

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter, the "**City**"), and **MI CASA RESOURCE CENTER**, a Colorado non-profit corporation with a business address of 345 South Grove Street, Denver, Colorado 80219 (the "**Contractor**"). The City and Contractor are collectively referred to as the "Parties."

### WITNESSETH:

**WHEREAS**, the Parties entered into that certain agreement dated **October 7, 2021**, regarding, among others, the serving of individuals who have been adversely and disproportionately affected by COVID-19 (the "Agreement");

**WHEREAS**, rather than enter into a new contract, the Parties desire to revise and amend the term of the Agreement, amend the amount payable under the Agreement, as well as add and/or revise certain exhibits and references in the Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

**1.** Article 2 of the Agreement entitled "**TERM**" is hereby amended in its entirety by deleting it and replacing it with the following:

**"2. TERM:** The Agreement will commence on **September 1, 2021** and will expire on **June 30, 2023** (the "Term"). Subject to the Director's (as defined in Paragraph 3, below) 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 Director."

2. Articles 5A through 5E.1 of the Agreement under the heading “**COMPENSATION AND METHOD OF PAYMENT**” are hereby amended by deleting them in their entirety and replacing them with the following:

**“5. COMPENSATION AND METHOD OF PAYMENT:**

**A. Budget:** The City shall pay and the Contractor shall accept as the sole compensation for Services rendered, performance measures achieved, and costs incurred under the Agreement in accordance with the budget contained in **Exhibit B-1**. The Contractor certifies the budget line items in **Exhibit B-1** contain reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R. 200, Subpart E.

**B. Reimbursable Expenses:** Except as set forth on **Exhibit B-1**, there are no reimbursable expenses allowed under the Agreement.

**C. Invoices:**

**1)** Contractor shall provide the City with periodic invoices in a format and with a level of detail acceptable to the City in accordance with **Exhibit B-1**. Contractor’s invoices must identify reasonable allowable direct costs and allocable indirect costs actually incurred in accordance with the budgeted categories and amounts contained in **Exhibit B-1**. The amounts invoiced by Contractor will be payable upon receipt and acceptance of designated work product as set forth herein and as fully documented by Contractor’s periodic invoice. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only, for work performed during the prior month. Invoices submitted for Services rendered that are submitted after such deadline are considered to be untimely and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Contractor’s invoices will set forth

the methodology used to determine costs for Services invoiced. The City will have the right to dispute, and withhold payment for, any invoice that does not contain a sufficient statement of Contractor's methodology used to determine costs for Services invoiced.

**2)** Contractor must not allocate costs billed to this Agreement to another Federal award unless the City notifies the Contractor in writing that that the City has shifted costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of an applicable Federal award. 2 C.F.R. 200.405(c).

**3)** Each invoice requesting payment under this Agreement will contain the following certification, signed by an official who is authorized to legally bind the Contractor, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that this invoice is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of an applicable Federal award or the Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

**4)** Contractor must not allocate costs billed to this Agreement to another Federal award unless the City notifies the Contractor in writing that that the City has shifted costs that are allowable under two or more Federal awards in accordance with existing Federal statutes,

regulations, or the terms and conditions of an applicable Federal award. 2 C.F.R. 200.405(c).

**5)** Each invoice requesting payment under this Agreement will contain the following certification, signed by an official who is authorized to legally bind the Contractor, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that this invoice is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of an applicable Federal award or the Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

**D. Budget modifications:** Budget line items may only be modified by the written approval of the Director or the Director's designee if, in the sole judgment of the Director or the Director's designee, such modification is **reasonable** and appropriate. However, such budget modifications will not alter the Maximum Contract Amount. Any modification to **Exhibit A-1** or **Exhibit B-1** shall not take effect until approved in writing. Any modification to **Exhibits A-1** and/or **B-1** respectively, agreed to by the Parties that requires an increase in the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by both Parties in the same manner as this Agreement.

**E. Maximum Contract Amount:**

**1)** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will

not exceed **FIVE HUNDRED SIXTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$568,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments to this Agreement for any further services, including any Services, performed by Contractor beyond that specifically described in **Exhibit A-1**. Any services performed beyond those in **Exhibit A-1** are performed at Contractor's risk and without authorization under the Agreement.

**3.** Article 27Q of the Agreement sub headed "**Pass Through of City Obligations Pursuant to the Applicant Verification Statute**" under the major heading "**COMPLIANCE WITH APPLICABLE LAWS**" is hereby amended by deleting it in its entirety and replacing it with the following:

**"Q. Pass Through of City Obligations Pursuant to the Applicant Verification Statute:**

**1.** This Agreement is subject to 8 U.S.C. § 1611 et seq., C.R.S. §§ 24-76.5-103, and 24-76.5-101(3), all applicable federal laws, and any state or federal rules adopted pursuant thereto, as now existing or as hereafter amended. Compliance by the Contractor is expressly made a contractual condition of this Agreement.

**2.** The Contractor shall verify the lawful presence in the United States, of each natural person eighteen (18) years of age or older (the "Applicant"), who applies for Federal Benefits ("Benefits") conferred pursuant to this Agreement as required under applicable Federal and/or State Law. The Contractor shall require the Applicant and its agents to comply with the verification of lawful immigrant presence in the United States. Any expenditure by the Contractor in violation of this provision, or any related federal or state

laws, rules, or regulations are unauthorized expenditures subject to reimbursement.”

**4.** Effective upon execution, all references to Exhibit A and Exhibit B in the Agreement shall be amended henceforth to read as **Exhibit A-1** and **Exhibit B-1** respectively, and as applicable.

**5.** **Exhibits A-1** and **B-1** are attached and incorporated herein by reference.

**6.** Effective upon execution, **Exhibit E**, dated August 24, 2022 and attached hereto, shall replace, supersede, and serve as the Agreement’s **Exhibit E** over the previously attached Exhibit E, dated July 14, 2021.

**4.** Effective upon execution, all references in the Agreement to **Exhibit F** titled the “WIOA Immigration Verification Affidavit” shall be amended henceforth to delete all such references. The removal and deletion of the references to Exhibit F as previously referenced in the Agreement does not absolve Contractor of complying with the terms and conditions of Article 27Q of the Agreement.

**5.** Effective upon execution, **Exhibit G** of the Agreement titled “HIPAA/HITECH Business Associate Terms” shall replace, supersede, and serve as the Agreement’s **Exhibit F** over the previously attached Exhibit F.

**6.** The substituted **Exhibit F** is attached and incorporated herein by reference.

**7.** Effective upon execution, **Exhibit H** of the Agreement titled “Coronavirus Local Fiscal Recovery Fund Award” shall replace, supersede, and serve as the Agreement’s **Exhibit G** over the previously attached Exhibit G.

**8.** The substituted **Exhibit G** is attached and incorporated herein by reference.

**9.** Except as amended here, the Agreement is affirmed and ratified in each and every particular.

**10.** This Amendatory Agreement is not 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 City Council.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** OEDEV-202264460-01/OEDEV-202160434-01  
**Contractor Name:** MI CASA RESOURCE CENTER

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_



**Contract Control Number:**  
**Contractor Name:**

OEDEV-202264460-01/OEDEV-202160434-01  
MI CASA RESOURCE CENTER

By: DocuSigned by:  
*Angeles Ortega*  
4055960D774E467... \_\_\_\_\_

Name: Angeles Ortega  
(please print)

Title: Chief Executive Officer  
(please print)

ATTEST: [if required]

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

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

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

**Scope of Services  
Stimulus Innovation Grant Service Provider  
City and County of Denver Economic Development & Opportunity  
And Mi Casa Resource Center  
September 1, 2021 through June 30, 2023  
AMENDMENT-01 EFFECTIVE July 1, 2022**

**Federal Award ID (FAIN) #:** SLFRP0126  
**Federal Award Date:** July 1, 2021  
**Federal Awarding Agency:** U.S. Department of Labor / ETA  
Division of Federal Assistance  
200 Constitution Avenue NW-Room N-4716  
Washington DC 20210

**Pass-Through Entities:** City & County of Denver  
Denver Economic Development & Opportunity (DEDO)  
101 W. Colfax Ave Suite 850 Denver CO 80202

**Awarding Official:** State of Colorado – Division of Employment & Training  
633 17<sup>th</sup> Street, 7<sup>th</sup> Floor, Denver CO 80202-3627

**Pass-Through DUNS #:** 034108758 (DEDO)

**Subrecipient DUNS #:** 108490483  
**CFDA:** 21.027  
**Total Federal funds obligated to subrecipient** \$568,000.00  
**Total amount of Federal Award** \$3,358,814.00

**1.0 Introduction**

**1.1** This scope of service outlines Program, Administrative, and other requirements that must be satisfied by Mi Casa Resource Center Services Provider, hereinafter referred to as the “Sub-recipient”, receiving funds from the City and County of Denver Economic Development & Opportunity (DEDO) on behalf of the Denver Workforce Services (DWS) to operate programs as prescribed by the Colorado Department of Labor & Employment (CDLE) Innovation Grant. This contract is not for research and development.

**1.2** As policies and/or procedures are revised or updated, DEDO-DWS will release formal notification and policies electronically. DEDO-DWS will develop policies in alignment with state and federal requirements and will work with sub-recipient to develop procedures. It is expected that the sub-recipient will provide procedure drafts or input within specified timeframe as requested by DEDO-DWS.

**1.3** The Sub-recipient shall be prepared to expand or reduce the delivery of services to businesses and job seekers if there are increases or reductions and/or changes in

project services or scale are required due to actual funding allocations throughout the contract's term.

**1.4** For the purposes of this agreement, this Service Provider is considered a "Sub-recipient" and the following reference from the Uniform Guidance Circular is applicable:

- 1.4.1 The non-Federal entity may concurrently receive Federal awards as a recipient, a sub-recipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities.
- 1.4.2 Subaward means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. 2 CFR §200.92
- 1.4.3 Characteristics that support the classification of the non-Federal entity as a sub-recipient include when the non-Federal entity:
  - a. Determines who is eligible to receive what Federal assistance;
  - b. Has its performance measured in relation to whether objectives of a Federal program were met;
  - c. Has responsibility for programmatic decision making;
  - d. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
  - e. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.
- 1.4.4 Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward 2CFR §200.22
- 1.4.5 Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:
  - a. Provides the goods and services within normal business operations;
  - b. Provides similar goods or services to many different purchasers;
  - c. Normally operates in a competitive environment;
  - d. Provides goods or services that are ancillary to the operation of the Federal program; and

- e. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirement may apply for other reasons. 2CFR §200.330

The sub-recipient will adhere to the outcomes as listed below:

<b>Year 1</b>	<b>9/1/21 – 11/30/21 Q1</b>	<b>12/1/21 – 2/28/22 Q2</b>	<b>3/1/22 – 5/31/22 Q3</b>	<b>6/1/22 – 8/31/22 Q4</b>	<b>Total</b>
<b>Program Enrollments</b>	New: 30	New: 30 Total: 60	New: 60 Total: 120	New: 10 Total: 130	<b>130</b>

<b>Year 2</b>	<b>9/1/22 – 11/30/22 Q1</b>	<b>12/1/22 – 2/28/23 Q2</b>	<b>3/1/23 – 5/31/23 Q3</b>	<b>6/1/23 – 6/30/23 Q4</b>	<b>Total</b>
<b>Program Enrollments</b>	New: 20	New: 30 Total: 50	New: 30 Total: 80	New: 2 Total: 82	<b>82</b>

Quarterly benchmark numbers are cumulative and serve as a guide towards progress of total goal. Enrollment numbers are dependent upon funding guidelines under Innovation Grant. Program Service delivery outcomes must be completed by 6/30/23.

## 2.0 Provider Roles and Responsibilities

### 2.1 Responsibilities and Requirements for Sub-recipient Financial Monitoring

- 2.1.1 Federal guidelines require that all recipients of federal funds authorized under the Innovation Grant be subject to financial monitoring to ensure that adequate financial controls are in place. When certain criteria are met, the contracted party is considered a “Sub-recipient” and must comply with all federal and state laws, rules and regulations that the LWDA is subject to (2 CFR §200.330).
- 2.1.2 The Sub-recipient is responsible for oversight of the operations of the Federal award supported activities. The Sub-recipient must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the Sub-recipient must cover each program, function, or activity.
- 2.1.3 Additionally, the Sub-recipient will be monitored by DEDO-DWS to ensure that the sub award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the sub award; and that the sub award performance goals are achieved.
- 2.1.4 At a minimum, the Sub-recipient monitoring shall include:

- a. Reviewing financial and performance reports required by the pass-through entity.
- b. Following-up and ensuring that the Sub-recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Sub-recipient from the pass-through entity detected through audits, on-site reviews, and other means.
- c. Issuing a management decision for audit findings pertaining to the Federal award provided to the Sub-recipient from the pass-through entity as required by §200.521 Management decision.

### **3.0 Relationship with the DEDO-DWS**

To ensure the best possible performance of the Denver Workforce system in Denver County, and to derive a maximum return on public investment, the DEDO-DWS intends to support the Sub-recipient by providing certain services and supports.

**3.1** The DEDO-DWS shall provide the Sub-recipient with the following at minimum but not limited to:

- a. Orientation to federal, state and local policies and procedures;
- b. Ongoing training on the Connecting Colorado data collection procedures as needed;
- c. Training regarding DEDO policies/procedures related to Innovation Grant funding as determined necessary by DEDO and/or requested by sub-recipient;
- d. Technical assistance, including information on best practices, and assistance in implementing effective management practices, customer service practices, etc.;
- e. Collaboration with DEDO-DWS Employer Services team which can include technical assistance, job fairs, customized recruitments, incumbent worker training and other services as deemed necessary;
- f. Labor market information (LMI);
- g. Support from DEDO-DWS Education services team including Career Pathways Information and workshops, information and evaluation of training program providers.
- h. Ongoing responsive support;
- i. Opportunities to share successful practices and discuss issues with other contracted service providers and partners; and
- j. The Sub-recipient shall be required to participate in technical assistance and training as designated by DEDO-DWS throughout the term of this contract.

### **4.0 Relationship with Required Partners and Denver Workforce System Integration**

The Sub-recipient shall work in collaboration with DEDO-DWS and the One-Stop Operator to coordinate the delivery of Pandemic Response and Workforce Services among the various community partner agencies.

**4.1** To achieve the goal of seamless service delivery to eligible job seekers and businesses, the Sub-recipient may be required to work in coordination with the Denver Workforce system network and its mandated partners, which include:

- a. Programs under Title I of including Adults, Dislocated Workers, Youth, Job Corp, YouthBuild, Native American programs and migrant and seasonal farmworker programs;
- b. Employment services under the Wagner-Peyser Act;
- c. Adult education and literacy services under Title II of ;
- d. Vocational Rehabilitation program authorized under Title I of the Rehabilitation Act of 1973;
- e. Career and Technical Education Programs at the post-secondary level authorized under the Carl Perkins Career and Technical Education Act of 2006;
- f. Jobs for Veterans State grant programs;
- g. Employment and training activities carried out under the Community Service Block Grant;
- h. Employment and training activities carried out by the Department of Housing and Urban Development;
- i. Programs authorized under State unemployment compensation laws;
- j. Programs under the Second Chance Act of 2007; and
- k. Temporary Assistance for Needy Families (TANF) authorized under part A of the Social Security Act.

## **5.0 Denver Workforce System Coordination**

**5.1** The Sub-recipient shall coordinate services across the system and with partner agencies; such services include the following:

### **5.1.1 Collaborative Partnership**

- a. The Sub-recipient must actively participate in work teams organized by the One-Stop Operator and/or DEDO-DWS with vendors, and other required partners as well as center level meetings with co-located partners These partnerships may also include collaboration with other Colorado Workforce Development Boards and other discretionary grants and local/regional partnerships. These partnerships are designed to provide coordinated responses to businesses and job-seekers and improve overall services to customers.

### **5.1.2 Referrals**

- a. The Sub-recipient shall make referrals to other DEDO-DWS grant recipients across the Denver Workforce System and/or other qualified agencies or mandated partners deemed necessary for the job-seekers' development.

## **6.0 Program Service Delivery and Customer Flow**

**6.1** The Sub-recipient shall continue to enhance Denver's workforce development system by focusing on a fully coordinated and integrated customer service strategy, which

utilizes a strengths-based engagement approach. This model requires integration of the Customer Pool to ensure that all job-seekers flow seamlessly into the workforce system with a single point of entry and share a standardized common service flow.

- 6.1.1 This funding helps support individuals who have been economically impacted by the Covid-19 pandemic as defined in PGL GRT-2021-01 and PGL GRT 2021 02. The Service Provider will submit a sustainability plan statement to DEDO outlining how they will continue their project after the grant term expires. Sustainability plan shall be submitted to DEDO no later than September 30, 2022

## **6.2 Program Components**

- 6.2.1 Colorado's unemployment rate remains higher than pre-COVID levels, and the impacts of low-quality jobs and demands for skilled workers create stress within the labor market. The 2020 Colorado Talent Pipeline Report highlights impacts of the pandemic, top jobs and in-demand credentials, and discusses the plan for recovery in 2021. The purpose of these funds is to invest in the talent development of jobseekers through Reskilling, Upskilling, and Next-Skilling Colorado workers.
- 6.2.2 As defined in Policy Guidance Letter # GRT-2021-02 and DEDO-DWS policy and procedures funding is available for activities such as career counseling, career and academic exploration and planning, tuition, program implementation and administration, including staff time for reporting activities and staff training to support implementation; and more. This funding will support reskilling, upskilling, and next-skilling workers who lost employment or have remained unemployed due to the COVID-19 public health emergency and its negative economic impacts, with a focus on providing short-term training to obtain an industry-recognized certificate and related services, that will aid unemployed workers, including those from communities disproportionately impacted by the public health emergency.
- 6.2.3 Program implementation and administration, including staff time, reporting activities and staff training to support implementation.
- 6.2.4 Funds must be used in compliance with all applicable federal requirements, including but not limited to requirements and deadlines associated with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund.

## **6.3 Participant Eligibility**

- 6.3.1 Contractor shall follow eligibility guidelines as defined in Policy Guidance Letter (PGL) # GRT-2021-02 and DEDO-DWS policy and procedures.

- a. The Sub-recipient will verify program eligibility prior to program enrollment in accordance with WIG funding guidelines. Documentation verifying eligibility for all programs must be collected within the timeframes required by State and local requirements. Eligibility documentation must be obtained and retained electronically in the state system, Connecting Colorado.
- b. Eligible individuals must be age 16 or older and (currently or previously) economically impacted by the COVID-19 pandemic. This includes individuals who experienced household income loss or job loss since March 2020, additional household expenses, including the inability to access or continue education or training due to the COVID-19 pandemic. Participant eligibility may be self-attested. If self-attestation is verbal and the area does not provide the client check-box associated with the individual's name, a C-Note may be used to document the attestation alongside client contact information.
- c. Individuals must attest to the following statement approved by the Governor's Office:
  - i. "I attest that I have experienced an economic loss due to the COVID-19 pandemic, such as lost or adverse changes in employment, increased food or housing insecurity, was formerly incarcerated, had to withdraw from college after March 13,2020, or suffered another form of economic loss."
- d. Veterans Priority of Service is not required. **Stimulus programs also do not require verification of lawful presence.**
- e. Afghan refugees are not eligible for this program because their current situation is not attributable to the COVID-19 pandemic. An individual is not eligible for this program due to leaving employment or being terminated because of COVID-19 vaccine requirements.

6.3.2 The Sub-recipient will verify program eligibility prior to program enrollment in accordance with the Innovation Grant funding guidelines. Documentation verifying eligibility for all programs must be collected within the timeframes required by State and local requirements. Eligibility documentation must be obtained and retained electronically in the state system, Connecting Colorado.



## **7.0 Program Enrollment, Documentation, and Exits**

### **7.1 Tracking in Connecting Colorado:**

- 7.1.1 Connecting Colorado is the database of record for this program. Program participants must be registered in Connecting Colorado under Program Code as defined through PGL # GRT-2021-02. All services must be entered using existing service codes in Connecting Colorado. The credentials earned are required for each participant.
- 7.1.2 Contractor shall follow case file requirements and exit guidelines as defined through PGL # GRT-2021-02 and/or DEDO-DWS guidance, policy and procedures.

### **7.2 Orientation, Assessment, and Suitability**

- 7.2.1 Initial assessment of the customer's needs and barriers that includes, but is not limited to: assessment of skill levels, aptitudes, abilities (including skills gaps), supportive service needs, motivation, desire, and availability for work. Completion of individual service codes to be captured and documented in Connecting Colorado.

## **8.0 Performance Management and Outcomes**

### **8.1 Performance Outcomes and Benchmarks**

- 8.1.1 The Sub-recipient will be evaluated on outcomes for services provided to participants, program compliance audits, enrollments, capacity level, placements in unsubsidized employment, quality review assessment, case notes, and successful execution of assigned special projects, as well as, additional information on the number of referrals to training, and the negotiated loading plan.
- 8.1.2 In addition, the following benchmarks will be monitored and evaluated as part of future funding recommendations:
  - a. Expenditure rates
  - b. Three Part Program Cost Breakdown
    - i. Direct cost to customer
    - ii. Admin/Oversight (management)
    - iii. Program Delivery (case managers)
    - iv. Programmatic compliance

### **8.1.3 Grant Performance Measures**

The Innovation Grant funding has specific targets for some performance measures. Other measures will be tracked to set a baseline for future programs.

Total Participants Served	
# Of Credentials Earned	TBD
# Of Short-term Training Completions	TBD
Employment Rate - 2nd Quarter after Exit	TBD
Employment Rate - 4th Quarter after Exit	TBD

**MCRC Performance Measures:**

Total Participants Served (Includes 60 participants to be served by Spring Institute)	212
# Of Credentials Earned	123
# Of Short-term Training Completions	70
Employment Rate - 2nd Quarter after Exit	52
Employment Rate - 4th Quarter after Exit	41

**Additional MCRC metrics:**

- a. 35 will earn Postsecondary Credit (via Prior Learning Assessments)
- b. 40 will enter a postsecondary track
- c. 19 will complete a credential or will be on track
- d. 36 will increase hourly wage by at least 20% from enrollment to employment placement
- e. 24 will increase a yearly wage by at least 20% from enrollment to employment placement

**Spring Institute Performance Measures:**

Total Participants Served	60
# Of Short-term Training Completions	30

**Additional Spring Institute metrics:**

50% will increase ABE/GED/ESL/Digital Literacy Skills

**8.1.4 Periodic Reporting and Meetings**

- a. The Sub-recipient must comply with all Local, State and Federal reporting requirements.
- b. As required by the DEDO-DWS, the Sub-recipient shall document, record, and report actual outcomes on a monthly basis, and provide timely and accurate monthly reports in the format designated by the DEDO-DWS. The Sub-recipient is required to complete a quarterly report with success stories and will be required to assist in the

completion of other reports as designated by the DEDO-DWS, CDLE or CWDC.

- c. The Sub-recipient is also required to have staff representation at all administrative meetings and staff training workshops as determined by the DEDO-DWS.
- d. The DEDO-DWS will hold monthly/quarterly review meetings with the Sub-recipient to review progress toward planned versus actual benchmarks.
- e. Ad hoc and periodic reports will be required and should be anticipated.
- f. The Sub-recipient must have skilled and/or trained staff who will design and/or maintain an information system that will provide data on who is served (i.e. customer demographic information), when and how they are served (i.e. service delivery information) and the outcomes achieved (i.e. performance data).
- g. The Sub-recipient will be continually evaluated based on their performance on the CDLE performance measures and the DEDO-DWS benchmarks. This progress will be reviewed at Monthly TA meetings. In the event that the Sub-recipient is failing to meet benchmarks they shall submit corrective action plans or participate in training or technical assistance meetings. The Sub-recipient will present progress toward benchmarks at select Workforce Development meetings.
- h. Sub-recipient contract renewals will be largely based on achievement of benchmarks. The DEDO-DWS also reserves the right to impose additional conditions and/or restrictions on the contract award, implement probationary periods, undertake any other corrective action, reduce funding or end contracts based on poor performance on any of the benchmarks.

#### 8.1.5 Reporting Requirements

Where required or permitted by law or regulations, the DEDO-DWS reserves the right to add, remove or change measures, targets, conditions, reporting deadlines, or restrictions as it deems reasonable.

The sub-recipient must report the below quarterly performance information to DEDO designated staff:

- a. total participants served;
- b. total number of participants beginning education/training activities;
- c. total number of participants completing education/training activities;
- d. total number of participants that complete education/training activities that receive a degree or certificate, to include type of degree/certificate, and industry;

- e. total number of participants that complete education/training activities that are placed into unsubsidized employment to include wages, employer, and position
- f. Participant success stories as applicable

Reporting Period	Report Due to DEDO	DEDO Report Due to State
7/1/21 - 12/31/21		
1/1/22-3/31/22		
4/1/22 - 6/30/22	7/1/22	7/7/22
7/1/22 - 9/30/22	10/3/22	10/7/22
10/1/22 - 12/30/22	1/2/23	1/6/23
1/1/23 - 3/31/23	4/3/23	4/7/23
4/1/23 - 6/30/23	7/3/23	7/7/23

#### 8.1.6 Financial Reporting

The sub-recipient will submit expenditures each month using standard fiscal reporting procedures.

### 9.0 Program Staffing

**9.1** The Sub-recipient should provide continuous career coaching and planning services to registered job-seekers.

**9.2** DEDO-DWS has set up minimum skill and duties for workforce navigators within the system as noted below:

- a. Ongoing regular contact with the customer on all aspects of their workforce development needs. This should be documented in the participant tracking system of record.
- b. Active participation must be documented and supported with appropriate services.
- c. Customer contact must be completed on a regular basis and case notes must be written at every point of contact relating to the participant's goals and services provided.
- d. Coordination of services for each participant with mandated program partners, including referrals to other workforce development system partners or other service providers and mentoring and counseling programs. The coordination of service delivery by all providers involved shall be documented in the participant's case file.
- e. Provision of educational, job development, job placement and job retention services.
- f. Quality referrals for job order; including professionally prepared resumes and materials.
- g. Workforce development technology systems to track services used by the participant and to provide the participant with information on growth industries in the Denver metro area and training provider performance. These technologies will include Connecting Colorado, and/or any other DEDO-DWS system of record.

- h. Refer participants for ancillary services as appropriate.

### **9.3 Knowledge and Skills**

9.3.1 As mentioned above, in order to effectively provide the range of services that will be required, staff should develop certain additional skill sets and knowledge.

9.3.2 These skills and knowledge include, but are not limited to:

- a. Knowledge of Innovation Grant guidelines and DEDO-DWS policies and procedures;
- b. A high level of command over caseload composition, status, and entry/exit needs;
- c. Knowledge of the various barriers to employment that job-seekers may face to assist job-seekers in overcoming those barriers, including supportive services;
- d. The ability to navigate the respective system of record and any other technology required for successful program management;
- e. The ability to use all available resources to achieve the employment and employment-related outcomes;
- f. Knowledge of local labor market data and/or knowledge of resources informing local labor market data;
- g. Knowledge of community resources and the ability to refer and link participants with necessary services;
- h. Clear understanding of the customer's right to confidentiality; that all information provided remains confidential and should not be released to employers or other service providers without consent from the customer or his/her legal guardian; and

#### **9.3.3 Business Services**

- a. The sub-recipient will conduct employer outreach to develop job placements for participants. They may also hold focused hiring events for participants, virtual hiring events, and may also develop work-based learning interventions to ensure participants are gaining industry recognized skills and credentials.

#### **9.3.4 Supportive Services**

- a. The grant may supplement allowable supportive services funding by providing support services, as needed and reasonable, to support the success and outcomes of program participants. For participants requiring supportive services, local areas will provide services when possible and as participants are eligible.

### **9.4 Staff Training and Professional Development Plan**

9.4.1 The Sub-recipient may provide different methods of professional development and ongoing training for their staff. The Sub-recipient is expected to provide staff with opportunities for continuous development of skills related to Innovation Grant funding services. The format may be third-party training, in-house training provided by the agency, training

provided by the DEDO-DWS or any combination; the specific skills focused on, the curriculum and delivery methods are choices of the agency. The Sub-recipient must participate in the DEDO-DWS sponsored professional development activities as applicable.

#### 9.4.2 **Staff Orientation and Onboarding**

- a. The Sub-recipient is expected to provide orientation for those newly hired to deliver Innovation Grant funding services. Such orientation should include overview of Innovation Grant funding services; overview of relationship between the Sub-recipient, the DEDO-DWS, mandated partners; basic skills and best practices for service delivery; and other topics as indicated at any point by the DEDO-DWS.

#### 9.4.3 **Staff Retention**

- a. Since staff quality has a significant impact on the quality of service delivery, and since agencies will be devoting effort to hiring and training good staff, agencies are expected to take effective steps to ensure the retention of quality staff.

#### 9.4.4 **Salary and Wage Requirements**

- a. In accordance with its values, the DEDO-DWS seeks to provide high quality services to our customers. We believe in the increased professionalization of the workforce development field and strive to ensure that our system reflects the dignity of work. Consequently, the DEDO-DWS is requiring that all full-time positions receive a minimum salary that is in line with similar positions in the Denver metro area. The DEDO-DWS also strongly encourages the Sub-recipient to pay professional staff a competitive wage for their level of effort and expertise.
- b. Salary and Bonus Limitations“In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading ‘Employment and Training’ that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II.” This new requirement includes all grant funded projects. The PY22 amount for Executive Level II is \$203,700. The Sub-recipient must comply with this requirement. (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>)

### 10.0 **Administrative Responsibilities**

#### 10.1 **Compliance, Reporting and Recordkeeping**

- 10.1.1 The Sub-recipient must comply with all Local, State and Federal reporting requirements. Specifically, the Sub-recipient will be required to document, record, and report actual outcomes, as required by DEDO-DWS, on a monthly basis. Timely, detailed, and accurate information on

operations and performance is crucial to effective management of Denver's workforce development system. Therefore, funded agencies must capture and track (and enter to the respective system(s) of record) such information as requested by DEDO-DWS, and supply reports of such data in requested formats, in a professional manner, at requested intervals. All registrant data must be entered into the Connecting Colorado System (Connecting Colorado), which is the data tracking and case management system of record in Colorado.

10.1.2 In addition to Connecting Colorado, DEDO-DWS may require use of specific reporting or tracking systems, forms or other data management tools, and agencies are expected to have staff capable of executing against such requirements.

## **10.2 Customer Tracking Systems**

10.2.1 The Sub-recipient shall use Connecting Colorado. The system shall be used, to track all job seeker and employer clients, including contact information, demographic information, program eligibility, services provided, outcomes and case notes. This data system must be used in accordance with the DEDO-DWS's written policies or State PGLs, as may be amended from time to time. Upon request by the Sub-recipient, the DEDO-DWS will provide a unique user name for each Agency staff person that requires access to the data system to perform the Agency's duties under this Contract. Each staff person will be given the minimum access required to perform their specific role under the Contract. The user names and their associated passwords are confidential and must not be shared. Agency agrees to abide by and cause all staff users to abide by the City and County of Denver Data Confidentiality and Security Agreement.

## **10.3 Language Assistance**

10.3.1 The Sub-recipient must have sufficient Spanish-speaking staff to serve the Counties' significant Spanish-speaking populations. Other language capacity appropriate to the potential job-seeker customer population will also be required.

## **10.4 Accessibility to People with Disabilities**

10.4.1 Title III of the Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in "places of public accommodation" (businesses and non-profit agencies that serve the public) and "commercial facilities" (other businesses). Agencies who are not fully compliant with ADA are required to submit an "accessibility plan" outlining steps that need be taken by the leaseholder to become both programmatically and physically accessible and the planned implementation dates. This accessibility plan must meet the criteria set forth in the ADA. All program services and facilities are expected to be accessible to persons with

disabilities. For the ADA Title III Technical Assistance Manual please visit:  
<http://www.usdoj.gov/crt/ada/taman3.html>

## **10.5 Equal Opportunity and Non-Discrimination**

10.5.1 As a condition to this award of financial assistance from the Department of Labor the Sub-recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
- b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- c. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- d. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

10.5.2 Additionally, the Sub-recipient agrees to be in full compliance at all times with the Denver Workforce Services Non-Discrimination, Universal Access, and Equal Opportunity policy, Accessibility policy, and Complaints policy.

## **10.6 Customer Complaint Procedures**

10.6.1 DEDO-DWS believes that customer complaints are opportunities to improve services. The primary goal of this complaint process is to address specific participant concerns, resolve the issues at hand in the most expedient manner, learn from the complaint and implement solutions throughout the entire system. The Sub-recipient must inform customers of the formal complaint process and work to resolve customer complaints in a timely fashion, as outlined in DEDO-DWS's Complaints policy.

## **10.7 Quality Control/Continuous Quality Improvement**

10.7.1 The Sub-recipient is required to work with DEDO-DWS to ensure that the overall grant activities, deliverables, expenditures, and performance outcomes are in compliance with federal and state requirements.

10.7.2 The Sub-recipient shall submit to DEDO-DWS its plan to ensure, but not limited to the following:

- a. The elements of work performance to be monitored, either on a scheduled or unscheduled basis;
- b. The methods to be used;
- c. The title(s) of the individual(s) who will perform the monitoring;
- d. The method for identifying and preventing deficiencies in the quality of services performed before the level of performance can become unsatisfactory

10.7.3 The Sub-recipient is required to respond to all DEDO requests and error reports in a timely manner and ensure that all identified errors are corrected, if possible within the designated timeframe. Overall, the Sub-recipient shall ensure that all Innovation Grant funding services enrollments are in full compliance with Federal, State and Local regulations and policies.



10.7.4 The DEDO-DWS strives to deliver high quality services throughout the system. The Sub-recipient is expected to solicit customer feedback, analyze results, and identify areas for quality improvement. The DEDO-DWS will be exploring ways to improve services and solicit feedback from its job seeker and business customers.

10.7.5 The Sub-recipient shall participate in associated trainings, evaluation processes, and activities and implement processes that improve the quality of services provided to customers.

**10.8 Meetings and Trainings**

10.8.1 The Sub-recipient shall ensure appropriate staff representation at a variety of meetings and training sessions. These include, but are not limited to, monthly and quarterly meetings that require director or manager participation, and trainings likely to include many, if not all, of the staff. The Sub-recipient shall meet no less than monthly with the DEDO-DWS to review progress toward planned versus actual benchmarks.

**10.9 Payroll and Wage Rate Policy**

10.9.1 The Sub-recipient will be solely responsible for administering payroll services as either the **Employer of Record or through a third-party payroll provider and will follow work experience policy**; responsibilities to include the enforcement of all process and procedure in place for payroll, taxes, and worker's compensation coverage for program participants. Therefore, if the Sub-recipient plans to provide paid internships, work experiences, or other allowable compensated activities, these costs must be included as part of the contract budget. All participants enrolled in wage-paid activities shall not be paid less than the highest minimum wage under the Fair Labor Standard Act and Article XVIII, Section 15, of the Colorado Constitution or as specified in local policy.

**10.10 Communications and Signage**

10.10.1 The Sub-recipient is considered arms of Denver's workforce development system, much like branches or franchises of a corporation. As such, the Sub-recipient must adhere to all requirements and standards related to physical signage where services are provided including EO information, logos, publications, standard language in - related communications, and any other signage or communications requirements established by the DEDO-DWS. The Sub-recipient must also adhere to all requirements and standards related to physical and electronic marketing, per the guidelines of the DEDO-DWS Marketing Division.

10.10.2 Specifically, all print or electronic collateral that promotes any programs/services provided under this contract must adhere to the following:

- a. Include the Denver Workforce Services logo as the primary and most prominent entity responsible for the program/service;
- b. Include the wording, [Sub-recipient] is a Sub-recipient for the City and County of Denver,” regardless of whether the Sub-recipient’s name appears in the collateral;
- c. Include the required funding disclosure information as defined by DEDO Public Communications Policy Series #2020-FIN-01.; and
- d. Include the required EO language: {Insert Program/Service Name here} *is an Equal Opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.* Please dial 7-1-1 or 1-800-659-2656 to use the TTY service Relay Colorado.

**10.11** Further details regarding these three requirements, as well as important guidelines regarding branding and messaging, will be provided by Denver Workforce Services, both in writing and electronically.

10.11.1 All collateral and external communications which shall be used with the public or any community partners must be submitted to Denver Workforce Services in advance for approval prior to display or distribution.

10.11.2 Social media postings may be exempt from the above logo requirements, but must be approved in advance by Denver Workforce Services.

## **10.12 Technology Requirements**

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

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

## **10.13 Privacy and Confidentiality**

10.13.1 The Sub-recipient must adhere to the DEDO Personally Identifiable Information policy to ensure the proper use of data and demonstrate that controls are sufficient to prevent identity theft, fraud and abuse as well as

maintain a sophisticated and secure technology structure. These requirements must cover, at a minimum, the following:

- a. Participant eligibility documentation;
  - b. Program participant records, including all services provided and costs expended per participant;
  - c. Customers' records, including participant data forms, verification/documentation items, assessments tests and results, and documentation of outcomes;
  - d. Protection of personal and confidential customer information, including protected health information (HIPAA); and
  - e. Memoranda of Understanding (MOUs) between partner programs to share program, participant, and financial data that adhere to federal, state, and local privacy standards.
- 10.13.2 Organizations must follow City and County of Denver Executive Order 143 – Information Governance, House Bill 18-1128 – Personally Identifiable Information, NIST Privacy Framework and applicable laws including but not limited to Family Educational Rights and Privacy Act (FERPA), Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA), et al.
- 10.13.3 In addition, the Sub-recipient will require all program participants to sign a release of information that includes an explanation of the level and type of access, as well as restrictions on the use of the participant's data.
- 10.13.4 The Sub-recipient must provide DEDO with one of the following security control certifications on an annual basis: SSAE18, SOC2, ISO 27001, or most recent updated certification and/or other certification as agreed upon with Denver Tech Services.
- 10.13.5 The Service Provider must provide DEDO with a copy of data breach process and incident response policy at time of execution of contract and as modifications are made throughout the contract period. Policy must be in accordance with DEDO-DWS policies, as well as other local, State and Federal requirements.
- a. The Sub-recipient must notify DEDO of any data breaches or security incidents within 24 hours of identifying any breach or incident and mediate within 30 days, in accordance with DEDO-DWS policies, as well as other local, State, and Federal requirements.
- 10.13.6 The Sub-recipient must agree that DEDO and the City and County of Denver has the right to audit security and data handling measures at any time during the contract.

#### **10.14 Documentation Management and Retention**

- 10.14.1 DEDO-DWS is moving toward a paperless documentation system. Until that time, the Sub-recipient will maintain both hard and electronic copies of customer files in compliance with applicable regulations.

- 10.14.2 The Sub-recipient will be responsible for working with DEDO-DWS to fully implement paperless record keeping for all participants.
- 10.14.3 The Sub-recipient must ensure documents are legibly imaged to a prescribed file management and document imaging system.
- 10.14.4 The Sub-recipient must maintain program, participant, and financial records for seven years from completion of services in accordance with the City and County of Denver file retention policy.
- 10.14.5 The Sub-recipient shall develop procedures that ensure the proper use of data and demonstrate that controls are sufficient to prevent identity theft, fraud and abuse as well as maintain a sophisticated and secure technology structure.



**CITY AND COUNTY OF DENVER  
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY  
STIMULUS INNOVATION GRANT  
PROGRAM YEAR 2021  
BUDGET SUMMARY**

**A. Respondent:** Mi Casa Resource Center  
**B. Project:** Innovation Grant  
**C. Program Year:** 2021-2022

**D. Contract Number:** OEDEV-202160434-01  
**E. Contract Period:** September 1, 2021 - June 30, 2023  
**F. Requested Amount:** \$568,000.00

Budget Summary for Stimulus Innovation Grant

(1) Item of Expenditure	(2) Total Project Cost requested from DEDO		(3) Other Federal Funding		(4) Other Non-Federal Funding		(5) Other City and County of Denver Funding		(6) Agency Total (All Funding Sources)	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Personnel	\$ 391,134	49.44%	\$ -	0.00%	\$ 400,000	50.56%	\$ -	0.00%	\$ 791,134	100.00%
Fringe	81,552	50.64%	-	0.00%	79,500	49.36%	-	0.00%	161,052	100.00%
Travel	250	2.81%	-	0.00%	8,650	97.19%	-	0.00%	8,900	100.00%
Supplies	1,428	10.25%	-	0.00%	12,500	89.75%	-	0.00%	13,928	100.00%
Contractual	25,000	62.50%	-	0.00%	15,000	37.50%	-	0.00%	40,000	100.00%
Other Direct Costs	2,000	2.52%	-	0.00%	77,317	97.48%	-	0.00%	79,317	100.00%
Participant Direct Costs	-	0.00%	-	0.00%	20,000	100.00%	-	0.00%	20,000	100.00%
Indirect Costs	50,136	30.09%	-	0.00%	116,464	69.91%	-	0.00%	166,600	100.00%
Direct Costs excluded from MTDC	16,500	100.00%	-	0.00%	-	0.00%	-	0.00%	16,500	100.00%
SUPPLEMENTAL CAP Projection	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	100.00%
<b>TOTAL</b>	<b>\$ 568,000</b>	<b>43.78%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 729,431</b>	<b>56.22%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,297,431</b>	<b>100.00%</b>

**I: Respondent Authorization**

Signature of Respondent Official \_\_\_\_\_ Date \_\_\_\_\_

Name (Type or print) \_\_\_\_\_

Title (Type or print) \_\_\_\_\_

**J: City and County of Denver Authorization**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (Type or print) \_\_\_\_\_

Title (Type or print) \_\_\_\_\_



**CITY AND COUNTY OF DENVER  
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY  
STIMULUS INNOVATION GRANT  
PROGRAM YEAR 2021  
AMOUNT REQUESTED FROM DEDO SUMMARY**

**A. Respondent:**                     Mi Casa Resource Center                      
**B. Project:**                               Innovation Grant                                
**C. Program Year:**                           2021-2022                          

**D. Contract Number:**   OEDEV-202160434-01    
**E. Contract Period:**   September 1, 2021 - June 30, 2023    
**F. Requested Amount:**   \$568,000.00  

Budget Summary for Amount Requested from Denver Economic Development & Opportunity

(1) Item of Expenditure	(2) INNOVATION GRANT		(3)		(4)		(5)		(6)		(7) Supplemental		(8) Total Project Cost requested from DEDO	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Personnel	\$ 391,134	100.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 391,134	100.00%
Fringe	81,552	100.00%	-	0.00%	-	0.00%	-	0.00%	\$ -	0.00%	-	0.00%	81,552	100.00%
Travel	250	100.00%	-	0.00%	-	0.00%	-	0.00%	\$ -	0.00%	-	0.00%	250	100.00%
Supplies	1,428	100.00%	-	0.00%	-	0.00%	-	0.00%	\$ -	0.00%	-	0.00%	1,428	100.00%
Contractual	25,000	100.00%	-	0.00%	-	0.00%	-	0.00%	\$ -	0.00%	-	0.00%	25,000	100.00%
Other Direct Costs	2,000	100.00%	-	0.00%	-	0.00%	-	0.00%	\$ -	0.00%	-	0.00%	2,000	100.00%
Participant Direct Costs	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	\$ -	#DIV/0!	-	#DIV/0!	-	100.00%
Indirect Costs	50,136	100.00%	-	0.00%	-	0.00%	-	0.00%	\$ -	0.00%	-	0.00%	50,136	100.00%
Direct Costs excluded from MTDC	16,500	100.00%	-	0.00%	-	0.00%	-	0.00%	\$ -	0.00%	-	0.00%	16,500	100.00%
SUPPLEMENTAL CAP Projection	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	\$ -	#DIV/0!	-	#DIV/0!	-	100.00%
<b>TOTAL</b>	<b>\$ 568,000</b>	<b>100.00%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 568,000</b>	<b>100.00%</b>

**I: Respondent Authorization**

Signature of Respondent Official \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_  
 Name (Type or print)  
 \_\_\_\_\_  
 Title (Type or print)

**J: City and County of Denver Authorization**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_  
 Name (Type or print)  
 \_\_\_\_\_  
 Title (Type or print)

Make sure DEDO Summary is included with Budget Summary



**CITY AND COUNTY OF DENVER  
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY  
STIMULUS INNOVATION GRANT  
PROGRAM YEAR 2021  
BUDGET MODIFICATION**

<b>A. Respondent:</b>	Mi Casa Resource Center	<b>D. Contract Number:</b>	OEDEV-202160434-01
<b>B. Program:</b>	INNOVATION GRANT	<b>E. Contract Period:</b>	September 1, 2021 - June 30, 2023
<b>C. Program Year:</b>	2021-2022	<b>F. Award Allocation:</b>	\$568,000.00

(1) Item of Expenditure	(2) Current Approved Budget (\$)	(3) Increases / (Decreases) (\$)	(4) Modified Budget (\$)	Original	Mod 1	Mod 2	Mod 3
Personnel	\$208,911	\$182,223	\$391,134	208,911.00			
Fringe	\$43,558	\$37,994	\$81,552	43,558.00			
Travel	\$250	\$0	\$250	250.00			
Supplies	\$735	\$693	\$1,428	735.00			
Contractual	\$25,000	\$0	\$25,000	25,000.00			
Other Direct Costs	\$2,000	\$0	\$2,000	2,000.00			
Participant Direct Costs	\$0	\$0	\$0	-			
Indirect Costs	\$28,046	\$22,090	\$50,136	28,046.00			
Direct Costs Excluded form MTDC	\$16,500	\$0	\$16,500	16,500.00			
<b>TOTAL</b>	<b>\$325,000</b>	<b>\$243,000</b>	<b>\$568,000</b>	<b>325,000.00</b>	-	-	-

**I: Respondent Authorization**

\_\_\_\_\_  
Signature of Respondent Official                      Date

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title (Type or print)

**J: City and County of Denver Authorization**

\_\_\_\_\_  
Signature    Date

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title (Type or print)

**Note: This form must accompany all contract modification requests.**



**CITY AND COUNTY OF DENVER**  
**DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY**  
**STIMULUS INNOVATION GRANT**  
**PROGRAM YEAR 2021**  
**PERSONNEL & FRINGE BUDGET MODIFICATION**

**A. Respondent:** Mi Casa Resource Center

**C. Contract Number:** OEDEV-202160434-01

**B. Program:** INNOVATION GRANT

**D. Contract Period:** September 1, 2021 - June 30, 2023

(1) Position/Title	(2) Employee(s) Name	(3) No. Employees	(4) Annual Salary (\$)	(5) Full-time Equivalent (FTE)	(6) Total Program Cost (\$)	(7) DEDO Share (\$)	(8) Brief Summary of Job Responsibilities (If not enough room include separate sheet).
Director of Career Pathways	Frances Williams	1	\$105,000	0.60	\$63,000	\$63,000	Oversee partnerships, total service delivery, outcomes/data evaluation, contracts, hiring/monitoring staff development and oversight
Career Pathways Trainer	Kathryn Wallisch	1	\$49,005	0.75	\$36,754	\$36,754	Provide cohort training for financial services, digital boot camp, and administration
Employment Success Coach	Brenna Johnson	1	\$48,714	0.75	\$36,535	\$36,535	Provide one-on-one coaching and consulting for enrolled participants, support with employment placement/referral efforts
Outreach & Enrollment Specialist - form	Alejandro Chavez	1	\$47,008	1.00	\$47,008	\$47,008	Conducts outreach and recruitment, one-on-one intake to ensure documentation is completed prior to enrollment, conducts TABE
Operations Coordinator - formerly Caree	Daniela Ramirez Arias	1	\$59,000	0.70	\$41,300	\$41,300	Oversees adult pathway programming including financial services, google boot camp, and administration pathways
Post Secondary & Workforce Readiness	Chris Santangelo	1	\$56,040	0.45	\$25,218	\$25,218	Provides training for students at Collegiate Prep Academy, links students to post-secondary and career opportunities upon graduation
Project Director - FS Pathways	Brent Edwards	1	\$63,500	0.33	\$20,955	\$20,955	Oversees partnerships with MSU Denver, CCA, and CPA for all post-secondary credit and credential attainment
Student Services Coordinator	Brianna Barnes	1	\$60,055	0.10	\$6,006	\$6,006	Works with post-secondary placement for all students navigating MSU Denver and CCA Prior Learning Assessments and enrollment
Program Support Staff	Kasey Herndon	1	\$63,440	0.05	\$3,172	\$3,172	Oversee and implement marketing, outreach, recruitment, data, and evaluation for program
Assistant Director of Career Pathways	Alena Jimenez	1	\$71,000	0.50	\$35,500	\$35,500	Oversees all Career Pathways related programming, service deliver, class content, outreach, hiring, evaluation, quality assurance.
Career Pathways Trainer	To be hired	1	\$49,005	0.75	\$36,754	\$36,754	Provide cohort training for financial services, digital boot camp, and administration
Employment Success Coach	Diana Brooks	1	\$48,714	0.75	\$36,536	\$36,536	Provide one-on-one coaching and consulting for enrolled participants, support with employment placement/referral efforts
Program Support Staff	Nancy Enriquez	1	\$46,996	0.05	\$2,396	\$2,396	Oversee and implement marketing, outreach, recruitment, data, and evaluation for program
<b>(9) Totals</b>					<b>\$391,134</b>	<b>\$391,134</b>	

**F. Fringe Benefits and Total Personnel Cost**

Type of Fringe Benefits, includes the following, but not limited to:	Total Cost (\$)	DEDO Share (\$)	Please Show Calculations Below:
(10) a. Social Security & Medicare (FICA)	\$29,922	\$29,922	= 7.65% x Line 9
(11) Federal Unemployment Tax (FUTA)	\$2,738	\$2,738	= 0.70% x Line 9
(12) State Unemployment Insurance (SUI)	\$1,956	\$1,956	= 0.50% x Line 9
(13) Workers Compensation	\$0	\$0	= 0.00% x Line 9
(14) Other (Please List) <b>Medical</b>	\$43,025	\$43,025	= 11.00% x Line 9
(15) Other Please List <b>Pension Benefits</b>	\$3,911	\$3,911	= 1.00% x Line 9
(16) Total Fringe Benefits (Add Lines 10-15)	\$81,552	\$81,552	
<b>(17) Total Personnel Costs (Line 9 plus Line 16)</b>	<b>\$472,686</b>	<b>\$472,686</b>	





**CITY AND COUNTY OF DENVER**  
**DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY**  
**STIMULUS INNOVATION GRANT**  
**PROGRAM YEAR 2021**  
**NON-PERSONNEL BUDGET MODIFICATION**

**A. Respondent:** Mi Casa Resource Center      **C. Contract Number:** OEDEV-202160434-01  
**B. Program:** INNOVATION GRANT      **D. Contract Period:** September 1, 2021 - June 30, 2023

(1)	(2)	(3)	(4)
Item of Expenditure	Total Program Cost (\$)	DEDO Share of Cost (\$)	Brief Line Item Description & Justification (Please show justification for Total Cost in the Budget Narrative)
<b>TRAVEL TOTAL</b>	<b>\$250</b>	<b>\$250</b>	<b>Includes the following, but not limited to:</b>
Local Travel	\$250	\$250	500 miles of Local travel to meet participants (\$.5/mile). Mi Casa employees traveling to perform services.
Other	\$0	\$0	
<b>SUPPLIES TOTAL</b>	<b>\$1,428</b>	<b>\$1,428</b>	<b>Includes the following, but not limited to:</b>
Program Supplies	\$1,428	\$1,428	Supplies directly related to programming
Other	\$0	\$0	
<b>CONTRACTUAL TOTAL</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>Includes the following, but not limited to:</b>
The Spring Institute	\$25,000	\$25,000	PAIRIN Assessments and TABE (Test of Adult Basic Education). No cost goes directly to participants
<b>OTHER DIRECT COSTS TOTAL</b>	<b>\$2,000</b>	<b>\$2,000</b>	<b>Includes the following, but not limited to:</b>
Testing - PAIRIN & TABE test	\$2,000	\$2,000	PAIRIN Assessments and TABE (Test of Adult Basic Education). No cost goes directly to participants
Other	\$0	\$0	
<b>PARTICIPANT COSTS TOTAL (OJT &amp; WE)</b>	<b>\$0</b>	<b>\$0</b>	<b>Includes the following, but not limited to:</b>
Other	\$0	\$0	
<b>INDIRECT COSTS TOTAL</b>	<b>\$50,136</b>	<b>\$50,136</b>	Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method
	\$50,136	\$50,136	
<b>DIRECT COSTS EXCLUDED FROM MTDC</b>	<b>\$16,500</b>	<b>\$16,500</b>	
The Spring Institute	\$16,500	\$16,500	Instructor, oversight and benefits costs, books/classroom supplies, and indirect rate to support 60 enrolled participants. This charge will not be subject to our indirect cost rate in our budget proposal.
<b>(5) TOTAL NON-PERSONNEL COSTS</b>	<b>\$95,314</b>	<b>\$95,314</b>	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/24/2022

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

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

<b>PRODUCER License # 0757776</b> <b>HUB International Insurance Services (COL)</b> <b>2000 S. Colorado Blvd</b> <b>Tower 2, Suite 150</b> <b>Denver, CO 80222</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (303) 893-0300</b>		<b>FAX (A/C, No): (866) 243-0727</b>	
	<b>E-MAIL ADDRESS:</b>			
<b>INSURER(S) AFFORDING COVERAGE</b>				<b>NAIC #</b>
<b>INSURED</b>  <b>Mi Casa Resource Center</b> <b>345 S. Grove Street</b> <b>Denver, CO 80219</b>	<b>INSURER A : Great American Insurance Company</b>			<b>16691</b>
	<b>INSURER B : Pinnacol Assurance Company</b>			<b>41190</b>
	<b>INSURER C :</b>			
	<b>INSURER D :</b>			
	<b>INSURER E :</b>			
	<b>INSURER F :</b>			

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	PAC221178104	10/1/2021	10/1/2022	EACH OCCURRENCE \$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>
							MED EXP (Any one person) \$ <b>20,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>3,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b>
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CAP325036102	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			UMB221178304	10/1/2021	10/1/2022	EACH OCCURRENCE \$ <b>2,000,000</b>
							AGGREGATE \$ <b>2,000,000</b>
							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	4044389	10/1/2021	10/1/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ <b>1,000,000</b>
							E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	<b>Professional Liab</b>			PAC221178104	10/1/2021	10/1/2022	<b>Limit:</b> \$ <b>1,000,000</b>
A	<b>Misconduct / Abuse</b>			PAC221178104	10/1/2021	10/1/2022	<b>Limit:</b> \$ <b>1,000,000</b>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured for their interest in General Liability and Business Auto Liability.**

<b>CERTIFICATE HOLDER</b>  <b>City/County of Denver, Denver Economic Development &amp; Opportunity</b> <b>101 W Colfax Ave, Ste 850</b> <b>Denver, CO 80202</b>	<b>CANCELLATION</b>  <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> 

## **EXHIBIT F**

### **HIPAA/HITECH (Business Associate Terms)**

#### **1. GENERAL PROVISIONS AND RECITALS**

- 1.01 The parties agree that the terms used, but not otherwise defined below, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they exist or may hereafter be amended.
- 1.02 The parties agree that a business associate relationship (as described in 45 CFR §160.103) under HIPAA, the HITECH Act, and the HIPAA regulations arises between the CONTRACTOR and the CITY to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of CITY.
- 1.03 CITY wishes to disclose to CONTRACTOR certain information, some of which may constitute Protected Health Information ("PHI") as defined below, to be used or disclosed in the course of providing services and activities.
- 1.04 The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they exist or may hereafter be amended.
- 1.05 The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that impose more stringent requirements with respect to privacy of PHI.
- 1.06 The parties understand that the HIPAA Privacy and Security rules apply to the CONTRACTOR in the same manner as they apply to a covered entity. CONTRACTOR agrees to comply at all times with the terms of this Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they exist or may hereafter be amended, with respect to PHI.

#### **2. DEFINITIONS.**

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

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

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

2.03.1 Breach excludes:

1. any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or CITY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
2. any inadvertent disclosure by a person who is authorized to access PHI to another person authorized to access PHI, or organized health care arrangement in which CITY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner disallowed under the HIPAA Privacy Rule.
3. a disclosure of PHI where CONTRACTOR or CITY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

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

- a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- b. The unauthorized person who used the PHI or to whom the disclosure was made;
- c. Whether the PHI was actually acquired or viewed; and
- d. The extent to which the risk to the PHI has been mitigated.

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

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

- 2.06 "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.07 "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.08 "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §160.103.
- 2.09 "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.10 "Immediately" where used here shall mean within 24 hours of discovery.
- 2.11 "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 2.12 "Parties" shall mean "CONTRACTOR" and "CITY", collectively.
- 2.13 "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 2.14 "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.
- 2.15 "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.
- 2.16 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 2.17 "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.
- 2.18 "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 2.19 "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.
- 2.20 "Subcontractor" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

- 2.21 "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.
- 2.22 "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services ("HHS") in the guidance issued on the HHS Web site.
- 2.23 "Use" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

**3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.**

- 3.01 CONTRACTOR agrees not to use or further disclose PHI that CITY discloses to CONTRACTOR except as permitted or required by this Agreement or by law.
- 3.02 CONTRACTOR agrees to use appropriate safeguards, as provided for in this Agreement, to prevent use or disclosure of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY, except as provided for by this Contract.
- 3.03 CONTRACTOR agrees to comply with the HIPAA Security Rule, at Subpart C of 45 CFR Part 164, with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY.
- 3.04 CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement that becomes known to CONTRACTOR.
- 3.05 CONTRACTOR agrees to immediately report to CITY any Use or Disclosure of PHI not provided for by this Agreement that CONTRACTOR becomes aware of. CONTRACTOR must report Breaches of Unsecured PHI in accordance with 45 CFR §164.410.
- 3.06 CONTRACTOR agrees to ensure that any of its subcontractors that create, receive, maintain, or transmit, PHI on behalf of CONTRACTOR agree to comply with the applicable requirements of Section 164 Part C by entering into a contract or other arrangement.
- 3.07 To comply with the requirements of 45 CFR §164.524, CONTRACTOR agrees to provide access to CITY, or to an individual as directed by CITY, to PHI in a Designated Record Set within fifteen (15) calendar days of receipt of a written request by CITY.
- 3.08 CONTRACTOR agrees to make amendment(s) to PHI in a Designated Record Set that CITY directs or agrees to, pursuant to 45 CFR §164.526, at the request of CITY or an Individual, within thirty (30) calendar days of receipt of the request by CITY.

CONTRACTOR agrees to notify CITY in writing no later than ten (10) calendar days after the amendment is completed.

- 3.09 CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of CITY, available to CITY and the Secretary in a time and manner as determined by CITY, or as designated by the Secretary, for purposes of the Secretary determining CITY'S compliance with the HIPAA Privacy Rule.
- 3.10 CONTRACTOR agrees to document any Disclosures of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY, and to make information related to such Disclosures available as would be required for CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.
- 3.11 CONTRACTOR agrees to provide CITY information in a time and manner to be determined by CITY in order to permit CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.
- 3.12 CONTRACTOR agrees that, to the extent CONTRACTOR carries out CITY's obligation(s) under the HIPAA Privacy and/or Security rules, CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to CITY in the performance of such obligation(s).
- 3.13 CONTRACTOR shall work with CITY upon notification by CONTRACTOR to CITY of a Breach to properly determine if any Breach exclusions exist as defined below.

#### **4. SECURITY RULE.**

- 4.01 CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §164.308, §164.310, §164.312, §164.314 and §164.316 with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY. CONTRACTOR shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.
- 4.02 CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained here.
- 4.03 CONTRACTOR shall immediately report to CITY any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI as described in 5. BREACH DISCOVERY AND NOTIFICATION below and as required by 45 CFR §164.410.

## **5. BREACH DISCOVERY AND NOTIFICATION.**

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

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

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

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

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

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

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

5.03.2 Any other information that CITY is required to include in the notification to each Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify CITY, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §164.410 (b) has elapsed, including:

- a. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- b. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- c. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- d. A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and



- e. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 5.04 CITY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR §164.404, if at the sole discretion of the CITY, it is reasonable to do so under the circumstances.
- 5.05 In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all required notifications to CITY, and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.
- 5.06 CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR §164.402 to demonstrate that a Breach did not occur.
- 5.07 CONTRACTOR shall provide to CITY all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit CITY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to CITY.
- 5.08 CONTRACTOR shall continue to provide all additional pertinent information about the Breach to CITY as it becomes available, in reporting increments of five (5) business days after the prior report to CITY. CONTRACTOR shall also respond in good faith to all reasonable requests for further information, or follow-up information, after report to CITY, when such request is made by CITY.
- 5.09 In addition to the provisions in the body of the Agreement, CONTRACTOR shall also bear all expense or other costs associated with the Breach and shall reimburse CITY for all expenses CITY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs or expenses associated with addressing the Breach.

**6. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.**

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

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

6.03.1 The Disclosure is required by law; or

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

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

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

## **7. OBLIGATIONS OF CITY.**

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

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

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

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

## **8. BUSINESS ASSOCIATE TERMINATION.**

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

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

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

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

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

8.02.2 CONTRACTOR shall retain no copies of the PHI.

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

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

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**

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Grantor: U.S. Department of Treasury  
Budget Period: March 3, 2021 – December 31, 2026  
Grant Name: Coronavirus Local Fiscal Recovery Fund  
Denver Contract Number FINAN-202158783-00  
Grant Amount: \$308,048,870.00

1. Notwithstanding any other term or condition hereof, the Recipient is the City and County of Denver, a Colorado municipal corporation, and Recipient represents it is a “public entity” within the meaning of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as amended (“Immunity Act”).


2. Notwithstanding any other term or condition of the Grant Agreement, the obligation of the Recipient for all or any part of any payment obligations pertaining to the Grant Agreement, whether direct or contingent, over and above expenditure of the funds received from the Grant Agreement, shall only extend to utilization and payment of monies duly and lawfully approved and appropriated for the purpose of the Grant Agreement by the City Council of the Recipient and paid into the Treasury of the Recipient. The Grantor acknowledges that (i) the Recipient does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Recipient. If applicable, the Recipient has committed matching funds for this Grant Agreement in the amounts stated herein.

3. It is expressly understood and agreed that enforcement of the terms and conditions of this Grant Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Grantor and Recipient, and nothing contained in this Grant Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Grant Agreement. It is the express intention of the Recipient that any person or entity other than the Recipient receiving services or benefits under this Grant Agreement be deemed to be an incidental beneficiary only.

*Remainder of page left intentionally blank.  
Signatures follow.*

**Contract Control Number:** FINAN-202158783-00  
**Contractor Name:** U.S. Department of Treasury

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of: 6/18/2021

**SEAL** DocuSigned by:  


**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By: DocuSigned by:  
*Brendan J Hanlon*  
975CC37373E6AC1  
Deputy Mayor  
Brendan J Hanlon

DocuSigned by:  
*Paul Lopez*  
401385B9DD354C3  
Clerk and Recorder/Public Trustee  
Paul López

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By: DocuSigned by:  
*Bradley Neiman*  
EA99283D7E75445  
Assistant City Attorney  
Bradley Neiman

By: DocuSigned by:  
*Margaret Danuser*  
E121BA4102D29409  
Deputy Chief Financial Officer  
Margaret Danuser

By: DocuSigned by:  
*Timothy M. O'Brien*  
0260504F8B7945D...  
Auditor  
Timothy M. O'Brien

**Contract Control Number:**  
**Contractor Name:**

FINAN-202158783-00  
U.S. Department of Treasury

By: See Grant Agreement for Signatures

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

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

ATTEST: [if required]

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

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

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



Category/Subject: Workforce Innovation Grant Program (Innovation Grants)
Colorado Policy Guidance Letter#: GRT-2021-02
Revise/Replace PGL#: N/A
Date: August 6, 2021
Distribution: CDLE Management/Finance, State/Local Workforce Directors & Staff, Partners

### August 2021 Comment Period Changes Highlighted

#### I. REFERENCES:

- A. [Colorado House Bill 21-1264](#), Funds Workforce Development Increase Worker Skills
- B. State and Local Fiscal Recovery Funds [Compliance and Reporting Guidance](#)
- C. Policy Guidance Letter (PGL) [ADM-2019-07, Internal and Subrecipient Monitoring](#)

#### II. PURPOSE:

Provides guidance for local workforce boards to implement the Workforce Innovation Grant Program (Innovation Grants).

#### III. BACKGROUND:

On June 23, 2021, Colorado House Bill 21-1264 was signed into law by Governor Jared Polis. The bill appropriated \$75 million in federal funds from the American Rescue Plan to support talent development. This includes \$60 million to the Colorado Workforce Development Council to invest in programs and grants that support training for the unemployed and underemployed during times of substantial unemployment.

Colorado's unemployment rate remains higher than pre-COVID levels, and the impacts of low-quality jobs and demands for skilled workers create stress within the labor market. The [2020 Colorado Talent Pipeline Report](#) highlights impacts of the pandemic, top jobs and in-demand credentials, and discusses the plan for recovery in 2021. The execution of all workforce-related legislation from the 2021 session will build on the data in the Talent Pipeline Report and work to achieve the overarching goals of the state and local areas to support Coloradans.

The Innovation Grants compose \$35 million of this stimulus package. Of this amount, \$17,500,000 will be distributed by formula to local workforce boards to award funds to eligible applicants through a competitive process.

#### **IV. POLICIES/ACTIONS:**

##### **A. Funding Allocation and Work Plans**

\$17,500,000 will be distributed by formula to all ten local workforce boards through the Notice of Funding Award (NFA) process. The allocation will be available July 1, 2021. Local areas must submit an NFA work plan detailing the specific strategies and activities that will be implemented with the funding allocation.

##### **B. Period of Performance**

At minimum, 90% of fund allocations must be obligated no later December 31, 2023. Local areas and their subrecipients must expend 100% of funds by December 31, 2024.

##### **C. Grant Focus Areas and Allowable Activities for Sub-Recipients**

Local boards shall award grants to eligible applicants (a minimum of 90% of their local funding allocation) that will build in-demand skills, connect workers and learners to quality jobs, and drive employer engagement in talent development in any of the following areas:

1. Supporting work-based learning, skill development, training completion, and quality job placement through the following:
  - a. Providing quality education and training for reskilling, upskilling and next-skilling individuals who are in COVID-19 impacted households and underserved populations that were disproportionately impacted by the COVID-19 Public Health Emergency;
  - b. Building accountable partnerships and systems to improve outcomes or decrease costs for workers and learners to access quality education and training;
  - c. Provide support services and equipment to workers and learners with barriers to accessing education, training, and job placement;
  - d. Increasing access to career counseling and navigation programs for in-school and out-of-school workers and learners;
  - e. Develop new, work-based learning programs in partnership with employers;
  - f. Increasing access to English as a Second Language (ESL) and other career readiness programs that enable equitable access and integration.

2. Supporting employers and small business to mitigate financial hardships resulted from the public health emergency or providing greater opportunities for communities disproportionately affected by COVID-19 to engage in talent development through the following:
  - a. Providing services to businesses and employers;
  - b. Supporting initiatives to enhance job quality;
  - c. Increasing adoption of skills-based practices, including incentivizing new skills-based hires;
  - d. Developing or expanding incumbent worker training and work-based programs in partnership with Colorado Workforce Centers, training providers, community based organizations, local education providers, and institutions of higher education;
  - e. Building new internal pathways for existing employees.
3. Increasing participation by underserved communities including, but not limited to, black, indigenous, and people of color, people with disabilities, new americans, ex-offenders, and older workers through the following:
  - a. Adopting focused outreach strategies specific to underserved communities;
  - b. Increasing partnership with community-based organization that serve these populations in order to support existing trusted messengers that can enhance outreach;
  - c. Improving language access, to include American sign language, to ensure outreach and participation.

Outcome-based or pay-for-performance contracts may be utilized with grant recipients selected through the competitive process.

Funds must be used in compliance with the relevant NFA funding provisions and this PGL, which may be updated as additional guidance becomes available.

#### **D. Eligible Grant Applicants**

The following entities are eligible to apply to local workforce boards for Innovation Grants:

1. Public and Private Sector Employers, Employer Organization, or Trade Associations
2. Apprenticeship Sponsors
3. Community-Based Organizations
4. Colorado Workforce Centers
5. Formalized Sector Partnerships recognized by the CWDC

Eligible applicants may apply in partnership with sub-applicants, including: higher education, libraries, K-12 Local Education Agencies (LEAs) or Boards of Cooperative Educational Services (BOCES), adult education programs, proprietary (private) training providers, economic development corporations, and non-profit organizations. Applicants are encouraged to apply with partners that support transformative strategies focused on systemic alignment with the Colorado Workforce Center ecosystem.

#### **E. Application Process**

Local boards are required to award funds to eligible applicants through a competitive process. Local boards can partner with each other to administer funds. Local areas may not apply for their own grants. Funds may be allocated through an existing contract if it was awarded through a competitive process, but applicants must meet eligibility and identify all the required items below in a supplemental response.

Applications must identify:

1. **Sub-applicants:** the specific role of each sub-applicant and how the lead applicant would distribute funds to sub-applicants, including funding amounts;
2. **Need:** How and why the applicant designed this project, based on data and evidence;
3. **Innovation:** How the proposal supports innovative, locally driven solutions to respond to community needs;
4. **Proposed Impact:** How the proposal will improve outcomes for workers and students and/or increase employer engagement;
5. **Partnerships:** What support does the applicant have from community organizations such as local chambers of commerce, non-profits, businesses, or faith-based organizations;
6. **Sustainability:** How the applicant will continue the project after the grant term expires;
7. **Governance:** How the applicant will ensure appropriate administration, monitoring, reporting, and compliance for the grant; and
8. **Equity:** How the proposal will improve education and economic outcomes for underserved populations or communities.

#### **F. Participant Eligibility**

Eligible individuals must be age 16 or older and (currently or previously) economically impacted by the COVID-19 pandemic. This includes individuals who experienced household income loss or job loss since March 2020, or inability to access or continue education or training due to the COVID-19 pandemic. Participant eligibility may be self-attested and the reason must be documented in case notes. Incumbent workers are



eligible when the worker or employer have been economically impacted by the COVID-19 pandemic.

**G. Program Enrollment and Tracking**

Connecting Colorado is the database of record for this program. All entities receiving funding through this program must utilize Connecting Colorado as the database of record to track participants. Local areas may either grant access for data entry or complete data entry for the entity. Program participants must be registered in Connecting Colorado under Program Code **SI**. All services must be entered using existing service codes in Connecting Colorado. There is no requirement to use the **CV** service code for participants in this program.

**H. Administrative and Program Support Costs**

Local boards may use up to 10% of their local allocation for administrative or program support costs. Allowable local area administrative and program support costs include equipment (costing less than \$5,000 for any single item purchase); personnel costs for a project manager or key staff; program materials and supplies; and program implementation and administration, including reporting activities. In addition, local areas may allow sub-grantees to use up to 10% of their sub-grants for administrative costs per the traditional WIOA definition. Sub-grantees should expend a portion of their program funds for program support.

**I. Non-Allowable Costs**

1. Funding may not be used to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent,
2. No recipient, including cities, non entitlement units of government, and counties, may use funding to make deposits to a pension fund,
3. Funding debt service,
4. Legal settlements or judgements,
5. Deposits to rainy day funds or financial reserves,
6. General infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision,
7. Politically related activities,
8. Entertainment,
9. Fines/penalties,
10. Donations,
11. Fundraising activities,
12. Individual memberships and subscriptions, and
13. Any activities related to the marijuana industry.

**J. Reporting**

Local boards must report to CWDC on the impact of the programs and use of funds. Quarterly reports must be submitted through the [CWDC Grant Portal](#) to demonstrate measurable outcomes achieved, including the number of participants served, the number of individuals who have started training programs, the number of people who completed short-term training programs, the number and type of credentials earned, the number entering employment, and year-to-date expenditure of funds to demonstrate the success of the grant. A quarterly reporting template will be provided in an update to the PGL.

**K. Monitoring and Oversight**

CWDC will oversee the program at the state level to ensure that the overall grant activities, deliverables, expenditures and performance meet state and federal legislative requirements. Local boards will be responsible for oversight and monitoring of subrecipients that are awarded grants.

**L. Evaluation**

External evaluation activities will be conducted on all programs by CWDC and local areas must provide data and participate in these activities. Evaluation activities will be used to determine whether the program, project, or initiative demonstrates an impact on workforce development and innovation in the following areas:

1. Skill/Competency attainment
2. Industry Recognized Credential
3. Graduation or credential attainment rates
4. Job placement
5. Job quality

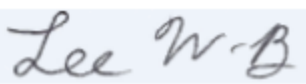
**V. IMPLEMENTATION DATE:**

Effective July 1, 2021.

**VI. INQUIRIES:**

Please direct all inquiries to Colorado Workforce Development Council staff: [cwdc@state.co.us](mailto:cwdc@state.co.us).

  
Elise Lowe-Vaughn, Director  
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