated thereunder, “ARPA”). The Parties acknowledge that all funding from ARPA (collectively, “ARPA Funds”) may only be used to cover those eligible costs incurred by the City during the period that begins on March 3, 2021 and ends on December 31, 2024:

a. To respond to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or to aid impacted industries such as tourism, travel and hospitality;

- b. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the City that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- c. For the provision of government services to the extent of the reduction in revenue of the City due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year of the City prior to the emergency; or
- d. To make necessary investments in water, sewer, or broadband infrastructure.

The Parties further acknowledge that ARPA Funds may also be used to cover those eligible costs incurred by the City during the period that begins on December 29, 2022 and ends on December 31, 2024:

- e. To provide emergency relief from natural disasters or the negative economic impacts of natural disasters, including temporary emergency housing, food assistance, financial assistance for lost wages, or other immediate needs;
- f. Subject to restriction, to fund certain surface transportation-related projects under limited U.S. Department of Transportation programs; or
- g. Subject to certain restriction, to fund projects eligible under Title I of the Housing and Community Development Act of 1974, which includes any projects that are currently eligible activities, programs, and projects under Community Development Block Grant and Indian Community Development Block Grant authorization.

The Contractor shall only utilize ARPA Funds for the purposes described in the Scope of Work attached as **Exhibit A**. The Contractor agrees and acknowledges that, as a condition to receiving the ARPA Funds, it shall strictly follow the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto and incorporated herein as **Exhibit D**. All invoices submitted by the Contractor to the City pursuant to this Agreement shall use “COVID-19” or “Coronavirus” as a descriptor for those costs that are paid by ARPA Funds to facilitate the tracking of Agreement-related spending related to COVID-19. The Contractor shall segregate and specifically identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of COVID-19 related expenses. To avoid an unlawful duplication of federal benefits, the Parties agree and acknowledge that the services and/or goods provided by the Contractor for which ARPA Funds are used shall not, to the extent that ARPA Funds are used, also be paid for or reimbursed by monies provided under any other federal program.

The City agrees and acknowledges that it shall obligate the use of ARPA funds for the services performed and/or good provided by the Contractor under this Agreement no later than December 31, 2024. The Contractor agrees and acknowledges that all services performed and/or goods provided by the Contractor using ARPA Funds must be performed and/or provided, respectively, by the Contractor no later than December 31, 2026. Further, the Contractor agrees and acknowledges that payment for all services performed and/or goods provided by the Contractor using ARPA Funds must be provided by the City to the Contractor no later than December 31, 2026. As such, the Contractor shall invoice the City not later than November 1,

2026 for all work performed pursuant to this Agreement for which ARPA Funds will be used to enable sufficient time for the City to review, process, and pay such invoice no later than the performance deadline prescribed in ARPA (the “Invoice Deadline Date”). Any invoice submitted by the Contractor after the Invoice Deadline Date for services performed and/or goods provided on or prior to December 31, 2026 may not be eligible to be paid by ARPA Funds, and, to the extent that ARPA Funds are not available to pay such invoice, partially or in total, such invoice shall only be paid subject to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement.

To the extent that the Contractor’s services hereunder contemplate the spending of ARPA Funds, the Contractor shall provide to the City information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes. Further, in providing the ARPA-required information to the City, to the extent possible, Contractor shall provide this programmatic data related to such services disaggregated by race, ethnicity, gender, income, and other relevant demographic factors as may be determined by the City. The Contractor shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all subcontractors to the same reporting requirement as the Contractor.

34. 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.

35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the 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 the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The

Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Exhibit List

Exhibit A – Scope of Work.

Exhibit B – Budget.

Exhibit C – Certificate of Insurance.

Exhibit D – American Rescue Plan Act - Award Terms and Conditions.

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Contract Control Number: ENVHL-202472982-00
Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-202472982-00
DENVER HEALTH AND HOSPITAL AUTHORITY

By:  _____
0ACDB82B6128484...

Name: Amanda Breeden
(please print)

Title: Sr. Director, SPARO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A - SCOPE OF WORK

AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT AGREEMENT

SERVICE PROVIDER/SUB-RECIPIENT: Denver Health and Hospital Authority

TERM: 03/01/2024 – 09/30/2026

1. SCOPE OF SERVICES

The Subrecipient will use the funds to provide **“Supporting Behavioral Health for People with HIV in the Denver Health ID Clinic with Expanded Services and Low Barrier Options to Care”**. These funds will be utilized in accordance with the policies and procedures established by the Subrecipient for this program.

The Subrecipient shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement in accordance with all applicable federal, state, and local requirements, laws, regulations, executive orders, policies, and procedures.

The Subrecipient shall respond to and correct any deficiencies in performance and conformance to federal, state, or local laws, requirements, regulations, executive orders, policies, and procedures, when those deficiencies are identified by the Pass-Through Entity and brought to the attention of the Subrecipient.

The Subrecipient may not obligate the Pass-Through Entity, except as required by law or regulation. The Subrecipient may not pledge the full faith or credit of the Pass-Through Entity, or make any contract, lease, or purchase in the name of the Pass-Through Entity.

Nothing in this Agreement shall in any manner restrict the Subrecipient from contracting with other public and private entities to perform work and provide services in accordance with its corporate mission.

2. ADMINISTRATIVE CONSIDERATIONS

Where policies of the Subrecipient differ from those of the Pass-Through Entity, such as travel reimbursement, fringe benefits, indirect costs, etc., the policies of the Subrecipient shall be applicable to cost incurrences under the Agreement provided such policies comply with awarding agency regulations.

3. REBUDGETING AND PRIOR APPROVAL

Subrecipient is permitted to re-budget direct costs, if necessary, as described in the uniform guidance (§200.308) to better reflect spending requirements, subject to the Pass-Through Entity's written approval, and subject to the federal awarding agency's policy and the uniform grant guidance that would define requirements for prior written approval (§200.407) before implementation.

4. EQUITABLE OUTCOMES

The Subrecipient shall comply with the Pass-Through Entity's efforts to measure and promote equitable outcomes in the use and distribution of funds. The Subrecipient shall assist as required in monitoring and reporting to the Pass-Through Entity's outcome goals and shall administer the program to foster equitable outcomes by, including but not limited to, fostering awareness of the program, and promoting equitable access to and distribution of resources.

RISK ASSESSMENT, SPECIFIC CONDITIONS AND REMEDIES



DENVER
THE MILE HIGH CITY

EXHIBIT A - SCOPE OF WORK

AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT AGREEMENT

The Pass-Through Entity has conducted a risk assessment as required by §200.332(b) and determined the Subrecipient's level of risk as [low, moderate, high – select]. Risk assessments may be repeated throughout the project period after scheduled reports, audits, unanticipated issues or other adverse circumstances that may arise. The Pass-Through Entity may require specific conditions (§200.208) to be noted in the sub-award agreement, including but not limited to: correction of prior audit findings, monthly reporting or other specific conditions until the Subrecipient is eligible for a low risk rating, at which time the specific condition(s) may be removed and the award instrument amended. In the event of noncompliance or failure to perform, the Pass-Through Entity has the authority to apply remedies, as defined in the uniform guidance (§200.339), including but not limited to temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the Subrecipient, debarment or other remedies including civil and/or criminal penalties, as appropriate (§200.332(h)). The Pass-Through Entity may also consider whether the monitoring results of Subrecipient necessitate adjustments to its own record (see §200.332(g)).

5. PERFORMANCE INDICATORS

The Subrecipient shall establish and implement performance indicators to evaluate all aspects of the program, including the implementation, progress, and achievement of set goals and outcomes. The Subrecipient shall assist the Pass-Through Entity in the preparation of reports concerning the performance indicators and shall participate in program evaluations as required.

6. GENERAL INFORMATION

Subrecipient Unique Entity Identifier (UEI) Number: MMT4LGM4H9Z5

Legal Subrecipient name : Denver Health and Hospitals Authority

(must match registered name associated with its Unique Entity Identifier in SAM.gov):

Federal Award Identification Number (FAIN): N/A

Pass-Through Entity may have a subaward number (optional): N/A

Federal Award to City Date: March 21, 2021

Subrecipient Period of Performance Start and End Dates: March 1, 2024 - Sept. 30, 2026

Subrecipient Budget Project/Program Start and End Date: March 1, 2024 - Sept. 30, 2026

Total Amount of Federal Funds Obligated by City action to the Subrecipient: \$500,000

Total Amount of ARPA funds awarded to Subrecipient: \$500,000

Subrecipient Project/Program Title: March 1, 2024- Sept. 30, 2026

Name of Federal Awarding Agency: U.S. Treasury

Name of Pass-Through Entity: City of

Contact Information (name, email & phone #) of Pass-through Entity Awarding Official:

Neil Barrett, MSc.

Fiscal & Contracts Administrator

[Denver Department of Public Health & Environment](#)

Shared Services & Business Operations | City and County of Denver

(917) 943-2260

Federal Assistance Listing Number: CFDA # 21.027

Type of Award: Program or Research (R&D): Program

Indirect Cost Rate: 10%

Total Approved Cost Sharing or Matching, where applicable: N/A



EXHIBIT A - SCOPE OF WORK

AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT AGREEMENT

7. PROGRAM SERVICES AND DESCRIPTIONS

The Provider will be granted funds to provide the following services: The funds will be used to enhance the behavioral health of people with HIV in Denver. They will be used to hire a part time therapist (LCSW for 3 days/wk), sustain a low-barrier drop in care program (DACE) for people who have difficulty with traditional methods of care engagement, have the most need, and have behavioral health co-morbidities, implement a mini-curriculum around substance use treatment for providers, purchase simultaneous interpretation equipment to aid inclusivity for the Denver Health ID Clinic patient advisory council, and perform a qualitative review of the low-barrier program (DACE) from the patient perspective.

Summary of Positions	
Position	Description
Licensed clinical social worker (Position to be hired)	Provide therapy for clients with HIV
Project Leadership (Kellie Hawkins)	ARPA Grant Oversight and Leadership, DACE Program and Project Oversight
Data Manager (Jesse Carlson)	Provide Support for Evaluation Activities for DACE Program and Other Grant Objectives
DACE Case Manager (Lindsey Kramer)	Provide Intensive Case Management to the Patients in the DACE Program (position supported through a sub-contract with our partner organization-Colorado Health Network).

Program Reach (estimate # of people)		
	DACE Clinic	Behavioral Health in ID Clinic (therapist, provider education, CAB/PAC development)
Year 1	40	400
Year 2	60	500
Year 3	100	600

PROGRAM LOCATIONS:

The Provider will serve the following neighborhoods: neighborhoods within the Denver Metro area

8. MONITORING PLAN AND REPORTING

Monitoring activities may include, but are not limited to:

- Checking online repositories such as SAM.gov, the FAC and other data analytics to ensure subrecipient entities are not debarred from doing business with the federal government or



EXHIBIT A - SCOPE OF WORK

AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT AGREEMENT

currently engaged in legal proceedings at the federal, state or local level that would jeopardize completion of ARPA approved project.

- Following subrecipient coverage in public media including TV news, printed news, website information, social media, etc.
- Reviewing subrecipient single audits or arranging for agreed-upon procedures engagements, as appropriate.
- Conducting of Risk Assessment by the Pass-Through Entity on each Subrecipient prior to commencement of proposed project/program and receipt of federal funds.
- Scheduling on-site visits or remote desk reviews of subrecipients to ensure compliance to ARPA and City terms of Agreement.
- Reviewing Subrecipient reimbursement requests and progress reports to ensure compliance to ARPA and City terms of Agreement.
- Requiring prior written approval for certain activities, costs or specific conditions to support eligible expense classification under ARPA.
- Reviewing third-party evaluations, as appropriate.
- Providing technical assistance and training to Subrecipients upon request.
- Completion of telephone consultations and other means of communication such as emails, virtual calls.

9. MONITORING AND REPORTING

The Pass-Through Entity may monitor Subrecipient to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved, as required by §200.332(d). The Pass-Through Entity may monitor Subrecipient and identify any failures in the administration and performance of the award. The monitoring plan can also serve to identify whether Subrecipient needs technical assistance. In addition to program performance, the Pass-Through Entity may monitor financial performance as required by §200.332(d)(1). Monitoring may be used to document allowable and unallowable costs, time and effort reporting and travel. Monitoring also may be used to follow up on findings identified in an earlier monitoring visit, from document reviews, or after an audit to ensure that Subrecipient took corrective action (§200.332(d)(2)). As appropriate, the cooperative audit resolution process may be applied.

The monitoring plan may include on-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance, and informal monitoring such as email and telephone interviews. The Pass-Through Entity may also issue management decisions for applicable audit findings as required by §200.521 (§200.332(d)(3)). For reporting, the uniform guidance requires that Pass-Through Entity and Subrecipient use OMB-approved government-wide standard information collections when providing performance information and data in reports. A sample of monitoring activities is included in Attachment III.

REPORTING

The Provider will be responsible for reporting on program outputs and outcomes.

The table below summarizes reporting activity and due dates. The dates and or frequency may be subject to change.



EXHIBIT A - SCOPE OF WORK

AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT AGREEMENT

Report # and Name	Description	Due Date	Reports to be sent to:
6 Month Progress Reports	Progress Reports will be due every 6 months from start of contract term. A template will be provided by DDPHE to complete.	6 months from start of term	DDPHE Program Manager
Close Out Report	Final Close Out Report (including 3-5 photos, if applicable)	No later than 2 weeks after the end of term	DDPHE Program Manager
Other reports as requested	To be determined (TBD)	TBD	TBD

10. INVOICE

Invoices must be provided on the DDPHE ARPA Invoice Form that will be provided to each sub-recipient.

- Every expense covered with ARPA funds must have documentation to
 - identify the expense (what is being paid for)
 - proof of purchase (receipts, timesheets, contract & contractor invoices, etc.)
 - proof the expense was paid (check, EFT, credit card statement showing charge and payment of the credit card)

11. PAYMENTS

Invoices and reports shall be completed and submitted to robert.george2@denvergov.org on or before the 45th day following the month of services rendered.

Examples of what invoices should include, as applicable:

- Expenditures by date transaction and description of each. In the case of behavioral health this would best include an attachment to the invoice - for example if the providers is providing counseling services a list by date of service, session cost and some type of patient/client number (but no identifier information)
- Timesheets or time report
- An earnings statement to show total hours worked, deductions, taxes paid, and check # or EFT transfer to pay the employee.
- If ARPA funds are used for only a portion (%) of the employee's time, an ARPA Payroll Allocation form must be completed.
- An invoice reflecting expense for supplies, equipment, rent, utilities, etc. should also have attached those receipts, copy of utility bills, etc.

EXHIBIT B - BUDGET

Behavioral Health Services Grant Program Budget					
TOTAL AWARD				\$500,000.00	
YEAR 1				\$128,596.00	
YEAR 2				\$176,594.00	
YEAR 3				\$194,810.00	
Organization Name	Denver Health & Hospital Authority				
Term	Year 1				
Award Name	Behavioral Health Services- ID Clinic				
Budget Categories					
Materials and Supplies					
Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested
Simultaneous Interpretation Equipment	This equipment will be used to support inclusive and equitable participation in the CAB/PAC	Y	1	\$ 450.00	\$450.00
Fentanyl Test Strips	DACE Clinic will provide unlimited test strips to client	Y	400	\$ 1.50	\$600.00
Snacks for DACE Clinic	Snacks for clients to have when accessing DACE Clinic services	Y	50	\$ 10.00	\$500.00
Total Materials and Supplies					\$1,550.00
Program Operating Expenses					
Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested
Bus tickets for Clients of the DACE Program	Unlimited single use bus tickets will be provided to clients in the DACE clinic to help address transportation barriers (up to 100 patients assisted) (cost per ticket is \$2.80)	Y	30	\$ 28.00	\$840.00
Lyft services for clients of DACE clinic	Limited Lyft rides will be made available to clients in the DACE clinic to help address transportation barriers (up to 100 patients assisted) (cost per ride is estimated to be \$18)	Y	200	\$ 18.00	\$3,600.00
Total Operating Expenses					\$4,440.00
Personnel and Administrative Services					
Salary Employees					
Position Title	Description of Work	Does this budget item support the Scope of Work?	Percent of Time	Salary + Fringe Benefits	Total Amount Requested
Licensed clinical social worker	Provide therapy for clients with HIV (rate per hr: \$38.22; 1,248 dedicated hours per year)	Y	60%	\$ 92,560.00	\$46,280.00
Project Leadership (Kellie Hawkins)	ARPA Grant Oversight and Leadership, DACE Program and Project Oversight (rate/hr: \$101.01; 312 hours per year)	Y	15%	\$ 253,080.68	\$31,635.00
Hourly Employees					
Position Title	Description of Work	Does this budget item support the Scope of Work?	Hours	Hourly Rate	Total Amount Requested
					\$0.00
Total Personnel Services					\$77,915.00
Other / Miscellaneous					
Item	Description	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested
DACE Clinic Patient Level Evaluation	Working with Corona Insights, we will thoroughly and methodically evaluate the DACE program	Y	1	\$ 33,000.00	\$33,000.00
Total Other					\$0.00
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)					\$116,905.00
Indirect					
Item	Description				Total Amount Requested
10% Indirect rate (if applicable)	Indirect Costs: DOPHE policy places a ten percent (10%) cap on reimbursement for indirect costs, based on the total contract budget.				\$11,691.00
TOTAL INDIRECT COSTS					\$11,691.00
TOTAL AMOUNT REQUESTED (YR 1)					\$128,596.00
Organization Name	Denver Health & Hospital Authority				
Term	Year 2				
Award Name	Behavioral Health Services- ID Clinic				
Budget Categories					
Materials and Supplies					
Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested
Snacks for DACE Clinic	Snacks for clients to have when accessing DACE Clinic services	Y	75	\$ 10.00	\$750.00
Fentanyl Test Strips	DACE Clinic will provide unlimited test strips to client	Y	400	\$ 1.50	\$600.00
Kindle Fire (2)	As the DACE clinic grows, we will need to more tablets so that clients can access the internet	Y	2	\$ 120.00	\$240.00
Total Materials and Supplies					\$1,590.00
Program Operating Expenses					
Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested
Bus tickets for Clients of the DACE Program	Unlimited single use bus tickets will be provided to clients in the DACE clinic to help address transportation barriers (up to 100 patients assisted) (cost per ticket is \$2.80)	Y	50	\$ 28.00	\$1,400.00

Liftr services for clients of DACE clinic	Limited Liftr rides will be made available to clients in the DACE clinic to help address transportation barriers (up to 100 patients assisted) (cost per ride is estimated to be \$18)	Y	300	\$	18.00	\$5,400.00
Total Operating Expenses						\$6,800.00
Salary Employees						
Position Title	Description of Work	Does this budget item support the Scope of Work?	Percent of Time	Salary + Fringe Benefits	Total Amount Requested	
Licensed clinical social worker	Provide therapy for clients with HIV (rate per hr: \$38.22; 1,248 dedicated hours per year)	Y	60%	\$ 114,147.00	\$68,488.00	
Data Manager (Jesse Carlson)	Provide Support for Evaluation Activities for DACE Program and Other Grant Objectives (rate/hr: \$32.36; 104 hours per year)	Y	5%	\$ 110,822.00	\$5,541.00	
Project Leadership (Kellie Hawkins)	ARPA Grant Oversight and Leadership, DACE Program and Project Oversight (rate/hr: \$101.01; 312 hours per year)	Y	15%	\$ 260,673.10	\$39,101.00	
Hourly Employees						
Position Title	Description of Work	Does this budget item support the Scope of Work?	Hours	Hourly Rate	Total Amount Requested	
					\$0.00	
						\$101,844.00
						\$0.00
Other / Miscellaneous						
Item	Description	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested	
Continuum Conference Travel	The Continuum Conference is put on by the International Association of Providers of AIDS Care and focuses on engagement of people with HIV with focus on special populations, such as those with behavioral health co-morbidities. This will allow three team members to travel to the conference in year 2 of the grant.	Y	3	\$1,945	\$5,835.00	
Colorado Health Network	This subcontract will cover the cost of one collocated full time medical case manager (for 9 months of the year- after current funding ends). (rate/hr: \$27.46; 1580 hours per year) The subcontract will cover 9 months of a cell phone for the case manager.	Y	0.75	\$ 61,890.00	\$46,418.00	
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)						\$162,487.00
Indirect						
Item	Description					Total Amount Requested
10% Indirect rate (if applicable):	Indirect Costs: DDPHE policy places a ten percent (10%) cap on reimbursement for indirect costs, based on the total contract budget.					\$0.00
TOTAL INDIRECT COSTS						\$0.00
TOTAL AMOUNT REQUESTED (YR 2)						\$176,594.00
Organization Name	Denver Health & Hospital Authority					
Term	Year 3					
Award Name	Behavioral Health Services- ID Clinic					
Budget Categories						
Materials and Supplies						
Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested	
Snacks for DACE Clinic	Snacks for clients to have when accessing DACE Clinic services	Y	75	\$10.00	\$750.00	
Fastway Test Strips	DACE Clinic will provide unlimited test strips to client	Y	400	\$1.50	\$600.00	
TOTAL Materials and Supplies						\$1,350.00
Program Operating Expenses						
Item	Description of Item	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested	
Liftr services for clients of DACE clinic	Limited Liftr rides will be made available to clients in the DACE clinic to help address transportation barriers (up to 100 patients assisted) (cost per ride is estimated to be \$18)	Y	300	\$18.00	\$5,400.00	
Bus tickets for Clients of the DACE Program	Unlimited single use bus tickets will be provided to clients in the DACE clinic to help address transportation barriers (up to 100 patients assisted) (cost per ticket is \$2.80)	Y	50	\$28.00	\$1,400.00	
Total Operating Expenses						\$6,800.00
Personnel and Administrative Services						
Salary Employees						
Position Title	Description of Work	Does this budget item support the Scope of Work?	Percent of Time	Salary + Fringe Benefits	Total Amount Requested	
Licensed clinical social worker	Provide therapy for clients with HIV (rate per hr: \$38.22; 1,248 dedicated hours per year)	Y	60%	\$98,197.11	\$58,918.00	
Project Leadership (Kellie Hawkins)	ARPA Grant Oversight and Leadership, DACE Program and Project Oversight (rate/hr: \$101.01; 312 hours per year)	Y	15%	\$268,493.30	\$40,274.00	
Data Manager (Jesse Carlson)	Provide Support for Evaluation Activities for DACE Program and Other Grant Objectives (rate/hr: \$32.36; 104 hours per year)	Y	5%	\$114,146.66	\$5,707.00	
Hourly Employees						
Position Title	Description of Work	Does this budget item support the Scope of Work?	Hours	Hourly Rate	Total Amount Requested	
					\$0.00	
Total Personnel Services						\$104,899.00
Other / Miscellaneous						
Item	Description	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested	
Continuum Conference Travel	The Continuum Conference is put on by the International Association of Providers of AIDS Care and focuses on engagement of people with HIV with focus on special populations, such as those with behavioral health co-morbidities. This will allow three team members to travel to the conference in year 3 of the grant.	Y	3	\$2,041	\$6,123.00	
Subcontract with Colorado Health Network	This subcontract will cover the cost of one collocated full time medical case manager. (rate/hr: \$27.46; 2,080 hours per year). The subcontract will also cover 9 months of a cell phone for the case manager.	Y	1	\$63,721.00	\$63,721.00	
TOTAL Other						\$69,844.00
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)						\$182,899.00
Indirect						
Item	Description					Total Amount Requested
10% Indirect rate (if applicable):	Indirect Costs: DDPHE policy places a ten percent (10%) cap on reimbursement for indirect costs, based on the total contract budget.					\$11,917.00
TOTAL INDIRECT COSTS						\$11,917.00
TOTAL AMOUNT REQUESTED (YR 3)						\$194,810.00

EXHIBIT C - COI



CERTIFICATE OF LIABILITY INSURANCE

7/1/2024

DATE (MM/DD/YYYY)

6/27/2023

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

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

PRODUCER Lockton Companies 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : COPIC Insurance Company</td> <td style="text-align: center;">11860</td> </tr> <tr> <td>INSURER B : Liberty Mutual Fire Insurance Company</td> <td style="text-align: center;">23035</td> </tr> <tr> <td>INSURER C : American Guarantee and Liab. Ins. Co.</td> <td style="text-align: center;">26247</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : COPIC Insurance Company	11860	INSURER B : Liberty Mutual Fire Insurance Company	23035	INSURER C : American Guarantee and Liab. Ins. Co.	26247	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED 1482920 Denver Health and Hospital Authority 777 Bannock Street Denver, CO 80204															

COVERAGES **CERTIFICATE NUMBER:** 18138249 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WRD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	HCC0015062	7/1/2023	7/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ Included</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ Included</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ Included</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Included	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ Included	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ Included		\$
EACH OCCURRENCE	\$ 1,000,000																				
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MED EXP (Any one person)	\$ 5,000																				
PERSONAL & ADV INJURY	\$ Included																				
GENERAL AGGREGATE	\$ 3,000,000																				
PRODUCTS - COMP/OP AGG	\$ Included																				
	\$																				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	EU2641446073023	1/1/2023	7/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$ XXXXXXXX</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$ XXXXXXXX</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$ XXXXXXXX</td></tr> <tr><td></td><td style="text-align: right;">\$ XXXXXXXX</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$ XXXXXXXX	BODILY INJURY (Per accident)	\$ XXXXXXXX	PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX		\$ XXXXXXXX				
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PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX																				
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AGGREGATE	\$ 5,000,000																				
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EW264N46073013	1/1/2023	7/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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E.L. EACH ACCIDENT		\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			
A	Professional Liability	N	N	HCC0015062	7/1/2023	7/1/2024	\$1M per Claim/\$3M Agg Policy Agg: \$750M Flood/EQ: \$100M														
C	Property			ZMD755063804	7/1/2023	7/1/2024															

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

CERTIFICATE HOLDER 18138249 Denver Health & Hospital Authority 777 Bannock Street, MC 5015 Denver, CO 80204	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

1/22/2024

DATE (MM/DD/YYYY)

2/8/2023

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

PRODUCER Lockton Companies 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
INSURED 1487218 Denver Health and Hospital Authority 777 Bannock Street Denver, CO 80204	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : <u>Lloyds Syndicate 2623</u></td> <td></td> </tr> <tr> <td>INSURER B : <u>Homeland Insurance Company of New York</u></td> <td style="text-align: center;">34452</td> </tr> <tr> <td>INSURER C : <u>Liberty Surplus Insurance Corporation</u></td> <td style="text-align: center;">10725</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <u>Lloyds Syndicate 2623</u>		INSURER B : <u>Homeland Insurance Company of New York</u>	34452	INSURER C : <u>Liberty Surplus Insurance Corporation</u>	10725	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 18373403 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ XXXXXXXX E L DISEASE - EA EMPLOYEE \$ XXXXXXXX E L DISEASE - POLICY LIMIT \$ XXXXXXXX
A C B	Cyber 1st Excess Cyber 2nd Excess Cyber	N	N	B0713MEDTE2302927 EO6DACFMZM002 720000615-0001	1/22/2023 1/22/2023 1/22/2023	1/22/2024 1/22/2024 1/22/2024	Aggregate Limit: \$5M \$5M xs \$5M \$5M xs \$10M

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

CERTIFICATE HOLDER 18373403 For Information Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Exhibit D

OMB Approved No.:1505-0271

Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: City and County of Denver 201 West Colfax Avenue, Dept. 1010 Denver, Colorado 80202	DUNS Number: 080483932 Taxpayer Identification Number: 846000580 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:
Title:
Date signed:

U.S. Department of the Treasury:

Authorized Representative:
Title:
Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient’s noncompliance with section 602 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency’s or court’s findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient’s obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City and County of Denver
Recipient

Date

Signature of Authorized Official

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