

AGREEMENT

TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)

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**AGREEMENT
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)**

THIS AGREEMENT by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", and **COLORADO WOMEN'S EMPLOYMENT AND EDUCATION, INCORPORATED**, a non-profit corporation, dba, Center for Work Education and Employment, with an address of 1175 Osage Street, Suite 300, Denver, CO 80204 (the "Contractor"), collectively "the parties".

The parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of Human Services (the "Executive Director" and the "Agency", respectively) or, the Executive Director's Designee.

2. WORK TO BE PERFORMED:

a. The City has been awarded or allocated funds to provide programs and services under the Temporary Assistance for Needy Families (TANF) program, a program created by the Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, 42 U.S.C. 601 *et seq.*, (PRWORA/TANF-CFDA# 93.558), as supplemented by the Colorado Works Program Act of 1997, as amended, C.R.S. § 26-2-701, *et seq.*, ("CWPA") (together, the "Program"). 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, the Scope of Work and Budget**, (the "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 the Agreement and in accordance with the terms of the Agreement.

d. The Contractor agrees to follow formal referral policies of the City's Department of Human Services ("Department"), including adherence to rules addressing services to clients who are denied, due to ineligibility, benefits under the Temporary Assistance for Needy Families program ("TANF").

3. TERM: The term of this Agreement shall commence on **June 15, 2017**, and shall terminate on **June 30, 2018** (the "Term"). Subject to the Executive Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Executive Director.

4. COMPENSATION AND PAYMENT:

a. **Budget:** The City shall pay and the Contractor shall accept as the sole compensation for Services rendered and costs incurred under the Agreement approved amounts consistent with the budget set forth in **Exhibit A**. Amounts billed may not exceed the budget set forth in **Exhibit A**. The Contractor certifies the budget line items in **Exhibit A** contain reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R. 200, Subpart E.

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

c. **Invoices:** Funds will be disbursed in appropriate monthly increments, upon receipt and approval of Contractor's monthly invoices and any City required budget documents or reports. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Contractor's invoice(s) will include any and all appropriate supporting documentation, including time sheets, payroll records, receipts, and any other documents which may be pertinent in light of the nature of the Services performed or expenses incurred under this Agreement. Contractor's Invoice(s) will reflect in detail the Services performed within the period for which the payment is requested and will address all completed project outcomes. 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 A** and any applicable rate schedule approved by the City. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only for work performed and expenses incurred during the prior month. Invoices submitted for payment must be received by the Agency on or before the last day of the month subsequent to the month for which reimbursement is being sought. 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.

Timesheets must reflect the amount of time, in hours and tenths of hours, attributable to each activity performed under this Agreement. 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).

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. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed the amount of Nine Hundred Fifty Thousand Dollars and Zero Cents (\$950,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

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

(3) If, as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. The foregoing in no way limits Contractor's obligation to reimburse the City for any costs or expenses paid under this Agreement that have been determined to be unallowable or disallowed by the Federal Government, State Government, or the City in accordance with applicable Federal Laws, State Laws, or the Charter, ordinances, rules, regulations, policies, and Executive Orders of the City and County of Denver.

5. REPORTS/CORRESPONDENCE:

a. Narrative and Other Reports: The Contractor shall provide the Agency with a monthly narrative summary report on activities performed with the assistance of funds provided under this Agreement no later than the fifteenth (15th) day of each month following the effective date of this Agreement, and continuing through the month following the date of termination of this Agreement. Each such report shall set forth in detail the progress of work under this Agreement and any other information reasonably requested by the City and shall be submitted in such a format as may be designated by the City. Narrative reports and other reports required by the scope of work shall be submitted to the program area identified in Exhibit A and may be delivered electronically by disk or e-mail, followed by hard copy transmittal, to the program area. In addition, the Contractor shall comply with any and all contract closeout procedures directed by the Executive Director

to be performed under this Agreement for final reimbursement, including but not limited to final review of payments, invoices, referrals, and required reporting documents, including close-out signature.

b. Procedural and Administrative Correspondence and Invoices: All written correspondence concerning procedural or administrative contract matters, other than invoices and notices required under Section 20, shall be delivered electronically to DHS_Contracting_Services@denvergov.org, or by U.S. mail to:

Attn: Contracting Services
Denver Department of Human Services
1200 Federal Boulevard, 4th Floor
Denver, Colorado 80204.

Invoices shall be delivered electronically to DHS_Contractor_Invoices@denvergov.org or by US Mail to:

Attn: Financial Services
Denver Department of Human Services
1200 Federal Boulevard
Denver, Colorado 80204

6. PERFORMANCE MONITORING/INSPECTION: The Contractor shall permit the Executive Director to monitor and review the Contractor's performance under this Agreement. The Contractor shall make available to the City for inspection any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hardcopy or electronic format, used in the performance of any of the Services required hereunder or relating to any matter covered by this Agreement in order to coordinate the performance of Services by the Contractor in accordance with the terms of this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the Services.

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

8. ENFORCEMENT REMEDIES/TERMINATION OF AGREEMENT: The City has the following rights of enforcement and termination:

a. Enforcement Remedies: If the Contractor materially fails to comply with the terms of this Agreement; the terms of any other agreement between the City and the Contractor; or any Federal Law, State Law or City Law in performing under this Agreement, and fails to cure any such noncompliance within ten (10) days (or such longer period as the City may allow) after receipt from the City of a notice specifying the noncompliance, or if Contractor experiences financial difficulties as evidenced by its admitting in writing its inability to pay debts generally as they become due; making an

assignment of all or a substantial part of its property for the benefit of its creditors; an order from a court of competent jurisdiction that Contractor is bankrupt or should have a general assignment for the benefit of its creditors; by its seeking or consenting to or acquiescing in the appointment of a receiver or trustee for all or a substantial part of its property or of its interest in this Agreement or if a receiver should be otherwise appointed by order of the Court on account of Contractor's insolvency which order has not been vacated, set aside or stayed within thirty (30) days from the date of entry appointing a receiver or trustee for all or a substantial part of its property the City may take one or more of the following enforcement actions:

(1) Withhold any or all payments to the Contractor, in whole or in part, until the required or necessary Services, deliverables, or corrections in performance are satisfactorily completed during the authorized period to cure default;

(2) Deny any and all requests for payment and/or demand reimbursement from Contractor of any and all payments previously made to Contractor for those Services or deliverables that have not been satisfactorily performed and which, due to circumstances caused by or within the control of the Contractor, cannot be performed or if performed would be of no value to the Program. Denial of requests for payment and demands for reimbursement shall be reasonably related to the amount of work or deliverables lost to the City;

(3) Disallow or deny all or part of the cost of the activity or action not in compliance;

(4) Suspend or terminate this Agreement, or any portion or portions thereof, effective immediately or (or such longer period as the City may allow) upon written notice to Contractor;

(5) Deny in whole or in part any application or proposal from Contractor for funding of the Program for a subsequent program year regardless of source of funds;

(6) Reduce any application or proposal from Contractor for refunding for the Program for a subsequent program year by any percentage or amount that is less than the total amount of compensation provided in this Agreement regardless of source of funds;

(7) Refuse to award Contractor, in whole or in part, any and all additional funds for expanded or additional services under the Program;

(8) Deny or modify any future awards, grants, or contracts of any nature by the City regardless of funding source for Contractor;

(9) Modify, suspend, remove, or terminate the Services, in whole or in part. If the Services, or any portion thereof, are modified, suspended, removed, or terminated, the Contractor shall cooperate with the City in the transfer of the Services as reasonably designated by the City; or

(10) Take other remedies that may be legally available.

b. Termination due to Changes in Program – PROWRA: If the Colorado Works Program Memorandum of Understanding executed by the City and the State of Colorado or any subsequent such Memorandum of Understanding is terminated for any reason, the total amount of compensation to be paid to the Contractor under this Agreement shall be reduced effective as of the date of termination of such Memorandum of Understanding and the parties will revise **Exhibits A and B**, in accordance with Section 2.2 above accordingly.

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

d. Termination for Convenience: The City has the right to terminate the Agreement without cause upon twenty (20) days prior written notice to the Contractor. However, nothing in this Section shall be construed as giving the Contractor the right to perform Services under this Agreement beyond the time when such Services become unsatisfactory to the Executive Director.

e. Payment upon Termination: Upon termination of the Agreement, upon any ground, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation that has not been disallowed by the City for work duly requested and satisfactorily performed or Services satisfactorily provided as described in the Agreement.

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

9. EXAMINATION OF RECORDS/AUDIT REQUIREMENTS:

a. Any authorized representative of the City, including the City Auditor or the Auditor's representative, the State of Colorado, or the federal government will have the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations whichever is longer. This right of access also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents.

b. The Contractor will keep true and complete records of all business transactions under this Agreement, will establish and maintain a system of bookkeeping satisfactory to the City's Auditor and give the City's authorized representatives access during reasonable hours to such books and records, except those matters required to be kept confidential by law. The Contractor agrees that it will keep and preserve for at least three (3) years all evidence of business transacted under this Agreement for such period.

c. The Contractor acknowledges that it is subject to any and all applicable regulations or guidance of the United States Office of Management and Budget including, but not limited to, all applicable laws, rules, regulations, policy statements, and guidance issued by the Federal Government (including the United States Office of Management and Budget), regarding audit requirements and access to records requirements. Non-profit organizations that expend \$750,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (the "OMB Omni Circular") and applicable federal regulations.

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

11. INSURANCE:

a. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. 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 contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement

are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

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

e. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or Services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

g. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

h. Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing the Services.

i. Additional Provisions:

(1) For Commercial General Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion);
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and
- (v) Any exclusion for sexual abuse, molestation or misconduct has been removed or deleted.

(2) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or Services were provided to the City, whichever is earlier.

(3) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

12. DEFENSE AND INDEMNIFICATION:

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

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

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

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

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

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

13. TAXES, LATE CHARGES, AND PERMITS: 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 and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

14. ASSIGNMENT AND 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 shall be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

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

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

17. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters

that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

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

19. CONFLICT OF INTEREST:

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

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

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

By Contractor to: Executive Director, Denver Department of Human Services
City and County of Denver
1200 Federal Boulevard
Denver, Colorado 80204-3221

With a copy to: Supervisor
Contracting Services
Denver Department of Human Services
1200 Federal Boulevard
Denver, Colorado 80204-3221

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

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom

notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

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

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

23. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall perform or cause to be performed all Services in strict compliance with all applicable laws, rules, regulations, and codes of the United States, State of Colorado, and with the Charter, ordinances, regulations, policies, and Executive Orders of the City and County of Denver, as amended from time to time, whether or not specifically referenced herein. Any references to specific federal, state, or local laws or other requirements incorporated into this Agreement are not intended to constitute an exhaustive list of federal, state, and City requirements applicable to this Agreement. Applicable statutes, regulations and other documents pertaining to administration or enforcement of the Services and all other applicable provisions of federal, state or local law are deemed to be incorporated herein by reference. Compliance with all such statutes, regulations and other documents is the responsibility of the Contractor. Contractor shall ensure that any and all subcontractors also comply with applicable laws. In particular, and not by way of limitation, the Services shall be performed in strict compliance with all laws, executive orders, ordinances, rules, regulations, policies and procedures prescribed by the City, the State of Colorado, and the United States Government, and the following additional requirements:

a. PRWORA/TANF: The Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, Temporary Assistance For Needy Families, 42 U.S.C. §601, *et seq.*, as may be amended from time to time.

b. Colorado Works: The Colorado Works Program Act, C.R.S. §26-2-701, *et seq.*

c. Colorado Works Memorandum of Understanding: The applicable terms and conditions of the Colorado Works Program Act Memorandum of Understanding, or any subsequent Memorandum of Understanding between the City and the State of Colorado, and as the same may be executed or amended from time to time.

d. Program Laws: Any and all federal, state, or City rules and regulations promulgated pursuant to the Federal Personal Responsibility and Work Opportunity

Reconciliation Act and the Colorado Works Program Act including but not limited to 45 C.F.R. 260, 45 C.F.R. 261, 9 C.C.R. 2503-6 (Volume 3); and 11 C.C.R. 2508-01 (Volume 5); and 12 Code Colorado Regulations 2509-1 (Volume 7).

e. Program instructions, directives, and guidance: All manuals, policies, procedures, informational memoranda, Program guidance, instructions, directives, or other written documentation issued by the federal government, State of Colorado, or the City and provided to the Contractor concerning the Program or the expenditure of federal funds.

f. Exhibits: The terms and conditions contained in all Exhibits to this Agreement unless the City notifies the contractor in writing that a specific requirement does not apply to the performance of the Services.

g. Governing Agreements: Any and all Grant Awards, Contracts, or other Agreements governing this Agreement.

h. Requests for Proposals: Any and all Requests for Proposals, or portions thereof, issued by the City for purposes of this Agreement as designated by the Executive Director.

i. OMB: All applicable circulars of the U.S. Office of Management and Budget (“OMB”) including without limitation Omni-Circular “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Part 200, *et seq.*

j. The Deficit Reduction Act of 2005: 109 P.L. 171.

k. Pass-Through of City Obligations Pursuant to The Applicant Verification Statute:

(1) This Agreement is subject to Article 76.5 of Title 24, Colorado Revised Statutes, and any rules adopted pursuant thereto, as now existing or as hereafter amended (together the “Applicant Verification Statute”). 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, State or Local Public Benefits (“Benefits”) conferred pursuant to this Agreement, as such Benefits are defined in the Applicant Verification Statute. The Contractor shall require the Applicant to produce one of the forms of identification listed in the Applicant Verification Statute, and execute an affidavit in the form attached hereto as **Exhibit C** and incorporated herein by this reference. The Contractor shall maintain copies of each Applicant’s identification documentation and affidavit, and shall make such copies available to the City upon request;

l. Grievance Policy: The Parties desire to ensure that clients are being adequately informed over pending actions concerning their continued participation in the program or activity provided by the Contractor. Also, clients must be allowed adequate opportunity to communicate dissatisfaction with the facilities or Services offered by the Contractor. In order to satisfy this requirement, the Contractor agrees to provide a

written "Grievance Policy" as a mechanism to provide opportunities for the City and its clients to meaningfully communicate problems, dissatisfaction, and concerns and to establish procedures for resolution of grievances. The policy must be communicated to clients upon their initial receipt of Services. The Contractor agrees that a formal "Grievance Policy" will be adopted by its governing body and submitted to the Executive Director for approval at the Executive Director's discretion on or before the commencement of the term of this Agreement. Failure to provide an acceptable Grievance Policy shall constitute a material breach of this Agreement.

m. Debarment: The Contractor is subject to the prohibitions on contracting with a debarred organization pursuant to U.S. Executive Orders 12549 and 12689, Debarment and Suspension, and implementing federal regulations codified at 2 C.F.R. Part 180 and 2 C.F.R. Part 376. By its signature below, the Contractor assures and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall provide immediate written notice to the Executive Director if at any time it learns that its certification to enter into this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances. If the Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the Contractor shall provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if the Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the City may pursue any and all available remedies available to the City, including but not limited to terminating this Agreement immediately, upon written notice to the Contractor.

The Contractor shall include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" in all covered transactions associated with this Agreement. The Contractor is responsible for determining the method and frequency of its determination of compliance with Executive Orders 12549 and 12689 and their implementing regulations.

n. Prohibited Transactions:

(1) **Interest of Contractor:** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest will be employed.

(2) **Members of Congress:** No member of or delegate to the Congress of the United States of America shall be admitted to any share or part hereof or to any benefit to arise from this Agreement.

(3) **Employees:** No officer or employee of either the City or the Contractor shall derive any unlawful personal gain, either by salary, fee payment or personal allowance, from his or her association with the other party to this

Agreement. Any contractual provision that contravenes the provisions of this Section shall be null and void. This Section shall not prohibit an officer or administrator of one party to this Agreement from being reimbursed by the other party for actual, out-of-pocket expenses incurred on behalf of the other party.

(4) **Political Activity:** Without limiting the foregoing, the Contractor agrees that political activities are prohibited under this Agreement, and agrees that no funds paid to it by the City hereunder will be used to provide transportation for any persons to polling places or to provide any other services in connection with elections.

o. **Byrd Anti-Lobbying:** If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the Agency a required certification form provided by the Agency certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

p. **Mandatory Disclosures:** Contractor must disclose, in a timely manner, in writing to the Agency all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the work to be performed under this Agreement. Failure to make required disclosures can result in the Agency taking any of the remedies described in 2 C.F.R. §200.338.

q. **FFATA:** The Federal Funding Accountability and Transparency Act of 2006, FFATA, and implementing rules and regulations.

r. **Clean Air and Water:** The Clean Air and Federal Water Pollution Control Act, 42 U.S.C. 7606 (Section 306) and 33 U.S.C. 1368 (Section 508), Executive Order 11738, and other applicable Environmental Protection Agency (EPA) regulations. Contractor understands that all violations shall be reported to the Federal awarding agency, the Regional Office of the EPA, and the City.

s. **Energy Policies:** The Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) concerning energy efficiency and conservation plans.

t. **No Employment of Illegal Aliens to perform work under the Agreement (City Ordinance):** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance"). The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

(3) The Contractor also agrees and represents that:

- (i) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (ii) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (iii) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (iv) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (v) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (vi) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.
- (1) The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification

Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

u. No Discrimination in Employment (City Executive Order No. 8): In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

v. Non-Discrimination and Equal Employment Opportunity (Federal requirements):

(1) In carrying out its obligations under the Agreement, Contractor and its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 CFR Part 37, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. Contractor agrees not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. Contractor will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status.

(2) Contractor agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. Contractor will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of Contractor.

(3) Contractor will incorporate the foregoing requirements of this section in all of its subcontracts.

(4) Contractor agrees to collect and maintain data necessary to show compliance with the nondiscrimination provisions of this section.

w. **No Discrimination in Program Participation (Federal)**: The Contractor will comply with any and all applicable federal, state, and local laws that prohibit discrimination in programs and activities funded by this Agreement on the basis of race, color, national origin, sex, disability, and age including but not limited to Title VI of the Civil Rights Act of 1964 (Title VI), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (ADA), Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 (Title VII), the Age Discrimination in Employment Act (ADEA), the antidiscrimination provision of the Immigration Reform and Control Act of 1986 (IRCA), and the Equal Pay Act (EPA). Violations may be subject to any penalties set forth in said applicable laws and the Contractor agrees to indemnify and hold the City harmless from any and all claims, losses, or demands that arise under this paragraph. Contractor acknowledges that Title VI prohibits national origin discrimination affecting persons with limited English proficiency (LEP). Contractor hereby warrants and assures that LEP persons will have meaningful access to all services provided under this Agreement. To the extent Contractor provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, LEP persons shall not be required to pay for such assistance. Further, Contractor acknowledges the City's Office of Human Rights and Community Partnerships, Office of Sign Language Services (OSLS) oversees access for deaf and hard of hearing people to City programs and services. The Contractor will comply with any and all requirements and procedures of the OSLS, as amended from time to time, concerning the provision of sign language interpreter services for all services provided by the Contractor under this Agreement.

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

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

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

27. **INTELLECTUAL PROPERTY RIGHTS**:

a. Ownership: Except where the City has agreed in writing to accept a license or where expressly prohibited by federal law, the City and the Contractor intend that any and all copyright, trademark, servicemark, trade secret, patent, patent applications, or other intellectual property or proprietary rights, both registered and unregistered, whether existing now or in the future (“Intellectual Property”) in and to the Services, any other affiliated services supplied by the Contractor, directly or indirectly, and any creative works, inventions, discoveries, know-how, social media accounts, websites, domain names, and mobile applications, and any improvements to and derivative works of any of the foregoing, created, purchased, licensed, used, or supplied by the Contractor, a Subcontractor, or a third party contractor in connection with the Services are the sole property of the City.

b. Copyrightable Intellectual Property:

(1) The City and Contractor intend that Intellectual Property includes without limitation any and all records, case files, databases, materials, information, text, logos, websites, mobile applications, domain names, templates, forms, documents, videos, podcasts, newsletters, e-mail blasts, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, multimedia or audiovisual materials, negatives, specifications, software, data, products, ideas, inventions, templates, knowhow, studies, reports, and any other work or recorded information created, purchased, licensed, used, or supplied by the Contractor, or any of its Subcontractors or other third party contractors, in connection with the Services, in preliminary or final forms, in paper or electronic format, and on any media whatsoever (collectively, “Materials”). The Contractor shall not use, willingly allow another to use, or cause any Materials to be used for any purpose other than for the performance of the Contractor's duties and obligations under this Contract without the prior, express written consent of the City. To the extent permitted by the U.S. Copyright Act, 17 U.S.C. §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 hereby sells, assigns and transfers all rights, 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 copyright, patent, trademark and other intellectual property rights in perpetuity.

(2) Contractor shall not create, purchase, license, supply or use any logos, software programs, software as a service, websites, mobile applications, domain names, social media accounts, or third party software, social media, applications or websites in connection with the Services or any other affiliated services supplied by the Contractor unless the program, product or service, in each case, is specifically identified as an expense on Exhibit A or Contractor has obtained the Executive Director's prior written permission to create, purchase, license, supply or use the program, product or service and otherwise complied with all requirements of the City concerning said matter. The Contractor shall maintain and keep current an inventory, in such format as designated by the Executive Director,

of all such approved Materials. Contractor will submit a copy of the most current version of the Materials inventory with Contractor's periodic request for payment. The City will have final decision making authority to determine and/or edit the final content, design, layout, format, and "look and feel" of any such Materials. The Contractor will ensure that all Materials, or any portion or version thereof, do not, directly or indirectly, in whole or in part, infringe upon any third party's copyright, trademark, patent, or other intellectual property rights, title or interests.

c. Patentable Intellectual Property: The City and Contractor intend that Intellectual Property includes any and all software that is excluded from copyright materials as well as any improvement, invention, discovery, know-how, business method, or other invention which is or may be patentable or otherwise protectable under the laws of the United States (whether or not produced in the United States) conceived or first actually reduced to practice in the performance of work under this contract by the Contractor, or any of its third party contractors, in connection with the services provided under the Agreement. The Contractor shall immediately notify the Executive Director in writing of any such patentable Intellectual Property and provide the Executive Director with a complete written report describing in detail each specific software, know-how, method, invention, improvement or discovery.

d. Third Party Products, Materials and Processes: Contractor represents and warrants that the Services, and any other affiliated services supplied by Contractor in connection with this Agreement, will not infringe upon or violate the City's Intellectual Property, any other rights held by the City to any intellectual property, or the intellectual property or proprietary rights of any third party. If the Contractor employs any third party product, design, device, material or process covered by letter of patent or copyright, it shall provide for such use by suitable legal agreement with the third party patentee or copyright owner. The Contractor shall defend, indemnify, and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the City for any costs, expenses and damages which it may be obligated to pay by reason of any infringement, at any time during the prosecution or after the completion of Services. Where the Services, or any other affiliated services provided by Contractor, contain false, offensive, or disparaging content or portray the City, its appointed and elected officials, agents and employees, or any third party in a disparaging way, either as solely determined by the City or the third party, as appropriate, Contractor will immediately remove the false, offensive, or disparaging content. If Contractor fails to do so, the City will have the right, at the City's sole election, to immediately enforce any remedies available to it under this Agreement or applicable laws. The requirements and obligations contained in the preceding sentences of this Section 16.4 will not apply to a specific third party patented device, material or processes that the Executive Director has directed, in writing, the Contractor to use.

e. Federal License: Contractor acknowledges that pursuant to Federal Law, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

f. Restrictions on Other City Intellectual Property: The Contractor will not use, reproduce, transmit, copy, distribute, alter, modify, register, or incorporate any registered or unregistered trademark or servicemark, logo, seal, flag, official insignia, name, icon, copyright, patent, or domain name of the Agency or the City without, in each case, the prior written permission of the Executive Director and the City's Director of Marketing, or their designated representatives. Upon receipt of such permission, the Contractor shall fully coordinate all logo use with the City's Director of Marketing or, if and as directed, with a designated employee of the Agency.

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

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

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

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

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. PERSONAL INFORMATION; DATA PROTECTION; PROTECTED HEALTH INFORMATION; PROTECTED SUBSTANCE ABUSE TREATMENT RECORDS:

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

b. **“Personal Information”** means all information that individually or in combination, does or can identify a specific individual by or from which a specific individual can be identified, contacted, or located. Personal Information includes, without limitation, name, signature, address, e-mail address, telephone number, social security number (full or partial), business contact information, date of birth, national or state identification numbers, and any other unique identifier or one or more factors specific to the individual’s physical, physiological, mental, economic, cultural, or social identity.

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

d. **Software Programs:** Contractor will use the software programs designated or otherwise approved by the City to collect, use, process, store, or generate all data and information, without or without Personal Information, in connection with the Services, or any other affiliated services provided by Contractor. Contractor will fully comply with any and all requirements and conditions associated with the use of such software programs as designated from time to time by the City, the State Government, or the Federal Government.

e. **Security of Personal Information and Access to Software Programs:** In addition, Contractor will establish and maintain data privacy and information security policies and procedures, including physical, technical, administrative, and organizational safeguards, in order to: (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information; (iii) protect against unauthorized disclosure, access to, or use of Personal Information; (iv) ensure the proper use of Personal Information; and (v) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing.

f. **Confidentiality:** Unless otherwise permitted expressly by applicable law, all Personal Information collected, used, processed, stored, or generated in connection with the Services will be treated by Contractor as highly confidential information. Contractor will have no right, title, or interest in any Personal Information or any other data obtained or supplied by Contractor in connection with the Services. Contractor has an obligation to immediately alert the City if Contractor’s security has been breached

or if Contractor is aware of any unauthorized disclosure of Personal Information. This Section will survive the termination of this Agreement.

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

h. Protected Health Information: The Contractor will comply with all applicable state and federal laws protecting the privacy or confidentiality of any and all protected health information and all requirements contained in **Exhibit A**. Contractor shall submit to the Executive Director, within fifteen (15) days of the Executive Director's written request thereof, copies of Contractor's policies and procedures to maintain the confidentiality of protected health information to which the Contractor has access.

i. Protected Substance Abuse Records: The Contractor will comply with all applicable state and federal laws protecting the privacy or confidentiality of any and all protected substance abuse treatment information and all requirements contained in **Exhibit A**. Contractor shall submit to the Executive Director, within fifteen (15) days of the Executive Director's written request thereof, copies of Contractor's policies and procedures to maintain the confidentiality of protected health information to which the Contractor has access.

34. CONFIDENTIAL INFORMATION; OPEN RECORDS:

a. City Proprietary and Confidential Information: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to proprietary information and confidential information that may be owned or controlled by the City, and that the disclosure of such information may be damaging to the City or third parties. Contractor agrees that all proprietary information and confidential information or any other data or information provided or otherwise disclosed by the City to Contractor will be held in confidence and used only in the performance of its obligations under this Agreement. Contractor will exercise the same standard of care to protect such proprietary information and confidential information as a reasonably prudent contractor would to protect its own proprietary or confidential data. For purposes of this Section 34, the City's proprietary information and confidential information will include, without limitation, all information that would not be subject to disclosure pursuant to the Colorado Open Records Act or Denver ordinance, and provided or made available to Contractor by the City. Such proprietary information and confidential information may be in hardcopy, printed, digital, electronic, or other format.

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

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

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

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

(4) Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement will survive the expiration or earlier termination of this Agreement. Contractor will not disclose proprietary information or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

(5) If the City is furnished with proprietary data or confidential information that may be owned or controlled by Contractor (“Contractor’s Confidential Information”), the City will endeavor, to the extent provided by law, to comply with the requirements provided by Contractor concerning Contractor’s Confidential Information. However, Contractor understands that all the material provided or produced by Contractor under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. In the event of a request to the City for disclosure of such information, the City will advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its Contractor Confidential Information and take necessary legal recourse. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify, save, and hold harmless the City from any Claims arising out of Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Section 34 including, without limitation, prompt reimbursement to the City of all reasonable attorneys’ fees, costs, and damages that the City may incur directly or may be ordered to pay by such court.

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

Exhibit List

Exhibit A Scope of Work and Budget

Exhibit B Proof of Insurance

Exhibit C Applicant Verification

END

[signature pages to follow]

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: SOCSV-201734819-00

Contractor Name: COLORADO WOMEN'S EMPLOYMENT AND
EDUCATION

By: *Laurie A. Harvey*

Name: Laurie A. Harvey
(please print)

Title: President / CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





SCOPE OF WORK

Center for Work Education and Employment

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I. Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Services between Denver Department of Human Services (DDHS) and the Colorado Women’s Employment and Education Incorporated dba Center for Work Education and Employment (CWEE), to provide intensive case management support to assist TANF participants that may be harder to serve or harder to place in employment, such as those presenting with a disability, substance abuse, mental health, domestic violence, and/or other significant barriers.

II. Background

DDHS is allocated funds on an annual basis from the Colorado Department of Human Services (CDHS) for the operation of the Temporary Assistance for Needy Families (TANF)-Colorado Works Program. The TANF county block grant funds are utilized only to support the purposes of the Colorado Works program. Code of Colorado Regulations 9 CCR 2503-6 Income Maintenance (Volume 3.2). Households are determined at application to be either eligible or ineligible for TANF basic cash assistance. Adults who are considered work-eligible are provided with individualized services and supports to promote their family's economic well-being. All TANF eligibility for applicants is determined by DDHS. DDHS assesses initial work-eligibility to determine which work activities, services and supports available in the program are the best fit for the participant. DDHS will also determine which agency/contractor might serve the participant best based on their scope of services.

DDHS recognizes that even those adults who have been identified as "work-eligible" may need to pursue strategies other than employment to attain economic well-being. Similarly, some families may be experiencing a crisis that needs to be addressed before employment can be pursued. Examples may include families who are living in a shelter, newly involved with child welfare, or those experiencing other immediate safety issues. DDHS may determine which individuals in these circumstances are not ready to focus on employment. This is determined through an assessment and addressed through the Individualized Plan or Roadmap, pursuant to Colorado Works regulations at 9-CCR-2503-6.

TANF participants will require in-depth and ongoing assessment of barriers and job readiness levels. From the assessments, Individualized Plans will be developed with the participant that offer intensive supports and services. This may include more extensive monitoring and possibly additional work supports. The intent is to engage and provide opportunities for participants to obtain and maintain employment that support career growth.



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III. Services

- A. To support and engage TANF eligible participants to develop strategies that address individual and family needs, DDHS will work jointly with CWEE to provide the following:
 - 1. In depth assessment, family counseling, and work support programs associated with the implementation and operation of the TANF Program for the TANF populations assessed at Job Readiness Level II Job Ready Transition and Level III Employability Stabilization.

Job Readiness Level II - Job Ready Transition is the TANF population that require basic skills and/or marketable skill set. The Job Readiness Level III Employability Stabilization focuses on the TANF Population that may not initially be able to meet full participation due to long-term, but time-limited barriers.
- B. CWEE will be assigned as the case manager of record. As the case manager of record CWEE Case Managers will provide ongoing case management supports including ongoing assessment, development of Individualized Plans (IP) with participant, and engagement into workforce development activities that lead to employment.
- C. CWEE's integrated programs provide solutions to reduce generational poverty in the Metro Denver community, developing an educated and skilled workforce and families that rely less on government assistance. Participants will complete CWEE's integrated education and employment program that includes case management, life skills classes, computer literacy courses leading to industry recognized credentials, GED/HSE obtainment, mental/emotional support services, employment services, and lifetime access to coaching to help individuals sustain employment long-term.
- D. DDHS TANF participants assigned to CWEE for case management services will attend CWEE's orientation and an initial one-on-one meeting with their case manager to develop individualized goals for their participation in the program. Participants will then begin the three phases of CWEE's core program: Empowerment and Soft Skills, Computer Training and Digital Literacy, and Career Readiness and Preparation.
- E. After completing training and securing employment, CWEE will continue to work with both participants and employers to support participant employment retention. CWEE staff follow up with participants on a regular basis, providing support, services, and additional training when necessary. Every aspect of the CWEE program is designed to address its participants' specific needs and prepare motivated individuals for long-term employment.



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- F. For the TANF applicant or participant objecting to the religious character of any TANF service provider, that applicant or participant shall be entitled to receive services from an alternative provider to which the individual has no religious objection.

- G. This contract allows for any TANF contractor to provide an alternative means for benefits, assistance, or services if an individual objects to being served by the religious provider chosen as a contractor by the county. Contract agencies can directly refer TANF clients to an alternative provider with reasonable accessibility to services and the capacity to provide comparable services to the individual. Such services shall have a value that is not less than the value of the services that the individual would have received from the program participant to which the individual had such objection, as defined by the State or county. Alternately, the contractor shall refer the TANF applicant or recipient back to the county department for appropriate rereferral.

- H. **Contractor Responsibilities**
 - 1. Hire and manage qualified and trained staff to provide quality TANF case management to populations that present with barriers and other needs that are typically beyond the scope of staff at DDHS.
 - 2. Provide intensive case management services and supports to TANF participants who need additional and more intensive specialized assistance to prepare them to find and keep employment.
 - 3. Provide budget oversight of TANF funding to ensure incurred costs follow State and federal statutes and regulations.
 - 4. Provide administration of TANF program and ensure State and federal statutes and regulations are implemented and followed.
 - 5. Work closely with DDHS on collaboration efforts related to TANF goals, outcomes, policies and procedures.
 - a. Provide regular reporting (financial, Work Participation Rate and other State requested reporting)
 - b. Participate in training and policy development activities.
 - c. Participate in Denver's Welfare Reform Board meetings as needed.
 - 6. CWEE will utilize the designated data systems, including but not limited to, the Colorado Benefits Management System (CBMS) for TANF customers. CBMS shall be used to track all TANF participant information. CBMS must be used in accordance with the DDHS and CDHS written policies and procedures. Each staff person will be given the minimum access required to perform their specific role under the Contract. CWEE agrees to abide by and require all staff users to abide by the City and County of Denver data confidentiality and security agreements.
 - a. DDHS and the State will coordinate CBMS security access setup and controls. All requests should be routed through the DDHS CBMS Help Desk to ensure that State and internal processes are followed.



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7. Protect DDHS client data, by complying with the Health Insurance Portability and Accountability Act (HIPAA).
 8. Protect data by complying with all provisions of 42 C.F.R. Part 2, relating to substance abuse treatment and records.
- I. **Audits.** CWEE and DDHS will work collaboratively to collect and retain all Colorado Works/TANF program information necessary to ensure compliance with the requirements of any applicable state or federal law and program regulations. This includes all case management records (paper and automated), which includes, but is not limited to, all assessments, Individual Plans (IPs), workforce development activities, participation tracking sheets, contracted services, and workforce counseling administered by CWEE. CWEE and DDHS will cooperate with each other in responding to inquiries that either agency may receive from state or federal authorities regarding any programs that CWEE is responsible for administering pursuant to this agreement. DDHS will notify CWEE in advance of every TANF related audit and CWEE will have a representative present at such audit. CWEE will participate in all audit coordination as appropriate, including meeting all DDHS timeline requirements.
- J. **Secondary Stage Supervisory Case File Reviews**
In accordance with the regulations at 45 CFR 261.63 – Colorado’s Work Verification Plan requirements, CWEE will be required to review a random sample of cases each month with an approved review tool. The number of cases vary and are based upon Denver’s share of a 5% statewide sample of work-eligible individuals. The Secondary Stage Supervisory Review will be conducted by the case management supervisor. At minimum, the following shall be subject to verifications through this process:
1. Proper work activity utilization based on federal regulatory definitions and per Colorado’s approved Work Verification Plan
 2. Monthly timesheet or other allowable work hour documentation included in the case record
 3. Where applicable, progress is documented for each month of participation for work eligible individuals in education requiring such progress
 4. Excused absences and holidays are being applied consistently per state and county policy
 5. The Fair Labor Standards Act is properly applied to community service and community work experience
 6. Proper supervision of work activities is occurring as per Colorado’s Work Verification Plan
 7. Proper coding for the case in the automated system, including relationships, disability, and others related to work eligibility
 8. Proper documentation and attendance verification for job search/job readiness work activities



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K. Management Site Visits and other Audits

Denver County and/or the State of Colorado may conduct regular on-site reviews of Colorado Works contracts and related services. These on-site reviews are meant to provide service providers with direct feedback on the implementation of their program, and include a summary of the findings from the ongoing case file reviews. Denver County and/or state staff will analyze and review contractor policies, plans, procedures, contracts/sub-contracts, and other relevant documents and administrative data that describe and inform program implementation, strengths and opportunities for improvement. The focus of the site visit is primarily one of information sharing, technical assistance, and training with county and/or state staff representing various areas of program operations (finance, budget, policy, program, training and technical assistance).

For other formal federal, state, and county audits, CWEE will provide accurate and complete case files within the DDHS timeline requirements. CWEE will be responsible for repayment to DDHS of any disallowed costs resulting from a final audit action imposed by CDHS or other regulatory authority pertinent to the work at CWEE. CWEE will be responsible for following up on auditor findings, providing for refunds and implementing approved final corrective action plans, if any. DDHS will monitor CWEE's response to audit related matters to ensure ongoing compliance. DDHS and CWEE will work with State and Federal auditors as requested. CWEE will provide a designee as a point of contact for monthly quality meetings and for audits.

- L. Records.** CWEE will comply with written State and DDHS policies and processes provided to CWEE by DDHS related to case file maintenance, case retention and storage. At a minimum, CWEE will maintain all client documentation in client case files according to stated case order policy provided by DDHS. No client case information will be maintained outside of the client's hard back and/or automated case files. CWEE will have complete access to and control over active client case files within its work area required to perform case management functions. DDHS will provide CWEE with a copy of all currently existing written case file storage policies within 30 days after the execution of this contract. Upon termination of this contract, all relevant case files will be provided to DDHS in a DDHS approved format.

IV. Process and Outcome Measures

A. Process Measures

CWEE agrees to meet or exceed Colorado's average Work Participation Rate for all cases assigned to CWEE in CBMS. CWEE will report monthly or as requested by the Denver Welfare Reform Board on its progress in achieving the Work Participation Rate according to the work of record in CBMS. The report should be accompanied with a



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narrative that speaks to the progress made with meeting performance goals and strategies that identify specific measures that will be taken to assist in meeting the performance goal. Report shall include information on;

1. Number of Denver TANF clients enrolled in Program Year 2018 to date
2. Progress on Federal Work Participation Rate (FWPR) – actual monthly rate and yearly average
3. Number of Denver TANF clients obtaining employment 30 or more hours per week
4. The average starting wage for employment
5. Number of Denver TANF clients retaining employment at 30 days
6. Number of Denver TANF clients retaining employment at 90 days

All reports will be submitted to both DDHS Contracting Services and the Family and Adult Assistance Division (FAAD) Director.

B. Outcome Measures

1. CWEE will enroll a minimum of 250 Denver County TANF participants in Program Year 2018 (July 1, 2017-June 30, 2018)
2. CWEE will obtain a minimum average final FWPR of 50%, based on monthly outcomes
3. 60% of participants will obtain employment
4. The average starting wage for employment will be \$11.00 an hour
5. 90% of participants will retain employment for 30 days
6. 75% of participants will retain employment for 90 days

V. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the program area and Contracting Services. Contractor may be reviewed for:

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Contract & Financial Monitoring:** Review and analysis of (a) current program information to determine the extent to which contractors are achieving established contractual goals; (b) financial systems & billings to ensure that contract funds are allocated & expended in accordance with the terms of the agreement. Contracting Services will provide regular performance monitoring and reporting to program area management. Contracting Services, in conjunction with the DHS program area, will manage any performance issues and will develop interventions that will resolve concerns.



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3. **Compliance Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, HIPAA, 42 C.F.R. Part 2 and DDHS policies are being met.

B. Reporting

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

Report # and Name	Description	Frequency	Reports to be sent to:
1. Monthly Reports	Total number of clients served and activity report that details the activity and monthly hours spent in each activity. CBMS data entered and reporting on monthly services goals.	Due Monthly	FAAD Division Director and DHS_Contracting_S ervices_Documents
2. Quarterly Report	Report shall demonstrate cumulative data for the Program Year and achievement of the Process and Outcome Measures of this SOW	Due Quarterly	FAAD Division Director and DHS_Contracting_S ervices_Documents
3. Contract Summary Report	Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement. Other data will include total budget per line item, amount spent, and an explanation as to unspent funds, etc.	Contract End, within 45 days after Term End.	DHS_Contracting_S ervices_Documents
4. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	



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VI. Budget

A. Contractor shall provide the identified services for the City under the support of the Denver Department of Human Services using best practices and other methods for fostering a sense of collaboration and communication.

B. Budget

Contractor Name:	Center for Work Education and Employment, Inc. (CWEE)	
Contract Number:	SOCSV 2017-34819	
Contract Term:	6/15/17 -6/30/18	
Program Name:	COLORADO WORKS-Temporary Assistance to Needy Families	
ITEM	Budget	BUDGET NARRATIVE JUSTIFICATION
DIRECT SALARY COSTS		
Director of Family Support Program (.57 FTE)	\$43,890	.57 FTE. Provide program management, supervision and direct services to meet program goals and outcomes. The average annual salary is \$77,000 and will be a direct expense of time that will be spent on the Program up to 57% annually not to exceed \$43,890. Actual time may vary and will be tracked with the electronic time tracking system.
Manager of Family Support Program (.12 FTE)	\$6,012	.12 FTE. Provide program management, supervision and direct services to meet program goals and outcomes. The average annual salary is \$50,100 and will be a direct expense of time that will be spent on the Program up to 12% annually not to exceed \$6,012. Actual time may vary and will be tracked with the electronic time tracking system.
Case Manager Supervisor (1 FTE)	\$49,400	Supervise case managers and provide strengths-based case management services, goal setting and tracking, resources and referrals, and conduct the transition and follow-up components of the participants' program plans. The average annual salary of \$49,400 will be a direct expense of time that will be spent on the Program. Not to exceed \$49,400 for the term of the contract. Actual time will vary and will be tracked with the electronic time tracking system.
Case Managers (4 FTE)	\$174,000	4 FTE. Provide strengths-based case management services, goal setting and tracking, resources and referrals, and conduct the transition and follow-up components of the participants' program plans. The average annual salary is \$43,500 will be a direct expense of time that will be spent on the Program. Not to exceed \$174,000 for the term of contract. Actual time may vary and will be tracked with the electronic time tracking system.
Case Managers (.25 FTE)	\$11,675	.25 FTE. Provide strengths-based case management services, goal setting and tracking, resources and referrals, and conduct the transition and follow-up components of the participants' program plans. Case Managers salaries. The average annual salary of \$46,700 will be a direct expense of time that will be spent on the Program. Not to exceed \$11,675 for the term of the contract. Actual time may vary and will be tracked with the electronic time tracking system.
Manager of Employment Services (.34 FTE)	\$18,224	.34 FTE. Provide program management, supervision and direct services for employment services to meet program goals and outcomes. The average annual salary is \$53,600 and will be a direct expense of time that will be spent on the Program. Not to exceed \$18,224 for the term of the contract. Actual time will vary and will be tracked with the electronic time tracking system.



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Career Development Specialists (2 FTE)	\$84,000	2 FTE. Provide job placement services for participants, and assist with job development. Develop, modify, and deliver job search instructional materials, training modules, and career resource information. The average annual salary of \$42,000 will be a direct expense of time that will be spent on the Program. Not to exceed \$84,000 for the term of the contract. Actual time will vary and will be tracked with the electronic time tracking system.
Career Development Specialists (.25 FTE)	\$11,000	.25 FTE. Provide job placement services for participants, and assist with job development. Develop, modify, and deliver job search instructional materials, training modules, and career resource information. The average annual salary of \$44,000 will be a direct expense of time that will be spent on the Program. Not to exceed \$11,000 for the term of the contract. Actual time will vary and will be tracked with the electronic time tracking system.
Program Assistant (.34 FTE)	\$12,240	.34 FTE. Program Assistant provides direct support to each department (Family Support, Employer Engagement and Training and Education) and works with participants to meet program goals. The average annual salary is \$36,000 and will be a direct expense of time that will be spent on the Program, not to exceed \$12,240. Actual time may vary and will be tracked with the electronic time tracking system.
Director of Training and Education (.34 FTE)	\$22,508	.34 FTE. Provide program management, supervision and direct services for instruction and training to meet program goals and outcomes. The average annual salary is \$66,200 and will be a direct expense of time that will be spent on the Program, not to exceed \$22,508. Actual time may vary and will be tracked with the electronic time tracking system.
Instructors/Coaches (1.02 FTE)	\$38,148	1.02 FTE. Instructors/Coaches develop and deliver job readiness and computer training curricula to participants with lesson plans targeted to adult learners. Develop classroom modules and materials based on best practices within training field, current labor market trends, participant evaluations of program, and other sources. The average annual salary is \$37,400 and will be a direct expense of time that will be spent on the Program, not to exceed \$38,148. Actual time will vary and may be tracked with the electronic time tracking system.
Interns (Up to 3)	\$2,000	Interns will assist the Denver DHS staff with administrative needs and other items as necessary. The average annual salary is \$4,000 and will be a direct expense of time that will be spent on the Program, not to exceed \$2,000. Actual time will vary and will be tracked with the electronic time tracking system.
Fringe	\$94,619	Fringe will be based on the percent of time spent on program to include employer portion of payroll taxes, health and dental benefits, life and disability benefits, retirement plan matching contributions, state unemployment and workers' comp insurance.
Total Direct Salary & Fringe	\$567,716	
DIRECT SERVICE COSTS		
Client Services	\$47,562	This line item includes expenses like gift cards, Wheels to Work, counseling services, financial coaching, hygiene and new baby packs, background checks for participants and other general support services. These expenses that directly support the DDHS participant will be billed at 100%.
Adult Basic Education Services	\$19,040	Includes The Learning Source adult basic education services at 34% (total CWEE estimated annual cost is \$56,000). Not to exceed \$19,040 from the term of this contract.



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Computers, Office Furniture	\$14,000	Includes computers and office furniture needed for the staff assigned to the DDHS program. Expenses that can be attributable solely to DDHS will be billed at 100%. Other expenses that are attributable to CWEE's entire program will be billed based on the percent of DDHS participants compared to total participants served by CWEE. Not to exceed \$14,000 for the term of this contract.
Facilities	\$70,000	Includes expenses like maintenance, utilities, mortgage payment, facility repair and upkeep at 34%. The allocation is based on the percent of square footage used by the DDHS program (4,688 square feet) versus total square footage (i.e., 13,791 square feet) owned. CWEE pays for a percentage of the ongoing maintenance of the building including utilities, janitorial, gas, etc. as a monthly office condominium assessment, which is calculated upon the square footage that is owned by CWEE. Not to exceed \$70,000 for the term of this contract (total CWEE estimated annual cost is \$205,882).
Mileage and Travel	\$1,350	Includes mileage reimbursement to employees for travel to conferences and meetings for DDHS TANF. Mileage is not to exceed the Federally approved IRS rate at the time the expense occurred. Not to exceed \$1,350 for term of this contract.
Parking	\$150	Parking for out of office meetings. Expenses that can be attributable solely to DDHS will be billed at 100%. Not to exceed \$150 for term of this contract.
Total Direct Service Costs	\$152,102	
SUM OF DIRECT SERVICE & DIRECT SALARY COSTS:	\$719,818	
ADMINISTRATIVE COSTS		
President/CEO (.34 FTE)	\$43,282	.34 FTE. Provide overall management, program planning and leadership of the organization. The average annual salary is \$127,300 and will be paid based on portion of time spent working on program not to exceed \$43,282 for the term of the contract. Actual time may vary and will be tracked with the electronic time tracking system.
COO (.34 FTE)	\$31,416	.34 FTE. Provide overall management, program planning and leadership of the program. The average annual salary is \$92,400 and will be paid based on portion of time spent working on program not to exceed \$31,416 for the term of the contract. Actual time may vary and will be tracked with the electronic time tracking system.
Director of Operations (.34 FTE)	\$24,412	.34 FTE. Provide overall administration of office functions. The average annual salary is \$71,800 and will be paid based on portion of time spent working on program not to exceed \$24,412 for the term of the contract. Actual time will vary and will be tracked with the electronic time tracking system
Director of Employer Engagement (.34 FTE)	\$24,174	.34 FTE. Provide program management, supervision and direct services for employment services to meet program goals and outcomes. The average annual salary is \$71,100 and will be paid based on portion of time spent working on program not to exceed \$24,174 for the term of the contract. Actual time will vary and will be tracked with the electronic time tracking system
Receptionist (.34 FTE)	\$12,818	.34 FTE - Provides front office coordination including reception of participants and clerical support as directed. The average annual salary is \$37,700 and will be paid based on portion of time spent working on program not to exceed \$12,818 for the term of the contract. Actual time will vary and will be tracked with the electronic time tracking system
Fringe	\$27,220	Fringe will be based on the percent of time spent on program to include employer portion of payroll taxes, health and dental benefits, life and disability benefits, retirement plan matching contributions, state unemployment and workers' comp insurance.



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Accounting Services	\$31,960	This line item is at 34% and includes expenses for accounting services provided to CWEE. Not to exceed \$31,960 for term of this contract (total CWEE estimated annual cost is \$94,000).
Payroll Processing and Time Tracking System	\$2,520	This line item is at 34% and includes expenses like payroll processing fees, W-2 preparation, payroll quarterly reports and monthly time tracking fees. Not to exceed \$2,519 for term of this contract (total CWEE estimated annual cost is \$7,411).
Annual Audit and Form 990	\$7,310	This line item is at 34% and includes annual audit and Form 990 prepared by independent accounting firm. Not to exceed \$7,310 for term of this contract (total CWEE estimated annual cost is \$21,500).
Benefit Plan Fees	\$2,115	This line item is at 34% and includes benefit plan fees associated with health and dental insurance, COBRA, flexible spending accounts and retirement plan. Not to exceed \$2,115 for term of this contract (total CWEE estimated annual cost is \$6,220).
General Office Supplies	\$5,056	This line item is at 34% and includes general office supplies. Not to exceed \$5,056 for term of this contract (total CWEE estimated annual cost is \$14,871).
Communication and IT Support	\$9,010	This line item is at 34% and includes internet, IT monthly maintenance, telephone, email hosting, and server backup expenses. Not to exceed \$9,010 for term of this contract (total CWEE estimated annual cost is \$26,500).
Insurance	\$2,769	This line item is at 34% and includes expenses like professional liability, volunteer accident, commercial general liability, social services professional liability, property, employee and dishonesty, umbrella, improper sexual conduct. Not to exceed \$2,769 for term of this contract (total CWEE estimated annual cost is \$8,144).
Copiers	\$6,120	This line item is at 34% and includes expense like copier leases and per copy charges. Not to exceed \$6,120 for term of this contract (total CWEE estimated annual cost is \$18,000).
Total Indirect Costs	\$230,182	
****TOTAL BUDGET WITH ADMINISTRATIVE COST RATE	\$950,000	

VII. Other

- A. **CWEE Contact Information:**
 Karen Stran
 1175 Osage Street, Suite 300
 Denver, CO 80204
kstran@cwee.org
 303-892-8444 extension 322
- B. **Vendor #: 4271**
- C. **Time frame:** June 15, 2017 to June 30, 2018
- D. **Revenue Source:** 13008/5521050

VIII. SUBSTANCE ABUSE (42 C.F.R., Part 2)

- A. Provider will also comply with all provisions of 42 C.F.R., Part 2 relating to substance abuse treatment and records.



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IX. 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



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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.



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- 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 "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.
- 2.15 "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.
- 2.16 "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.
- 2.17 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.



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- 2.18 "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.
- 2.19 "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.



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- 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.



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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 DHS 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:



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- 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.



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- 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.



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- 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.



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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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/2017

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

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

PRODUCER License # 0757776 HUB International Insurance Services (COL)	CONTACT NAME: PHONE (A/C, No, Ext): (303) 893-0300	FAX (A/C, No): (866) 243-0727
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Alliance of Nonprofits for Insurance, Risk Retention Group (ANI)		10023
INSURER B : Pinnacol Assurance Company		41190
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Colorado Womens Employment and Education Inc AKA CWEE
1175 Osage St Ste 300
Denver, CO 80204-3444

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		2017-10951	03/27/2017	03/27/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							LIQUOR LIAB	\$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2017-10951	03/27/2017	03/27/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2017-10951-UMB	03/27/2017	03/27/2018	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	1671202	10/01/2016	10/01/2017	PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liab			2017-10951	03/27/2017	03/27/2018	Limit:	1,000,000
A	Misconduct / Abuse			2017-10951	03/27/2017	03/27/2018	Limit:	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As required by written contract agreement, the City and County of Denver, its elected and appointed officials, employees and volunteers are listed as Additional Insured with regards to General Liability.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver
 Dept of Human Services
 1200 Federal Blvd
 Denver, CO 80204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Exhibit C

VERIFICATION AFFIDAVIT

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

_____ I am a United States citizen, or

_____ I am a Permanent Resident of the United States, or

_____ I am an alien lawfully present in the United States pursuant to Federal Law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that State law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute §18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

Name of Applicant [Print]