

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **LA RAZA SERVICES, INC.**, a Colorado nonprofit corporation whose address is 3131 W. 14th Street, Denver, Colorado 80204 (the “Contractor”), jointly (“the Parties”).

The Parties agree as follows:

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

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Work and Budget**, to the City’s satisfaction.

b. The Contractor is ready, willing, and able to provide the services required by this Agreement.

c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The Agreement will commence on **November 1, 2022**, and will expire on **October 31, 2023** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. COMPENSATION AND PAYMENT:

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

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in the budget in **Exhibit A**.

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

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TWO MILLION THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$2,300,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

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

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

6. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

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

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

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

7. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this

paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

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

9. INSURANCE:

a. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor 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, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor 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 Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Contractor may not commence services or work

relating to this Agreement prior to placement of coverages required under this Agreement. Contractor 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 Contractor'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.

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

d. **Waiver of Subrogation**: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants**: Contractor 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 Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

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

g. **Commercial General Liability**: Contractor 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.

h. **Business Automobile Liability**: Contractor 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.

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

10. DEFENSE AND INDEMNIFICATION:

a. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under 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 City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

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

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

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

11. **TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

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

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

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

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

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

17. CONFLICT OF INTEREST:

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

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

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

Executive Director of Public Health and Environment or Designee
101 W. Colfax Avenue, Suite 800
Denver, Colorado 80202

With a copy of any such notice to:

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

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

19. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

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

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days.

The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

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

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

21. **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).

22. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge,

promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

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

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

25. 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.

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

27. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively,

“Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

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

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

30. CONFIDENTIAL INFORMATION:

a. City Information: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence

and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

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

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

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

Exhibit List

Exhibit A – Scope of Work and Budget

Exhibit B – Certificate of Insurance.

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Contract Control Number: ENVHL-202264337- 00
Contractor Name: LA RAZA SERVICES, 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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-202264337- 00
LA RAZA SERVICES, INC.

By:  _____
FF14752C1E4B452...

Name: Rudy Gonzales
(please print)

Title: President/CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A
SCOPE OF WORK AND BUDGET
LA RAZA SERVICES

I. Purpose of Agreement

To provide Community Engagement Services to the following target population: community members who are experiencing problems related to mental health, depression, poverty, homelessness and/or substance abuse issues. The Community Engagement Services will be a partner program of Support Team Assisted Response (STAR), which is a program that sends a *Paramedic/EMT* and a *Behavioral Health Clinician* to low-risk behavioral health calls to de-escalate and connect a resident in distress with appropriate services.

II. Services

1. Create a Culturally, Geographically and Linguistically Appropriate Services (CLAS) Network that addresses CGLAS behavioral health issues and social determinants of health.

A. Use data to identify service gaps (first three months)

A1. Servicios to host STAR Community Advisory Board for listening session (upon contract execution)

B. Identify providers that can fill gaps (first six months)

C. Secure letters of commitment/subrecipient agreements prioritizing organizations serving communities of color and/or led by communities of color; develop SOW's with these organizations (ongoing; months one to six)

D. Identify geographic priorities for community outreach and education on the STAR Program (first three months)

2. Servicios to Hire the STAR Community Services Director

A. In collaboration with program partners at DDPHE, WellPower, The Urban Institute, and Denver Health design STAR Community Engagement Service Model (upon contract execution)

B. Formulate universal intake, data and evaluation tools, other measurements (within six months)

C. Create warm hand off procedures that align with STAR operational hours of 6am to 10pm (first six months)

3. Begin the implementation of the STAR Community Engagement Services Model.

A. STAR Community Services Director writes job descriptions (month 1)

B. Hire Year 1 direct services team (within three to six months)

4. Attend all STAR Provider Network Advisory Board (CAB) meetings



EXHIBIT A
SCOPE OF WORK AND BUDGET
LA RAZA SERVICES

- A. Servicios staff representation at each existing and upcoming CAB meeting (ongoing)
- A1. Share with the Community Advisory Board evaluation results (quarterly reports + final report)

5. Develop program Budget for Years 2 and 3 (month nine of year one)

III. Process and Outcome Measures

1. Culturally, Geographically and Linguistically Appropriate Services (CGLAS) service matrix that addresses CGLAS behavioral health issues and social determinants of health fully completed.

Based on:

- A. Data to identify gaps.
- B. Providers who can fill these gaps.
- C. Letters of commitment/subrecipient agreements, along with Scopes of Work, having been finalized with providers.
- D. Past utilization data that identified geographic priorities/council districts for Community Engagement Services Outreach.
- E. Determine outputs, outcomes, and measures for monthly progress reports (first six months)

2. Community Engagement Services Manager hired.

A. In collaboration with program partners at DDPHE, WellPower, The Urban Institute, and Denver Health, a STAR Community Engagement Services Network designed.

- B. Universal intake, data and evaluation tools, and other measurements formulated.
- C. Warm handoff procedures developed.

3. Implementation of the STAR Community Engagement Services Model has begun.

- A. Job descriptions written.
- B. Year 1 direct services team hired.

4. STAR Provider Network Advisory Board convened.



EXHIBIT A
SCOPE OF WORK AND BUDGET
LA RAZA SERVICES

Budgets for Years 2 and 3 developed.

IV. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the Behavioral Health Section in the Community & Behavioral Health division of the Denver Department of Public Health & Environment (DDPHE). Performance will be reviewed for:

1. Program and Managerial Monitoring of the quality of services being provided and the effectiveness of those services addressing the needs of the program.
2. Contract and Financial Monitoring of:
 - a. Current program information to determine the extent to which contractors are achieving established contractual goals.
 - b. Financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement. Servicios de la Raza is required to provide all invoicing documents in accordance with invoicing requirements communicated prior to the effective date of the contract. The Controller's Office will review the quality of the submitted invoice monthly.
 - c. There may be regular performance monitoring by program area and City leaders. Performance issues may be addressed by City leaders including appropriate City agencies and the program area to develop interventions that will resolve concerns.
3. Compliance Monitoring may be conducted to ensure that the terms of the contract document are met, as well as Federal, State, and City legal requirements, standards and policies.

B. Reporting

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



EXHIBIT A
SCOPE OF WORK AND BUDGET
LA RAZA SERVICES

Report Name	Description	Time Frame	Report to be sent to:
Monthly Progress Report	<p>Monthly Progress Reports will be submitted to OBHS no later than the last day of the first month following the respective quarter. Note: Include current and historical data from previous quarters in order to provide trend information by reporting area. Some data may not be available from [contracted agency]. If available, the report will include:</p> <ol style="list-style-type: none"> 1. Number of Referrals 2. Response time measures 3. Service Linkage (specific) 4. Outcomes (currently engaged, disengaged, etc.) <p>Servicios will work with both The Urban Institute and their specific third-party evaluator to finalize these monthly metrics with DPHE in the first six months upon contract execution.</p>	Monthly	Evan Thompkins: evan.thompkins@denvergov.org



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Contract Summary Report	Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement. Other data will include total budget per line item, amount spend, and an explanation as to unspent funds, etc.	Contract end, within 45 days after term end	Evan Thompkins: evan.thompkins@denvergov.org
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V. Revenue Sources and Billing

A. Revenue Sources

City general and supplemental funds, Caring for Denver Foundation, Medicaid, Medicare, Veterans Administration and other third-party benefit plans and/or programs are revenue sources. Funds provided by OBHS are intended to cover non-Medicaid covered costs associated with the program. Other benefit plans and programs should cover all or a portion of the costs. OBHS is the payer of last resort.

B. Billing

- All invoices will report total costs, amounts billed will include submitting receipts and/or appropriate documentation for budget-approved expenses. Payment will be based on monthly invoice and appropriate backup documentation. Invoices shall be submitted to Denver STAR program administrator at Evan.thompkins@denvergov.org, in accordance with the agreed upon payment structure.
- Pre-Payment Invoices and reports shall be completed and submitted on or before the 15th of each month following the month of services rendered 100% of the time. La Raza Services shall use the preferred invoice template, if requested. Invoices shall be processed with immediate payment terms.

C. Payments

Invoices and reports shall be completed and submitted on or before the 15th of each month following the month of services rendered 100% of the time. La Raza Services shall use the preferred invoice template, if requested. Invoices shall be processed with immediate payment terms.



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- An advance payment may be made through a written request (the advanced invoice form attached) to the Denver STAR Program Administrator. The written request shall detail the amount to be paid in advance, price quotes with line-item details, personnel costs, etc. and dates the services or supplies will be performed or purchased by La Raza Services.
- The total fund awarded to La Raza Services shall be dispersed monthly. The advanced monthly payments shall not exceed the agreed upon monthly budgeted amount.
- Unspent funds at the end of the contract term must be refunded by La Raza Services.
- Any advanced funds shall be reconciled upon completion of the month by the grantee and the Denver STAR Program Administrator. Reconciling the advanced funds will include providing invoices and proof of payments as required in Section IV Invoice of this document. Advanced funds shall be used only for expenses as detailed in the agreed upon budget. If the advance payment is not used by La Raza Services, or not used for the approved expenses as detailed in the request, La Raza Services shall repay the city any remaining or unreconciled funds.

VI. Budget – 11/1/2022 – 10/31/2023

BUDGET CATEGORY	AMOUNT	NARRATIVE
<i>Project Personnel</i>		
STAR Community Services Director	90,000.00	1 FTE to-be-hired (Year 1 term: 12 months). This position serves as the project director and principal investigator for the Servicios STAR project. Working both traditional hours and on-call, this position ensures that all grant goals and objectives are fulfilled. Community-centric, this position will engage the broader Denver community in the STAR planning process to include goal setting, qualitative feedback/listening sessions, and coalition-building.



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		<p>Responsible for all data management, this position will work to create quantitative and qualitative project data tracking in an electronic health records system.</p> <p>Significant knowledge of social services, community assets/organizations, community engagement, negotiation, problem-solving, critical-thinking, and situational awareness required. Bilingual preferred, but not required.</p> <p>This position is the point of contact for DPHE and other key partners and is also the media/emergency contact for STAR-related inquiries.</p>
Vice-President, Health & Wellness	25,000.00	<p>.20 FTE Ana Vizoso (Year 1 term: 12 months). As behavioral health is a key presenting need for this service population, this position will provide licensed oversight and clinical supervision in all areas of behavioral health to include mental health services, substance misuse services, crisis intervention services, and co-evaluation of other behavioral health providers in the STAR Network and The Urban Institute in cooperation with the STAR Community Services Director.</p> <p>This position reviews and signs off on all and any behavioral healthcare-related treatment notes as recorded in the electronic health records systems and will directly supervise two Behavioral Health Managers on this project.</p>
Vice-President, Social Services	25,000.00	<p>.20 FTE Fabian Ortega (Year 1 term: 12 months). The parallel position to behavioral health is addressing basic human needs with longer-term, ongoing social services and</p>



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		<p>care to reduce/eliminate future incidences and the burden on other systems, such as hospital emergency rooms, and other systems. This position will oversee all providers of services that address one’s basic human needs and the social determinants of health that are not behavioral healthcare-related such as housing, employment, food/clothing/basic supplies, obtaining vital records, transportation, financial literacy, etc.</p> <p>Working in tandem with STAR Community Services Director, this position will assist in building out a vast and varied network of safety net providers with the goal of supporting long-term housing stability, safety, and self-reliance.</p> <p>This position will evaluate the performance of all non-behavioral health subcontractors on the Servicios STAR project team and work with providers to collect client-level data cross-sectionally.</p>
<p>Behavioral Health Co-Director</p>	<p style="text-align: center;">15,000.00</p>	<p>.15 Rick Thompson (Year 1 term: 12 months). Working under the direct supervision of the Vice-President of Health and Wellness this position provides bilingual direct client services, as well as monitors treatment and case management notes for accuracy, data completeness, and fidelity of treatment in the electronic health records systems.</p> <p>This position collaborates with the Vice-President of Health and Wellness, the STAR Community Services Director, and the Behavioral Health Manager to provide training and</p>



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		<p>consultation to other behavioral healthcare providers in the Servicios STAR Network to help problem-solve, build capacity, and refine culturally and linguistically appropriate services across the entire network.</p>
Behavioral Health Co-Director	15,000.00	<p>.15 Neva Martinez (Year 1 term: 12 months). Working under the direct supervision of the Vice-President of Health and Wellness this position provides direct client services, as well as monitors treatment and case management notes for accuracy, data completeness, and fidelity of treatment in the electronic health records systems.</p> <p>This position collaborates with the Vice-President of Health and Wellness, the STAR Community Services Director, and the Behavioral Health Manager to provide training and consultation to other behavioral healthcare providers in the Servicios STAR Network to help problem-solve, build capacity, and refine culturally and linguistically appropriate services across the entire network.</p>
Finance Director	20,000.00	<p>.17 FTE Jacob Heredia (Year 1 term: 12 months). Responsible for fiscal management and oversight of the STAR program at Servicios, budgeting implementation/monitoring/adaptation, and communication with the City of Denver on financial matters related to the Servicios STAR project.</p> <p>The Finance Director reviews all work products from the Staff Accountant on the project to ensure accuracy, completeness, and timeliness of all billables and receivables.</p>



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		<p>Reviews and signs off on all STAR Financial Reports with the President & CEO. Reviews and monitors all STAR Network subcontracts and MOUs with the President & CEO to ensure financial compliance with grant terms and conditions aligning with generally accepted accounting principles.</p>
<p>Staff Accountant</p>	<p style="text-align: center;">75,000.00</p>	<p>1 FTE to-be-hired (Year 1 term: 12 months). Monitors, records, and manages daily financial activities associated with the Servicios STAR project. Responsible for gathering and recording all financial activities to include payroll, materials expenses, subcontractor expenses, etc.</p> <p>Reserves the right to spot-audit all subcontractors to ensure grant compliance and timely spend-downs.</p> <p>Works with the Finance Director to assess for changing financial needs as the project and community need evolve. Prepares and submits monthly reports to the Finance Director and President & CEO. Prepares quarterly backup and reimbursement reports/financial reports for the City of Denver.</p> <p>Additionally, provides technical support to other partners in the Servicios STAR network to help build additional administrative capacity in agencies that lack administrative support, particularly for partners that serve and/or are led by communities of color and other traditionally marginalized communities.</p>



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<p>Human Resources Associate</p>	<p style="text-align: center;">32,500.00</p>	<p>.5 FTE to-be-hired (Year 1 term: 12 months). Given the increase in personnel, this position will provide support on a part-time basis to the Servicios STAR project.</p> <p>Working with project leadership, this position will assist in the creation of project job descriptions, advertising, and hiring. This position will provide supervisors with employee evaluation materials specific to the deliverables of the STAR project.</p> <p>Working with the Staff Accountant, this position will provide monthly payroll reports to roll up into the monthly financial reports for the STAR project.</p> <p>This position will also coordinate trainings applicable to the STAR project for staff on this budget, as well as for staff participating as subcontractors (such as trauma-informed care, JEDI trainings, crisis management, and the like).</p> <p>The Human Resources Associate will also be a key player in fostering a culture of support and collaboration among the Servicios STAR network staff and partner providers, to include promoting activities that facilitate active participation, retention, and self-care.</p>
<p>Night Shift Case Manager</p>	<p style="text-align: center;">32,500.00</p>	<p>1 FTE to-be-hired (Year 1 term: 6 months). Hired after the initial planning phase, this position will provide on-call phone support to the Servicios STAR network, participants, and others during non-traditional working hours.</p>



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		<p>This position will provide direct referrals and resource navigation, crisis mitigation, stabilization, and will help to address the gaps in service navigation during non-traditional hours.</p> <p>Additionally, this position will build strong working relationships with local emergency shelters, and other service providers (such as detox providers).</p>
Case Manager (Phone Line)	25,000.00	<p>1 FTE to-be-hired (Year 1 term: 6 months). Hired after the initial planning phase, this position will provide on-call phone support to the Servicios STAR network, participants, and others during traditional working hours.</p> <p>This position will provide direct referrals and resource navigation, crisis mitigation, stabilization, and will help to address the gaps in service navigation during traditional hours.</p> <p>Additionally, this position will build strong working relationships with local day/emergency shelters, and other service providers (such as detox providers).</p>
Case Manager (Day)	55,000.00	<p>1 FTE to-be-hired (Year 1 term: 12 months). Provides culturally and linguistically appropriate, trauma informed crisis management and stabilization services for the Servicios STAR project. Peer preferred; non-clinical.</p> <p>Complimenting the services of Well Power and other providers, this position will address the need for immediate social/emotional stabilization supports and expand the</p>



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		project's capacity to serve more individuals, while reducing calls to 911.
Case Manager (Day)	55,000.00	<p>1 FTE to-be-hired (Year 1 term: 12 months). 1 FTE to-be-hired (Year 1 term: 12 months). Provides culturally and linguistically appropriate, trauma informed crisis management and stabilization services for the Servicios STAR project. Peer preferred; non-clinical.</p> <p>Complimenting the services of WellPower and other providers, this position will address the need for immediate social/emotional stabilization supports and expand the project's capacity to serve more individuals, while reducing calls to 911.</p>
Case Manager (Night)	60,000.00	<p>1 FTE to-be-hired (Year 1 term: 12 months). 1 FTE to-be-hired (Year 1 term: 12 months). Provides culturally and linguistically appropriate, trauma informed crisis management and stabilization services for the Servicios STAR project during non-traditional/afterhours. Peer preferred; non-clinical.</p> <p>Complimenting the services of WellPower and other providers, this position will address the need for immediate social/emotional stabilization supports and expand the project's capacity to serve more individuals, while reducing calls to 911.</p>
Case Manager (Night)	60,000.00	<p>1 FTE to-be-hired (Year 1 term: 12 months). 1 FTE to-be-hired (Year 1 term: 12 months). Provides culturally and linguistically appropriate, trauma informed crisis management and stabilization services for the Servicios</p>



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		<p>STAR project during nontraditional/afterhours. Peer preferred; non-clinical.</p> <p>Complimenting the services of WellPower and other providers, this position will address the need for immediate social/emotional stabilization supports and expand the project's capacity to serve more individuals, while reducing calls to 911.</p>
Basic Emergency Services Technician	25,000.00	<p>.5 FTE to-be-hired (Year 1 term: 12 months). Hired after the initial planning phase, this position will provide direct client services centering around the provision of basic needs supplies to include emergency food, clothing (to include professional attire for job interviews), hygiene/feminine hygiene supplies, transportation vouchers, COVID-19 testing kits and personal protective items such as masks, hand sanitizer, etc., as well as housing and resource navigation.</p> <p>Working under the supervision of the Vice-President of Social Services, this position will capture client utilization data and provide monthly reports on service utilization, as well as qualitative client feedback reports per anonymous client surveys.</p>
Manager of Marketing & Media Relations	13,750.00	<p>.25 FTE Danielle Nachowitz (Year 1 term: 12 months). Given that this is a "start-up" project/project expansion, this position will be responsible for creating all collateral (both print and online) for the Servicios STAR project.</p>



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		<p>Creating and overseeing project brand standards, the Manager of Marketing and Media Relations will develop project brochures and referral fliers in both Spanish and English and develop, post, and boost content on social media (Facebook, Instagram, YouTube, etc.).</p> <p>This position will also work to align the STAR Community Services Director with local press partners to amplify positive STAR outcomes, in partnership with other STAR partners to include the City of Denver. Position will draft/co-draft press releases and share them with the City of Denver pre-release for edits/amendments to create a unified public voice for the Servicios STAR project.</p>
Fringe Benefits	134,106.25	21.50% of project-specific salaries; Fringe benefits include employer paid taxes: FICA (7.65%). In addition, fringe includes employer paid benefits: Health, Vision, Dental, and Short- and Long-term Disability (STD/LTD) which are based on flat rates of \$4,500, \$69, \$317, and \$632 respectively. Retirement is based on a 3% employer match.
<i>Project Personnel Subtotal</i>	<i>757,856.25</i>	
<i>Supplies, Equipment, Marketing, and other project-necessities</i>		
Laptops	12,000.00	Laptops for new hires; necessary equipment for daily client record management.
Printers	2,700.00	Printers for new hires.
Facility Lease	90,000.00	Facility lease, maintenance, etc.; space to-be-determined and allocated only to Servicios STAR personnel and/or project partners. This line item is an estimate and includes both base rent and facility utilities.



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Mileage	4,800.00	0.50 per mile driven for the project; per company policies and procedures, staff are to record all travel for the project to include dates, starting/ending points, mileage driven, purpose of travel, and maps to serve as verification/backup of routes travelled.
Electronic Health Records/Data System	30,000.00	Software necessary for managing data across the entire spectrum of the Servicios STAR project. For the Electronic Health Records system, we have allocated according to how the system bills per utilization. Some systems charge per user licenses that are unique assigned to staff members. However, this more capable system charges per the number of clients that are active in the system. The allocation reflected in the line item is an <i>anticipated or forecasted</i> number. However, 6 months to 1 year into full implementation will be able to provide us with a baseline to adjust accordingly from.
IT Systems	25,000.00	Cyber security and network infrastructure necessary for maintaining a safe and secure, online data repository through the electronic health records system.
3rd Party Project Evaluator	30,000.00	Annual to-be-determined, third-party project evaluator. Works with the project team to create and evaluate measurements for each funded grant goal and objective through a SMART goal lens. Using strategic learning, meets with the Servicios STAR project team and accompanying partners on a quarterly basis to evaluate progress on achieving grant goals and objectives.



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		<p>Develops a written, quarterly evaluation report that is open to funder inspection which provides impartial program evaluation, as well as suggestions for improvement.</p> <p>Develops a written and annual, rollup report of the Servicios STAR project subject to funder and public inspection.</p> <p>Required to have extensive experience in overseeing projects that serve marginalized communities with both behavioral health and social services supports.</p>
Cell Phones	4,500.00	Necessary technology for support lines, as well as staff safety.
Client Supportive Services	90,852.84	<p>Flexible wraparound support funds that span from emergency hotel vouchers, to gift cards, to emergency food and supplies, to transportation vouchers, and other direct supports.</p> <p>Monetary support will not be provided directly to clients.</p> <p>All purchases will be made by Servicios' STAR project personnel and subrecipients. All backup will be due to the Staff Accountant on a monthly basis.</p>
General Supplies	1,200.00	Office supplies. This is an undercount and Servicios will absorb the additional cost as an in-kind contribution to this project.
PPE	2,000.00	Masks, hand sanitizer, and other basic supplies to prevent the spread of COVID-19.



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<p>Marketing Materials (Printed and Social)</p>	<p>15,000.00</p>	<p>Brochures and fliers to market the Servicios STAR project throughout all of Denver. These materials will be shared with service providers in every Council District, to also include Councilmembers. Materials will be provided (at minimum) in both Spanish and English.</p> <p>The direct advertising and marketing costs are critical to the success of this new venture. Not only because it is a new venture, but also because we want to create a “no wrong door” approach to accessing the Servicios STAR community network. We would like to bring the phone number that connects to supportive services and staff in our budget right to the community. To do so, we need to advertise it out directly. Also, we will create visuals and language that is resounding and culturally and linguistically responsive. The power of our relationship with the bus ads company is that they will allow for us to cherry-pick the locations that we would like to advertise in. And naturally, we are going to advertise in the districts/neighborhoods that having the highest historical utilization of the program per historical data AND neighborhoods that have the highest number of low-income, communities of color per Census Tract data.</p> <p>The printed collateral is also critical to supporting a no wrong door entry to the Network. In the least, we will offer printed materials (such as brochures and/or fliers) in both Spanish and English. Best practice usually cites providing information in the top 5 languages of the catchment</p>
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		<p>area. This information will be disseminated through project staff, but also through the partner Network and any affiliates. We want to bring the message of this continuum of care to every single neighborhood in Denver and to also customize messages accordingly. We also want to equip other nonprofits and partners across the board that might not be a subcontractor with something tangible to share with their clientele. This type of outreach is proven to build efficacy and trust between the community and a new project or venture. Through transparency and multiple points of entry, community members feel invited and have real or perceived barriers removed for them (aka, low-barrier approach as an evidence-based practice in marketing). This approach will not supplant any existing efforts, but rather compliment them.</p>
Bus Ads (Outdoor Promotions)	25,000.00	<p>Targeted bus advertisements will be placed in both Spanish and English in City Districts that have the highest utilization of STAR services. STAR contact information will be provided on the bus ads. Outdoor Promotions will offer multiple ads for the span of one year in these neighborhoods at a significant discount due to our relationship with this company.</p>
<i>Supplies, Equipment, Marketing, and other project-necessities Subtotal</i>	333,052.84	
Subrecipient Agreements	1,000,000.00	<p>To-be-determined subcontracts with providers across the City of Denver that will add value and scale to the Servicios STAR program. These subcontractors will be developed</p>



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		<p>within the project planning period and will be assigned specific scopes of work under subrecipient agreements.</p> <p>To-be-determined on which subcontractors will execute agreements and reimbursables directly with Servicios versus the City of Denver per the planning period.</p> <p>At minimum, subcontractors must be organizations in Good Standing with the Colorado Secretary of State’s office, must not be on the federal debarment list, must commit to principles and practices of justice/equity/diversity/inclusion, are not involved in lobbying as defined by federal standards, and must be willing to disclose all records related to the Servicios STAR project at any time upon request for spot monitoring.</p> <p>All subrecipients must meet statement of work standards and provide all applicable backup to be eligible for expense reimbursement. Subrecipient reimbursement schedules are to-be-determined based upon the currently to-be-determined reimbursement schedule between Servicios and the City of Denver.</p>
Direct Costs	2,090,909.09	
Indirect Costs	209,090.91	10% of Direct Costs; we are also including the direct cost of insurance expansion for project (to include additional site insurance to to-be-determined lease) here.



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TOTAL	2,300,000.00	
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2022

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 License # 0757776 HUB International Insurance Services (COL) 2000 S. Colorado Blvd Tower 2, Suite 150 Denver, CO 80222	CONTACT NAME: PHONE (A/C, No, Ext): (303) 893-0300 FAX (A/C, No): (866) 243-0727 E-MAIL ADDRESS: _____ _____
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
La Raza Services, Inc., dba: Servicios de La Raza 3131 W 14th Ave Denver, CO 80204	INSURER A : Alliance of Nonprofits for Insurance, Risk Retention Group (ANI) 10023 INSURER B : Pinnacol Assurance Company 41190 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X	X	2022-11333	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 LIQUOR LIAB \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			2022-11333	7/1/2022	7/1/2023	BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2022-11333-UMB	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ _____
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	2248652	7/1/2022	7/1/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Misconduct / Abuse			2022-11333	7/1/2022	7/1/2023	Limit: 1,000,000
A	Professional Liab			2022-11333	7/1/2022	7/1/2023	Limit: 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured for their interest in General Liability including Waiver of Subrogation.

ENVHL-202264337

CERTIFICATE HOLDER City/County of Denver, Dept of Public Health and Environment 101 W Colfax Ave, 8th Floor Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/3/2022

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (License # 0757776, HUB International Insurance Services) and CONTACT INFO (NAME, PHONE, FAX, E-MAIL ADDRESS). Includes INSURER(S) AFFORDING COVERAGE table with NAIC #.

COVERAGES CERTIFICATE NUMBER: 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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, and WORKERS COMPENSATION.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) This section is intentionally left blank.

Table with 2 columns: CERTIFICATE HOLDER (City/County of Denver, Dept of Public Health and Environment) and 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 signature).

POLICY NUMBER: 2022-11333
Named Insured: La Raza Services, Inc.

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



NAMED INSURED: La Raza Services, Inc.

A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization with whom you have a written contract currently in effect or becoming effective during the term of this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.