

COLORADO CORRECTIONAL TREATMENT BOARD LOCAL FUNDING PROGRAM		
STATEMENT OF AWARD	23 rd Judicial District	

RECIPIENT NAME AND ADDRESS	
Kim Browning Contracts and Grants Administrator Douglas County Sheriff 4000 Justice Way Castle Rock, CO 80109	
AWARD DATE:	July 1, 2025
AWARD END DATE:	June 30, 2026
AWARDED PROJECT: REINTEGRATION PROGRAM	AMOUNT AWARDED: \$30,000
AWARD CONDITIONS	
The above funding award is subject to the Award Terms and Conditions attached hereto.	
COLORADO CORRECTIONAL TREATMENT BOARD	RECIPIENT ACCEPTANCE
Jaime FitzSimons or Heather Salazar Co-Chairs Colorado Correctional Treatment Board	Kim Browning Contracts and Grants Administrator Douglas County Sheriff
SIGNATURE OF APPROVING OFFICIAL	SIGNATURE OF AUTHORIZED RECIPIENT
DATE	DATE

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Conditions of Award

1. This award shall not be effective or enforceable until the Award Notice is approved and signed by an authorized signatory of the recipient and the Colorado Correctional Treatment Board (the "Effective Date"). The recipient shall use the funds provided under this award to complete the work detailed in the recipient's Correctional Treatment Board Funding Application, attached hereto as Exhibit A, on or before the Award End Date. The Correctional Treatment Board (the "Board") shall not be liable to pay or reimburse the recipient for any performance hereunder, including, but not limited to costs or expenses incurred, prior to the Effective Date or after the Award End Date. The recipient may request an extension of the Award End Date by submitting a request in writing to the Board outlining good cause for the extension. The Board may, in its sole discretion, grant an extension to the Award End Date. The Board shall provide timely written notice of its decision to grant or deny the extension request to the recipient.
2. Funds provided under this award shall be used only for eligible costs identified in Exhibit A and in accordance with C.R.S. section 18-19-103. Failure to use funds for eligible expenses or in compliance with the intent of the Correctional Treatment Cash Fund may result in revocation of the award, termination of this agreement, and return of funds.
3. Funds provided under this award shall not be used for services that are funded by Medicaid for Medicaid-eligible clients.
4. The maximum amount payable to the recipient pursuant to this award is limited to the Amount Awarded as indicated on the Award Notice to which these conditions are attached.
5. The recipient shall provide the Board with immediate written notification of:
 - a. Recipient's inability to expend award funds for the purposes identified in Exhibit A;
 - b. Recipient's inability to expend award funds in compliance with C.R.S. section 18-19-103; or
 - c. Any expenditure of award funds made for any purpose other than those for which this award is intended.
6. The recipient agrees to provide reimbursement requests for eligible expenses incurred no later than the 10th day of the month following the month in which the expense was incurred. Reimbursement requests must be supported by pertinent purchasing documentation and accompanied by proof that services have been performed. Upon receipt and approval of reimbursement requests, the Board shall promptly pay through its normal payment procedures.
7. The recipient shall submit quarterly (April, June, October, December) programmatic reports detailing the activities and outcomes of the projects funded by the award using the Correctional Treatment Board Quarterly Reporting Form attached hereto as Exhibit B. In addition to the foregoing programmatic reports, the recipient shall provide any additional information reasonably requested by the Board.

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8. Onsite monitoring by the Board or its designee may occur during the Award Period. Onsite monitoring shall include but not be limited to, review of financial records and payroll documents, site visits, and inspection of final work product and/or completed services. The recipient agrees to provide the Board or its designee reasonable access during regular business hours to all records, information, and physical locations necessary for the Board or its designee to perform onsite monitoring. The Board shall provide the recipient advance notice of onsite monitoring visits.
9. The recipient shall make, keep, maintain, and allow inspection and monitoring by the Board, or its designee, of a complete file of all records, documents, communications, notes, and other written materials, electronic media files, and communications, pertaining in any manner to the work performed under this award. The recipient shall maintain such records for a period of seven years after the Award End Date.
10. The Board or its designee shall have the right to inspect the recipient's performance at all reasonable times and places during the Award Period. The recipient shall permit the Board or its designee to monitor all activities conducted pursuant to this award, to audit, inspect, examine, excerpt, copy, and/or transcribe the recipient's records related to this award to assure compliance with the terms hereof or to evaluate performance hereunder. Monitoring activities controlled by the Board shall not unduly interfere with the recipient's performance hereunder.
11. At the Board's sole discretion, payments made to the recipient in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by the recipient, may be recovered by deduction from subsequent payments under this Award or other grants or agreements between the Board and recipient or by other appropriate methods and collected as a debt due to the State of Colorado.
12. The recipient and the Board shall treat the confidential information of each other with the same degree of care and protection they afford to their own confidential information and shall notify the other party immediately if they receive a request or demand from a third party for records or information of the other party.
13. The recipient certifies that funds provided by the Board under this award will not be used to supplant local funds.
14. The recipient shall comply with the letter and spirit of all applicable federal, state, and local laws and regulations related to the performance of this award, including but not limited to the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices.
15. This award shall not be deemed or construed to create a partnership or joint venture between the recipient and the Board. All persons employed by the recipient or recipient's subgrantees shall be considered employees of the recipient or the recipient's subgrantees and shall not be employees of the Colorado Judicial Department or the State of Colorado for any purpose as a

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result of this award. For purposes of this provision, subgrantees mean third parties, if any, engaged by the recipient to aid in the performance of its obligations under this award.

16. The recipient warrants that it possesses the legal authority to enter into this agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize the signatory to sign the Award Notice to execute this award and to bind the recipient to its terms. If requested by the Board, the recipient shall provide proof of the recipient's authority to enter into this grant award within 15 days of receiving such request.

17. If the recipient is a public entity within the meaning of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended (the "CGIA"), the recipient shall maintain during the term of this award such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. The recipient shall show proof of such insurance satisfactory to the Board upon request.

18. If the recipient is not a public entity within the meaning of the CGIA, the recipient shall maintain during the term of this award insurance in the following kinds and amounts:
 - a. Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of the recipient's employees acting within the course and scope of their employment.
 - b. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the recipient shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Board a certificate or other document satisfactory to the Board showing compliance with this provision.
 - c. Automobile Liability Insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit of \$1,000,000 for each accident combined single limit.
 - d. The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies.
 - e. Coverage required by this provision shall be primary over any insurance or self-insurance program carried by the State of Colorado.
 - f. The recipient shall require all insurance policies in any way related to this award and secured and maintained by the recipient to include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

19. The recipient shall require each contract with subgrantees, other than those that are public entities within the meaning of the CGIA, providing goods or services in connection with this award to include insurance requirements in the kinds and amounts substantially similar to those

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required in Section 18 herein. For purposes of this provision, subgrantees mean third parties, if any, engaged by the recipient to aid in the performance of its obligations under this award.

20. If the recipient fails to comply with the terms and conditions of this award, the Board may (i) terminate or revoke this award in whole or in part; (ii) suspend the recipient's performance with respect to all or any portion of this award pending necessary corrective action as specified by the Board, during which period of suspension the Board shall not be liable to reimburse the recipient for costs incurred; (iii) withhold payment to the recipient until corrections in the recipient's performance are satisfactorily made and completed; (iv) demand removal of any of the recipient's subgrantees whom the Board deems incompetent, careless, insubordinate, unsuitable, or other unacceptable, or whose continued relation to this award is deemed to be contrary to the public interest; and (v) pursue any other remedy available by law, including requiring the return of improperly expended funds.

21. If funding for any activity established by this award is discontinued or decreased by the State of Colorado, the Board may terminate this award or reduce its scope without penalty effective immediately upon receipt of notice of such termination or reduction. In the event of such termination or reduction, the recipient shall be compensated for the value of services actually and satisfactorily performed, if any, prior to the effective date of the termination or reduction.

22. The construction, interpretation, and performance of this award shall be governed by the laws of the State of Colorado, and any claim arising out of or relating to this award shall be brought exclusively in the state courts of Colorado.

23. Enforcement of all rights and obligations hereunder is reserved solely to the Board and recipient. Any services or benefits which third parties receive as a result of this Agreement are incidental and do not create any rights for such third parties.

