SUBAWARD AGREEMENT
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

THIS SUBAWARD AGREEMENT ("Agreement") is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **BAYAUD ENTERPRISES, INC.**, a Colorado nonprofit corporation, whose address is 333 West Bayaud Avenue, Denver, Colorado 80223 (the "Subrecipient"), individually a "Party" and jointly the "Parties."

RECITALS

WHEREAS, the City has been allocated funds under the Temporary Assistance for Needy Families ("TANF") program (CFDA # 93.558) from the United States Department of Health and Human Services ("HHS"), pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193 ("PRWORA"), and 42 U.S.C. § 601, *et seq.,* to fulfill the lawful purposes set forth herein; and

WHEREAS, the Parties enter into this Agreement to assist eligible, needy families to terminate their dependence on government benefits by promoting job preparation.

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

1. **COORDINATION AND LIAISON**: The Subrecipient shall fully coordinate all services under the Agreement with the Executive Director ("Director") of the Department of Human Services ("Agency" or "DHS") or the Director's designee.
2. **GRANT AWARD**: This Agreement is funded by, subject to, and entered into pursuant to the authority of the Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, 42 U.S.C. § 601, *et seq*.; the Deficit Reduction Omnibus Reconciliation Act of 2005, Public Law 109-171; 45 C.F.R. Part 75; 45 C.F.R. Parts 260 through 265; the Colorado Works Program Act of 1997, as amended, C.R.S. § 26-2-701, *et seq*., (the "CWPA"), as now in effect and as may be amended (together, the "Program"). The Subrecipient warrants that that all activities authorized by this Agreement shall be performed in accordance with the CWPA; applicable Colorado regulations, including but not limited to, 9 C.C.R. 2503-6, 11 C.C.R. 2508-01, and 12 C.C.R. 2509-1; the applicable terms and conditions of the State of Colorado's funding agreement or issued memorandum of understanding; and all applicable federal and state laws, regulations, and policies, and any special conditions attached hereto and incorporated herein as exhibits to this Agreement and such other rules, regulations, or requirements of HHS, or any other federal or state entity that may legally exercise its jurisdiction over the awarded funds, may reasonably impose. All other relevant laws, directives, regulations, administrative rulings, guidelines and required assurances applicable to the expenditure of TANF funds as these provisions currently exist, or may hereafter be amended, are incorporated herein by reference and made a material part of this Agreement. The Subrecipient acknowledges and agrees that this Agreement is contingent upon an allocation and receipt of TANF funds from HSS or the State of Colorado, and the authorization given to the City to use a portion of its allocation in the amount set forth in this Agreement to reimburse the Subrecipient for the provision of services under this Agreement. The Subrecipient's failure to perform, as required, may, in addition to other remedies

set forth in this Agreement, result in readjustment of the amount of funds the City is otherwise obligated to pay to the Subrecipient pursuant to the terms hereof.

3. **SERVICES TO BE PERFORMED**: As the City directs, the Subrecipient shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A,** Scope of Work, to the City's satisfaction. The Subrecipient is ready, willing, and able to provide the services required by this Agreement. The Subrecipient 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. The Subrecipient agrees to follow the City's referral policies, including adherence to rules addressing services to clients who are denied due to ineligibility. All records, data, specifications, and documentation prepared by the Subrecipient under this Agreement, when delivered to and accepted by the City, shall become the property of the City.
4. **TERM**: The Agreement will commence on July 1, 2024, and will expire, unless sooner terminated, on June 30, 2025 (the "Term"). Subject to the City's prior written authorization, the Subrecipient shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the City.
5. **COMPENSATION AND PAYMENT**
   - **5.1. Budget**: The City shall pay, and the Subrecipient shall accept as the sole compensation for services rendered and costs incurred and paid under the Agreement payment not to exceed the line budget amounts set forth in **Exhibit A**. The Subrecipient certifies the budget line items in **Exhibit A** contain reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R. 200, Subpart E. The City shall not allow claims for services furnished by the Subrecipient that are not specifically authorized by this Agreement.
   - **5.2. Reimbursable Expenses**: There are no reimbursable expenses allowed under the Agreement. All the Subrecipient's expenses are contained in the budget in **Exhibit A**. The City is not obligated to pay the Subrecipient for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Subrecipient in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.
   - **5.3. Invoicing**: The Subrecipient shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought as well as other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Funds will be disbursed in appropriate monthly increments, upon receipt and approval of Subrecipient's monthly invoices and any City required budget documents or reports. The Subrecipient's invoices will include all appropriate supporting documentation that may be pertinent to the services performed or expenses incurred and paid under this Agreement. The Subrecipient's invoices must identify costs and expenses incurred and paid in accordance with the budget contained in **Exhibit A**. Funds payable by the City hereunder shall be distributed to the Subrecipient on a reimbursement basis only for work performed and expenses incurred and paid during the prior month. Invoices submitted for payment must be received by the Agency as detailed in the attached **Exhibit A** or as directed. Invoices submitted

for services rendered that are submitted after such deadline are untimely and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission.

5.4. **Timesheets**: If applicable, timesheets must reflect the amount of time, in hours and tenths of hours, attributable to each activity performed under this Agreement. The Subrecipient must not allocate costs billed to this Agreement to another federal award unless the City notifies the Subrecipient in writing that that the City has shifted costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of an applicable federal award. Each invoice requesting payment under this Agreement will contain all necessary attestations as directed by the City.

5.5. **Maximum Contract Amount**

5.5.1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SEVEN HUNDRED FIFTEEN THOUSAND SIXTY-FOUR DOLLARS AND ZERO CENTS ($715,064.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Subrecipient beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at the Subrecipient's risk and without authorization under the Agreement.

5.5.2. 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.

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

6. PROGRAM RESTRICTIONS

6.1. **Funding Contingency**: If federal funds or non-City funds constitute all or some of the funding under this Agreement, the City's obligation to pay the Subrecipient shall be contingent upon such non-City funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from non-City grant funds, and the City's liability for such payments shall be limited to the amount remaining of such grant funds. If state, federal, or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the City may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The City will, however, pay for services and goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest.

6.2. **Recovery of Incorrect Payments**: If, because of any audit or program review relating to the performance of the Subrecipient or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Subrecipient 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 Subrecipient obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Subrecipient shall be responsible to indemnify and save harmless the City, its officers, agents and employees, from and against all disallowed costs. The foregoing in no way limits the Subrecipient'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 federal government of the United States, the State of Colorado, or the City in accordance with applicable federal laws, state, and local laws. The closeout of a federal award does not affect the right of the federal agency, the State of Colorado, or the City to disallow costs and recover funds because of a later audit or other review.

6.3. **Matching Funds**: As may be required by federal, state, or local law, the Subrecipient shall provide eligible matching funds or in-kind contributions as provided in **Exhibit A**. Prior to using federal funds as a source of matching funds, the Subrecipient shall require approval from the City and the applicable awarding agency. The Subrecipient shall report in writing to the City all contributions to be applied toward any non-federal match required under this Agreement ("Match Report(s)"). Match Reports shall be submitted every four (4) months from the Term start date and attached to that month's invoice. The Subrecipient shall be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City and provide documentation that supports the match consistent with the federal guidelines found in 24 C.F.R. 578, *et seq*. Such contributions shall be recorded on a Match Report and submitted to the City and shall be available along with back up documentation for review at the request of the City. Match Reports shall list all contributions provided by the Subrecipient toward the match requirement and shall list the total amount of contributions made as of the date of the Match Report. The City reserves the right to withhold, adjust and/or reallocate final payments under this Agreement if it determines that the required match is not being met to the City's satisfaction or the current spending is inconsistent with amounts of non-federal match contributions. The Subrecipient's Match Report shall be certified to be correct by an authorized representative of the Subrecipient and shall reference the Agreement number as designated below on the City's signature page.

6.4. **Closeout Procedures**: The Subrecipient shall comply with all contract closeout procedures directed by the City under this Agreement for final reimbursement, including but not limited to final review of payments, invoices, referrals, and required reporting documents, including close-out signature. To complete closeout, the Subrecipient shall timely provide the City with all deliverables, including documentation, and the Subrecipient final reimbursement request or invoice.

6.5. **Client Records**: The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the applicable award or this Agreement is prohibited except upon written consent of the client, their attorney, or guardian.

6.6. **Pass-Through Provisions Required**: If the Subrecipient enters into any subcontracts or subgrants with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, the Subrecipient shall include provisions in its subcontracts regarding the federal and state laws identified or referenced in this Agreement. The Subrecipient retains full responsibility for complying with the terms of this Agreement, whether the services are provided directly or by a third party, and for including all relevant terms in its subcontracts.

6.7. **Grievance Policy**: The Parties desire to ensure that clients are being adequately informed over pending actions concerning their continued participation in the program or activity provided by the Subrecipient. Also, clients must be allowed adequate opportunity to communicate dissatisfaction with the facilities or Services offered by the Subrecipient. To satisfy this requirement, the Subrecipient agrees to provide a written "Grievance Policy" as a mechanism to provide opportunities for the City and its clients to meaningfully communicate problems, dissatisfaction, and concerns and to establish procedures for resolution of grievances. The policy must be communicated to clients upon their initial receipt of Services. The Subrecipient agrees that a formal "Grievance Policy" will be adopted by its governing body and submitted to the City for approval at the City's discretion on or before the commencement of the term of this Agreement. Failure to provide an acceptable Grievance Policy shall constitute a material breach of this Agreement.

6.8. **Verification of Lawful Presence**: To the extent required by law, the Parties will cooperate to verify the lawful presence in the United States, of each natural person eighteen (18) years of age or older, who applies for federal, state, or local public benefits conferred pursuant to this Agreement. Verification of lawful presence in the United States is not required for any purpose for which lawful presence in the United States is not explicitly required by law, ordinance, or rule. Any expenditure by the Contractor in violation of this provision, or any related federal or state laws, rules, or regulations are unauthorized expenditures subject to reimbursement.

6.9. **Political Activity**: The Subrecipient agrees that political activities are prohibited under this Agreement and further agrees that no funds paid by the City hereunder will be used to provide transportation to polling places or to provide any other services in connection with elections or political activities.

6.10. **Non-Discrimination**: The Subrecipient agrees to comply with all federal and state statutes relating to nondiscrimination, including but not limited to, Title VI of the Civil Rights Act of 1964, Pub. L. 88-352, which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 and 1685- 1686, which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1974, 42 U.S.C. §§ 6101-6107, which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; §§ 523 and 527 of the Public Health Service Act of 1912, 42 U.S.C. 290, *et seq.*, relating to confidentiality of alcohol and drug abuse patient records; Executive Order 11246; the Vietnam Era Veterans'

Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, relating to nondiscrimination of protected veterans; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. § 3601, *et seq*., relating to nondiscrimination in the sale, rental or financing of housing; all regulations and administrative rules established pursuant to the foregoing laws; any additional nondiscrimination provision in any specific statute applicable to any federal or state funding for this Agreement; and the requirements of any other nondiscrimination statutes which may apply.

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 the Subrecipient's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Subrecipient 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 five (5) 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 the Subrecipient to make disclosures in violation of state or federal privacy laws. The Subrecipient shall at all times comply with D.R.M.C. 20-276.
8. **REPORTS**: The Subrecipient shall provide the Agency with the reports described in **Exhibit A** in such a format as may be designated by the City. Reports may be submitted electronically by disk or e-mail, followed by hard copy transmittal. In addition, the Subrecipient shall disclose, in a timely manner, in writing to the City and the federal or state awarding agency, all violations of federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting the applicable award. The City, the State of Colorado, or any relevant federal agency may impose penalties for noncompliance allowed under 2 C.F.R. Part 180, 2 C.F.R. § 200.338, and 31 U.S.C. 3321, which may include, without limitation, suspension, or debarment.
9. **PERFORMANCE MONITORING/INSPECTION**: The Subrecipient shall permit the City to monitor and review the Subrecipient's performance under this Agreement. The Subrecipient shall make available to the City for inspection all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Agreement to coordinate the performance of services by the Subrecipient in accordance with the terms of this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement. The Subrecipient agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of the City, the Subrecipient's record keeping practices and/or reporting to the City are not conducted in a timely and satisfactory manner, the City may withhold part or all payments under this Agreement until such deficiencies have been remedied. In the event of a withheld payment, the City agrees to notify the Subrecipient of the deficiencies that must be corrected to bring about the release of the withheld payment.

10. STATUS OF SUBRECIPIENT: The Subrecipient, as defined in 2 C.F.R. Part 200, *et seq*., is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Subrecipient 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. Any reference in this Agreement to "subcontractors" shall also mean subgrantees or third parties performing hereunder.

11. TERMINATION

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

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

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

11.4. Upon termination of the Agreement, with or without cause, the Subrecipient 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.

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

11.6. If the funding agreement between the City and the applicable state or federal funding entity is terminated for any reason, the total amount of compensation to be paid to the Subrecipient under this Agreement shall be reduced effective as of the date of termination of the funding agreement.

12. REMEDIES FOR NONCOMPLIANCE: If the Subrecipient does not correct an identified default within the specified timeframe, then the City may impose any or all the following remedial actions, in addition to all other remedial actions authorized by law:

12.1. Withhold any or all payments to the Subrecipient, in whole or in part, until the necessary services or corrections in performance are satisfactorily completed during the authorized period to cure default;

12.2. Deny all requests for payment and/or demand reimbursement from the Subrecipient

of all payments previously made to the Subrecipient for those services or deliverables that have not been satisfactorily performed and which, due to circumstances caused by or within the control of the Subrecipient, cannot be performed or if performed would be of no value to the Program. Denial of requests for payment and demands for reimbursement shall be reasonably related to the amount of work or deliverables lost to the City;

12.3. Deny in whole or in part any application or proposal from the Subrecipient for funding of the Program for a subsequent program year regardless of source of funds;

12.4. Reduce any application or proposal from the Subrecipient for refunding for the Program for a subsequent program year by any percentage or amount that is less than the total amount of compensation provided in this Agreement regardless of source of funds;

12.5. Refuse to award the Subrecipient, in whole or in part, all additional funds for expanded or additional services under the Program;

12.6. Deny or modify any future awards, grants, or contracts of any nature by the City regardless of funding source for the Subrecipient;

12.7. Modify, suspend, remove, or terminate the Agreement, in whole or in part. If the Agreement, or any portion thereof, is modified, suspended, removed, or terminated, the Subrecipient shall cooperate with the City in the transfer of the services as reasonably designated by the City; and/or

12.8. If this Agreement is terminated as a result of a default by the Subrecipient, the City may procure, upon such terms and conditions as the City deems appropriate, services similar to those terminated, and the Subrecipient shall be liable to the City for any damages arising from obtaining similar services.

13. 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 Subrecipient. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

14. INSURANCE

14.1. General Conditions: The Subrecipient agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Subrecipient shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices Section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Subrecipient shall provide written notice of cancellation, non-renewal and any reduction in

coverage to the parties identified in the Notices Section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Subrecipient shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Subrecipient. The Subrecipient 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.

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

14.3. **Additional Insureds**: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Subrecipient and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.

14.4. **Waiver of Subrogation**: For all coverages required under this Agreement, with the exception of Professional Liability – if required, the Subrecipient's insurer shall waive subrogation rights against the City.

14.5. **Subcontractors and Subconsultants**: The Subrecipient shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Subrecipient and appropriate to their respective primary business risks considering the nature and scope of services provided.

14.6. **Workers' Compensation and Employer's Liability Insurance**: The Subrecipient shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.

14.7. **Commercial General Liability**: The Subrecipient shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each bodily injury and property damage occurrence, $2,000,000 products and completed operations aggregate (if applicable), and $2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation, or misconduct.

14.8. **Automobile Liability**: The Subrecipient 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.

14.9. **Cyber Liability**: The Subrecipient 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.

15. DEFENSE AND INDEMNIFICATION

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

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

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

15.4. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Subrecipient under the terms of this indemnification obligation. The Subrecipient is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

15.5. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq*.

17. 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 Subrecipient 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.

18. **ASSIGNMENT; SUBCONTRACTING**: The Subrecipient shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the City'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 City 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 Subrecipient shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor, or assign.
19. **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.
20. **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 Subrecipient receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
21. **NO AUTHORITY TO BIND CITY TO CONTRACTS**: The Subrecipient 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.
22. **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.
23. **CONFLICT OF INTEREST**: No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Subrecipient 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. The Subrecipient shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Subrecipient 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 Subrecipient by placing the Subrecipient's own interests, or the interests of any party with whom the Subrecipient 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 Subrecipient written notice describing the conflict.
24. **NOTICES**: All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the Contractor at the address aforementioned and to the City at the addresses below: Executive Director, Denver Department of Human Services, 1200 Federal Boulevard, Denver, Colorado 80204-3221; with a copy to: 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.

25. **DISPUTES**: All disputes between the City and the Subrecipient arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.
26. **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).
27. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Subrecipient 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 Subrecipient shall insert the foregoing provision in all subcontracts.
28. **NO DISCRIMINATION IN PROGRAM ASSISTANCE**: In connection with the performance of work under the Agreement, the Subrecipient may not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, ancestry, gender, age, military status, sexual orientation, gender identity or gender expression, marital or domestic partner status, political beliefs or affiliation, familial or parental status—including pregnancy, medical condition, military service, protective hairstyle, genetic information, or disability. The Subrecipient shall insert the foregoing provision in all subcontracts.
29. **LIMITED ENGLISH PROFICIENCY**: Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, states national origin discrimination includes discrimination based on limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Subrecipient must reasonably ensure that LEP persons have meaningful access to its programs, services, and activities. The Subrecipient shall not charge program participants for the use of an oral or written translator or interpretation services. The Subrecipient shall comply with requirements concerning the provision of interpreter services under this Agreement.
30. **FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES**: The Subrecipient shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.
31. **COMPLIANCE WITH ALL LAWS**: The Subrecipient shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States,

the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver. These laws, regulations, and other authorities are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated.

32. **STATUTES, REGULATIONS, AND OTHER AUTHORITY**: Reference to any statute, rule, regulation, policy, executive order, or other authority means such authority as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect, including rules and regulations promulgated thereunder, and reference to any section or other provision of any authority means that provision of such authority in effect and constituting the substantive amendment, modification, codification, replacement, or reenactment of such section or other provision, in each case except to the extent that this would increase or alter the Parties respective liabilities under this Agreement. It shall be the Subrecipient's responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement and to maintain its compliance therewith.
33. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Subrecipient's provision of services hereunder, the Subrecipient shall comply with, and agrees to be bound by, all 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 in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Subrecipient expressly acknowledges that the Subrecipient is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Subrecipient, 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.
34. **LEGAL AUTHORITY**: The Subrecipient represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the Subrecipient represents and warrants that he has been fully authorized by the Subrecipient to execute the Agreement on behalf of the Subrecipient and to validly and legally bind the Subrecipient 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 the Subrecipient or the person signing the Agreement to enter into the Agreement.
35. **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS**: The Subrecipient shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.
36. **PROHIBITED TERMS**: Any term or condition that requires the City to indemnify or hold the Subrecipient harmless; requires the City to agree to binding arbitration; requires the City to obtain certain insurance coverage; limits the Subrecipient's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*. Any agreement containing a prohibited term shall otherwise be enforceable as if it did not contain such term or condition, and all agreements entered into by the City, except for certain

intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.

37. **DEBARMENT AND SUSPENSION**: The Subrecipient acknowledges that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Colorado. The Subrecipient shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.
38. **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.
39. **ORDER OF PRECEDENCE**: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls—except for certain federal and state terms and conditions.
40. **INTELLECTUAL PROPERTY RIGHTS**: The City and the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The Parties agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of the Subrecipient made available, directly or indirectly, by the Subrecipient to the City as part of the Scope of Services (collectively, "Subrecipient Materials"), are the exclusive property of the Subrecipient or the third parties from whom the Subrecipient has secured the rights to use such product. Subrecipient Materials, processes, methods, and services shall at all times remain the property of the Subrecipient; however, the Subrecipient hereby grants to the City a nonexclusive, royalty free, perpetual, and irrevocable license to use Subrecipient Materials. The Subrecipient shall mark or identify all such Subrecipient Materials to the City. The Subrecipient acknowledges that pursuant to law, the federal or state government may reserve ownership or a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted under this Agreement.

41. **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 Subrecipient's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

42. **ADVERTISING AND PUBLIC DISCLOSURE**: The Subrecipient shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Subrecipient's advertising or public relations materials without first obtaining the written approval of the City. 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 Subrecipient shall notify the City in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

43. **CONFIDENTIAL INFORMATION**

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

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

43.3. Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party's possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors,

agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

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

44. PROTECTED INFORMATION AND DATA PROTECTION

44.1. **Compliance with Data Protection Laws**: The Subrecipient shall comply with all applicable laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Subrecipient under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Subrecipient '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 Subrecipient becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Subrecipient shall promptly notify the City.

44.2. **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 Subrecipient 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 Subrecipient , including, but not limited to, the Subrecipient '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.

44.3. **Safeguarding Protected Information**: "Protected Information" means data, regardless of form, that has been designated as private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student records, education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and PII. Protected Information shall not include public records that by law must be made available to the public pursuant to the Colorado Open Records Act § 24-72-201, *et seq*., C.R.S. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection for the information it discloses to the Subrecipient, the Subrecipient 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 Subrecipient has been contracted to maintain, store, or process personal information on the City's behalf, the Subrecipient 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.

44.4. **Data Access and Integrity**: The Subrecipient 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 Subrecipient's performance hereunder to ensure the security and confidentiality of all data. The Subrecipient 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 Subrecipient 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 Subrecipient shall have no right, title, or interest in data obtained in connection with the services provided herein.

44.5. **Data Retention, Transfer, Litigation Holds, and Destruction**: Using appropriate and reliable storage media, the Subrecipient shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Subrecipient's data retention policies. Upon termination of this Agreement, the Subrecipient 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 Subrecipient is required by law to retain data, including Protected Information. Upon the City's request, the Subrecipient shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Subrecipient's exclusive custody, the City may request that the Subrecipient preserve such data outside of its usual record retention policies. The City will promptly coordinate with the Subrecipient regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Subrecipient 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 Subrecipient 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.

44.6. **Software and Computing Systems**: At its reasonable discretion, the City may prohibit the Subrecipient 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 Subrecipient's services under this Agreement. The Subrecipient 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 Subrecipient 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 Subrecipient 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.

44.7. **Background Checks**: The Subrecipient will ensure that, prior to being granted access to Protected Information, the Subrecipient'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.

44.8. **Subcontractors and Employees**: If the Subrecipient engages a subcontractor under this Agreement, the Subrecipient 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 Subrecipient 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 Subrecipient to breach any of its obligations under this Agreement. Unless the Subrecipient provides its own security protection for the information it discloses to a third party, the Subrecipient 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 Subrecipient and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Subrecipient shall provide the City copies of its record retention, data privacy, and information security policies.

44.9. **Security Breach**: If the Subrecipient 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 Subrecipient shall notify the City in the most expedient time and without unreasonable delay. The Subrecipient 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 Subrecipient shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Subrecipient shall not be obligated to disclose confidential business information or trade secrets. The Subrecipient 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.

44.10. **Request for Additional Protections and Survival**: In addition to the terms contained herein, the City may reasonably request that the Subrecipient 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 Subrecipient may reasonably decline the City's request to provide additional protections. If such a request requires the Subrecipient to take steps beyond those contained herein, the Subrecipient shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Subrecipient 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 Subrecipient shall continue to safeguard all data for so long as the data remains confidential or protected and in the Subrecipient's possession or control.

45. **PROTECTED HEALTH INFORMATION**: The Subrecipient shall comply with all legislative and regulatory requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); the Health Information Technology for Economic and Clinical Health Act ("HITECH"); 42 CFR Part 2; the privacy standards adopted by the U.S. Department of Health and Human Services, as amended, 45 C.F.R. parts 160 and 164, subparts A and E; and the security standards adopted by the

U.S. Department of Health and Human Services, as amended, 45 C.F.R. parts 160, 162 and 164, subpart C (collectively, "HIPAA Rules"). The Subrecipient shall implement all necessary protective measures to comply with HIPAA Rules, and the Subrecipient hereby agrees to be bound by the terms of the Business Associate Agreement attached hereto and incorporated herein by reference as **Exhibit C**. The Subrecipient shall not use protected health information or substance use treatment records except as legally necessary to fulfill the purpose of this Agreement and shall hold the City harmless, to the extent permitted by law, for any breach of these regulations. This Section shall survive the expiration or earlier termination of this Agreement, and the Subrecipient shall ensure that the requirements of this Section are included in any relevant subcontracts.

46. **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.
47. **PARAGRAPH HEADINGS**: The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.
48. **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.
49. **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.
50. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**: The Subrecipient 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.
51. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: The Subrecipient 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.
52. **ATTACHED EXHIBITS INCORPORATED**: The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, Certificate of Insurance; **Exhibit C**, HIPAA/HITECH BAA; and **Exhibit D**, Federal Provisions.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Contract Control Number: SOCSV-202473275-00
Contractor Name: BAYAUD ENTERPRISES, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: _____

_____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: SOCSV-202473275-00
Contractor Name: BAYAUD ENTERPRISES, INC.

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

Name: TAMMY BELLOFATTO
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

DENVER HUMAN SERVICES

Bayaud Enterprises, Inc.
EXHIBIT A
SCOPE OF WORK
Jaggaer No. SOCSV-202473275-00

I. OVERVIEW

Contractor Name	Bayaud Enterprises, Inc.
Business Address	333 W. Bayaud Ave. Denver, CO 80223
Website	www.bayaudenterprises.org
Services Summary	Provide ongoing supplemental services to Colorado Works (CW)/Temporary Assistance for Needy Families (TANF) participants.
Contract Term	7/1/2024 – 6/30/2025
Fiscal Term(s)	7/1/2024 – 6/30/2025
Budget Total	$715,064
DHS Division	Economic Resilience (ER)
DHS Program	CW/TANF
Funding	TANF (federal funds), distributed via Colorado Department of Human Services (CDHS)
CCD Contract # (Legacy #)	SOCSV-202473275-00

II. BACKGROUND AND PURPOSE

a. In 1996, Congress explicitly envisioned the Temporary Assistance for Needy Families (TANF) program as a critical support for families to gain the needed skills and knowledge to care for children in their own home and to promote job preparation and access to work. TANF is also often the only source of financial support for families and can be a portal to other critical safety net programs, including Supplemental Security Income (SSI), the Supplemental Nutrition Assistance Program (SNAP) (previously known as food stamps), Child Care Assistance Program (CCAP), and Medicaid. States can use TANF creatively and provide supports and services directly responsive to the needs of underserved families.

In response to this need and with the flexibility afforded under the TANF legislation, the City is seeking to improve adult and child outcomes for the most vulnerable families entrusted in our care. The goal of the Colorado Works/TANF Program in Denver is to promote the long-term economic well-being of our community, through preparation for and attachment to employment for those who are able to work. The City's CW/TANF Program is designed to engage individual participants with the services, opportunities, resources, and tools needed to successfully move toward stability and self-sufficiency. Denver Human Services (DHS) facilitates robust community gains by partnering with local businesses, educational institutions, and other service providers in the

area, and advocating for participants as a vital part of the DHS support network. For those who are not readily able to work, Denver's CW/TANF program offers supports and services intended to increase employability and promote family safety and stability.

Science tells us that it is never too late to help adults build up their core capabilities, and that we can have a life-long impact if adults support the development of these skills in childhood. When adults have opportunities to build the core skills that are needed to be productive participants in the workforce and to provide stable, responsive environments for the children in their care, our economy will be stronger, and the next generation of citizens, workers, and parents will thrive. We also know that programs that provide support and "bridging" by crossing barriers of race, gender, socioeconomic status as well as "bonding" by tying participants and staff into a supportive community has positive long-term impact. The City realizes the importance of these services and supports and is seeking them for those most in need in our community, including the link to social capital and its effectiveness in supporting low-income persons through the transition to employment.

b. DHS is responsible for administering eligibility for CW/TANF pursuant to Colorado Revised Statutes (CRS) at section 24-4-103 (11) CRS, and Colorado Code of Regulations (CCR), 9-CCR-2503-6. DHS and contractor shall share responsibility for workforce case management and/or supplemental services, depending on participants' circumstances.

c. Bayaud is identified as a subrecipient for the purposes of this agreement and is therefore subject to all terms, conditions and regulatory requirement required of federal funding subrecipients per 2 CFR Part 200, as well as specific rules and regulations for CW/TANF.

III. FOCUS POPULATION(S)

a. General CW/TANF eligibility criteria:

   i. Pregnant or taking care of a child under 18 years old.

   ii. Resident of Colorado.

   iii. Citizen of the United States, a legal alien, a refugee, or a permanent resident.

   iv. Family income is less than $75,000 a year.

b. Participants referred for workforce supplemental services have been determined as eligible for CW/TANF and are currently receiving TANF Basic Cash Assistance (BCA).

c. Adult members of the CW/TANF receiving family are limited to 60 months of CW/TANF BCA during their lifetime. Services provided will need to be achievable within this 60-month limit with the understanding that many CW/TANF participants have already used a portion of their lifetime limit.

d. Geographic Service Areas

   i. Contractor shall engage focus populations Citywide.

e. DHS has developed service lanes to provide specific services based on the participants assessment criteria. The services lanes are:

Service Lane 1 - Job Ready. Participants in this lane have the required marketable vocational skills, commitment, and experience to gain and maintain entry level employment. They may have minimal barriers that will not supersede their ability to become employed. Participants are ready to engage in work experience or on the job training, intern and externships, interview and resume preparation and practice, and active, supported job searching. Long-term family income is anticipated to be through employment earnings.
Service Lane 2 - Short to long-term barrier resolution. Participants in this lane have at least some of the marketable vocational skills, commitment and/or work experience to gain or maintain employment. Long-term family income is anticipated to be through employment earnings. Some participants may have time-limited barriers to employment as documented by a qualified professional such as education and soft skills/professionalism.
Service Lane 3 - Employment alternatives. Participants in this lane have permanent or long-term barriers to employment as documented by a qualified professional. These individuals have disabilities or significant barriers that likely prevent them from becoming employed and will be supported in applying for other programs such as federal Social Security Administration (SSA) disability programs.
Service Lane 4 - Longer-term barrier to employment with employment being the long-term goal. Participants in this lane require intensive case management due to either major barriers such as homelessness, mental/physical health, etc., that must be mitigated before employment may be addressed or time-limited eligibility for services while they receive a TANF 60-month extension.

Service Lane 5 - Self-directed activity (maternity, long-term education, etc.). Participants in this lane require only minimal case management while their situation remains largely unchanged and stable over long periods of time.

IV. SERVICES

a. Bayaud shall provide multiple supplemental services to meet the self-sufficiency needs of TANF beneficiaries through employment and/or access to SSI/SSDI benefits. The following are Bayaud's two focused lanes of services that align with the Service Lanes model:

i. Lane II

- Inputs: IPS Job Developer, Life skills class curriculum for education and soft skills, partnership with a local employer
- Activities: Education Classes/General Educational Development (GED), Soft Skills- Professionalism workshops, job readiness workshops, resume writing, job search assistance.

ii. Lane III - SSI/SSDI Outreach, Access, and Recovery (SOAR)

- Inputs: SOAR Navigator, partnership with Social Security Administration and Denver Human Services staff. Follow SOAR curriculum for disability benefits. IPS Job Developer to assist with post-employment after claim is denied or an unlikely successful claim.
- Activities: Assessment of barriers and eligibility, follow SOAR application assistance, support and follow up during initial and reconsideration processes.

b. **All Referrals** shall be processed by Bayaud's Intake Coordinator for initial program eligibility review and when appropriate, distribute the participant file to a Benefits Navigator, Vocational Services Manager, or an Employment Specialist, depending on referral type.

c. SSI/SSDI Outreach, Access, and Recovery Services

i. Disability documentation is preferred but not required for SSI/SSDI screening referrals. Disability documentation would be compiled that is required for supported employment or community-based training referrals.

ii. **SSI/SSDI Screening:** The screening process for new adult or child applications can last up to 90 days from date of referral. Bayaud's best practice goal is to keep screening time to 60 days. Navigators shall provide private, trauma informed, and fully accessible services to adults and children. Participation is reported to the referring DHS case manager or other contracted TANF Case Management providers monthly. Assessments/screening of the following categories authorized by DHS or other contracted partners in the Individualized Plan:

- **SSI/SSDI eligibility for initial adult or child applicants with no pending or previous SSI/SSDI cases** - Assessment of SSI/SSDI eligibility shall be determined by Bayaud Navigator through utilization of Navigator Screening Process. Bayaud Navigators have adopted the SOAR procedures and tools to determine whether an individual is a good candidate to qualify medically for SSI/SSDI approval or needs further assessment. Worksheets and questionnaires are utilized as tools to determine impacts and severity of disability, as appropriate (copies of these tools are available upon request). In addition to the worksheets, a review of medical documentation is conducted. Signed Releases of Information are provided to all potential sources requesting records and documentation. If medical documentation supporting stated diagnosis is insufficient or nonexistent, referrals shall be made for appropriate medical and mental health assessments.

- **SSI/SSDI screening for adult or child applicants with an existing filed application that has been denied and appealed** - The same screening process described above is prescribed to this group to determine the best way to support the application.

- **Referral needed for initial/additional vocational information** - After the SSI/SSDI screening process is started it may be necessary to complete an internal referral for a vocational evaluation. Evidence gathered here further develops a case for disability or a clearer path to supported employment. Coordination with Colorado Department of Human Services (CDHS) Disability Determination Services (DDS) as well as the National SOAR Technical Assistance Center have helped further define this customized report generated by Bayaud's vocational staff.

- **Referral needed for Bayaud Bridge's mental health services** - Adults may receive multiple sessions of individual counseling along with group counseling or substance use group attendance. Services include facilitated connection to long term mental health supports for the individual. Mental Health records may be requested by the referring Navigator to include in the SSI/SSDI screening process.
- Application Assistance for SSI/SSDI - candidates screened as "likely" shall receive complete application assistance for SSI and SSDI. Application processing timelines can vary and is dictated by CDHS' DDS and the Social Security Administration. Full applications may be filed within 60 days of a screening decision by Bayaud and may take up to 12-14 months for an official approval or denial.

d. Workforce Integration Services

i. Bayaud shall offer a comprehensive three-month curriculum for TANF participants. This curriculum is meticulously designed to cater to the diverse needs of TANF families, with a focus on education, GED classes, and soft skills.

- The first month of the curriculum lays the foundation and conducts assessments. It begins with an introduction to the program, its goals, and the services it offers. This is followed by a series of assessments to determine the educational levels, career interests, and soft skills proficiency of the participants. The participants are then guided to set individual goals and create personalized plans. The latter half of the first month is dedicated to starting GED or basic education classes tailored to individual levels and introducing soft skills through communication, teamwork, and problem-solving workshops.
- The second month is dedicated to skill development and enhancement. It starts with intensive classes focusing on GED subjects where participants need the most support. This is complemented by practice tests and study groups to reinforce learning. The latter half of the second month is dedicated to advanced soft skills training. This includes professionalism workshops covering workplace etiquette, conflict resolution, and time management, and job readiness workshops including interview techniques and understanding employer expectations.

- The third and final month is about application and transition. It starts with final preparation for GED exams, including review sessions and mock exams. The latter half of the month is dedicated to employment preparation. This includes resume writing sessions with individual feedback, job search assistance, including how to effectively use job boards and networking strategies, and partnership activities with local employers, such as job shadowing or internships.

ii. Throughout the three months, ongoing support is provided. This includes personal counseling to address any barriers to learning and employment, career counseling to align educational achievements with career goals, and financial literacy workshops to manage increased family income effectively. The curriculum is flexible to accommodate the diverse needs of TANF families and includes regular evaluations to ensure participants are on track to meet their goals. This structured approach aims to improve educational attainment, enhance soft skills and professionalism, and ultimately increase employability and family income for TANF families. It is a testament to Bayaud's commitment to empowering TANF families and helping them achieve their goals.

e. Cultural Responsiveness and Trauma-informed Services

i. Contractor shall provide all services as described in this Agreement in a manner culturally appropriate and consistent with the City's commitment to equity values, which encompass inclusion, engagement, equitable programming, accountability, transparency, and the promotion of intersectional, inclusive, and accessible programs and strategies.

ii. Contractor shall ensure all staff provide services through a trauma-informed approach with an emphasis on harm reduction. Staff shall be trained and continually coached to better understand trauma so they can be sensitive and responsive to focus population(s) receiving services.

V. CITY RESPONSIBILITIES

a. The City shall be responsible for providing or securing the following:

i. Administer eligibility for CW/TANF pursuant to Colorado Revised Statutes (CRS) at section 24-4-103 (11) CRS, and Colorado Code of Regulations (CCR), 9-CCR-2503-6.

ii. Share any CW/TANF programmatic changes and provide necessary training contingent on DHS training and/or resource availability. To be scheduled on mutually agreed upon date(s)/time(s)based on shared availability.

iii. DHS shall remain the assigned case manager of record. As the case manager of record. DHS shall provide ongoing case management supports including ongoing assessment, development of Individualized Plans (IP) with participant, and engagement into workforce development activities that lead to employment.

VI. COMMUNICATION AND COLLABORATION

a. Contractor shall:

i. Attend and participate in monthly meetings as requested by the DHS program contact.

ii. Agree to use City/DHS issued email addresses for all CW/TANF related communication with DHS staff and contractors regarding participants. This includes complying with all City prescribed privacy requirements related to communication and information sharing.

iii. Ensure all electronic communication referencing CW/TANF participants will follow all privacy requirements, including but not limited to encrypting emails to recipients outside of the City network.

b. DHS shall:

i. Facilitate monthly meetings with Contractor to review contracted services and performance and troubleshoot any barriers (i.e. City/State systems access, invoice/payment, etc.).

ii. Provide and maintain City issued email to Contractor staff for mutual communication containing participant information.

VII. KEY PERFORMANCE INDICATORS (KPI)

a. Output/Process Measures

i. Services Lane 2: 200 clients served, 150 hours of education/GED classes, 100 hours of soft skills/professionalism Workshops, 200 resumes written and 20% placements in six months.

ii. Services Lane 3: 250 clients served, 200 SOAR assessment completed, 100 referrals to SSA, 75 applicants for disability benefits, 50 follow-ups, and 25 approvals.

iii. Provide Bayaud Bridge's mental health services for up to 50 adult participants.

b. Outcome Measures

i. 35% of clients who complete education/GED classes and soft skills/professionalism workshops pass the GED exam and report increased confidence and satisfaction with their education, compared to 65% of clients who do not complete these programs.

ii. 50% of clients who apply for disability benefits through the SOAR model are approved and enroll in health insurance within six months.

iii. 25% of participants shall attain credentials within one year after exit. This could be education such as high school diploma or equivalent, a recognized postsecondary credential or on the job training certificates.

c. Contractor shall be responsive to City feedback on monthly metrics and track performance specific to funding-required outcomes and key performance indicators (KPIs) as communicated by City.

VIII. REPORTS

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

Report Name	Description	Frequency	Reports to be sent to:
1. Monthly Report	A monthly report demonstrating progress in meeting program's goals and containing KPIs.	Due the 15th of the month following the month services were provided, throughout the contract term.	CW/TANF Program Manager or designee
2. Monthly Activity Report	Activity report that details the monthly client activity with monthly hours spent in each.	On or before the 5th of each Month following the month services were rendered.	DhsTANFcontractors@denvergov.org AND/OR CW/TANF Program Administrator
3. Outcomes Report	Qualitative and Quantitative - demonstrating how services provided met the overall outcome and budget goals of this agreement. Data requested for services performed 7/1/24-3/31/25.	By April 15th, 2025	CW/TANF Program Manager or designee

4. Language Access Plan	This one-time report establishes an effective plan and protocol for the organization to follow when providing services to, or interacting with, individuals who have limited English proficiency.	Due 90 days after contract execution	CW/TANF Program Manager or designee

b. Contractor shall submit reports timely to the DHS program contact.

c. Contractor shall request report due date extensions in writing prior to a report deadline and the extension must be approved by City personnel.

IX. ADMINISTRATIVE REQUIREMENTS

a. Policies and Procedures

i. Contractor shall establish and maintain written policies and procedures to operationalize the services identified within this Agreement and demonstrate compliance with federal, state, and local regulations.

ii. All current policies and procedures shall be made available to the City program contact in electronic form.

iii. All policies and procedures, including any revisions, shall be subject to the approval of the City program contact.

iv. Contractor shall maintain an inventory of all implemented policies and procedures, including past versions that were at one time in effect.

b. Language Access Plan

i. A Language Access Plan (LAP) is a management document that outlines how Contractor's program defines tasks to achieve language access and maintain compliance with federal law requirements for Title VI Language Access and corresponding Executive Orders from the Federal government (Executive Order No. 13166) and the City and County of Denver (Executive Order No. 150).

- Contractor shall conduct an individualized assessment that examines the four factors of Language Access Planning.
- Contractor shall develop a documented Language Access Plan to support language access for participants.
- Contractor shall collect data that identifies the language needs of the population served.

c. Grievance Process

i. A grievance procedure is a formal way for an individual or a family to raise a problem or complaint to the Contractor.

ii. Contractor shall develop and implement a public-facing grievance process which clearly outlines the steps involved in reviewing, addressing, resolving, and documenting grievances which may occur for Services as defined in this Agreement during the term of the contract.

iii. Contractor shall document this procedure and must receive approval in writing from the DHS program contact for the proposed grievance procedure before it is implemented. This should be prioritized within the first 30 days of beginning services.

iv. Individuals and families receiving services must be properly notified of the grievance procedure once it is approved. This can be done through the Contractor's website, distribution of printed materials at time of service, or in other ways not yet contemplated, so long as it is accessible to the focus population(s) defined in this Agreement.

v. Contractor shall promptly address grievances. The DHS program contact shall be consulted and notified of any grievances that cannot be resolved by the Contractor.

d. Performance Management

i. Contractor shall permit the City to carry out reasonable activities to review, monitor, and evaluate any of the procedures used by Contractor in providing or supplying services and make available for inspection all notes and other documents used in performing the services as described in this Agreement.

ii. Monitoring shall be performed as necessary by the program area and other designated DHS staff throughout the term of the Agreement. As a subrecipient, monitoring is required per 2 CFR Part 200 Subpart D 200.331 and DHS policy 1809-506. Subrecipient monitoring includes but is not limited to the following:

- *Program or Managerial Monitoring* - The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
- *Contract Monitoring* - Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. Financial Services, in conjunction with the DHS program area and other designated DHS staff, shall provide performance monitoring and reporting reviews. DHS staff shall manage any performance issues and shall develop interventions to resolve concerns.

- *Compliance Monitoring* – Contractor shall ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards, and policies to include sub recipient requirements.
- *Financial Monitoring* – Contractor shall ensure that costs are allocated and expended in accordance with the terms of this Agreement. Contractor is required to provide all invoicing documents for the satisfaction of Financial Services. Financial Services shall review the quality of the submitted invoice monthly. Financial Services shall manage invoicing issues through site visits and review of invoicing procedures.

iii. If, as a result of an audit or review relating to the fiscal performance of the Contractor including those performed by a DHS internal auditor, the City receives notice of any irregularities or deficiencies in said audits, the Contractor shall correct all identified irregularities or deficiencies within the time frames designated in the City's written notice of irregularities or deficiencies. If the identified irregularities or deficiencies cannot be corrected by the date designated by the City, then the Contractor shall so notify the City in writing and shall identify a date that the Contractor expects to correct the irregularities or deficiencies; provided, however, that the irregularities or deficiencies shall be corrected no later than ninety (90) days from the date of the City's notice.

- DHS will notify Contractor in advance of every CW/TANF related audit and Contractor will have a representative present at such audit. Contractor will participate in all audit coordination as appropriate, including meeting all DHS timeline requirements.

e. Subcontractors

i. Contractor shall, prior to entering an agreement with any approved service providers, subcontractors, consultants, or any other entity approved to supply the services described in this Agreement, ensure the adequacy of their accounting system and financial records to accurately account for the funds awarded them and to be able to allocate costs appropriately between two or more projects and/or agreements.

ii. Each approved service provider, subcontractor, subconsultant, or other approved person or entity engaged by the Contractor to provide services and supports under this Agreement will be subject to and will comply with City standards, policies and procedures for contract performance review and audits.

iii. Contractor shall comply with all requests from the City to obtain information from and conduct reviews or financial audits of approved service providers, subcontractors, subconsultants, and other approved persons or entities supplying services under the Agreement.

iv. Contractor shall provide copies of audits and performance reviews, if any, of approved service providers, subcontractors, subconsultants, and all other approved persons or entities supplying services and supports prepared by any entity, other than the City Auditor or a DHS internal auditor, to the City program contact within thirty (30) days of the Contractor's receipt.

f. Record-Keeping

i. Contractor and DHS will work collaboratively to collect and retain all CW/TANF program information necessary to ensure compliance with the requirements of any applicable state or federal law and program regulations. This includes all case management records (paper and automated), which includes, but is not limited to, all assessments, Individual Plans (IPs), workforce development activities, participation tracking sheets, contracted services, and workforce counseling administered by Contractor.

ii. Contactor shall establish and maintain record-keeping policies in accordance with the requirements established by applicable state law or as reasonably required by the City, including the City Auditor, concerning the provision of services and expenditure of City Funds, including, but not limited to, establishing and maintaining financial and performance records with respect to all matters covered by this Agreement in sufficient detail and in a manner sufficient to conform to generally accepted accounting principles so as to allow audit of the expenditure of City funds received by the Contractor.

- Contractor shall retain such financial and performance records for a period of six (6) years from the date of final payment to the Contractor under this Agreement.

iii. Contractor shall utilize the designated data systems, including but not limited to, CBMS for CW/TANF participants. CBMS must be used in accordance with the DHS and CDHS written policies and procedures. Each staff person will be given the minimum access required to perform their specific role under the Contract.

- DHS and the State will coordinate CBMS security access setup and controls.
- All requests should be routed through the DHS CBMS Help Desk to ensure that State and internal processes are followed.

X. BUDGET

a. Funding Information/Requirements

i. Program Name: Colorado Works/Temporary Assistance for Needy Families.

ii. Funding Source: Temporary Assistance for Needy Families Block Grant

iii. Funding Type: Federal

b. Per Uniform Guidance CFR 200.331 DHS clearly identifies to the subrecipient the following federal funding information:

i. Program Name: Colorado Works/Temporary Assistance for Needy Families

ii. Name of Federal Awarding Agency: Department of Health and Human Services (HHS)

iii. Federal Award Date: 10/24/2023

iv. Federal Funding Amount: $83,390,340

v. Amount of Federal Funds by this action: $5,000,000

vi. Subaward Period of Performance: 7/1/2024 – 6/30/2025

vii. Assistance Listing# (a.k.a. CFDA#): 93.558

viii. Federal Award Identification Number (FAIN): 2401COTANF

ix. Subrecipient UEI#: KQ7KKEB5M4R7

x. Amount awarded to subrecipient: $715,064.00

xi. Indirect cost rate: 18.84%

xii. Additional sub awards by subrecipient: __ Yes _X_ No

xiii. Names of subcontractors or sub awardees: N/A

c. Use of Government Funds

i. Contractor shall spend funds provided under this Agreement in a way that serves the public interest, honors the public trust, and is consistent with services as described in this Agreement.

ii. Contractor shall use funds provided under this Agreement for the purposes of effectuating the purposes of City law as this Agreement contemplates and as set forth in the scope of work.

iii. If requested, Contractor shall establish and submit to the City an inventory list, in such format as designated by the City program contact and within thirty days of said request, of all Equipment and Controlled Assets purchased under this Agreement.

iv. Contractor shall update said inventory list as necessary on a timely basis. The inventory shall specify the location of all Equipment and Controlled Assets purchased to supply the Services.

v. Upon the expiration or earlier termination of this Agreement, unless the Agreement is extended by a written amendment executed by the Parties in the same manner as this Agreement, all Equipment and Controlled Assets purchased to supply the Services shall either be returned to the City or disposed of as the City shall direct.

d. Invoicing

i. Contractor shall submit invoices on or before the 15th of the month following when services were provided.

ii. Contractor shall use an invoice format or template approved by the City.

iii. Invoice supporting documentation must be provided with each invoice and must meet DHS /City documentation requirements.

iv. Unless otherwise instructed, invoices shall be submitted to DHS_Contractor_Invoices@denvergov.org.

e. Budget Modifications

i. Budget line items may only be modified in accordance with the DHS budget modification policies and procedures. Modification shall not take effect until approved in writing.

ii. Any proposed modifications that require an increase in the maximum contract amount shall be evidenced by a written amendment prepared and executed by Contractor and the City in the same manner as this Agreement.

f. Payment Method

i. Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget.

g. Budget Table

Contractor Name	Program	Fiscal Term
Bayaud Enterprises, Inc.	CW/TANF	7/1/2024 – 6/30/2025

Personnel				
Position Title	Annual Salary & Wages	Annual Fringe Benefits	FTE	Annual Contract Budget
Senior Manager	$84,000	$25,200	0.65	$70,980
Program Manager	$63,000	$18,900	1.00	$81,900
SOAR Lead	$58,500	$17,550	1.00	$76,050
Intake Coordinator	$58,000	$17,400	0.70	$52,780
SOAR Navigators	$56,160	$16,848	2.00	$146,016
IPS Job Developers	$58,000	$17,400	2.00	$150,800
			Personnel Subtotal	$578,526

Fringe Benefit Rate: ~30%

Direct Costs		
Type of Expense	Cost Detail	Annual Contract Budget
Materials & Supplies	Cost includes, but not limited to, Office supplies, laptops, monitors, cell phones, postage, printing, and other materials needed for program administration and job readiness curriculum and workshops for participants.	$14,077
Travel	Transportation & tolls - travel expenses for the staff to attend training, visit clients, and other service providers.	$1,500
Direct Client Support	Cost of items provided to participants include, but not limited to, life-skill development class fees, tests, learning material, and licensures.	$4,400
Other Direct Services	Staff training & development	$3,200
	Direct Costs Subtotal	$23,177

Total Direct Cost	$601,703
Modified Total Direct Cost	$601,703

Indirect Costs			
Type of Expense	Cost Detail		Contract Budget
Administrative/ Indirect Costs	Indirect Method: City-Negotiated Indirect Cost Rate Indirect Base: Modified Total Direct Cost	18.84%	$113,361

Total Fiscal Budget	$715,064.00

h. Budget Definitions

i. Salaries and Wages. Staff assigned to work specifically on the contracted activities. Funds may be used to reimburse staff salary and wages and for the prorated share of leave costs (PTO, vacation, sick, holidays, etc.). Funds may not be used to reimburse bonuses, severances, payouts of leave when an employee separated from job, or for staff who are on pre-disciplinary or disciplinary leave.

ii. Fringe Benefits. Any monetary benefit an employer offers in exchange for an employee's service that does not include their salary. Funds may be used for the prorated share of payroll taxes (i.e., Social Security, Medicare, federal unemployment, state unemployment), insurance (i.e., medical, dental, vision, life, ADD/LTD, workers comp), and retirement plans.

iii. Prorated Share. Salaries, wages, and fringe benefits that are based on records that accurately reflect the work performed and comply with the established policies and practices of a contractor's organization. Positions that do not work 100% of their time on the contracted activities, must keep documentation that supports a reasonable allocation or distribution of costs among specific activities or cost objectives.

iv. Direct Costs. Costs that can be identified specifically with the contracted program, project or activities and can be assigned relatively easily with a high degree of accuracy.

v. Materials and Supplies. Tangible personal property to be used by contractor during the contract term that are not defined as equipment (useful life of over a year and over $5,000/unit).

vi. Equipment. Tangible personal property to be used by program personnel during the course of the contract that have a useful life of more than one year and costs $5,000 or more per unit.

vii. Travel. Costs for employees who travel on official business related to the contracted activities. The costs may only be reimbursed at federal uniform rates and mileage reimbursement may not exceed the approved federal (IRS) / U.S. General Services Administration (GSA) rates.

viii. Subcontracts/Consultants. Includes all services performed by an independent contractor who is not affiliated or part of the organization. Subcontractors are any supplier, distributor, vendor, or firm that furnishes supplies or services to Contractor. A consultant is an individual retained to provide professional advice or services for a fee. Compensation for consultant services must be reasonable and consistent with that paid for similar services in the marketplace.

ix. Client Services. Costs directly benefiting a participant, through subsidy or purchase of services or supplies (i.e., rent/mortgage assistance, bus passes, food boxes, etc.).

x. Other Direct Costs. Any other allowable costs that provide direct support to the program, project or activities and cannot be easily included into the other categories.

xi. Administrative/Indirect Cost Rate. Allocable portion of necessary and reasonable costs that benefit multiple programs or functions of an organization that cannot be readily identified as a direct cost (i.e., rent, utilities, general supplies, administrative expenses).

xii. Modified Total Direct Cost (MTDC). All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subcontractor cost up to the first $25,000 of each subcontract. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subcontract in excess of $25,000.

XI. CONTRACT LIFE CYCLE

a. The table below summarizes the history of the contract to date, providing the context on the life of the contract for the current scope of work.

Contract Version	Contract Term	Fiscal Term	Current Budget	Additional Amount	Contract Maximum
Base	7/1/2024 – 6/30/2025	7/1/2024 – 6/30/2025	N/A	$715,064	$715,064

EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/9/2024

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 IMA, Inc. - Colorado 1705 17th Street Suite 100 Denver CO 80120	**CONTACT NAME:** IMA Denver Team **PHONE (A/C, No, Ext):** 303-534-4567 **FAX (A/C, No):** **E-MAIL ADDRESS:** DenAccountTechs@imacorp.com
INSURED BAYAENT-01 Bayaud Enterprises, Inc 333 West Bayaud Avenue Denver, CO 80223	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** *Pinnacol Assurance 41190 **INSURER B :** Zurich American Insurance Company 16535 **INSURER C :** Philadelphia Indemnity Insurance Company 18058 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1181579746 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			PHPK2691446000	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			PHPK2691446000	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			PHUB913314000	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE $	$ 9,000,000 $ 9,000,000 $
A B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		4136458 WC298296304	7/1/2024 7/1/2024	7/1/2025 7/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY			PHPK2691446000	7/1/2024	7/1/2025	EACH CLAIM AGGREGATE	$1,000,000 $3,000,000

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

Abuse & Molestation Coverage: Policy #PHPK2691446000
Effective Dates: 7/01/2024 - 7/01/2025 Insurer C: See Above
$1,000,000 Each Claim; $1,000,000 Aggregate

Cyber Liability Coverage-Privacy Protection/Network and Info Security: Policy #ACS1275724
Effective Dates: 7/01/2024 - 7/01/2025 Insurer: Lloyd's
$1,000,000 Limit; $25,000 Retention

See Attached...

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brenda Vinson

EXHIBIT B

AGENCY CUSTOMER ID: BAYAENT-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY IMA, Inc. - Colorado	**NAMED INSURED** Bayaud Enterprises, Inc 333 West Bayaud Avenue Denver, CO 80223
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Hired Automobile Physical Damage Coverage: Policy #PHPK2691446000
Effective Dates: 7/01/2024 - 7/01/2025 Insurer C: See Above
$1,000 Comprehensive Deductible; $1,000 Collision Deductible

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as additional insureds under General Liability and Business Auto

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT
HIPAA/HITECH

1. GENERAL PROVISIONS AND RECITALS.

1.01 The parties agree that the terms used, but not otherwise defined below, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they exist or may hereafter be amended.

1.02 The parties agree that a business associate relationship (as described in 45 CFR §160.103) under HIPAA, the HITECH Act, and the HIPAA regulations arises between the CONTRACTOR and the CITY to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of CITY.

1.03 CITY wishes to disclose to CONTRACTOR certain information, some of which may constitute Protected Health Information ("PHI") as defined below, to be used or disclosed in the course of providing services and activities.

1.04 The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they exist or may hereafter be amended.

1.05 The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that impose more stringent requirements with respect to privacy of PHI.

1.06 The parties understand that the HIPAA Privacy and Security rules apply to the CONTRACTOR in the same manner as they apply to a covered entity. CONTRACTOR agrees to comply at all times with the terms of this Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they exist or may hereafter be amended, with respect to PHI.

2. DEFINITIONS.

2.01 "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.

2.02 "Agreement" means the attached Agreement and its exhibits to which these additional terms are incorporated by reference.

2.03 "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

2.03.1 Breach excludes:

1. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or CITY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

2. Any inadvertent disclosure by a person who is authorized to access PHI to another person authorized to access PHI, or organized health care arrangement in which CITY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner disallowed under the HIPAA Privacy Rule.

3. A disclosure of PHI where CONTRACTOR or CITY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

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

1. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

2. The unauthorized person who used the PHI or to whom the disclosure was made;

3. Whether the PHI was actually acquired or viewed; and

4. The extent to which the risk to the PHI has been mitigated.

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

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

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

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

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

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

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

2.11 "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.l03 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

2.12 "Parties" shall mean "CONTRACTOR" and "CITY", collectively.

2.13 "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

2.14 "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

2.15 "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

2.16 "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.

2.17 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

2.18 "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.

2.19 "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

2.20 "Subcontractor" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

2.21 "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

2.22 "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services ("HHS") in the guidance issued on the HHS Web site.

2.23 "Use" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.

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

3.02 CONTRACTOR agrees to use appropriate safeguards, as provided for in this Agreement, to prevent use or disclosure of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY, except as provided for by this Contract.

3.03 CONTRACTOR agrees to comply with the HIPAA Security Rule, at Subpart C of 45 CFR Part 164, with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY.

3.04 CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement that becomes known to CONTRACTOR.

3.05 CONTRACTOR agrees to immediately report to CITY any Use or Disclosure of PHI not provided for by this Agreement that CONTRACTOR becomes aware of. CONTRACTOR must report Breaches of Unsecured PHI in accordance with 45 CFR §164.410.

3.06 CONTRACTOR agrees to ensure that any of its subcontractors that create, receive, maintain, or transmit, PHI on behalf of CONTRACTOR agree to comply with the applicable requirements of Section 164 Part C by entering into a contract or other arrangement.

3.07 To comply with the requirements of 45 CFR §164.524, CONTRACTOR agrees to provide access to CITY, or to an individual as directed by CITY, to PHI in a Designated Record Set within fifteen (15) calendar days of receipt of a written request by CITY.

3.08 CONTRACTOR agrees to make amendment(s) to PHI in a Designated Record Set that CITY directs or agrees to, pursuant to 45 CFR §164.526, at the request of CITY or an Individual, within thirty (30) calendar days of receipt of the request by CITY. CONTRACTOR agrees to notify CITY in writing no later than ten (10) calendar days after the amendment is completed.

3.09 CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of CITY, available to CITY and the Secretary in a time and manner as determined by CITY, or as designated by the Secretary, for purposes of the Secretary determining CITY'S compliance with the HIPAA Privacy Rule.

3.10 CONTRACTOR agrees to document any Disclosures of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY, and to make information related to such Disclosures available as would be required for CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

3.11 CONTRACTOR agrees to provide CITY information in a time and manner to be determined by CITY in order to permit CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

3.12 CONTRACTOR agrees that, to the extent CONTRACTOR carries out CITY's obligation(s) under the HIPAA Privacy and/or Security rules, CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to CITY in the performance of such obligation(s).

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

4. SECURITY RULE.

4.01 CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §164.308, §164.310, §164.312, §164.314 and §164.316 with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY. CONTRACTOR shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

4.02 CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained here.

4.03 CONTRACTOR shall immediately report to CITY any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI as described in 5. BREACH DISCOVERY AND NOTIFICATION below and as required by 45 CFR §164.410.

5. BREACH DISCOVERY AND NOTIFICATION.

5.01 Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify CITY of such Breach, however, both parties may agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR §164.412.

5.01.1 A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

5.01.2 CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have been known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by the federal common law of agency.

5.02 CONTRACTOR shall provide the notification of the Breach immediately to the CITY DEH Executive Director or other designee.

5.02.1 CONTRACTOR'S initial notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

5.03 CONTRACTOR'S notification shall include, to the extent possible:

5.03.l The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

5.03.2 Any other information that CITY is required to include in the notification to each Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify CITY, or

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

1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

4. A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

5. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

5.04 CITY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR §164.404, if at the sole discretion of the CITY, it is reasonable to do so under the circumstances.

5.05 In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all required notifications to CITY, and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

5.06 CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR §164.402 to demonstrate that a Breach did not occur.

5.07 CONTRACTOR shall provide to CITY all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit CITY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to CITY.

5.08 CONTRACTOR shall continue to provide all additional pertinent information about the Breach to CITY as it becomes available, in reporting increments of five (5) business days after the prior report to CITY. CONTRACTOR shall also respond in good faith to all reasonable requests for further information, or follow-up information, after report to CITY, when such request is made by CITY.

5.09 In addition to the provisions in the body of the Agreement, CONTRACTOR shall also bear all expense or other costs associated with the Breach and shall reimburse CITY for all expenses CITY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs or expenses associated with addressing the Breach.

6. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

6.01 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, CITY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by CITY.

6.02 CONTRACTOR may use PHI that CITY discloses to CONTRACTOR, if necessary, for the proper management and administration of the Agreement.

6.03 CONTRACTOR may disclose PHI that CITY discloses to CONTRACTOR to carry out the legal responsibilities of CONTRACTOR, if:

6.03.1 The Disclosure is required by law; or

6.03.2 CONTRACTOR obtains reasonable assurances from the person or entity to whom/which the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity and the person or entity immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

6.04 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

6.05 CONTRACTOR may use and disclose PHI that CITY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of CITY.

7. OBLIGATIONS OF CITY.

7.01 CITY shall notify CONTRACTOR of any limitation(s) in CITY'S notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect CONTRACTOR'S Use or Disclosure of PHI.

7.02 CITY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR'S Use or Disclosure of PHI.

7.03 CITY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that CITY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.

7.04 CITY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by CITY.

8. BUSINESS ASSOCIATE TERMINATION.

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

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

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

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

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

8.02.2 CONTRACTOR shall retain no copies of the PHI.

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

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

9. <u>SUBSTANCE ABUSE (42 C.F.R., Part 2).</u>

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

EXHIBIT D, CONTRACT FEDERAL PROVISIONS

1. **APPLICABILITY OF PROVISIONS.**

1.1. The Agreement or Purchase Order to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Agreement or Purchase Order, or any attachments or exhibits incorporated into and made a part of the Agreement or Purchase Order, the provisions of these Federal Provisions shall control.

2. **COMPLIANCE.**

2.1. The Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The City or the State of Colorado may provide written notification to the Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.**

3.1. SAM. The Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. The Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

3.2. Unique Entity ID. The Contractor shall provide its Unique Entity ID to its Recipient and shall update The Contractor's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in the Contractor's information.

4. **CONTRACT PROVISIONS REQUIRED BY UNIFORM GUIDANCE APPENDIX II TO PART 200.**

4.1. **Contracts for more than the simplified acquisition threshold,** which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The simplified acquisitions threshold is $250,000

4.2. **All contracts in excess of $10,000 must address termination for cause and for convenience** by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

4.3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4.4. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

4.5. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

4.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

4.8. **Debarment and Suspension** (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.9. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

4.10. **Prohibition on certain telecommunications and video surveillance services or equipment §2 CFR 200.216**

4.10.1. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

4.10.1.1. Procure or obtain;

4.10.1.2. Extend or renew a contract to procure or obtain; or

4.10.1.3. Enter into a contract (or extend a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

4.11. **Contracts with small and minority businesses, women's business enterprises, and labor surplus area firms. (2 CFR §200.321).** The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

4.12. **Domestic preferences for procurements. (2 CFR §200.322)** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel,

cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

4.13. **Procurement of recovered materials. (2 CFR §200.323)** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

5.1. Pursuant to §4.2 of these Federal Provisions, the City may terminate this contract, in whole or in part, when it is in the Government's interest. Solicitations and contracts shall include clauses as required by FAR 49.502 (2023). Termination for convenience of the government shall comply with the following provisions of the Federal Acquisition Regulations:

5.1.1. For Fixed Price Contracts: FAR 52.249-2 (2023)

5.1.2. For Contracts for Personal Services: FAR 52.249-12 (2023)

5.1.3. For Construction Contracts for Dismantling, Demolition, or Removal of Improvements: FAR 52.249-3 (2023)

5.1.4. For Educational and Other Nonprofit Institutions: FAR 52.249-5 (2023)

6. EVENT OF DEFAULT.

6.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Agreement and the City may terminate the Agreement upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the City under the Agreement, at law or in equity.