

## 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 (the “City”) and **LA RAZA SERVICES, INC.**, a Colorado nonprofit corporation, with an address of 3131 W. 14<sup>th</sup> Ave., Denver, Colorado 80204 (“Contractor”); which may individually be referred to herein as a “Party” or jointly as “Parties”.

The parties agree as follows:

**1. COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under the Agreement with the Executive Director of the Office of Children’s Affairs (“Executive Director”) or, the Executive Director’s Designee.

**2. SERVICES TO BE PERFORMED:**

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

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

**2.3** 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 January 1, 2023 and will terminate on December 31, 2024 (the “Term”). 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:**

**4.1 Fee:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of **ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00)** for fees. Amounts billed may not exceed the rates set forth in **Exhibit A**.

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

**4.3 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.

**4.4 Maximum Contract Amount:**

**4.4.1** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00)** (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.

**4.4.2** 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 officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

**6. TERMINATION:**

**6.1** The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) 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.

**6.2** Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into

a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

**6.3** 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.

**6.4** 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 AND AUDITS:** The Contractor shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for ARPA Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery ("Inspector General") have the right to access, and the right to examine, copy and retain copies, at the official's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's use of ARPA Funds pursuant to this Agreement. The Contractor shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of ARPA Funds, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the

Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

**8. ARPA FUNDS:**

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

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

**8.1.2** To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the City that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

**8.1.3** For the provision of government services to the extent of the reduction in revenue of the City due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year of the City prior to the emergency; or

**8.1.4** To make necessary investments in water, sewer, or broadband infrastructure.

**8.2** The Contractor shall only utilize ARPA Funds for the purposes described in the Scope of Services attached as **Exhibit A**. The Contractor agrees and acknowledges that, as a condition to receiving the ARPA Funds, it shall strictly follow the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto and incorporated herein as **Exhibit A**. All invoices submitted by the Contractor to the City pursuant to this Agreement shall use

“COVID-19” or “Coronavirus” as a descriptor for those costs that are paid by ARPA Funds to facilitate the tracking of Agreement-related spending related to COVID-19. The Contractor shall segregate and specifically identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of COVID-19 related expenses. To avoid an unlawful duplication of federal benefits, the Parties agree and acknowledge that the services and/or goods provided by the Contractor for which ARPA Funds are used shall not, to the extent that ARPA Funds are used, also be paid for or reimbursed by monies provided under any other federal program.

**8.3** The City agrees and acknowledges that it shall obligate the use of ARPA funds for the services performed and/or good provided by the Contractor under this Agreement no later than December 31, 2024. The Contractor agrees and acknowledges that all services performed and/or goods provided by the Contractor using ARPA Funds must be performed and/or provided, respectively, by the Contractor no later than December 31, 2026. Further, the Contractor agrees and acknowledges that payment for all services performed and/or goods provided by the Contractor using ARPA Funds must be provided by the City to the Contractor no later than December 31, 2026. As such, the Contractor shall invoice the City not later than November 1, 2026 for all work performed pursuant to this Agreement for which ARPA Funds will be used to enable sufficient time for the City to review, process, and pay such invoice no later than the performance deadline prescribed in ARPA (the “Invoice Deadline Date”). Any invoice submitted by the Contractor after the Invoice Deadline Date for services performed and/or goods provided on or prior to December 31, 2026 may not be eligible to be paid by ARPA Funds, and, to the extent that ARPA Funds are not available to pay such invoice, partially or in total, such invoice shall only be paid subject to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement.

**8.4** To the extent that the Contractor’s services hereunder contemplate the spending of ARPA Funds, the Contractor shall provide to the City information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes. Further, in providing the ARPA-required information to the City, to the extent possible, Contractor shall provide this programmatic data related to such services disaggregated by race, ethnicity, gender, income, and other relevant demographic factors

as may be determined by the City. The Contractor shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all subcontractors to the same reporting requirement as the Contractor.

**9. INSURANCE:**

**9.1 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/Consultant) 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.

**9.2 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.

**9.3 Additional Insureds:** For Commercial General Liability and Auto Liability, Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

**9.5 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.

**9.6 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.

**9.7 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. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

**9.8 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.

**9.9 Professional Liability (Errors & Omissions):** Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall

be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

**9.10 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:**

**10.1** 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.

**10.2** 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.

**10.3** 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.



**10.4** 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.

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

**11. COLORADO 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.

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

**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, 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 sub-consultant, subcontractor or assign.

**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:**

**19.1** 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.

**19.2** 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:

Executive Director of Office of Children's Affairs  
201 West Colfax Avenue, Dept. 1101  
Denver, CO 80202

With a copy of any such notice to:

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

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

**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 this Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because

of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, protective hairstyles, or physical or mental 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. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

**28. 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.

**29. 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.

**30. 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.

**31. CONFIDENTIAL INFORMATION:**

**31.1 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. Contract agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contract 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.

**31.2 Use and Protection of Proprietary Data or Confidential Information:**

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

**31.2.2** The Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director; (2) the Contractor shall retain no copies, recreations, compilations, or de-compilations, in whole or in part, of such data; and (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

**31.2.3** The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry

accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

**31.3 Employees and Subcontractor:** The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

**31.4 Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

**31.5 Contractor’s Confidential Information; Open Records:** If the City is furnished with proprietary data or confidential information that may be owned or controlled by 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 the 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 it’s the 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. The Contractor further agrees to defend, indemnify, save, and hold harmless the City from any Claims arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this section including, without limitation, prompt reimbursement to the City of all reasonable attorneys' fees, costs, and damages that the City may incur directly or may be ordered to pay by such court.

**32. DATA ACCESS FOR COLLECTING AND STORING CITY DATA:**

**32.1** Contractor shall provide permission to approved City analysts for access to Contractor's server storing City data in relational database form. Contractor shall provide a fully developed data dictionary and relational database structure map. Every City datapoint stored in Contractor's system shall be accessible to City analysts.

**32.2** At a minimum, and upon request of the City, the Contractor shall regularly upload all new City records from all tables in tabular (rows and columns) form to a Secure File Transfer Protocol (SFTP) location accessible to the City. Contractor shall provide data on a frequent basis, minimally every twenty-four hours. Contractor shall provide data with a simple schema (ideally tab- or comma-delimited files) and instructions for populating them to a City server and database. Contractor shall provide a fully developed data dictionary and relational database structure map.

**33. PROTECTED INFORMATION AND DATA PROTECTION:**

**33.1 Compliance with Data Protection Laws:** The Contractor shall comply with all applicable international, federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder and, when applicable, the most recent iterations of § 24-73-101, et seq., C.R.S., IRS Publication 1075, the Health Information Portability and Accountability Act (HIPAA), the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all Criminal Justice Information, the Colorado Consumer Protection Act, and the Payment Card Industry Data Security Standard (PCI-DSS), (collectively, "Data Protection Laws"). If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.



**33.2 Safeguarding Protected Information:** “Protected Information” means data, regardless of form, that has been designated as private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student records, education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and personally identifiable information as defined by §§ 24-73-101(4)(b) and 6-1-716(1)(g)(I)(A), C.R.S., as amended. Protected Information shall not include public records that by law must be made available to the public pursuant to the Colorado Open Records Act § 24-72-201, et seq., C.R.S. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection for the information it discloses to the Contractor, the Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a “Third-Party Service Provider” as defined by § 24-73-103(1)(i), C.R.S.

**33.3 Data Access and Integrity:** The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards, guidelines, and Data Protection Laws applicable to the Contractor's performance hereunder to ensure the security and confidentiality of all data. The Contractor shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of any data; restrict access to data as

necessary; and ensure the proper use of data. The Contractor shall not engage in “data mining” except as specifically and expressly required by law or authorized in writing by the City. All data and Protected Information shall be maintained and securely transferred in accordance with industry standards. Unless otherwise required by law, the City has exclusive ownership of all data it discloses under the Agreement, and the Contractor shall have no right, title, or interest in data obtained in connection with the services provided herein.

**33.4 Data Retention, Transfer, Litigation Holds, and Destruction:** Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Contractor’s data retention policies. Upon termination of the Agreement, the Contractor shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Contractor is required by law to retain data, including Protected Information. Upon the City’s request, the Contractor shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor’s exclusive custody, the City may request that the Contractor preserve such data outside of its usual record retention policies. The City will promptly coordinate with the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable.

**33.5 Software and Computing Systems:** At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information, with Protected Information, received as a result of the Contractor’s services under this Agreement. The Contractor shall fully comply with all requirements and conditions, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance

of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, enhancements or updates consistent with evolving industry standards, and periodic penetration testing.

**33.6 Background Checks:** The Contractor will ensure that, prior to being granted access to Protected Information, the Contractor's agents, employees, subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data.

**33.7 Subcontractors and Employees:** If the Contractor engages a subcontractor under this Agreement, the Contractor shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the services provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its subcontractor's compliance with the obligations of this Agreement and for any of its subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentiality of any disclosed data shall apply equally to both the Contractor and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies.

**33.8 Security Breach:** If the Contractor becomes aware of an unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of Protected Information or data maintained or provided by the City ("Security Breach"), the Contractor shall notify the City in the most expedient time and without

unreasonable delay. The Contractor shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and Data Protection Laws. The Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. The Contractor shall indemnify, defend, and hold harmless the City for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach or lawful notices.

**33.9 Request for Additional Protections and Survival:** In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City's request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor to comply with the request at the City's expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentiality of any disclosed data shall survive termination of the Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor's possession or control.

**34. 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.

**35. 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.

**36. 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.

**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.

**EXHIBITS**

**Exhibit A – Scope of Work**

**Exhibit B – Certificate of Insurance**

**Exhibit C-ARPA Terms**

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]  
[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** MOEAI-202367315-00  
**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:**

MOEAI-202367315-00  
LA RAZA SERVICES INC

By:  \_\_\_\_\_  
FF14752G1E4B452...

Name: Rudy Gonzales  
(please print)

Title: President/CEO  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## EXHIBIT A

Vendor Information:				
<b>Organization Name:</b>	La Raza Services Inc. d.b.a. Servicios de La Raza			
<b>Mailing Address:</b>	3131 W. 14 <sup>th</sup> Ave., Denver, CO 80204			
Organization Contacts:				
REQUIRED CONTACT	NAME	TITLE	PHONE	EMAIL
Executive Level	Rudy Gonzales	President/CEO	720-271-0346	rudyg@serviciosdelaraza.org
Signature Authority	Rudy Gonzales	President/CEO	720-271-0346	rudyg@serviciosdelaraza.org
Program Contact	Neva Martinez Ortega	Co-Director of Behavioral Health	720-510-7036	nevamo@serviciosdelaraza.org
Fiscal Contact	Jacob Heredia	Vice President of Finance	(720) 469-5768	jacobh@serviciosdelaraza.org
<b>Invoice schedule:</b>	Monthly (Invoices to be submitted with appropriate back-up to OCAinvoices@denvergov.org)			
To be completed by OCA				
<b>OCA Program:</b>	ARPA			
Program	Fund	Cost Center	Program Code or Grant ID	Total Budget
ARPA	11011	0103100	GR00002242	\$1,000,000.00
<b>MAXIMUM CONTRACT AMOUNT</b>				\$1,000,000.00
<b>Contract Term:</b>	January 1, 2023 – December 31, 2024			
<b>If selected by Competitive Process, Title of RFX:</b>				

**Invoices are to be submitted monthly, unless otherwise approved.**  
**The December/final invoice is due by January 20, 2025.**

**Contract Summary:** Funding is to support youth mental health through ARPA round 2.

**Organization Description:**

**1) Information**

a) Please briefly describe your organization, mission and vision. (100 words)

For over 50 years, Servicios de La Raza (Servicios) has remained a trusted voice for Latinos and a safe space for culturally responsive, evidence-based programs



## EXHIBIT A

centered on the unique needs of low-income community members. Programs include services for youth; victims of domestic violence/sexual assault/general crimes; individuals living with HIV/AIDS; mental health/substance misuse treatment; benefits enrollment; public health services; workforce development/job placement; financial literacy; a healthcare clinic; and basic emergency services.

Our mission is to provide and advocate for culturally responsive essential human services and opportunities.

Our vision is to build and cultivate a thriving Colorado Latino community in which all members have the opportunities and the support systems to achieve equity, self-sufficiency, and self-determination to lead a healthy quality of life.

b) Please share specific examples on how you ensure quality and measure success. (100 words)

Success/quality are measured by capturing quantitative and qualitative data. Examples of quantitative data include number of clients served, number of services units, client demographics, etc. Examples of qualitative data includes changes in behavior/understanding, program improvements, etc. Data is gathered into monthly reports and then reviewed by leadership.

c) Please also share how you support and retain your staff? (100 words)

Staff are supported greatly at Servicios. Whether through selfcare initiatives, professional development/training, generous paid time off, or planned fellowship events, staff continue to grow with Servicios as Servicios continues to grow.

### **2) Diversity, Equity & Inclusion: (200 words)**

a) Tell us about how your organization ensures diversity, equity, and inclusion within your leadership, structure, and staff, as well as how it reflects and supports the community served.

85% of Servicios' staff are Latine/Indigenous. The minority of most organizations is our majority by curated design and with intention. The President & CEO is a nationally recognized Latino leader-activist. All Board members are Latine. Our people have faced so many barriers and oppressions and our staff can build trust and efficacy with those we serve having themselves walked in those same shoes. Servicios ensures that peer leadership is trained and installed throughout the organization.

Our collective experience informs the design and implementation of our work and programs. Servicios incorporates client and community feedback throughout every aspect programming.

Servicios' programs are integrated, offered in both Spanish and English, and address the holistic needs of community members impacted by multiple traumas.

Comprised of youth employees at Servicios, the Next Level Youth Committee was created to advise agencywide and to norm programs throughout the agency to the needs of our community's youth.

## EXHIBIT A

### 3) **Collective Impact:** (150 words)

a.) Describe any existing partners and/or plans to engage new partners. Include who they are and how they enhance your program and benefit participants.

Below is a small sample of Servicios' core partners for youth programming:

-DPS: referrals for services, such as youth exposed to violence; in-school presentations; conference enrollment and co-marketing; behavioral healthcare treatment referrals; juvenile probation and diversion; suicide prevention; Familia Adelante curriculum; youth-normed life skills curriculum tailored to specific community needs

-Denver Justice High School: suicide prevention; PYD presentations

-La Alma Recreation Center: suicide prevention; positive youth development

-iMatter program: mental health programs for youth, to include suicide prevention

-Florence Crittenton: suicide prevention and onsite wellness classes

-GRASP: youth gang participation prevention

-Mile High Youth Corps: workforce development referrals and enrollment into workforce development classes; soft skills

-DHA: shared referrals and program enrollment

-HEAL Denver: we provide technical assistance regarding behavioral healthcare supports

-Community College of Denver: referrals for trainings; GED; post-secondary education; digital literacy classes

-Auraria Campus: referrals for trainings; GED; post-secondary education

-multiple sites: youth volunteerism and civic engagement

### **Program Description:**

1) Please identify the category or categories that describe your youth program:

Provide quality education early in life

Promote environments that support healthy development

Connect young people to caring adults and activities

Strengthen the development of social, emotional and academic skills for youth and adults

Provide access to mental health supports

Support work development and opportunities for employment

Other: \_\_\_\_\_

2) Please describe your programming:

a) Tell us about the population you plan to serve, including basic demographics of participants (race/ethnicity/gender identity, etc.). (100 words)

## EXHIBIT A

Servicios serves those community members that face multiple barriers to equitable access to quality health and human services. Agencywide, Servicios recently served 62,022 individuals. 80% were Latino/a, 10% Non-Hispanic White, 5% American Indian or Alaskan Native, 2% Asian, 1% African American, 1% Native Hawaiian/Pacific Islander and 1% Other. 100% were low-income and many self-identified homeless. 100% of Servicios clients served last year were 134% - 400+% FPL as follows: 134 – 250 FPL: 25%; 251 – 400 FPL: 25%; and above 400 FPL: 50%. Of those served 65% were immigrants and refugees, a majority of which were monolingual, Spanish-speakers. Through self-report surveys, only 42% of those eligible for insurance were insured and only 60% reported that they had a personal health provider.

Latinos in Denver, to include impacted Latino youth, are disproportionately and negatively impacted in terms of having their social determinants of health adequately and equitably addressed. Inflation, the pandemic, unemployment/underemployment, and choosing between paying bills and feeding one's family continue to impact Latinos disproportionately. The most recent USDA report shows that: About 1 in 5 (19 percent) households headed by Latinos are food insecure, compared with 1 in 8 (12 percent) for all U.S. households and that more than 1 in 5 (22 percent) households headed by Latinos with children are food insecure, compared with 1 in 6 (17 percent) for all U.S. households with children. Many benefits enrollment programs, WIC and SNAP are highly underutilized programs by Latino communities in Colorado due to language barriers; residency status; fear/distrust of larger government institutions; stigma and embarrassment; previous negative experiences with other service providers; cultural expectations and norms; transportation barriers; and other factors.

Latinos are over-represented in substance use disorder treatment admissions as compared to their representation in the population. 28.86% Latinos sought treatment in 2019 and Latinos make up 22% of the population in Colorado. Additionally, Latinos are the second most addicted people group in Colorado across all substances: Marijuana, Methamphetamine, Rx Opioids, Alcohol, Crack/Cocaine, and Heroin (DACODS, CDHS-OBH 2019 data). Additionally, in 2020, Latino Coloradoans were the second highest utilizers of mental health services in the State representing 25.8% of all utilizers (2020 Uniform reporting system, SAMHSA).

Youth depression and suicide continue to plague our communities. New research found that between 2010 and 2020, the suicide rate among Hispanic adults increased by more than 70%, and experts predict that number to be even higher once the full impact of the pandemic is understood (NIH, <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC9358075/>). According to the Colorado Health Institute, youth suicide has more than doubled in the past year, particularly among LGBTQIA+-identifying youth.

This data is cited because our youth develop within a context and, for the youth that Servicios' serves, the context is full of isolation, discrimination, lack of adult role models, and in areas where drugs are more easily accessible (and affordable) than a nutritious meal. Servicios operates its service locations in the lowest opportunity neighborhoods as identified in this RFP to include Sun Valley, Barnum, Valverde, and Westwood. Though we operate citywide, it is in neighborhoods most deeply impacted by poverty and high crime that we operate in directly.

## EXHIBIT A

For the youth programming, youth ages 11 and up and their families will be targeted primarily in the East Denver, Southwest Denver and Sunnyside neighborhoods. Programming will be offered in both Spanish and English and all participation elements are designed to be low-barrier.

b.) Tell us how participants will be recruited/enrolled and describe your strategies for retaining participants in your program. (100 words)

Youth programming has existed within the Behavioral Health Department and was expanded with OCA funding in the last quarter of 2022. This funding allowed for the intentional building of new partnerships and expansion of current partnerships with youth serving organizations within the East Denver, Southwest Denver and Sunnyside neighborhoods. Program staff will work with partners to be included in and develop additional outreach opportunities as well as ensure SDLR program materials are accessible at youth/community serving organizations. Through these established partnerships and ongoing outreach events, youth will be recruited for programming, Behavioral Health supports and connected with additional resources.

Youth are retained primarily because they help to identify the subject matter and classes to be taught throughout the cohorts. Topics including mental wellness, substance misuse, acculturation and home stress, residency status and DACA changes, sexual health, suicide, bullying (to include social media bullying), LGBTQIA+ identification, cultural identity development and other topics. Youth will also be working with older youth staff with similar lived experiences they can identify with. Additionally, curriculum participants will receive dinner or snacks during after school programming, youth focused swag, and program incentives. A youth peer program will be developed during the first year and implemented in the second year to increase opportunities for youth leadership within their communities to assist in recruitment and meaningful programming.

Youth are also connected to other SDLR programming including services for victims of crimes, reentry services, workforce training and placement services, basic needs services, benefits enrollment for them and their family members, public health services, HIV/AIDS and other sexual health services, or financial literacy classes. All services are offered to the youth without a charge to them, and in Spanish and English.

Servicios has a robust social media reach that is actively used by youth, and we will also co-market all opportunities within Denver schools via multiple touch points such as guidance counselors, family liaisons, McKinney-Vento liaisons, etc.

b) Describe how your organization engages the participants to inform program delivery. (surveys, focus groups, etc.) (100 words)

The Behavioral Health youth program has ensured that youth voice is included and leading the youth services. In the summer of 2023, Behavioral Health hosted two months of weekly focus groups that included both middle and high school youth to review and inform mental wellness programming including topics to be covered, appropriate and understandable language, appealing visual elements, engaging activities, and overall program review. Additionally, BH implements pre and post surveys to gauge youth engagement and learning to continue to inform programming.

## EXHIBIT A

d) Describe the policies and practices in place to keep participants physically and emotionally safe in the program. (100 words)

Servicios adopts of safety policies and procedures cited in the RFP, as well as HIPPA, the special protections found in the Victim Rights Act, and all applicable local, state, and federal laws. The RFP provisions have been re-cited below as adopted program policies and procedures.

### Staff

#### 1. Background Checks:

- a. The award recipient agrees to conduct a thorough and deliberate selection process to ensure a standard of excellence for all personnel, volunteers and contractors.
- b. All personnel, volunteers and contractors providing services to students through direct contact, shall be required to have a criminal background check completed through one of four options as described in 26-6-103.7(4), C.R.S. prior to delivering services. The results shall comply with the provisions of 24-72-305.3, C.R.S. and upon request, be available to the City and County of Denver.
- c. Within the first 60 days of service, personnel who provide services to students through direct contact, shall be required to submit to a federal bureau of investigation fingerprint-based criminal history records check utilizing the Colorado bureau of investigation if the employee, volunteer, or applicant has resided in the state of Colorado less than two years.
- d. The award recipient shall request the state department to ascertain whether the person being investigated has been convicted of felony child abuse as specified in section 18-6-401, C.R.S., or a felony offense involving unlawful sexual behavior as designed in section 16-22-102 (9), C.R.S. The results of the background check shall comply with the provisions of 24-72-305.3, C.R.S. and upon request be available to the City and County of Denver.
- e. During the term of the contract, all new personnel, subcontractors, and agents, whether paid or not, that are hired or added to perform the work or services directly with students shall be subject to these same requirements before performing services.

#### 2. CPR/First Aid:

- a. At least one staff member certified in CPR/First Aid training must be on-site at all times.
- b. When off site (field trips, etc.) at least one staff person must be currently CPR/First Aid Certified.

#### 3. Policies/Procedures

- a. There is a plan in place to provide adequate staff coverage in case of emergencies.
- b. Program maintains appropriate staff/student ratios based on ages of participants and types and complexity of activities (i.e., academic intervention 1:10, larger scale health and fitness activities 1:25, etc.).
- c. The program should maintain appropriate and easily accessible youth records for a minimum of seven years, including: name, address, age, of student, emergency contact information, written authorization for participation, program

## EXHIBIT A

attendance data, food allergies and other pertinent information. Ideally, these records should be kept electronically. All records containing participant information must be kept confidential and only released with the appropriate authorizations or if there is clear and immediate danger.

d. All staff shall be free from illness and conduct that would endanger the health, safety, or well-being of children.

e. Policies and protocols are in place to guide staff interactions and interventions with children and youth (e.g., behavior management, appropriate verbal and physical interactions with youth) and all staff are trained in them.

f. Policies and protocols are in place to ensure that all staff and volunteers are trained as mandatory reporters. Any suspicions of child abuse and/or neglect must be reported to the appropriate authority, following Colorado state law.

### Transportation/Field Trips

1. If the program provides transportation, there are established policies to transport youth safely; the policies comply with all legal requirements for vehicles and drivers. Vehicles used are in proper working order. Programs maintain appropriate levels of insurance coverage and comply with applicable laws of the Colorado Department of Revenue, Motor Vehicles Division.

2. Written permission from parents or guardians is required, including emergency contact information, and written authorization from parent or guardian for emergency medical care. This information should be in the possession of the supervising staff on the field trip.

3. At least one staff member on the field trip should be CPR/First Aid trained and certified and should have a first aid kit in their possession.

4. A list of all youth and staff on the field trip shall be kept at the organization site.

5. There must be an established means of communication between staff and the program office when children are being transported or away from the permanent site on a field trip.

### Environment/Safe Place

1. Youth are appropriately supervised at all times according to youths' ages, abilities, and needs and the level of risk involved in the activity to ensure both physical and emotional safety.

2. Systems are in place to protect children and youth when they move from one place to another.

3. The staff must know who is present at all times within the program site.

4. Each site shall maintain and post appropriate fire and health inspection certificates.

5. The site should have an age-appropriate policy on how participants are released from the program.

6. Written emergency procedures are required that explain at a minimum, how youth will be evacuated to a safe area in case of fire or other disaster and the reporting of reportable communicable illnesses to the local health department pursuant to regulations of the Colorado Department of Public Health and Environment. Appropriate drills (fire, tornado, lockdown, and emergency evacuation) should be held during the programming period.

7. At least one first aid kit should be fully stocked and readily available on-site at all times.

8. The program should have policies in place regarding use of sunscreen and bug repellent.

Policies need to be clearly communicated to parents and guardians, if applicable.



## EXHIBIT A

9. The program should have policies in place for medication dispensation, if applicable.
10. Hygienic practices regarding hand washing and toileting shall be in compliance with the requirements of the Colorado Department of Public Health and Environment.
11. The program space and equipment is clean, well-maintained, free of hazards, safe, and age-appropriate.

### Food

1. Areas used for food preparation, dish and utensil washing, and storage shall be in compliance with the requirements of the City and County of Denver's Department of Environmental Health.
2. Youth member dietary allergy information shall be referenced and adhered to when preparing food for any and all participants.
3. Drinking water shall be readily accessible at all times.

e) Please describe what outcomes you hope to achieve, and the dosage hours needed for participants to achieve the intended outcomes. (100 words)

This funding will support the expansion of Servicios' behavioral health services targeting youth ages 11-25. Through this project, the Behavioral Health department will create and customize programming and establish new staff positions, including a Youth Services Manager, a Youth Prevention Coordinator, Youth Engagement Specialists, and one additional Behavioral Health Therapist. Our goal is to connect with youth in high need areas and promote connection, mental wellness, leadership, and identity development. Through the facilitation of direct services and wrap-around support identified in the scope of work, Servicios believes that our goals will be accomplished while increasing access to culturally responsive and linguistically specific services across our communities. All programming will include being connected to behavioral health services including individual and family therapy, substance misuse services, and other SDLR program resources.

Servicios de La Raza will collaborate with other community-based organizations, schools, community hubs, recreation centers, and community members to outreach youth and families who may benefit from engaging in programming. Youth who may identify a higher level of intervention will be connected to a behavioral health therapist for clinical services.

Servicios proposes to offer the following services throughout a 24-month period:

1. Project staff will engage in biweekly targeted community outreach in the Sunnyside, East Colfax, and Westwood neighborhoods.
2. Project staff will strengthen current relationships with at least 10 community-based organizations/providers in priority areas.
3. Project staff will work with two Denver Community Hubs as they develop to implement programming to increase access to mental health support.
4. Facilitation of weekly Mental Wellness classes in a school setting (two per calendar year).

## EXHIBIT A

4. Facilitation of four Familia Adelante (Families First) cohorts in Sunnyside, East Colfax, and Westwood neighborhoods (two cohorts per calendar year). Familia Adelante is an evidence-based, culturally responsive, two generational program that can be implemented in a prevention setting for youth and their families.
5. Facilitation of four Cara y Corazón (Face and Heart) cohorts in Sunnyside, East Colfax, and Westwood neighborhoods (two cohorts per calendar year). Cara y Corazón is a culturally based family strengthening/community mobilization program that assists parents and other extended family to raise and teach their children with a positive bicultural base.
5. Facilitation of eight El Joven Noble cohorts with youth facilitated by trained staff who are representative of communities served (four cohorts per calendar year). El Joven Noble is a comprehensive indigenous based, youth leadership development program that supports and guides youth through their “rites of passage” process while focusing on the prevention of substance misuse, teen pregnancy, relationship violence, gang violence, and academic failure.
6. Facilitation of one LGBTQ+ youth therapy processing group and one LGBTQ+ family/caregiver support group.
7. Formation of youth peer leaders to increase youth leadership within their communities.
8. Project staff will facilitate community psychoeducation workshops for caregivers and families on topics that will increase their knowledge of mental wellness to best support children and youth in English and Spanish.

### **Participant service location(s) and outputs:**

	<b>Program Name/Area</b>	<b>Program Name/Area</b>
<b>Physical Street address and name of site (school, church, rec center, etc. If applicable), and council district for 2023 site(s):</b>	Youth Violence Prevention	
<b>(Add rows as needed)</b>	<b>Site 1:</b>	
<b>Site 1:</b>	<b>Physical Street Address:</b> 3131 W. 14th Avenue, Denver, CO 80204	
<b>Physical Street Address:</b>	<b>Site Name:</b> Servicios de La Raza’s Headquarters	
<b>Site Name:</b>	<b>Council District:</b> 3	
<b>Council District</b>	<b>Site 2:</b>	
<b>Site 2:</b>	<b>Physical Street Address:</b> 200 S. Sheridan Boulevard, Denver, CO 80226	
<b>Physical Street Address:</b>		
<b>Site Name:</b>		
<b>Council District:</b>		



## EXHIBIT A

	<b>Site Name:</b> Servicios' Behavioral Healthcare Offices <b>Council District:</b> 3	
<b>Total Number of hours/day of programming:</b>	8	
<b>Total Number of days/week of programming:</b>	5	
<b>Total Number of weeks of programming:</b>	52	
<b>Start Date of Programming:</b>	1/1/2023	
<b>End Date of Programming:</b>	12/31/2024	
<b>Number of unduplicated participants to be served at each site:</b> <b>Site 1:</b> <b>Site 2:</b>	Youth will be served at both sites in addition to community and school settings.	
<b>Ages/grades of participants served:</b>	11-25	
<b>If you have multiple sites, please note any major differences between sites:</b>		

**Budget:** A detailed budget for the entire contract period of 1/1/202x – 12/31/202x

A) Briefly describe how the funding will be utilized and leveraged (word limit 150)

**BUDGET NARRATIVE**

	<b>2023</b>	<b>2024</b>	<b>TOTAL</b>
<b>Personnel</b> (employees of organization only)	\$318,000.00	\$323,000.00	\$641,000.00
Narrative:  <u>Vice President of Health &amp; Wellness:</u> Project oversight, ensures deliverables are met, provides internal trainings, and direct client services.  <u>Chief Financial Officer:</u>			

## EXHIBIT A

Financial oversight of project, chart of accounts, project staff payroll, approval and review of invoice submissions. Ensures proper spenddown and grant tracking. Supervises senior accountant assigned to contract.

**Co-Director:**

Management of contract and reporting, provide clinical services, screenings, linkage to care, and data. Engages in direct client services.

**Co-Director:**

Management of contract and reporting, provide clinical services, screenings, linkage to care, and data. Engages in direct client services.

**Senior Accountant:**

Monthly invoicing, expense tracking, and communication with OCA.

**Youth Services Manager:**

The Youth Services Manager will be responsible for project oversight, assisting with project implementation, community partnership, training of new staff, supervision, and facilitation of direct services. The Youth Services Manager is a Licensed Professional Counselor with a specialty in working with youth.

**Youth Prevention Coordinator:**

The Youth Prevention Coordinator will be responsible with support in co-facilitation of direct client services including youth outreach and education, groups, case management, linkage to care, and wrap around services.

**Youth Engagement Specialist:**

The Youth Engagement Specialist will be responsible for the facilitation of direct services including community outreach and education, facilitation of mental wellness groups in schools and community settings, facilitation of Familia Adelante youth groups, and support with case management, linkage to clinical services, and wrap around services.

**Youth Engagement Specialist:**

The Youth Engagement Specialist will be responsible for the facilitation of direct services including community outreach and education, facilitation of mental wellness groups in schools and community settings, facilitation of Familia Adelante youth groups, and support with case management, linkage to clinical services, and wrap around services.

**Behavioral Health Therapist:**

The Behavioral Health Therapist will be responsible for the co-facilitation of mental wellness groups, Familia Adelante, and clinical services. Clinical services may include individual counseling, group counseling, and family counseling.

<b>Fringe Benefits</b> (percentage of taxes and benefits paid for each employee listed under personnel)	\$69,960.00	\$71,060.00	\$141,020.00
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Narrative:

## EXHIBIT A

The agency utilizes a fringe benefit rate of 22%. The above project staff's fringe are budgeted at a 22% rate. The 22% is comprised of the following components:

FICA	7.65%
State Unemployment	2.00%
Health, dental, vision	8.85%
401k match	3.50%
<b>Total</b>	<b>22.00%</b>

<b>Travel</b> (mileage calculated based on current IRS listed rate)	\$2,500.00	\$2,500.00	\$5,000.00
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Narrative:

Agency utilizes a \$0.50 rate per mile. Total miles budgeted: 10,000 miles. The agency has budgeted 5,000 miles annually, or \$2,500 per year, for a total budget of \$5,000.

10,000 x \$0.50 = \$5,000.

<b>Equipment</b> (only used for individual items exceed \$5,000 in value)	\$	\$	\$
N/A			
<b>Supplies &amp; Materials</b> (example: office supplies, program materials)	\$39,570.91	\$30,500.00	\$70,070.91

Narrative:

Food (limited to 5% of total request): Refreshments for groups in-school and community settings, as well as educational events. These costs are budgeted at \$7,500 per year for the 24-month period. The total budget is \$15,000.

Laptop Computers: \$1,250 each for 4 new hires. This will be a one-time expenditure in year 1 of the contract period.

Office Supplies: Budgeting \$7,000 in year one, as we anticipate purchasing most supplies up front. Year two supplies are budgeted at \$3,000. Office supplies include, but are not limited to: notepads, sticky notes, staplers, pens, color pencils, tape, etc. The total budget is \$10,000.

Materials / Curricula: Purchasing of group curricula including El Joven Noble and Familia Adelante. These costs are budgeted at \$2,500 per year for the 24-month period. The total budget is \$5,000.

Participant Incentives: Purchasing of Goal-based incentives including grocery cards, gas cards, transportation vouchers. These costs are budgeted at \$5,070.91 for year one and \$5,000 for year two. The total budget is \$10,070.91.

## EXHIBIT A

**Marketing & Outreach Materials:** Purchasing of outreach materials including stress balls, t-shirts, bags, etc. These costs are budgeted at \$10,000 per year for the 24-month period. The total budget is \$20,000.

**Copy / Printing:** Printing of informational and educational project materials, and clinical documentation. These costs are budgeted at \$2,500 per year for the 24-month period. The total budget is \$5,000.

<b>Sub-contracts</b> (any individual or organization who will receive funds in accordance with the services to be delivered as outlined in this scope of work – e.g. content specific partners, consultants, etc.)	\$15,000.00	\$15,000.00	\$30,000.00
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Narrative:

**Nuevo Amanecer LLC:** Responsible for supporting youth programming in linkage to community partners, strengthening new relationships, and consultation services with Youth Services Manager and Coordinator. These costs are budgeted at \$15,000 per year for the 24-month period. The total budget is \$30,000.

<b>Other Direct Costs</b> (insurance, other program costs, food not to exceed 5%)	\$11,000.00	\$11,000.00	\$22,000.00
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Narrative:

**Professional Development:** Participation in professional development trainings and conferences related to project. May include Trauma informed culturally responsive trainings, Familia Adelante & El Joven Noble Trainings, and the National Latino Behavioral Health Conference. These costs are budgeted at \$6,000 per year for the 24-month period. The total budget is \$12,000.

**IT / Communication:** Includes Microsoft User Licenses, adobe, zoom, and other subscription software costs. In addition, includes costs related to computer and hardware set-up costs. Includes costs associated with routine IT Provider (Verticomm) maintenance and troubleshooting service fees. These costs are budgeted at \$5,000 per year for the 24-month period. The total budget: \$10,000.

<b>Indirect Costs:</b> (overhead costs not to exceed 10% of total award)	\$45,603.09	\$45,306.00	\$90,909.09
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Narrative:

De minimis 10% of direct costs

<b>TOTALS</b>	\$501,634.00	\$498,366.00	\$1,000,000.00
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## EXHIBIT A

<b>Multi Year -- Budget Form</b>			
Please complete the section(s) for the categories you are applying for in the narrative section			
	<b>2023</b>	<b>2024</b>	<b>Total</b>
<b>1.) Personnel/Salaries (detail each position)</b>	<b>\$318,000.00</b>	<b>\$323,000.00</b>	<b>\$641,000.00</b>
Vice President: Annual Salary \$140,000. Requesting 10.7143% of salary for 24 months, or \$30,000.	\$15,000.00	\$15,000.00	\$30,000.00
Chief Financial Officer: Annual Salary \$140,000. Requesting 10.7143% of salary for 24 months, or \$30,000.	\$15,000.00	\$15,000.00	\$30,000.00
Co-Director: Annual Salary \$110,000. Requesting 9.0909% of salary for 24 months, or \$20,000.	\$10,000.00	\$10,000.00	\$20,000.00
Co-Director: Annual Salary \$110,000. Requesting 9.0909% of salary for 24 months, or \$20,000.	\$10,000.00	\$10,000.00	\$20,000.00
Senior Accountant: Annual Salary \$95,000. Requesting 10.5263% of salary for 18 months, or \$15,000.	\$5,000.00	\$10,000.00	\$15,000.00
Youth Services Manager: Annual Salary \$80,000. Requesting 25% of salary for 24 months, or \$40,000.	\$20,000.00	\$20,000.00	\$40,000.00
Youth Prevention Coordinator: Annual Salary \$65,000. Requesting 100% of salary for 24 months.	\$65,000.00	\$65,000.00	\$130,000.00
Youth Engagement Specialist: Annual Salary \$55,000. Requesting 100% of salary for 24 months.	\$55,000.00	\$55,000.00	\$110,000.00
Youth Engagement Specialist: Annual Salary \$55,000. Requesting 100% of salary for 24 months.	\$55,000.00	\$55,000.00	\$110,000.00
Behavioral Health Therapist: Annual Salary \$68,000. Requesting 100% of salary fro 24 months.	\$68,000.00	\$68,000.00	\$136,000.00
	<b>\$69,960.00</b>	<b>\$71,060.00</b>	<b>\$141,020.00</b>
Vice President: 22% of salary	\$3,300.00	\$3,300.00	\$6,600.00
Chief Financial Officer: 22% of salary	\$3,300.00	\$3,300.00	\$6,600.00
Co-Director: 22% of salary	\$2,200.00	\$2,200.00	\$4,400.00
Co-Director: 22% of salary	\$2,200.00	\$2,200.00	\$4,400.00
Senior Accountant: 22% of salary	\$1,100.00	\$2,200.00	\$3,300.00

## EXHIBIT A

Youth Services Manager: 22% of salary	\$4,400.00	\$4,400.00	\$8,800.00
Youth Prevention Coordinator: 22% of salary	\$14,300.00	\$14,300.00	\$28,600.00
Youth Engagement Specialist: 22% of salary	\$12,100.00	\$12,100.00	\$24,200.00
Youth Engagement Specialist: 22% of salary	\$12,100.00	\$12,100.00	\$24,200.00
Behavioral Health Therapist: 22% of salary	\$14,960.00	\$14,960.00	\$29,920.00
<b>3.) Travel</b>	<b>\$2,500.00</b>	<b>\$2,500.00</b>	<b>\$5,000.00</b>
Mileage	\$2,500.00	\$2,500.00	\$5,000.00
<b>4.) Program Supplies/Materials (provide a moderate level of explanation in SOW)</b>	<b>\$39,570.91</b>	<b>\$30,500.00</b>	<b>\$70,070.91</b>
Food (limited to 5% of total request)	\$7,500.00	\$7,500.00	\$15,000.00
Laptop Computers (\$1,250 each * 4 new hires)	\$5,000.00	\$0.00	\$5,000.00
Office Supplies	\$7,000.00	\$3,000.00	\$10,000.00
Materials / Curricula	\$2,500.00	\$2,500.00	\$5,000.00
Participant Incentives	\$5,070.91	\$5,000.00	\$10,070.91
Marketing & Outreach Materials	\$10,000.00	\$10,000.00	\$20,000.00
Copy / Printing	\$2,500.00	\$2,500.00	\$5,000.00
<b>6.) Contract</b>	<b>\$15,000.00</b>	<b>\$15,000.00</b>	<b>\$30,000.00</b>
Consultants	\$15,000.00	\$15,000.00	\$30,000.00
<b>7.) Other Direct Cost</b>	<b>\$11,000.00</b>	<b>\$11,000.00</b>	<b>\$22,000.00</b>
Professional Development	\$6,000.00	\$6,000.00	\$12,000.00
IT / Communication	\$5,000.00	\$5,000.00	\$10,000.00
<b>8.) Indirect costs</b>	<b>\$45,603.09</b>	<b>\$45,306.00</b>	<b>\$90,909.09</b>
Administrative Costs (de minimis 10%)	\$45,603.09	\$45,306.00	\$90,909.09
<b>TOTAL:</b>	<b>\$501,634.00</b>	<b>\$498,366.00</b>	<b>\$1,000,000.00</b>

## EXHIBIT A

### **GOALS:**

Program Goals and Outcomes (Please use a SMART goal format (Specific, Measurable, Attainable, Relevant, Time-Bound))

Programs must identify at least three measurable outcome goals, and at least one outcome goal must be focused on social emotional learning (SEL).

(SEL example: changes in behavior, attitude, skills, knowledge) and one program attendance goal

(Example: At least 75 youth will attend 60+ days of the school year program).

<b>Program Name/Area</b>		
<b>Goal</b>	<b>Measurement</b>	<b>Timeline</b>
<b>Provide culturally and linguistically responsive trauma informed services for at least 150 youth in Denver.</b>	Program registration, attendance logs	Throughout the duration of the project period
<b>At least 70% of youth engaged in therapy will self-report a reduction in symptom severity as measured by the DSM-5 Cross-cutting Symptom Measure.</b>	DSM-5 Cross-cutting Symptom Measure	Throughout the duration of the project period
<b>At least 70% of youth clients will report increased trust, satisfaction, and comfort with care.</b>	client satisfaction surveys	Throughout the duration of the project period
<b>At least 70% of youth clients will report an increase in cultural and community connections</b>	client satisfaction surveys	Throughout the duration of the project period
<b>At least 70% of youth clients will report increased resilience and ability to cope with challenges.</b>	client satisfaction surveys	Throughout the duration of the project period

## EXHIBIT A

### Compliance & Reporting Requirements

#### General Requirements:

- 1) All modifications to the services and/or budget that exceeds 5% in change to any line item must be pre-approved in writing by the Office of Children's Affairs
- 2) Funds must be used to support direct program services as outlined in the RFP
- 3) Funding is intended to serve as a supplement, to support keeping doors open for programs by and/or increase/expand existing programming, not to supplant other funding sources.
- 4) Programs that are not licensed by the Colorado Department of Human Services must meet Minimum Safety Requirements as outlined in Appendix E of the RFP.
- 5) Programs must ensure all direct service staff participate in the State's Mandatory Reporter Training.
- 6) Programs serving Denver Public School students must provide evidence of an active DPS Partnership Agreement and are highly encouraged to have a DPS Data Sharing Agreement and download reports to use applicable data points as part of its reporting.
- 7) Organizations must ensure its DAAconnect profile is kept up-to-date so current activities are visible on the [Youth Program Locator](#) if applicable.
  - Organizations may be required to meet with an Office of Children's Affairs representative to debrief, share lessons learned about process, programming impact, etc.
  - Organizations will be required to host one site visit for Office of Children's Affairs staff each year.
  - Organizations are expected to display signage and/or online banners noting that the program receives funding from the Office of Children's Affairs. The City will provide electronic files that can be printed and/or displayed on websites and other materials.

#### Data Tracking/Reports/Surveys:

- 1) For each site, programs must electronically track individual attendance for unduplicated students to include the following data:
  - a) DPS student ID (DPS student ID is not available for a participant, a unique identifier may be assigned instead)
  - b) Number of days attended
  - c) Unduplicated and daily attendance
  - d) First name
  - e) Last name
  - f) Date of birth
  - g) Race and Ethnicity
    - i) Asian, Black/African American, Hispanic/Latinx, Native American or Alaska Native, Native Hawaiian or Pacific Islander, White, Two or more races, Decline to Answer
  - h) Gender identity
    - i) Male, Female, Gender non-conforming, Data not collected
  - i) Require parental consent to share data with the City and its partners for evaluation purposes.
  - j) Track the overall number hours, days, and weeks the program is offered. Attendance data must be uploaded by spring, summer, fall to DAAconnect.
- 2) **Data Collection Waivers for Inclusion in Youth Registration Packets if Organization is not using DAAconnect to register students:**
  - **Sharing Data with the City and County of Denver**



## EXHIBIT A

I give permission to the Organization to release my Child's identifying information (first name, last name, date of birth, and student ID), attendance records, grades, survey responses and state assessment test (or other test) scores to the City and County of Denver, for the purposes of evaluating the success of the programs and to improve services for my Child.

I Agree: YES NO

- **Data Collection - Survey Data**

I give permission for my Child to respond to surveys that assess my Child's experience with the Organization and provide feedback on programs to gauge if programs are providing a positive impact on my child's school performance and behavior.

I Agree: YES NO

- **Data Collection - Data Retention**

My child's information will be retained for no more than five years and will be used to evaluate the success of the program. My child's information will be kept confidential, de-identified to the extent possible, and be protected by law and industry standards. My authorization expires in five years but may be revoked or modified by me by contacting the organization at any time. My child's participation in this program is not conditional to my signing this waiver.

I Agree: YES NO

### Office of Children's Affairs Contacts:

- Maxine Quintana – Program Manager (Out of School Time)  
[Maxine.quintana@denvergov.org](mailto:Maxine.quintana@denvergov.org)  
 303-349-5356 (cell)  
 [contact for OST program-related questions or budget modifications exceeding 5% of total award]
- Valerie Gonzales – Program Manager/Director (Youth Violence Prevention)  
[Valerie.gonzales2@denvergov.org](mailto:Valerie.gonzales2@denvergov.org)  
 303-434-8605  
 [contact for YVP program related questions or budget modifications exceeding 5% of total award]
- Felicia Rodriguez - Youth Violence Prevention Program Manager  
[Felicia.Rodriguez@denvergov.org](mailto:Felicia.Rodriguez@denvergov.org)  
 720-913-0885  
 [contact for YVP program related questions or budget modifications exceeding 5% of total award]
- Terra Swazer – Contract Administrator  
[Terra.swazer@denvergov.org](mailto:Terra.swazer@denvergov.org)  
 720-913-0878  
 [contact for contract and invoicing related questions or budget modifications less than 5% of total award]
- Dominic Diaz – Contract Compliance Coordinator  
[Dominic.diaz@denvergov.org](mailto:Dominic.diaz@denvergov.org)  
 720-913-0915  
 [contact for contract or invoice related questions]

## EXHIBIT A

### Denver Afterschool Alliance Contacts:

- **DAAlearn & DAAadvocate**  
[info@daalearn.org](mailto:info@daalearn.org)  
(720) 201-8083  
[contact for information on DAA's Quality Counts System and summer evaluation]
  
- **DAAconnect**  
[DAAconnect@denvergov.org](mailto:DAAconnect@denvergov.org)  
(720)-201-6313  
[contact for information on the Youth Program Locator and reporting in DAAconnect]





### Exhibit C

OMB Approved No.:1505-0271  
Expiration Date: 11/30/2021

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

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

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

Recipient:

\_\_\_\_\_  
Authorized Representative:  
Title:  
Date signed:

U.S. Department of the Treasury:

\_\_\_\_\_  
Authorized Representative:  
Title:  
Date signed:

#### PAPERWORK REDUCTION ACT NOTICE

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

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

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
  - a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.

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

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

16. Protections for Whistleblowers.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

City and County of Denver  
Recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.