

## A G R E E M E N T

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **CENTRO HUMANITARIO PARA LOS TRABAJADORES**, a Colorado non-profit corporation whose address is 2830 Lawrence St., Suite Centro Humanitario, Denver, Colorado 80205 (the “Contractor”), jointly (“the Parties”).

The Parties agree as follows:

**1. COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under this Agreement with the Executive Director of Denver Economic Development & Opportunity (“Executive Director”) or, the Executive Director’s Designee.

**2. SERVICES TO BE PERFORMED:**

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

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

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

**3. TERM:** This Agreement will commence on May 1, 2024, and will expire at 11:59:59 p.m. on June 30, 2025 (the “Term”). The Term may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Executive Director.

**4. COMPENSATION AND PAYMENT:**

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

in **Exhibit B**. The Contractor shall comply with **Exhibit C**, Fiscal System Design, which is attached hereto and incorporated herein.

**b. Reimbursable Expenses:** Reimbursable expenses are permitted as described in **Exhibit B**.

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

**d. Budget Modifications:** Changes to each budget line item detailed in **Exhibit B** that are equal to or less than a ten percent (10%) threshold, and which do not increase the Maximum Contract Amount, or affect the outcomes identified in **Exhibit A**, may be finalized and incorporated herein upon written notification by the Contractor to the Executive Director or the Executive Director's designee, and shall be effective as of the subsequent monthly payment to the Contractor. Changes to each budget line item detailed in **Exhibit B** that are in excess of the ten percent (10%) threshold, and which do not increase the Maximum Contract Amount or affect the outcomes identified in **Exhibit A**, may only be finalized and incorporated herein upon the prior written approval of the Executive Director or the Executive Director's designee, which approval shall specify the effective date of such minor modification. All such minor budget modifications shall require concurrent submittal by the Contractor of: 1) written justification necessitating such minor modification(s); and 2) updated **Exhibit B** budget documents in the form approved by the City. All other modifications to this Agreement, including, without limitation, any modification to **Exhibit B** that requires an increase in the Maximum Contract Amount shall be evidenced by a written amendment to this Agreement executed by both parties in the same manner as this Agreement. Under all circumstances, all budget modification requests under this Section shall be submitted to the Executive Director or the Executive Director's designee at least three (3) months prior to the conclusion of the Term, unless waived in writing by the Executive Director or the Executive Director's designee.

**e. Maximum Contract Amount:**

(1) Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **TWO MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$2,250,000.00)** (the "Maximum Contract Amount"). The City is not

obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at the Contractor's risk and without authorization under this Agreement.

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

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

6. **TERMINATION:**

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

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

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

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

7. **EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. The Parties shall at all times comply with D.R.M.C. 20-276.

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

9. **INSURANCE:**

a. **General Conditions:** The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage

in force at all times during the term of this Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

**d. Waiver of Subrogation:** For all coverages required under this Agreement,

the Contractor's insurer shall waive subrogation rights against the City.

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

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

g. **Commercial General Liability:** The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

h. **Business Automobile Liability:** The Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

**10. DEFENSE AND INDEMNIFICATION:**

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

b. The Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether Claimant has filed suit on the Claim. The Contractor's duty to defend and indemnify the City shall arise even if

the City is the only party sued by claimant and/or claimant alleges that the City's negligence or willful misconduct was the sole cause of claimant's damages.

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

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

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

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

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

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

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

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

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

17. **CONFLICT OF INTEREST:**

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

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



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

Executive Director of Denver Economic Development & Opportunity or  
Designee  
Denver Economic Development Opportunities  
101 W. Colfax Ave., Suite 850  
Denver, Colorado 80202

With a copy of any such notice to:

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

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

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

**20. GOVERNING LAW; VENUE:** This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

**21. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

**22. COMPLIANCE WITH ALL LAWS:**

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

**b. Compliance with Denver Wage Laws:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

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

Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.

**24. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any party merely because any provisions of this Agreement were prepared by a particular party.

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

**26. INTELLECTUAL PROPERTY RIGHTS:** The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

**27. SURVIVAL OF CERTAIN PROVISIONS:** The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**28. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to this Agreement or to services performed pursuant to this Agreement in

any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**29. CONFIDENTIAL INFORMATION:**

a. **City Information:** The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

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

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

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

**Exhibit List**

**Exhibit A** – Scope of Services.

**Exhibit B** – Budget.

**Exhibit C** – Fiscal System Design.

**Exhibit D** – Certificate of Insurance.

**Exhibit E** – Protected Information and Data Protection

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES FOLLOW.]**

**Contract Control Number:** OEDEV-202473370-00  
**Contractor Name:** CENTRO HUMANITARIO PARA LOS TRABAJADORES

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-202473370-00  
CENTRO HUMANITARIO PARA LOS  
TRABAJADORES

By: DocuSigned by:  
*Mayra Juarez-Denis*  
6B599C8CCB5B48A...\_\_\_\_\_

Name: Mayra Juarez-Denis  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

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

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

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

**Centro Humanitario Para Los Trabajadores  
WorkReady Program  
Scope of Services  
May 1, 2024 through June 30, 2025**

**1.0 Introduction**

This scope of service outlines Program, Administrative, and other requirements that must be satisfied by Centro Humanitario Para Los Trabajadores, hereinafter referred to as the “Contractor”, receiving funds from the City and County Denver Economic Development & Opportunity (DEDO) on behalf of the Denver Workforce Development (DEDO-DWD) to operate programs as prescribed by the WorkReady Program.

**2.0 Objective**

Jobs that are fully in-person and traditionally have lower wages have had a more difficult time retaining workers, especially in the post-pandemic environment. When looking at the labor shortage across different industries including construction, childcare, retail and hospitality, education, healthcare, and business services, entry- to mid-level occupations within these sectors continue to exhibit the highest number of job openings.

These shortages have an overall effect that stymie economic growth and prosperity in Denver and Colorado. For example, the construction industry will need to attract an estimated 501,000 additional workers on top of the normal pace of hiring in 2024 to meet the demand for labor, according to a proprietary model developed by Associated Builders and Contractors. In 2025, the industry will need to bring in nearly 454,000 new workers on top of normal hiring to meet industry demand, and that’s presuming that construction spending growth slows significantly next year thus slowing completion of construction projects from residential homes to infrastructure to hospitals.

**Goal:** To build a pipeline of talent into jobs that are experiencing significant labor shortages by providing Denver Newcomers with the opportunity to connect to education, training and employment opportunities. WorkReady will provide services to individuals who have completed the asylum application and are on the path to legal work status, including participants of the Denver Asylum Seeker Program (DASP).

Contractor acknowledges that Program participants (“Participants”) working in the U.S. without proper work authorization from the federal government poses significant consequences for the Participants, and that engaging in unauthorized employment, including self-employment, is a ground of inadmissibility that would adversely impact a Participants’ ability to adjust their immigration status at a later time and could also subject Participants to removal proceedings or bar their re-entry into the U.S. The Contractor shall implement and administer the Program in a manner that does not result in Participants working in the U.S. without proper employment authorization from the federal government.



The Contractor will administer the WorkReady Denver program in a manner that meets the qualifications of a trainee program under both FLSA and Colorado wage and hour laws, and will provide the following to Participants):

- Intake, assessment and enrollment of referred individuals who have completed the Program application
- Individual education and employment plans tailored to the needs of each Participant
- Connection to education and “soft skills” training including but not limited to
  - ESL and Language Proficiency
  - Financial literacy and work readiness training
  - Career pathways information
  - DEDO approved industry-recognized credentialing programs
  - unpaid internship opportunities
  - Access to supportive services including transportation, childcare, PPE, tools, etc.
  - Direct connection to employment after Federal work-authorization
  - Follow up services to support employment retention after Participants secure Federal work-authorization

### **3.0 Outcomes**

**3.1** Contractor shall achieve the following measurable outcomes of the WorkReady Denver program:

- a. Not less than 500 individuals served
  - Intake and program enrollment
  - Individual education and employment plan developed
- b. Of the total individuals served, at least 90% completing ESL and soft-skill training program
- c. Of the total individuals served, at least 70% completing industry training program
  - Credential training
  - Unpaid internship
- d. Of the total individuals served, at least 70% employed after securing employment authorization.
- e. Average wage: \$20 per hour for Participant employment after securing employment authorization.

### **4.0 Pre Work-Authorization Services: Participant Recruitment, Referrals and Outreach**

**4.1** Contractor recruitment, referral and outreach shall include the following:

- a. Reliable contact information
- b. Work authorization status and timeline
- c. Previous work experience
- d. Skills assessment and inventory
- e. Current/relevant credentials

- f. Desired industry/occupation

#### **4.2 Case Management**

- a. Comprehensive one-on-one workforce development support
- b. Individualized education and employment plans
- c. Access to supportive services (transportation, childcare, needs-based payments, etc.)
- d. Post-enrollment/employment follow up and retention services

#### **4.3 Assessment**

Contractor shall conduct the following assessments with Participants:

- a. Basic literacy
- b. Language proficiency
- c. Career interests
- d. Personal aptitudes
- e. Pre- and post-job readiness surveys

#### **4.4 Training**

- a. ESL and Workplace ESL
- b. Financial Literacy

#### **4.5 Customized training for the following targeted industries**

- a. Construction
- b. Transportation/Logistics
- c. Early Childhood Education
- d. Healthcare
- e. Food & Beverage Services
- f. Hospitality

#### **4.6 Partner with other organizations who can provide credential training that cannot be provided in-house (examples: OSHA, CPR, ServSafe, Forklift Certification, etc.)**

#### **4.7 Partner directly with employer partners to provide customized training**

#### **4.8 Work with Denver Workforce Development to provide unpaid internship opportunities**

#### **4.9 Have the ability to support unpaid internship program.**

- a. Determine appropriateness of placement
- b. Facilitate pre-agreement interview process (if required)
- c. Complete work-site agreement with both business and participant
- d. Facilitate unpaid internship placement
- e. Conduct weekly progress monitoring
- f. Track unpaid internship hours

### **5.0 Post Work-Authorization Services**

#### **5.1 Employment Pathways**

#### **5.2 Leverage existing employer partnerships to achieve employment and retention outcomes.**

#### **5.3 Have the ability to provide direct employment pathways in the targeted industries outlined in section 4.6..**

## **6.0 Programmatic and Performance Requirements**

### **6.1 Participant Eligibility**

- a. Participants may be enrolled in the broader Denver Asylum Seeker Program (DASP)
  - Participants will have already completed asylum application prior to enrollment in WorkReady
- b. Participants will be identified by referrals from DEDO-DWD and approved organizations to the Contractor
- c. Referrals will be made and accepted through an agreed upon and documented process between DEDO-DWD and the Contractor

### **6.2 Develop Individual Education and Employment Plan with Participants:**

- a. Assist Participants in developing an individual education and employment plan
- b. The individual education and employment plan should provide a minimum of 20 hours per week of engagement activities throughout the program for WorkReady participants
  - 20 hours/week can include soft skill development, industry training and/or unpaid internship participation

## **7.0 Reports**

**7.1** DEDO staff will work with Contractor to develop measurable outcomes which may be based on the following structure.

- a. Wage and employment information must be provided for work-authorized Participants receiving support training through this funding as part of the reporting and outcome requirements.
- b. Contractor agrees to maintain and provide attendance, individual employment plan progress
- c. Contractor must attend a training session.
- d. The Contractor shall submit a final program report with formatting and content to be determined by DEDO-DWD.

## **8.0 Documentation/File Management**

**8.1** Contractor is responsible for maintaining electronic files utilizing DEDO System of Record documenting enrollment, assessment, progress, and services provided in accordance to DEDO-DWD data and file management procedures and timelines for each enrolled participant.

**8.2** All electronic participant and employer files shall follow the guidance provided by DEDO-DWD.

## **9.0 Administrative Requirements**

### **9.1 Compensation and Methods of Payment**

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

## **9.2 Records Retention**

- a. Contractor must provide original files to DEDO-DWD upon request for audit and review. If requested by DEDO-DWD, Contractor must provide original files to DEDO-DWD after this Agreement has expired including a File Checklist form. Contractor shall make arrangements to transfer all documentation to DEDO-DWD. If DEDO-DWD does not request the files from Contractor, Contractor must retain the files for six (6) years after submittal of the final report or until resolution of any pending audit and shall permit access thereto at no cost to the City. In the event that the Contractor cannot continue to maintain and store this documentation, original participant files will be submitted to DEDO-DWD in accordance with DEDO-DWD policy.

## **9.3 Technology Requirements**

- a. The Contractor shall match its technological capacity to DEDO-DWD's minimal requirements. In order to connect to Denver City information technology, Contractor must comply with the City's requirements that at minimum include VPN and background checks and annual Cyber Security Training.
- b. All Contractor 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.

## **9.4 Privacy and Confidentiality**

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

- c. The Contractor must provide DEDO with one of the following security control certifications on an annual basis: SSAE18, SOC2, ISO 27001 or other certification as agreed upon.
- d. The Contractor has provided DEDO with a copy of its data breach process and incident response policy in effect at the time of contract execution. . Contractor will provide DEDO with any updates to the policy as such updates are completed, and shall keep the policy in compliance with DEDO-DWD policies, as well as other local, State and Federal requirements, as such local, State and Federal requirement are amended.
  - The Contractor 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-DWD policies, as well as other local, State, and Federal requirements.
- e. Contractor acknowledges that DEDO and the City and County of Denver have the right to audit security and data handling measures at any time during the Term.





**CITY AND COUNTY OF DENVER  
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY  
WorkReady Program  
PROGRAM YEAR 2024  
PERSONNEL & FRINGE BUDGET**

**A. Respondent:** Centro De Los Trabajadores

**C. Contract Number:** OEDEV-202473370

**B. Program:** WorkReady

**D. Contract Period:** 05/01/2024-06/30/2025

(1) Position/Title	(2) Employee(s) Name	(3) No. Employee(s)	(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).
WorkReady Coordinator	TBD	1	\$60,000	1.17	\$70,200	\$70,200	Serve as a liaison between El Centro and DEDO. They are responsible for promotion and recruitment of the program, and to be a liaison between
WorkReady Case Manager Coordinator	TBD	1	\$60,000	1.17	\$70,200	\$70,200	Serve as a liaison between El Centro and DEDO. They are responsible for promotion and recruitment of the program, and to be a liaison between
Case manager	TBD	1	\$55,000	1.17	\$64,350	\$64,350	Case Managers are in charge of a case load of at least 50 participants assigned: intake and navigating every step from first intake to job
Case manager	TBD	1	\$55,000	1.17	\$64,350	\$64,350	Case Managers are in charge of a case load of at least 50 participants assigned: intake and navigating every step from first intake to job
Case manager	TBD	1	\$55,000	1.17	\$64,350	\$64,350	Case Managers are in charge of a case load of at least 50 participants assigned: intake and navigating every step from first intake to job
Case manager	TBD	1	\$55,000	1.17	\$64,350	\$64,350	Case Managers are in charge of a case load of at least 50 participants assigned: intake and navigating every step from first intake to job
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Case manager	TBD	1	\$55,000	1.17	\$64,350	\$64,350	Case Managers are in charge of a case load of at least 50 participants assigned: intake and navigating every step from first intake to job
Case manager	TBD	1	\$55,000	1.17	\$64,350	\$64,350	Case Managers are in charge of a case load of at least 50 participants assigned: intake and navigating every step from first intake to job
Supervisor	TBD	1	\$105,000	0.25	\$26,250	\$26,250	The Supervisor will oversee the WorkReady Program, WorkReady Coordinators and Case Management progress. The supervisor will be in
<b>(9) Totals</b>					<b>\$810,150</b>	<b>\$810,150</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) Social Security & Medicare (FICA)	\$61,976	\$61,976	= 7.65% x Line 9
(11) Federal Unemployment Tax (FUTA)	\$0	\$0	= 0.00% x Line 9
(12) State Unemployment Insurance (SUI)	\$68,352	\$68,352	= 8.44% x Line 9
(13) Workers Compensation	\$0	\$0	= 0.00% x Line 9
(14) Other (Please List) <b>Health and Dental (\$6120 per employee)</b>	\$87,707	\$87,707	= 10.83% x Line 9
(15) Other (Please List) <b>Occupational Privilege + FMLI</b>	\$8,887	\$8,887	= 1.10% x Line 9
(16) Total Fringe Benefits (Add Lines 10-15)	\$226,922	\$226,922	
<b>(17) Total Personnel Costs (Line 9 plus Line 16)</b>	<b>\$1,037,072</b>	<b>\$1,037,072</b>	





## EXHIBIT C

### FISCAL SYSTEM DESIGN:

This section is designed to provide the financial and administrative requirements applicable to federally funded programs function as required partners in the One-Stop system. It contains the common requirements for grants and financial management found in OMB Uniform Guidance 2 CFR §200 and DOL Exceptions 2CFR §2900.

#### **1.1 Cost Principles, Allowable Costs and Unallowable Costs**

- 1.1.1 Costs must be necessary and reasonable. Any cost charge to a grant must be necessary and reasonable for the proper and efficient performance and administration of the grant. A grantee or subawardee is required to exercise sound business practices and to comply with its procedures for charging costs.
- 1.1.2 *Costs must be allocable:* A grantee may charge costs to the grant if those costs are clearly identifiable as benefiting the grant program. Costs charged to the grant should benefit only the grant program, not other programs or activities. In order to be allocable, a cost must be treated consistently with like costs and incurred specifically for the program being charged. Shared costs must benefit both the ETA grant and other work and be distributed in reasonable proportion to the benefits received.
- 1.1.3 *Costs must be authorized or not prohibited under Federal, State, or local laws or regulations:* Costs incurred must not be prohibited by any Federal, State, or local law.
- 1.1.4 *Costs must receive consistent treatment by a grantee:* A grantee must treat a cost uniformly across program elements and from year to year. Costs that are indirect for some programs cannot be considered direct ETA grant costs.
- 1.1.5 *Costs must not be used to meet matching or cost-sharing requirements:* A grantee may not use federally funded costs, whether direct or indirect, as match or to meet matching fund requirements unless specifically authorized by law.
- 1.1.6 *Costs must be adequately documented:* A grantee must document all costs in a manner consistent with GAAP. Examples include retaining evidence of competitive bidding for services or supplies, adequate time records for employees who charge time against the grant, invoices, receipts, purchase orders, etc.
- 1.1.7 *Costs must conform to ETA grant exclusions and limitations:* A grantee or sub-grantee may not charge a cost to the grant that is unallowable per the grant regulations or the cost limitations specified in the regulations.

#### **2.1 Cash Management**

Disbursements shall be processed through the Denver Economic Development & Opportunity (DEDO) - Financial Management Unit (FMU) and the City and County of Denver's Department of Finance.

- 2.1.1 The method of payment to the Contractor by DEDO shall be in accordance with established FMU procedures for line-item reimbursements. The Contractor should submit expenses to DEDO on or before the last day of each month for the previous month's activity.

- 2.1.2 Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with DEDO policies. Vouchers need to be submitted within thirty (30) days of the actual service, expenditure or payment of expense.
- 2.1.3 The Contractor shall submit the final voucher for reimbursement no later than thirty (30) days after the end of the contract period.
- 2.1.4 The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget within the Scope of Work.
- 2.1.5 The standardized DEDO "Expense Certification Form" must be included with each reimbursement or draw-down request.

### **3.1 Expense Guidelines**

#### **3.1.1 Payroll**

3.1.1.1 A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll: (1) the amount of time worked by the employee for this pay period; and (2) the amount of salary paid to the employee, including information on payroll deductions.

3.1.1.2 The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee's name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.

3.1.1.3 A payroll register or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

#### **3.1.2 Fringe Benefits**

3.1.2.2 Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary paid under this contract. Fringe benefits may also include medical plans, retirement plans, worker's compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or, 2) by submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.

- 3.1.3 Food Purchases – will not be reimbursed.
- 3.1.4 Administration and Overhead Cost - Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by DEDO.

#### **4.1 Per Diem and Travel Expense Limitation**

- 4.1.1 Service providers are required to develop and maintain policies regarding compensation for staff and participant travel costs. Meals, lodging, rental cars, airfare, mileage for employee-owned cars, and other travel expenses may be paid for staff and participants who travel as part of their job, training activity or grant purpose.
- 4.1.2 Documentation of the purpose and cost of travel must be maintained. The documentation should include the time of travel in order to compute and verify allowed per diem amounts. No employee may be reimbursed for expenses incurred in going to and from work. Lunches and/or dinners in your home office city outside the scope of an agenda are prohibited.

#### **5.1 Procurement, Inventory and Disposal**

- 5.1.1 Service providers are delegated authority to make purchases of equipment, supplies and services as described below. Service providers are responsible for ensuring the vendors selected are not debarred or suspended by checking the information on the following federal government website: <http://epls.arnet.gov>.
  - 5.1.1.1 *Micro Purchases* – under \$3,000. All service providers may purchase items with a value of less than \$3,000 using any open and fair procurement method that best meets the agency’s needs. The method should assist the service provider in obtaining a high quality product for a fair price. Documentation should be maintained of the need for the item and its benefit to the program.
  - 5.1.1.2 *Limited Solicitation for Services* - Purchases between \$3,001 to \$149,999. Service providers must maintain a fair and open procurement process meeting the criteria for small purchases. This requires a documented solicitation from a minimum of three viable sources, if available, either orally or in writing. In addition, the service provider must obtain and document prior approval from the Bureau for the purchase, and maintain documentation of the following: bid and rating criteria; advertising and public notice of the bid opportunity; responses received; and reason for the decision.
  - 5.1.1.3 *Formal Competition* - Large Purchases over \$150,000 for services and for supplies. Large purchases are typically included in the provider agreement as part of the major purpose of the provider agreement, although this is not a requirement. Large purchases are subject to all the requirements of medium purchases, and in addition must use a formal,

closed-bid procurement process. Service providers must obtain and document prior approval from DEDO.

- 5.1.1.4 *Inventory*- Service providers must maintain physical control of the asset to ensure adequate safeguards are in place to prevent loss, damage or theft of property. Adequate maintenance procedures must be in place to keep the property in good condition.
- 5.1.1.5 *Disposition Service* - Providers may dispose of equipment and supplies according to agency policy when the fair market value of the equipment unit, or the aggregate fair market value of the supplies, is less than \$5,000.

## **6.1 Program Income**

- 6.1.1 Program income includes, without limitation, income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.
- 6.1.2 Program income which was not anticipated at the time of the award may be added to the award and must be used for the purposes and under the conditions of the award. The cost of generating program income must be subtracted from the amount earned to establish the net amount of program income available for use under the award when these costs have not been charged to the program. ALL PROGRAM INCOME GENERATED DURING ANY GIVEN PERIOD SUBMITTED FOR PAYMENT SHALL BE DOCUMENTED ON THE VOUCHER REQUEST.
- 6.1.3 The Contractor, at the end of the program, may be required to remit to the City all or a part of any program income balances (including investments thereof) held by the Contractor (except AS APPROVED IN WRITING BY DEDO, INCLUDING those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs), unless otherwise directed in writing by DEDO.

## **7.1 General Reimbursement Requirements**

- 7.1.1 *Invoices*: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor, and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.

- 7.2.1 *Capital Purchases:* As stewards of federal monies, DEDO must ensure that all purchases that are reimbursed with grant monies will fulfill the goals of the grant-funded program as stated in the Scope of Work. Significant purchases of capital (i.e., equipment) made in the last quarter of the contract will receive extra scrutiny to ensure that certain purchases will be used for grant-funded program needs. If it is found that capital purchases will not provide significant increased benefits to the grant-funded program, DEDO reserves the right to consider such costs as disallowed and reject requested reimbursement.

## **8.1 Financial Management Systems**

The Contractor must maintain financial systems that meet the following standards:

- 8.1.1 Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal financial reporting requirements.
- 8.1.2 Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
- 8.1.3 Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.
- 8.1.4 Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
- 8.1.5 Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
- 8.1.6 The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
- 8.1.7 A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
- 8.1.8 The Contractor shall participate, when applicable, in DEDO provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Vouchering Process.

## **9.1 Audit Requirements**

- 9.1.1 The Service Provider is responsible for independent annual audits of its Provider Agreement and costs associated therewith. If a Service Provider qualifies under the Single Audit Act amendments of 1996, the Service Provider shall have an audit conducted in accordance with Office of Management and Budget (OMB) Uniform Guidance §2 CFR Part 200 Subpart F and the applicable audit standards set forth in the Standards for Audit of Governmental Organizations, Programs, Activities, and Functions issued by the Comptroller General of the United States.
- 9.1.2 Any audit findings in connection with this Provider Agreement shall be resolved with the Grantor within 180 days of the publication of the final audit report. The Grantor may, in its sole discretion, also require additional audits. The Service Provider will pay these additional costs.
- 9.1.3 Responsibility for audit costs and for maintaining complete financial records remains with the service provider.
- 9.1.4 Service providers having a single audit conducted are to inform the auditing firm that audits are to be made in accordance with the:
- *Generally Accepted Governmental Auditing Standards (GAGAS)*
  - *OMB Uniform Guidance 2 CFR §200 Subpart F*
  - *AICPA Generally Accepted Auditing Standards*

## **10.1 Budget Modification Requests**

- 10.1.1. All modification to the budget require submittal by Contractor of a written justification and the new budget documents.
- 10.1.2 The Contractor understands that any budget modification requests under this Agreement must be submitted to DEDO prior to the last Quarter of the Contract Period, unless waived in writing by the DEDO Director.

## **11.1 Bonding**

- 11.1.1 DEDO may require adequate fidelity bond coverage, in accordance with §2 C.F.R. 200.304(b), where the subrecipient lacks sufficient coverage to protect the Federal Government's interest.

## **12.1 Records Retention**

- 12.1.1 The Contractor must retain for seven (7) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
- 12.1.2 The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are

pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

12.1.3 The Contractor must retain for seven (7) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.

12.1.4 The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

### **13.1 Contract Close-Out**

13.1.1 All Contractors are responsible for completing required DEDO contract close-out forms and submitting these forms to their appropriate DEDO Contract Specialist within thirty (30) days after the Agreement end date, or sooner if required by DEDO in writing.

13.1.2 Contract close out forms will be provided to the Contractor by DEDO within thirty (30) days prior to end of contract.

13.1.3 DEDO will close out the award when it determines that all applicable administrative and all required work of the contract have been completed.

### **14.1 Collection of Amounts Due**

14.1.1 Any funds paid to a Contractor in excess of the amount to which the Contractor is finally determined to be entitled under the terms of the award constitute a debt to the Federal Government and the City. If not paid within a reasonable period after demand, DEDO may 1) Make an administrative offset against other requests for reimbursements, 2) other action permitted by law.





## **EXHIBIT E**

### **Protected Information and Data Protection**

#### **1. PROTECTED INFORMATION AND DATA PROTECTION**

**1.1. Compliance with Data Protection Laws:** The Contractor shall comply with all applicable laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder and, when applicable, the most recent iterations of § 24-73-101, *et seq.*, C.R.S.; § 24-85-103 (2.5), C.R.S.; IRS Publication 1075; the Health Information Portability and Accountability Act (HIPAA); the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all Criminal Justice Information; the Colorado Consumer Protection Act; and the Payment Card Industry Data Security Standard (PCI-DSS), (collectively, "Data Protection Laws"). If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.

**1.2. Personal Information:** "PII" means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-73-101, C.R.S. "PII" shall also mean "personal information" as set forth at § 24-73-103(1)(g), C.R.S. If receiving PII under this Agreement, the Contractor shall provide for the security of such PII, in a manner and form acceptable to the City, including, without limitation, City non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, and security audits. In addition, as set forth in § 28-251, D.R.M.C., the Contractor, including, but not limited to, the Contractor's employees, agents, and subcontractors, shall not collect or disseminate individually identifiable information about the national origin, immigration, or citizenship status of any person, over and above the extent to which the City is required, under this Agreement, to collect or disseminate such information in accordance with any federal, state, or local law.

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

## EXHIBIT E

### Protected Information and Data Protection

authority. Unless the City provides security protection for the information it discloses to the Contractor, the Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S.

- 1.4. Data Access and Integrity:** The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards, guidelines, and Data Protection Laws applicable to the Contractor's performance hereunder to ensure the security and confidentiality of all data. The Contractor shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of any data; restrict access to data as necessary; and ensure the proper use of data. The Contractor shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. All data and Protected Information shall be maintained and securely transferred in accordance with industry standards. Unless otherwise required by law, the City has exclusive ownership of all data it discloses under this Agreement, and the Contractor shall have no right, title, or interest in data obtained in connection with the services provided herein.
- 1.5. Data Retention, Transfer, Litigation Holds, and Destruction:** Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of this Agreement, the Contractor shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Contractor is required by law to retain data, including Protected Information. Upon the City's request, the Contractor shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor's exclusive custody, the City may request that the Contractor preserve such data outside of its usual record retention policies. The City will promptly coordinate with

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the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable.

- 1.6. Software and Computing Systems:** At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information, with Protected Information, received as a result of the Contractor's services under this Agreement. The Contractor shall comply with all requirements, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, enhancements, or updates consistent with evolving industry standards, and periodic penetration testing.
- 1.7. Background Checks:** The Contractor will ensure that, prior to being granted access to Protected Information, the Contractor's agents, employees, subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data.
- 1.8. Subcontractors and Employees:** If the Contractor engages a subcontractor under this Agreement, the Contractor shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the services provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its subcontractor's compliance with the obligations of this Agreement and for any of its subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentiality of any disclosed data shall apply equally to

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both the Contractor and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies.

- 1.9. Security Breach:** If the Contractor becomes aware of an unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of Protected Information or data maintained or provided by the City (“Security Breach”), the Contractor shall notify the City in the most expedient time and without unreasonable delay. The Contractor shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and Data Protection Laws. The Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. The Contractor shall indemnify, defend, and hold harmless the City for any and all claims, including reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach or lawful notices.
- 1.10. Request for Additional Protections and Survival:** In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City’s request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor to comply with the request at the City’s expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentiality of any disclosed data shall survive termination of this Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor’s possession or control.