

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", and **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND THE STATE OF COLORADO D/B/A DENVER PUBLIC SCHOOLS**, with an address of 1860 Lincoln Street, Denver, Colorado 80203 (the "Contractor"), individually a "Party" and (collectively the "Parties.")

The Parties agree as follows:

1. DEFINITIONS: The capitalized terms used in this Agreement and any and all exhibits hereto, will have the meanings given such terms in the paragraph in which such terms are parenthetically defined. The meanings given to terms defined will be equally applicable to the singular and plural forms of such terms. In addition, the following capitalized terms shall have the following meanings:

A. "City" means the City and County of Denver or a person authorized to act on its behalf.

B. "Subcontractor" means an entity, other than the Contractor, that furnished or furnishes to the City or the Contractor services or supplies (other than standard office supplies, office space or printing services) pursuant to this Agreement.

C. "Program" shall mean any and all authorized services and activities necessary to administer the Agency's responsibilities concerning discretionary youth employment and training programs.

2. COORDINATION AND LIAISON: The Contractor will fully coordinate all services under the Agreement with the Director of Denver Workforce Services located in the **Office of Denver Economic Development & Opportunity** (the "Director" and the "Agency," respectively), or the Director's then-current identified designee.

3. SERVICES TO BE PROVIDED:

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

4. **TERM:** The Agreement will commence on **January 1, 2022** and will expire on **December 31, 2022** (the “Term”). The term of this Agreement may be extended by 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.

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

D. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SIX HUNDRED THOUSAND DOLLARS AND NO CENTS (\$600,000.00)** (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.

E. Modifications to Exhibit A: The Parties may modify **Exhibit A**; provided, however, that no modification shall result in or be binding on the City if any proposed modification(s), individually or collectively, requires an upward adjustment to the Maximum Contract Amount. The Parties shall, in each instance, memorialize in writing any and all modifications to **Exhibit A** revising and restating **Exhibit A** and referencing the City Contract Control number stated on the signature page below. A proposed modification to an exhibit will be effective only when it has been approved in writing by the Parties, approved as to form by the City Attorney's office, and uploaded into the City's electronic contract system by the Agency for access through the City Clerk. All such modifications shall contain the date upon which the modified **Exhibit A** shall take effect. Any modification to **Exhibit A** agreed to by the Parties that requires an increase in the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by the Parties in the same manner as this Agreement; if a modification to **Exhibit A** does not result in an increase in the Maximum Contract Amount, then the Director may approve such modification on behalf of the City in conformance with this Section 5.E.

F. Recovery of incorrect payments: The City has the right to recover from the Contractor any and all incorrect payments issued to the Contractor due to any omission, error, fraud, and/or defalcation including, but not limited to, applying a deduction from subsequent payments under this Agreement or other means of recovery by the City as a debt due to the City or otherwise as provided by law. If, as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. The foregoing in no way limits the Contractor's obligation to reimburse the City for any costs or expenses paid under this Agreement that have been determined to be unallowable or disallowed by the City in accordance with applicable federal, state or city laws, rules, regulations, policies, and executive orders.

G. Return of unexpended funds: In the event the City determines that the Contractor possesses an unexpended balance of funds from any advance payments made to the Contractor, then all such unexpended advanced funds will be returned to the City within ten (10) days written notice to the Contractor. The City's acceptance of any such amounts shall not constitute a waiver of any claim that the City may otherwise have arising out of this Agreement.

6. EMPLOYMENT WITH FUNDS: In connection with the performance of work under this Agreement, the Contractor shall submit pertinent job availability information on each job or position created with the use of the funds provided hereunder to the City's Office of Denver

Economic Development & Opportunity in the workforce job system, www.connectingcolorado.com, or other system as may be required.

7. 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.

8. TERMINATION OF AGREEMENT:

A. The City has the right to terminate the Agreement with cause after providing the Contractor with a reasonable opportunity to cure any breach upon which the termination for cause is based. Contractor shall cure any breach within ten (10) business days or, if the cure cannot be reasonably completed within ten (10) business days, commence to cure within ten (10) business days and proceed to completion in a commercially reasonable timeframe. The City has the right to terminate the Agreement upon written notice effective immediately, and without cause upon thirty (30) calendar days prior written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such services become reasonably unsatisfactory to the 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 the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

C. The City may also suspend or terminate this Agreement, in whole or in part, if the Contractor becomes delinquent on any obligation to the City inclusive of any loan, contractual, and tax obligation as due, or with any rule, regulations, or provisions referred to herein; and the City may declare the Contractor ineligible for any further participation in City funding, in addition to other remedies as provided by law. In the event there is probable cause to believe the Contractor is non-compliant with any applicable rules, laws, regulations, or Agreement terms, the City may withhold up to one hundred (100) percent of said Agreements funds until such time as the Contractor is found to be in compliance by the City or is otherwise adjudicated to be in compliance, or to exercise the City's rights under any security interest arising hereunder.

D. 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.

E. 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”.

F. Notwithstanding anything contained herein to the contrary, the City and the Contractor may terminate this Agreement upon a joint determination of the impossibility of the Contractor to perform its obligations hereunder in conformance with any continuing and effective public health orders issued by the State of Colorado or the City (collectively and as may be adopted, amended, revised, or supplemented, “Public Health Orders”). Notwithstanding the foregoing, such right of termination shall only be exercised after the Contractor has, to the reasonable satisfaction of the City, exhausted all other alternative methods of performance to comply with such Public Health Orders while performing all obligations hereunder. Such alternative methods of performance shall include, without limitation: 1) temporarily suspending performance of applicable portions or all of the Services with no monetary penalties imposed by the City due to such suspension; 2) engaging in approved social distancing requirements as described in the Public Health Orders; and/or 3) performing all or a portion of the Services remotely or electronically where feasible. All determinations of impossibility shall be reasonably determined jointly by the City and the Contractor upon consultation in good faith and, if so determined, shall also specify an effective date of termination of this Agreement to occur no later than twenty (20) days from the date of such determination. Nothing contained herein shall be construed as prohibiting or limiting the right of the City to otherwise terminate this Agreement in conformance with the terms and conditions of this Agreement. If this Agreement is terminated in accordance with this clause, the City shall be liable only for payment under the provisions of this Agreement for services satisfactorily rendered by the Contractor before the effective date of termination.

9. 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.

10. 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.

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

12. LIABILITY/COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to the Agreement, the Contractor and the City each represent that they are a self-insurer as permitted by the CGIA, and that each will continue to qualify as a self-insurer or will obtain commercial insurance in connection with the subject matter of this Agreement. Neither Party shall have any liability or responsibility to anyone for any act or omission of the other. Each Party is responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or the Contractor may have under the CGIA or to any other defenses, immunities, or limitations of liability available to the City or the Contractor by law.

13. 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.

14. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations under the Agreement or subcontract performance obligations without obtaining the Director’s prior written consent. Any assignment or subcontracting without such consent will be ineffective and void *ab initio*, and shall be cause for termination of this Agreement by the City. The 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 for all obligations arising hereunder; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

Services subcontracted under this Agreement shall be specified by written agreement and shall be subject to each applicable provision of this Agreement and any and all

applicable federal and state laws with appropriate changes in nomenclature in referring to such subcontract. The Contractor shall submit proposed subcontract agreements to the Director for the Director's prior review and approval; unless explicitly agreed to by the Director, the Director's approval of one proposed subcontract agreement shall not be construed as an approval of any subsequent proposed subcontract agreements. Such consent of the City obtained as required by this Section 14 shall not be construed to constitute a determination of approval of any cost under this Agreement, unless such approval specifically provides that it also constitutes a determination of approval of such cost.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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:

Director of Denver Workforce Services, or Designee
Office of Denver Economic Development & Opportunity
City and County of Denver
201 West Colfax Avenue, Dept. 1011
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.

21. 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.

22. 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).

23. 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.

24. 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.

25. 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.

26. 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.

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

31. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments thereto will, be binding upon the Parties and their successors and assigns. Amendments to this Agreement will become effective when approved by both Parties and executed in the same manner as this Agreement.

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

33. PERSONAL INFORMATION AND DATA PROTECTION:

A. "Data Protection Laws" means (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information; and (ii) all applicable laws and regulations relating to electronic and non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Information; laws imposing licensing requirements; laws and other legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements.

B. "Personal Information" means all information that individually or in combination, does or can identify a specific individual by or from which a specific individual can be identified, contacted, or located. Personal Information includes, without limitation, name,

signature, address, e-mail address, telephone number, social security number (full or partial), business contact information, date of birth, national or state identification numbers, bank account number, credit or debit card numbers, and any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic, cultural, or social identity.

C. Compliance with Law and Regulation: Contractor confirms and warrants that it complies with all applicable Data Protection Laws relating to the collection, use, disclosure, and other processing of Personal Information and that it will perform its obligations under this Agreement in compliance with them.

D. Software Programs; Security of Personal Information and access to Software Programs: Contractor will use the software programs designated by the City pursuant to the Grant Agreement to collect, use, process, store, or generate all data and information, without or without Personal Information, received as a result of the Contractor's services under this Agreement. Contractor will fully comply with any and all requirements and conditions associated with the use of said software programs as provided by the City or the Grantor. In addition, Contractor will establish and maintain data privacy and information security policies and procedures, including physical, technical, administrative, and organizational safeguards, in order to: (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information; (iii) protect against unauthorized disclosure, access to, or use of Personal Information; (iv) ensure the proper use of Personal Information; and (v) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing.

E. Confidentiality: Unless otherwise permitted expressly by applicable law, all Personal Information collected, used, processed, stored, or generated as the result of the services to be provided under this Agreement will be treated by Contractor as highly confidential information. Contractor will have no right, title, or interest in any Personal Information or any other data obtained or supplied by Contractor in connection with the services to be provided under this Agreement. Contractor has an obligation to immediately alert the City if Contractor's security has been breached or if Contractor is aware of any unauthorized disclosure of Personal Information. This Section will survive the termination of this Agreement.

F. Contractor Use of Personal Information: Contractor will: (i) keep and maintain Personal Information in strict confidence and in compliance with all applicable Data Protection Laws, and such other applicable laws, using such degree of care as is appropriate and consistent with its obligations as described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (ii) use and disclose Personal Information solely and exclusively for the purpose of providing the services hereunder, such use and disclosure being in accordance with this Agreement, and applicable law; and (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Contractor's own purposes or for the benefit of anyone other than the City without the prior written consent of the City and the person to whom the Personal Information pertains. This Section will survive the termination of this Agreement.

G. Backup Data: Except as expressly approved in advance by the City, Contractor will not establish or maintain a backup of data that includes Personal Information.

H. Loss of Personal Information: In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information, Contractor will, as applicable: (i) notify the person affected and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the person affected and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the person affected or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected person's sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the person affected for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) be responsible 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 or the person affected in connection with the occurrence; (vii) be responsible for recovering lost data and information in the manner and on the schedule set forth by the City without charge to the person affected, and (viii) provide to the City and the person affected a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of Contractor's representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by Contractor. This Section will survive the termination of this Agreement.

34. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. City Proprietary and Confidential Information: The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to proprietary information and confidential information that may be owned or controlled by the City, and that the disclosure of such information may be damaging to the City or third parties. The Contractor agrees that all proprietary information and confidential information or any other data or information provided or otherwise disclosed by the City to the Contractor will be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor will exercise the same standard of care to protect such proprietary information and confidential information as a reasonably prudent contractor would to protect its

own proprietary or confidential data. For purposes of this Section 34, the City's proprietary information and confidential information will include, without limitation, all information that would not be subject to disclosure pursuant to the Colorado Open Records Act (Colorado Revised Statutes §§ 24-72-201, *et seq.*) or applicable City ordinance, and provided or made available to the Contractor by the City. Such proprietary information and confidential information may be in hardcopy, printed, digital, electronic, or other format.

B. Use and Protection of Proprietary Information and Confidential Information:

(1) Except as expressly provided by the terms of this Agreement, the Contractor agrees that it will not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any proprietary or confidential information or any part thereof to any other person, party, or entity in any form of media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing proprietary information or confidential information, the City is not granting to the Contractor any right or license to use such information except as provided in this Agreement. The Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the proprietary information or confidential information without written authorization from the City and will immediately notify the City if any proprietary information or confidential information is requested from the Contractor from a third party.

(2) The Contractor agrees, with respect to the proprietary information and confidential information, that: (A) the Contractor will not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the City; (B) the Contractor will retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (C) the Contractor will, upon the expiration or earlier termination of this Agreement, at the City's election, either destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

(3) The Contractor will develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted data received from, or on behalf of, the City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for services to be provided under this Agreement, the proprietary information, or the confidential information. This includes, without limitation, industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

C. Employees and Sub-Contractors and Sub-Consultants: The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement will survive the expiration or earlier termination of this Agreement. The Contractor will not disclose proprietary information or confidential information to subcontractors unless such subcontractors are bound by nondisclosure and confidentiality provisions at least as strict as those contained in this Agreement.

D. Contractor’s Confidential Information; Open Records: If the City is furnished with proprietary data or confidential information that may be owned or controlled by the Contractor (“Contractor’s Confidential Information”), the City will endeavor, to the extent provided by law, to comply with the requirements provided by the Contractor concerning Contractor’s Confidential Information. However, the Contractor understands that all the material provided or produced by the Contractor under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-201, *et seq.*, C.R.S. In the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its Contractor Confidential Information and take necessary legal recourse. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same.

35. 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.

36. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: This Agreement consists of Articles 1 through 38, which precede the signature page and the following attachments which are incorporated herein and made a part hereof by reference:

A. Scope of Services - Exhibit A

In the event of an irreconcilable conflict between a provision contained in Articles 1 through 38, and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Articles 1 through 38 (Agreement)
- **Exhibit A** – Scope of Services

37. 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.

38. 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.

END
Signature pages and exhibits follow this page.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Contract Control Number:
Contractor Name:

OEDEV-202161465-00
SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY
OF DENVER AND STATE OF COLORADO

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

OEDEV-202161465-00
SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY
OF DENVER AND STATE OF COLORADO

By: DocuSigned by:
Lindsay McNicholas
9F67D83EB07D42F...

Name: Lindsay McNicholas
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

**Denver Public Schools
Denver Youth Employment Program (DYEP)
Scope of Services for Youth Services Provider
January 1, 2022 through December 31, 2022**

1.0 Introduction

This scope of service outlines Program, Administrative, and other requirements that must be satisfied by Denver Public Schools, the Denver Youth Employment (DYEP) Services Provider, hereinafter referred to as the “Contractor”, receiving funds from the City and County Denver Economic Development & Opportunity (DEDO) on behalf of the Denver Workforce Services (DEDO-DWS) to operate programs as prescribed by the Denver Youth Employment Program (DYEP).

2.0 Objectives

The Contractor shall provide recruitment services, participant assessment, program enrollment, job development, logistics and staffing, job retention, job coaching and referrals to appropriate services which shall assist in addressing the educational, job readiness and career exploration goals of youth enrolled in the Denver Economic Development & Opportunity -Workforce Services (DEDO-DWS) Denver Youth Employment Program (DYEP).

3.0 Outcomes

3.1 The Contractor will identify, recruit and place a minimum of 194 youth in work experience opportunities that are unduplicated non-WIOA youth participants, 194 youth ages 14-21 shall be placed in work experiences for a maximum of 120 employment hours at an hourly wage identified as the current City and County of Denver minimum wage requirement. Of the 194 youth, 30 will be recruited in conjunction with the Office of Children’s affairs to support the My Brother’s Keeper Summer of Success program. Please note that these outcomes and wage amounts may change, and it is expected that the Contractor shall comply with any new prescribed targets from DEDO-DWS.

3.2 Track 1- Onsite Work Experience

3.2.1 Youth will earn wages based on completion of onsite work experience completing a maximum of 120 hours of employer-led onsite learning and working, earning up to but not exceeding, \$1904.40 in wages.

3.2.2 An individual may not be placed with an employer where a member of the youth’s immediate family is in a decision-making position (supervisor, manager, etc.). In alignment with DWS policies, DWS considers the following relationships to be included in an immediate family in accordance with the City and County of Denver Career Service Rules (revised November 25, 2019):

- a. Spouse;
- b. Partner in a civil union or domestic partner (“partner”);

- c. Child;
- d. Parent;
- e. Grandparent;
- f. Grandchild;
- g. Sibling;
- h. Child-in-law;
- i. Parent-in-law;
- j. Sibling-in-law; and
- k. The child, parent, or sibling of the partner.

3.2.2.k.1 The terms child, parent, and sibling shall apply equally to relationships by birth, adoption, marriage, foster care, or guardianship (e.g. step-children and step-parents). Child shall also include children for whom the officer or employee or the officer's or employee's spouse or partner provide day-to-day care or financial support.

3.3 Track 2 - Employer Led Virtual or Hybrid (Virtual and In-Person) Work Experience

3.3.1 Youth will earn wages based on completion of employer-led virtual or hybrid work experience completing a maximum of 120 hours of employer-led learning and working, earning up to but not exceeding, \$1904.40 in wages.

3.4 Track 3 - Employer Led Learning Experience

3.4.1 This track is only available for MSU College Works and DPS Career Development partnerships, if applicable.

3.4.2 Youth will earn stipends based on the completion of established employer learning experience curriculum; completing a maximum of 120 hours of learning and earning up to \$1,875.00

3.4.3 Stipends can be awarded to the participant based on the number of hours that they completed. For example, a youth completed 60 hours of learning and as a result, will be paid \$937.50 of the total available stipend.

3.5 Track 4 - DPS Virtual Learning Experience

3.5.1 This track is only available in situations where a health order has been established by the CDC and/or DDPHE - that would impact the ability for individuals to participate in an onsite work experience.

3.5.2 Youth will earn stipends based on the completion of established virtual learning platform modules, completing a maximum of 80 hours of virtual learning, receiving up to a \$1,250 stipend.

3.5.3 Stipends can be awarded to the participant based on the percentage of the virtual platform modules that they completed. For example, a youth completed 30% of curriculum and as a result, will be paid 30% of the total available stipend.

3.6 The Contractor shall subcontract with a third-party vendor who will be solely responsible for administering payroll services as the Employer of Record with responsibilities to include the following:

- a. Contractor will have an employer of record process and procedure in place for payroll, taxes, and worker's compensation coverage.
- b. Payroll reporting and tax responsibilities include the following:
 - i. W-4
 - ii. I-9
 - iii. IRS Form 941, IRS 940 and IRS W-3
 - iv. Workers Comp insurance to ensure coverage for participants receiving stipends and paid or unpaid work experiences will be obtained and maintained.
 - v. Workers Compensation premium report
 - vi. State unemployment tax report
- c. Contractor assumes full responsibility for payment of stipends to participants designated by Denver-DWS. Stipends will be provided in lieu of wages for these participants. Stipends will be set amounts, as designated by Denver-DWS, and provided for completion of virtual classroom training.
- d. Stipends will be paid in fixed amounts over a defined period. Stipends will be considered taxable income to all participants who receive services under this Agreement.
- e. Notwithstanding any other term to the contrary contained in this Statement of Work, participants designated to receive stipends will be considered trainees and will not be considered as employees. The preceding sentence does not, and will not, relieve the Contractor of its obligations under the Agreement or this Statement of Work, including but not limited to all obligations to provide Workers' Compensation Insurance for all participants receiving services under this Agreement.

3.7 Successful Placements and Completions

- a. Placement (Goal = 164) are defined as youth who have completed job readiness training, have been placed in employment, and completed at least 1 hour of their work experience.
- b. Successful completions (Goal = 135) are defined as youth who completed job readiness training, and the maximum number of hours associated with their work experience or learning experience.

3.7.2 Job Development

- a. Contractor will provide job development for DYEP participants
- b. A variety of industries shall be represented
- c. Work sites shall be dispersed throughout the Denver Metro area
- d. Contractor will display a streamlined process for placement based on:
 - i. Career interests
 - ii. Prior experience
 - iii. Location
 - iv. Special circumstances
- e. Contractor will track and report employer interest and placement data
- f. All employers must be approved (site/safety inspection, background check policy) prior to youth beginning on-site work experience. The Contractor shall use the technical assistance provided by DEDO-DWS. The appropriate activity code and documentation should be entered into Connecting Colorado.
- g. Contractor is responsible for documenting employer, job opening, and placement data.

3.8 Contractor is responsible for identifying appropriate program participants for enrollment purposes.

3.9 Contractor shall collect required DYEP program eligibility documents from participants based on program guidance provided by DEDO-DWS

3.10 Contractor is responsible for enrolling youth in the Denver Youth Employment Program (DYEP) program in Connecting Colorado and/or any designated management information database system in accordance to DEDO-DWS Program Guidance.

3.11 Contractor shall document client participation in service deliverables in the Connecting Colorado data system. All documentation should be scanned to Connecting Colorado within the appropriate timeframe and category. Staff providing job coaching services will be responsible for entering the activity codes and completions into Connecting Colorado and/or any designated management information database system required by the program. Contractor will code participants with a specified code from DEDO-DWS that denotes who they are for required reporting purposes. All activity codes and documentation will need to be entered into Connecting Colorado within 14 days of activity.

3.12 Contractor shall track youth permanent employment, successful completions, work experiences, unsubsidized employment, returning to education, enrollment into post-secondary and youth referred to the Workforce Innovation and Opportunity Act program.

4.0 Participant Recruitment, Referrals and Outreach

- 4.1** Contractor shall recruit youth based on program guidance provided by DEDO and accept referrals from DEDO-DWS applicant pool.
- 4.2** Contractor shall accept participant referrals from designated partners that service disconnected youth and provide applicable services.
- 4.3** Contractor shall also recruit participants from the City and County of Denver or individuals who are Wards of the State.
- 4.4** Contractor shall develop an outreach/marketing/recruitment strategy. The strategy must take into account other DEDO-DWS partner agency efforts and include the execution of virtual recruitment and hiring events as well as participation in other DEDO virtual events, as appropriate. The Contractor must create all marketing tools and submit them to DEDO-DWS for approval prior to distribution along with schedule of recruitment events.
- 4.5** The Contractor shall utilize social media networking systems with prior approval by DEDO-DWS that are available to both DEDO-DWS and all youth participants and their families to list the dates, times and locations of all major activities (orientations, course offerings, training events, community meetings, etc.).

5.0 Assessment

- 5.1** Contractor shall conduct the following assessments with the participants:
Career interests, personal aptitudes, and pre and post job readiness surveys.

6.0 Background Checks

The Contractor shall cooperate and comply with the Denver Economic Development & Opportunity's "Background Check Requirements for Youth Service Providers and Employers" policy that applies to the placement of Youth Participants engaging in paid and unpaid work experience opportunities.

7.0 Job Readiness Training

- 7.1** Contractor will provide job readiness training for all participants who enroll in the 2022 DYEP Program and a copy of the curriculum must be provided prior to training.

- 7.1.1** Training should include, but is not limited to the following:
 - a.** Soft Skill Development
 - b.** Financial Literacy/ Education and Banking Information
 - c.** Customer Service
 - d.** Career Exploration/Pathways

It is expected that all participants must complete training prior to starting their summer experience.

8.0 Programmatic and Performance Requirements

8.1 Participant Eligibility

- 8.1.1** Denver resident, enrolled in or attending a school located within the City and County of Denver, or a Ward of the County or State

8.1.2 Eligible to work in the US

8.1.3 Between 14 and 21 years of age at the time of application

8.1.4 In-School

- a. Currently enrolled in secondary education (including alternative education programs, the School to Work Alliance Program, Transition programs, and other programs provided through the K-12 system); or
- b. Currently enrolled in post-secondary education (are registered for or attending credit-bearing classes).

8.1.5 Meets one of the following:

- a. Whose total family annual income does not exceed 70% of the Lower Living Standard Income Level (LLSIL)
- b. Individual or family is currently receiving public assistance
- c. Individual or family member in the household receives free or reduced lunch
- d. A current My Brother's Keeper Summer of Success participant
- e. Currently enrolled at a Title I school
- f. Lives in a priority neighborhood - East Colfax, Elyria Swansea, Globeville, Montbello/Gateway/Parkfield, Northeast Park Hill, Sun Valley, Valverde, Villa Park, West Colfax and Westwood.
- g. Individual lives in a high poverty neighborhood as defined by <https://demography.dola.colorado.gov//PovertyComprehensive/>

8.2 Data Collection

8.2.1 The Contractor shall have a completed and verified Form I-9 within three days of the start date for employment in accordance with Federal law. The Form I-9 cannot be completed until an offer of employment is extended and accepted. Employment does not officially begin until the Contractor and Employer of Record has all completed employment paperwork and an approved award letter has been issued. Payroll will not be activated until this process is complete.

8.2.2 The Contractor shall collect and retain timecards to be uploaded into Connecting Colorado and ensure that all participants are paid in a timely manner.

8.2.3 The Contractor shall provide internal payroll procedures to DEDO-DWS.

8.2.4 The Contractor shall ensure that program enrollment, services, attendance, progress, and other required data elements and documents are scanned and managed in accordance with DEDO-DWS Data Quality Standards procedures and timelines.

8.2.5 The Contractor shall ensure it has appropriate internal systems, procedures, and equipment that will effectively allow their agency to meet DEDO-DWS data collection requirements.

8.2.6 Contractor shall utilize Connecting Colorado, and/or any designated management information database system required by program for data collection and documentation.

8.2.7 Contractor shall ensure that Connecting Colorado data entry is completed within the designated timeframe as defined in Data Quality Standards policy.

9.0 Reports

9.1 The Contractor shall submit a final program report within thirty (30) days after the end of the contract, with formatting and content to be determined by DEDO-DWS. The content shall include:

- a. Enrollments (including participants with specified codes)
- b. JRT participants
- c. JRT completions
- d. Participants successfully placed
- e. Participants successfully completed
- f. Number of participants who are employed
- g. Number of participants who returned to education
- h. Demographic information
- i. Income barrier information
- j. Number of youth who opened new non-custodial checking accounts
- k. Number of youth who opened youth savings accounts
- l. Number of youth who enrolled in the program who already had an open checking and/or savings account

10.0 Documentation/File Management

10.1 Contractor is responsible for maintaining electronic files utilizing Connecting Colorado documenting enrollment, assessment, progress, and services provided in accordance to DEDO-DWS data and file management procedures and timelines for each enrolled participant.

10.2 All electronic participant and employer files shall follow the guidance provided by DEDO-DWS.

11.0 Administrative Requirements

11.1 Compensation and Methods of Payment

11.1.1 Contractor must submit expenses to DEDO-DWS on the last day of the month for the previous month's activity.

11.2 Records Retention

11.2.1 Contractor must provide original files to DEDO-DWS upon request for audit and review. If requested by DEDO-DWS, Contractor must provide original files to DEDO-DWS after the contract has expired including a File Checklist form. Contractor shall make arrangements to transfer all documentation to DEDO-DWS. If DEDO-DWS does not request the files from Contractor, Contractor must retain the files for six (6) years after submittal of the final report or until resolution of any pending audit and shall permit access thereto at no cost to the City. In the event that the Contractor cannot

continue to maintain and store this documentation, original participant files will be submitted to DEDO-DWS in accordance with DEDO-DWS policy.

11.3 Technology Requirements

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

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

11.4 Privacy and Confidentiality

11.4.1 The Sub-recipient must adhere to the DEDO Personally Identifiable Information policy to ensure the proper use of data and demonstrate that controls are sufficient to prevent identity theft, fraud and abuse as well as maintain a sophisticated and secure technology structure. These requirements must cover, at a minimum, the following:

- a. Participant eligibility documentation;
- b. Program participant records, including all services provided and costs expended per participant;
- c. Customers' records, including participant data forms, verification/documentation items, assessments tests and results, and documentation of outcomes;
- d. Protection of personal and confidential customer information, including protected health information (HIPAA); and
- e. Memoranda of Understanding (MOUs) between partner programs to share program, participant, and financial data that adhere to federal, state, and local privacy standards.

11.4.2 Organizations must follow City and County of Denver Executive Order 143 – Information Governance, House Bill 18-1128 – Personally Identifiable Information, NIST Privacy Framework and applicable laws including but not limited to Family Educational Rights and Privacy Act (FERPA), Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA), et al.

11.4.3 In addition, the Sub-recipient will require all program participants to sign a release of information that includes an explanation of the level and type of access, as well as restrictions on the use of the participant's data.

11.4.4 The Sub-recipient must provide DEDO with one of the following security control certifications on an annual basis: SSAE18, SOC2, ISO 27001 or other certification as agreed upon.

11.4.5 The Service Provider must provide DEDO with a copy of data breach process and incident response policy at time of execution of contract and

as modifications are made throughout the contract period. Policy must be in accordance with DEDO-DWS policies, as well as other local, State and Federal requirements.

- a. The Sub-recipient must notify DEDO of any data breaches or security incidents within 24 hours of identifying any breach or incident and mediate within 30 days, in accordance with DEDO-DWS policies, as well as other local, State, and Federal requirements.

11.4.6 The Sub-recipient must agree that DEDO and the City and County of Denver has the right to audit security and data handling measures at any time during the contract.



**CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
SUMMER YOUTH EMPLOYMENT
PROGRAM YEAR 2022
BUDGET SUMMARY**

A. Respondent: Denver Public Schools
B. Project: Summer Youth Employment Program
C. Program Year: 2022

D. Contract Number: 202161465-00
E. Contract Period: 1/1/2022-12/31/2022
F. Requested Amount: \$ 600,000

Budget Summary for Summer Youth Employment

| (1) Item of Expenditure | (2) Total Project Cost requested from DEDO | | (3) Other Federal Funding | | (4) Other Non-Federal Funding | | (5) Other City and County of Denver Funding | | (6) Agency Total (All Funding Sources) | |
|--|---|---------------|------------------------------|--------------|----------------------------------|--------------|--|--------------|---|----------------|
| | Amount | % | Amount | % | Amount | % | Amount | % | Amount | % |
| Personnel | \$ 152,227 | 100.00% | | 0.00% | | 0.00% | \$ - | 0.00% | \$ 152,227 | 100.00% |
| Fringe | 43,926 | 100.00% | | 0.00% | | 0.00% | - | 0.00% | 43,926 | 100.00% |
| Travel | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | 100.00% |
| Supplies | 500 | 100.00% | - | 0.00% | - | 0.00% | - | 0.00% | 500 | 100.00% |
| Contractual | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | 100.00% |
| Participant Direct - Training Costs | 359,122 | 85.68% | - | 0.00% | 60,000 | 14.32% | - | 0.00% | 419,122 | 100.00% |
| Other Direct Costs - Professional Services | 21,336 | 100.00% | - | 0.00% | - | 0.00% | - | 0.00% | 21,336 | 100.00% |
| Indirect Costs | 22,889 | 100.00% | - | 0.00% | - | 0.00% | - | 0.00% | 22,889 | 100.00% |
| Pay for Performance | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | 100.00% |
| SUPPLEMENTAL CAP Projection | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | 100.00% |
| TOTAL | \$ 600,000 | 90.91% | \$ - | 0.00% | \$ 60,000 | 9.09% | \$ - | 0.00% | \$ 660,000 | 100.00% |

I: Respondent Authorization

Signature of Respondent Official **Date**

Name (Type or print)

Title (Type or print)

J: City and County of Denver Authorization

Signature **Date**

Name (Type or print)

Title (Type or print)

Make sure DEDO Summary is included with this Budget Summary



**CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
SUMMER YOUTH EMPLOYMENT
PROGRAM YEAR 2022
AMOUNT REQUESTED FROM DEDO SUMMARY**

A. Respondent: Denver Public Schools
 B. Project: Summer Youth Employment Program
 C. Program Year: 2022

D. Contract Number: 202161465-00
 E. Contract Period: 1/1/2022-12/31/2022
 F. Requested Amount: \$600,000.00

Budget Summary for Amount Requested from Denver Economic Development & Opportunity

| (1) Item of Expenditure | (2) SYEP | | (3) | | (4) | | (5) | | (6) | | (7) | | (8) Total Project Cost requested from DEDO | |
|--|-------------------|----------------|-------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|--|----------------|
| | Amount | % | Amount | % | Amount | % | Amount | % | Amount | % | Amount | % | Amount | % |
| Personnel | \$ 152,227 | 100.00% | \$ - | 0.00% | \$ - | 0.00% | \$ - | 0.00% | \$ - | 0.00% | \$ - | 0.00% | 152,227 | 100.00% |
| Fringe | 43,926 | 100.00% | - | 0.00% | - | 0.00% | - | 0.00% | \$ - | 0.00% | - | 0.00% | 43,926 | 100.00% |
| Travel | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | \$ - | #DIV/0! | - | #DIV/0! | - | 100.00% |
| Supplies | 500 | 100.00% | - | 0.00% | - | 0.00% | - | 0.00% | \$ - | 0.00% | - | 0.00% | 500 | 100.00% |
| Contractual | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | \$ - | #DIV/0! | - | #DIV/0! | - | 100.00% |
| Participant Direct - Training Costs | 359,122 | 100.00% | - | 0.00% | - | 0.00% | - | 0.00% | \$ - | 0.00% | - | 0.00% | 359,122 | 100.00% |
| Other Direct Costs - Professional Services | 21,336 | 100.00% | - | 0.00% | - | 0.00% | - | 0.00% | \$ - | 0.00% | - | 0.00% | 21,336 | 100.00% |
| Indirect Costs | 22,889 | 100.00% | - | 0.00% | - | 0.00% | - | 0.00% | \$ - | 0.00% | - | 0.00% | 22,889 | 100.00% |
| Pay for Performance | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | \$ - | #DIV/0! | - | #DIV/0! | - | 100.00% |
| SUPPLEMENTAL CAP Projection | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | 100.00% |
| TOTAL | \$ 600,000 | 100.00% | \$ - | 0.00% | \$ - | 0.00% | \$ - | 0.00% | \$ - | 0.00% | \$ - | 0.00% | \$ 600,000 | 100.00% |

I: Respondent Authorization

Signature of Respondent Official _____ Date _____

Name (Type or print) _____

Title (Type or print) _____

J: City and County of Denver Authorization

Signature _____ Date _____

Name (Type or print) _____

Title (Type or print) _____

Make sure DEDO Summary is included with Budget Summary

| | | | | | |
|-------|------------|------|------|------|------|
| Check | - | - | - | - | - |
| | \$ 600,000 | \$ - | \$ - | \$ - | \$ - |



**CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
SUMMER YOUTH EMPLOYMENT
PROGRAM 2022
PERSONNEL & FRINGE BUDGET**

A. Respondent: Denver Public Schools

C: Contract Number: 202161465-00

B. Program: SYEP

D: Contract Period: 1/1/2022-12/31/2022

| (1) Position/Title | (2) Employee(s) Name | (3) No. Employees | (4) Annual Salary (\$) | (5) Full-time Equivalent (FTE) | (6) Total Program Cost (\$) | (7) DEDU Share (\$) | (8) Brief Summary of Job Responsibilities (If not enough room include separate sheet). |
|--|--|----------------------|---------------------------|-----------------------------------|--------------------------------|------------------------|---|
| Lead Specialist Youth Self Sufficiency | Allen Webb | 1 | \$60,000 | 0.60 | \$36,000 | \$36,000 | Oversees youth recruitment, enrollment and program services and manage partnerships, leverage resources to effectively serve youth and families. |
| Lead Specialist, Data | James Figg | 1 | \$63,400 | 0.20 | \$12,680 | \$12,680 | Work across FACE programming to ensure alignment between programs and data and ensure that data is properly recorded in compliance with program requirements. |
| Manager, Youth Self-Sufficiency | Jessica Brandhorst | 1 | \$72,000 | 0.23 | \$16,800 | \$16,800 | Supervises Program Specialists to include youth recruitment, enrollment and program services, funding and expenditures, and manages program compliance. |
| Program Specialist, Youth Self Sufficiency | Zuleyma Duarte, Michelyn Johnson, Cherrelle Jackson, Nestor Meza, Melissa Roybal | 5 | \$300,000 | 1.45 | \$86,747 | \$86,747 | Support youth and families with all elements of SYEP including basic needs supports and ordinate youth placement to promote successful outcomes. |
| | | | | | \$0 | \$0 | |
| | | | | | \$0 | \$0 | |
| | | | | | \$0 | \$0 | |
| | | | | | \$0 | \$0 | |
| | | | | | \$0 | \$0 | |
| | | | | | \$0 | \$0 | |
| | | | | | \$0 | \$0 | |
| | | | | | \$0 | \$0 | |
| | | | | | \$0 | \$0 | |
| (9) Totals | | | | | \$152,227 | \$152,227 | |

F. Fringe Benefits and Total Personnel Cost

| Type of Fringe Benefits | Total Cost (\$) | DEDU Share (\$) | Please Show Calculations Below: |
|---|------------------|------------------|---------------------------------|
| (10) Social Security & Medicare (FICA) | \$2,207 | \$2,207 | = 1.45% x Line 9 |
| (11) Federal Unemployment Tax (FUTA) | \$0 | \$0 | = 0.00% x Line 9 |
| (12) State Unemployment Insurance (SUI) | \$335 | \$335 | = 0.22% x Line 9 |
| (13) Workers Compensation | \$0 | \$0 | = 0.00% x Line 9 |
| (14) Other (Please List) Medical - \$4,116 per 1.0 FTE. 2.48 FTEs X \$4,116 = \$10,207.68 | \$10,208 | \$10,208 | = 6.71% x Line 9 |
| (15) Other (Please List) Pension Benefits + Disability + Retire Sick + Invest Health Insurance | \$31,176 | \$31,176 | = 20.48% x Line 9 |
| (16) Total Fringe Benefits (Add Lines 10-15) | \$43,926 | \$43,926 | |
| (17) Total Personnel Costs (Line 9 plus Line 16) | \$196,153 | \$196,153 | |



**CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
SUMMER YOUTH EMPLOYMENT
PROGRAM YEAR 2022
NON-PERSONNEL BUDGET**

Contract Amount: 600,000
Indirect Rate: 10.50%

A. Respondent: Denver Public Schools **C. Contract Number:** 202161465-00
B. Program: SYEP **D. Contract Period:** 1/1/2022-12/31/2022

| (1) | (2) | (3) | (4) | |
|--|------------------------------|-------------------------|---|---|
| Item of Expenditure | Total Program Cost (\$) | DEDO Share of Cost (\$) | Brief Line Item Description & Justification (Please show justification for Total Cost in the Budget Narrative) | |
| TRAVEL TOTAL | \$0 | \$0 | Includes the following, but not limited to: | |
| | \$0 | \$0 | | |
| | \$0 | \$0 | | |
| | \$0 | \$0 | | |
| Other | \$0 | \$0 | | |
| SUPPLIES TOTAL | \$500 | \$500 | Includes the following, but not limited to: | |
| Office Supplies | \$500 | \$500 | Office supplies, training materials, marketing materials and printing costs. This includes training materials for job readiness training to be implemented program wide for participants. \$83.33/month over 12 months. | |
| Other | \$0 | \$0 | | |
| CONTRACTUAL TOTAL | \$0 | \$0 | Includes the following, but not limited to: | |
| | \$0 | \$0 | | |
| PARTICIPANT COSTS TOTAL | \$359,122 | \$359,122 | Includes the following, but not limited to: | |
| Summer Work Experience | \$407,322 | \$407,322 | Direct to youth gross wages and stipends for work experiences and learning experiences calculated at \$2,099.6 per participant (\$15.87 x 120 hours x 10.25% (SUI/FUI/FICA/MC)) for 194 youth. *other non-federal grant funding to offset per participant costs for MBK youth. | |
| Kick-off and commencement events | \$4,656 | \$4,656 | Costs for food, supplies and t-shirts for DYEP kick-off and commencement events for all DYEP participants | |
| Supportive Services | \$3,021 | \$3,021 | Items deemed necessary to maintain education/employment upon DEDO approval, with an average of \$15.57 per participant for 194 participants. | |
| Youth Job Readiness Training Platform | \$4,123 | \$4,123 | Platform access and licensing fees for the 10-module virtual job readiness curriculum "Bring Your A Game" offered through The Center for Work Ethic Development. | |
| *Other Non-Federal Grant Funding | Bank of America Grant Offset | -\$60,000 | -\$60,000 | Direct to youth funds offset by Bank of America Grant to be provided to youth by DPS. |
| OTHER DIRECT COSTS TOTAL | \$21,336 | \$21,336 | Includes the following, but not limited to: | |
| Employer of Record Administrative Fees | \$21,336 | \$21,336 | Employer of Record fees including: administrative fees calculated at 5.00% of gross wages, time and attendance fees at \$4.00 per youth, and paycard fees calculated at \$1.00 in postage per youth | |
| | \$0 | \$0 | | |
| Other | | \$0 | | |
| INDIRECT COSTS TOTAL | \$22,889 | \$22,889 | Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method | |
| | \$22,889 | \$22,889 | | |
| PAY FOR PERFORMANCE TOTAL | \$0 | \$0 | | |
| | \$0 | \$0 | | |
| | \$0 | \$0 | | |
| (5) TOTAL NON-PERSONNEL COSTS | \$403,847 | \$403,847 | | |

| Cost | FTE/ # of Clients | Hours/ Months | Rate/ Quantity |
|----------|-------------------|---------------|----------------|
| 500.00 | 1.00 | | 12 |
| 2,099.60 | 194.00 | 120 | |
| 24.00 | 194.00 | | |
| 15.57 | 194.00 | | |
| 21.25 | 194.00 | | |
| (309.28) | 194.00 | | |
| | 194.00 | | |
| 109.98 | 194.00 | | |