BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING
TUESDAY, JULY 28, 2026
AGENDA

Tuesday, July 28, 2026 **1:30 PM** **Hearing Room**

Invocation – Jason Van Divier

1:30 PM

1. Call to Order

a. Pledge of Allegiance

b. Attorney Certification of Agenda

c. Commissioners Disclosure for Items on This Agenda

2. Ceremonies/Proclamations

a. Agents of Discovery Program Update.
Darcy Wilson, Open Space Administrative Assistant

b. Recognizing Mike Bailey, CEO/General Manager, Highlands Ranch Community Association, for Receiving the 2026 Nico March Hero of Community Management Award.
Monica Wasden, Highlands Rach Community Association Board President

3. Consent Agenda

a. Approval of Business Meeting Minutes from July 14, 2026.

Attachments: Minutes Business Meeting 07.14.2026

b. Approval of Land Use/Public Hearing Minutes from July 14, 2026.

Attachments: Minutes LU_PH Meeting 07.14.2026

c. Approval of Vouchers July 21, 2026
Christie Guthrie, Director of Finance — *Finance Department*

Attachments: 07.14.26 BOCC

d. Approval of Vouchers July 28, 2026
Christie Guthrie, Director of Finance — *Finance Department*

Attachments: 07.28.26 BOCC

e. Intergovernmental Agreement Between Arapahoe and Douglas Counties for Employment Services in the Amount of $171,342.00.
Erin Johnson, Assistant Director — *Human Services*

Attachments: Cover Page
ADW IGA 26-27- Employment First

f. Public Contract for Services with Shums Coda Associates, IncV for the 2026 Elevator Inspection Services, to Provide the Level of Service Previously Provided to Our Conveyance Owners and the Public in Douglas County.
Mathew Dziubanski, Chief Building Official — *Building Department*

Attachments: Cover Page
Shums Coda PCS contract 2026-27(1)BOCC 7_28_26-Matt D

g. GovConnection NetMotion 2026 Renewal in the Amount of $136,574.00.
Jim Brown, Chief Technology Officer — *Information Technology*

Attachments: Cover Page
GovConnection 2026 NetMotion Always On VPN 136,574 QUOTE 1671774705
07.28.26 BOCC GovConnection 2026 NetMotion 136,574 Always On VPN Agenda Summary AOVPN 07-10-2026

h. Insight / Broadcom VMWare Maintenance Renewal in the Amount of $123,749.12.
Jim Brown, Chief Technology Officer — *Information Technology*

Attachments: Cover Page
Insight VMWare 2026 123,749.12 QUOTE 0228583479
07.28.26 BOCC Insight VMWare 2026 $123,749.12 Agenda Summary

i. Pictometry Annual Renewal of EagleView for GIS Imagery in the Amount of $140,170.59.
Mike Wise, Sr. Manager Application Services — *Information Technology*

Attachments: Cover Page
Pictometry 2026 140,170.59 Eagleview US451350
07.24.26 BOCC Pictometry $140,170.59 Agenda Summary EagleView

j. Subgrantee Agreements for Older Adult In-Home Services and Assisted Transportation Between Douglas County and Local Providers Totaling $772,072.00.
Kim Smith, Community Programs Coordinator — *Community Services*

Attachments: Cover Page
Staff Report - DRCOG AAA Subgrantee Agreements 07-28-26

k. Subgrantee Agreement for Transit Services Between Douglas County and Castle Rock Senior Activity Center in the Amount of $216,125.00.
Ryan Arthur, Community Programs Coordinator — *Community Services*

Attachments: Cover Page
2026-CDOT-MMOF-CRSC_SGA-Staff-Report

l. Subgrantee Agreement for Transit Services and Call Center Operation Between Douglas County and Aging Resources of Douglas County in the Amount of $108,085.00.
Ryan Arthur, Community Programs Coordinator — *Community Services*

Attachments: Cover Page
2026-CDOT-MMOF-ARDC_SGA-Staff-Report

m. Resolution for Temporary Road Closures Associated with the Pine Drive and Pine Lane Improvements Project, Douglas County Project Numbers CI 2020-019 and CI 2020-020.
Brolin Bundy, P.E., Capital Improvement Project Manager — *Department of Public Works Engineering*

Attachments: Cover Page
Resolution (draft)_ Pine and Pine _Temp Closures 7.15.26
Closure 1 Exhibit
Closure 2 Exhibit
Closure 3 Exhibit

n. Quitclaim to Kevin O'Neil of Any Interest Douglas County May Have in the Franktown Parker FP-E7 Jurisdictional Dam Located Within Mr. O'Neil's Parcel of Real Property.
Dirk Zender, Real Property Acquisition Specialist II — *Department of Public Works Engineering*

Attachments: Cover Page
QCD FP-E7 Dam Esmnt Interest

o. Acceptance of a Storm Drainage Easement from K&G Petroleum, LLC with S&S Fiels, LCC at Blakeland Industrial Park, 4th Amendment, Lot 4A and 4B, 1st Revision for Reinforced Concrete Pipe, Manholes and Storm Sewer Inlets and a Stormwater Pond. Douglas County Project Number DV2025-182.
Jacob Gabel, Engineer III — *Department of Public Works Engineering*

Attachments: Cover Page
DC - Storm Drainage Easememt - K&G Petroleum - JG 7-28

p. FY2026 RMHIDTA Grant Agreement in the Amount of $1,244,871.00.
Christie Guthrie, Director of Finance — *Finance Department*

Attachments: Cover Page
NOA_HID2526G0745-00

q. Resolution Approving the Draw in the Amount of $54,451.00 on Irrevocable Letter of Credit No. 2020-105, issued by Redstone Bank, In Connection with Fields Filing 2, Warranty Performance Security. Douglas County Project Number DV2024-240.
Janet Peterson, Engineering Agreements Technician — *Department of Public Works Engineering*

Attachments: Cover Page
Resolution - Line of Credit Redstone Bank - Fields
Correspondence - LOC Fields

4. Regular Agenda

a. Parks Funding Agreement Between Douglas County and the Gold Crown Foundation, Inc. in the Amount of $7,500,000.00 for the Construction of the Gold Crown Field House.
Steve Shoultz, Director of Parks and Recreation — *Parks and Recreation Department*

Attachments: Cover Page
Staff Report Gold Crown Foundation Funding Agreement

b. Acceptance of Grant of Easement from Highlands Ranch Metropolitan District to Accommodate Traffic Signal Facility Improvements Associated with the Highlands Ranch Parkway (Broadway to Burntwood) Reconstruction Project; Douglas County Project No. CI 2026-005.
Dirk Zender, Real Property Acquisition Specialist II — *Department of Public Works Engineering*

Attachments: Cover Page
HRMD Esmnt for HRP & Ridgeglen Way Trafiic Signal

5. Commissioner Comments

6. Other Business

7. County Manager

a. County Manager Report.

Attachments: Cover Page
County Manager Report 7.28.26

8. Adjournment

The Next Business Meeting Will be Held on Tuesday, August 11, 2026 @ 1:30 p.m.

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Darcy Wilson, Open Space Administrative Assistant

DESCRIPTION: Agents of Discovery Program Update.

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Monica Wasden, Highlands Rach Community Association Board President

DESCRIPTION: Recognizing Mike Bailey, CEO/General Manager, Highlands Ranch Community Association, for Receiving the 2026 Nico March Hero of Community Management Award.

MEETING DATE: July 28, 2026

DESCRIPTION: Approval of Business Meeting Minutes from July 14, 2026.

ATTACHMENTS:

Minutes Business Meeting 07.14.2026

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING

TUESDAY, JULY 14, 2026

MINUTES

Tuesday, July 14, 2026 **1:30 PM** **Hearing Room**

Invocation – Darrin Kessler

1:30 PM

Rollcall

PRESENT: Chairperson Abe Laydon
Commissioner Kevin Van Winkle
Vice Chair George Teal

1. Call to Order

a. Pledge of Allegiance

b. Attorney Certification of Agenda

Jeff Garcia, County Attorney, said that all items on today's agenda have been reviewed by his office and they all meet legal approval.

c. Commissioners Disclosure for Items on This Agenda

2. Ceremonies/Proclamations

a. Recognition of the Douglas County Department of Human Services as CarePortal County of the Year for its collaboration with agencies, churches and community partners on behalf of families in need.

Michelle Dossey, Human Services, addressed the Board to present on this Item.

Mike Worley, Beautiful Redemption, addressed the Board to comment on this Item.

Commissioner Laydon commented on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

3. Consent Agenda

This is Motion No. 026-110

Commissioner Van Winkle moved that the Board approve the requests in Items "a" through "i", "j" through "aa", and "ac" through "af" of the Consent Agenda. Items "j" and "ab" have been pulled from the agenda.

RESULT: ADOPTED THE CONSENT AGENDA
MOVER: Kevin Van Winkle
SECONDER: Abe Laydon
AYES: Laydon, Van Winkle, Teal

a. Approval of Business Meeting Minutes from June 9,2026.

b. Approval of Land Use/Public Hearing Minutes from June 9, 2026.

c. Approval of Business Meeting Minutes from June 23, 2026.

d. Approval of Land Use/Public Hearing Minutes from June 23, 2026.

e. Approval of Vouchers June 30, 2026

f. Approval of Vouchers July 7, 2026

g. Bloom Metropolitan District - New Service Plan - Project File: SV2026-001.

h. Economic Development Incentive Agreement Between Douglas County and Riot Platforms, Inc. - Project File: ED2026-003.

i. Professional Services Contract Between Douglas County and Douglas County Economic Development Corporation in the Amount of $937,500.00.

j. 2026 John Adams Academy Douglas County School Security Funding Agreement in the Amount of $200,000.00.

k. Fee Waiver in the Amount of $935.00 for South Suburban Parks and Recreation 8K Trail Run at Bluffs Regional Park.

l. Resolution Approving BOK Financial as a Financial Institution for Douglas County. Resolution No: R-026-047

m. State Fiscal Year 2027 Law Enforcement Assistance Funding Award Grant Award Acceptance in the Amount of $19,696.74.

n. 2026 Amendment to the Cooperative Law Enforcement Agreement Between the Douglas County Sheriff's Office and the USDA Forest Service.

o. Douglas County Department of Human Services Core Services Plan for Fiscal Year 26-27 in the Amount of $1,507,529.00.

p. State Historical Fund Grant Agreement for Prairie Canyon Ranch Restoration in the Amount of $250,000.00 with a County Contribution of $129,903.65.

q. Acceptance of a Secondary Storm Drainage Easement from Hidden Pines, LLC for 10615 Tomahawk Road to Provide Access to the Private Stormwater System to Perform Maintenance in the Event the Owner Fails to Adequately Maintain Said Facilities, Douglas County Project Number DV 2025-403.

r. Grant Application for FY2026 Continuum of Care Funds in the Amount of $573,750.00 with a Required County Contribution of $191,250.00 for a Project Total of $765,000.00.

s. Second Amendment to the Public Contract for Services Between Douglas County, the Region 12 Opioid Council, and OMNI Institute in the Amount of $266,076.00.

t. Request for Contract Amendment for Open Space Maintenance in the Amount of $65,000.00.

u. ALKU First Amendment to the Public Contract for Services to Extend IT Support Services in the Amount of $160.000.

v. Veeam Backup and Replication System Maintenance Renewal in the Amount of $114,340.90.

w. Request from Douglas County Public Works to the Board of County Commissioners to Approve Pursuit of a DRCOG Regional Transportation Operations and Technology Set-Aside to Fund the Purchase of Advanced Traffic Control Technologies for the South Broadway Corridor in Highlands Ranch in the Amount of $700,000.00. The Douglas County Match Would be 17.21% or $120,470.00. Match Amount is Available in Fund 200, Business Unit 800916.

x. Construction Contract with Mocon Pacific, Inc. for the Highlands Ranch 2026 Small Storm Sewer UV CIPP Lining Project in the Amount of $400,000.00, Douglas County Project Number SP 2026-014.

y. Construction Contract for 2026 Pavement Markings Maintenance to RoadSafe Traffic Systems in the Amount of $115,290.00 with an Additional $10,000.00 for Project Contingency, for a Total of $125,290.00, for Douglas County Project Number TF 2026-010.

z. Change Order No. 1 with Chato's Concrete LLC. for the 2026 Sidewalk Repair and Curb Ramp Retrofit Project, Douglas County Project Number CI 2026-001, in the Amount of $623,137.00.

aa. Resolution for Temporary Road Closure for South Platte River Road Between Pine Creek Road and South County Highway 67, Associated with the Platte Canyon Road Repair Project, Douglas County Project Number SP 2026-002.
Resolution No: R-026-048

ab. Resolution for Temporary Road Closures Associated with the Pine Drive and Pine Lane Improvements Project, Douglas County Project Numbers CI 2020-019 and CI 2020-020.

ac. 2026-2027 Property, Boiler and Machinery, Cyber and Pollution Insurance Renewal in the Amount of $443,803.47.

ad. 2026-2027 Denver Regional Council of Governments Older Adult Services Contract EX26040 in the Amount of $705,222.00 with a Required County Contribution of $92,929.00 for a Project Total of $798,151.00.

ae. Acceptance of this Drainage Easement from Jadeco Holdings, LLC Whose Address is 9509 Titan Park Circle, Littleton, CO 80125. Douglas County Project Number DV2025-075.

af. 2026 Master Services Agreement and Scope of Services Agreement with River North LLC for Regional Rideshare Service in the Amount of $1,991,720.00.

3. Regular Agenda

a. Intergovernmental Agreement Between the Board of County Commissioners of the County of Douglas and the City of Castle Pines Regarding Financial Contribution in the Amount of $15,000,000.00 Toward Construction of the Happy Canyon Road & I-25 Interchange Project,

Douglas County Project Number CI 2012-011.

This Item is Pulled from the Agenda.

b. Public Contract for Services with RS&H for Design of the Titan Road & US 85 Interchange Project, Douglas County Project Number CI 2026-012.

Benjamin Pierce, Department of Public Works, addressed the Board to present on this Item.

Commissioner Laydon commented on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

Public Comment: None

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

This is Motion No. 026-111

Commissioner Van Winkle moved that the Board approve Public Contract for Services with RS&H for Design of the Titan Road & US 85 Interchange Project, Douglas County Project Number CI 2026-012.

RESULT:	ADOPTED
MOVER:	Kevin Van Winkle
SECONDER:	Abe Laydon
AYES:	Laydon, Van Winkle, Teal

c. Master Services and Purchasing Agreement and 2026 Purchase Request Between the Douglas County Sheriff's Office and Axon Enterprises, Inc for Skydio Drones and Axon Outpost Technology in the Amount of $1,925,275.42.

Jason Kennedy, Douglas County Undersheriff, addressed the Board to present on this Item.

Dan McMillan, Douglas County Sheriff's Office, addressed the Board to present on this Item.

Taylor Davis, Douglas County Sheriff's Office, addressed the Board to present on this Item.

Commissioner Van Winkle commented on this Item and asked clarifying questions.
Chief McMillan addressed the Board to help answer the Commissioner's questions.
Chief Davis addressed the Board to help answer the Commissioner's questions.

Commissioner Teal commented on this Item and asked clarifying questions.
Chief Davis addressed the Board to help answer the Commissioner's questions.

Commissioner Van Winkle asked clarifying questions.

Chief Davis addressed the Board to help answer the Commissioner's questions.

Public Comment:
Bob Marshall, Highlands Ranch, addressed the Board to provide public comment.
Commissioner Laydon provided comment.
David Wooder, Franktown Fire, addressed the Board to provide public comment.
Jennifer Iverson addressed the Board to provide public comment.
Julie Ort, Highlands Ranch, addressed the Board to provide public comment.

Commissioner Laydon commented on this Item.

Chief Davis addressed the Board to respond to public comment.

Commissioner Laydon asked clarifying questions.
Chief McMillan addressed the Board to help answer the Commissioner's questions.

Commissioner Van Winkle commented on this Item.

Commissioner Teal asked a clarifying question.
Undersheriff Kennedy addressed the Board to help answer the Commissioner's question.

Commissioner Laydon commented on this Item.

Commissioner Teal commented on this Item.

This is Motion No. 026-112

Commissioner Laydon moved that the Board approve Master Services and Purchasing Agreement and 2026 Purchase Request Between the Douglas County Sheriff's Office and Axon Enterprises, Inc for Skydio Drones and Axon Outpost Technology in the Amount of $1,925,275.42.

RESULT: ADOPTED
MOVER: Abe Laydon
SECONDER: Kevin Van Winkle
AYES: Laydon, Van Winkle, Teal

d. Payment to Douglas County Search & Rescue for Douglas County Sheriff's Office Contributions for New Command Post and 2026 Annual Support in the Amount of $223,000.00.

Chief Joel White, Douglas County Sheriff's Office, addressed the Board to present on this Item.

Commissioner Laydon commented on this Item and asked a clarifying question.
Chief White addressed the Board to help answer the Commissioner's question.

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

Public Comment:
Matt Smith, Castle Rock, addressed the Board to provide public comment.

Commissioner Van Winkle commented on this Item.

Commissioner Laydon commented on this Item.

Chief White commented on this Item.

This is Motion No. 026-113

Commissioner Van Winkle moved that the Board approve Payment to Douglas County Search & Rescue for Douglas County Sheriff's Office Contributions for New Command Post and 2026 Annual Support in the Amount of $223,000.00.

RESULT:	ADOPTED
MOVER:	Kevin Van Winkle
SECONDER:	Abe Laydon
AYES:	Laydon, Van Winkle, Teal

4. Commissioner Comments

Commissioner Laydon provided comment.

Commissioner Van Winkle provided comment.

Commissioner Teal provided comment.

4. Commissioner Comments

Commissioner Van Winkle provided comment.

5. Other Business

6. County Manager

a. County Manager Report.

7. Adjournment

The Next Business Meeting Will be Held on Tuesday,July 28, 2026 @ 1:30 p.m.

MEETING DATE: July 28, 2026

DESCRIPTION: Approval of Land Use/Public Hearing Minutes from July 14, 2026.

ATTACHMENTS:

Minutes LU_PH Meeting 07.14.2026

BOARD OF COUNTY COMMISSIONERS LAND USE MEETING/PUBLIC HEARING

TUESDAY, JULY 14, 2026

MINUTES

Tuesday, July 14, 2026	2:30 PM	Hearing Room

2:30 PM

Rollcall

PRESENT: Vice Chair George Teal
Chairperson Abe Laydon
Kevin Van Winkle

1. Call to Order

a. Pledge of Allegiance

b. Attorney Certification of Agenda

Jeff Garcia, County Attorney, said that all items on today's agenda have been properly noticed and the Board has jurisdiction to proceed.

c. Commissioners Disclosure for Items on This Agenda

2. Land Use Meeting Agenda Items

a. DCL Sterling Ranch Exemption - Project File: EX2026-006.

Eric Pavlinek, Department of Community Development, addressed the Board to present on this Item.

Commissioner Laydon commented on this Item.

Public Comment: None

Commissioner Van Winkle commented on this Item.

This is Motion No. 026-114

Commissioner Van Winkle moved that the Board approve DCL Sterling Ranch Exemption because it does meet all of the approval criteria, with 2 conditions as presented - Project File: EX2026-006.

RESULT: ADOPTED
MOVER: Kevin Van Winkle
SECONDER: Abe Laydon
AYES: Vice Chair Teal, Laydon and Commissioner Van Winkle

b. Stone Creek Ranch Filing 1, 2nd Amendment - Replat - Project File: SB2022-038.

Trevor Bedford, Department of Community Development, addressed the Board to present on this Item.

Commissioner Teal commented on this Item and asked clarifying questions.
Mr. Bedford addressed the Board to answer the Commissioner's questions.

Mike Sanders, applicant, addressed the Board to comment on this Item.

Commissioner Laydon asked clarifying questions.
Mr. Bedford addressed the Board to answer the Commissioner's questions.

Mr. Sanders addressed the Board to comment on this Item.

Public Comment: None

This is Motion No. 026-115

Commissioner Laydon moved that the Board approve Stone Creek Ranch Filing 1, 2nd Amendment Replat, because it does meet all of the approval criteria, with 2 conditions as presented - Project File: SB2022-038.

RESULT: ADOPTED
MOVER: Abe Laydon
SECONDER: Kevin Van Winkle
AYES: Vice Chair Teal, Laydon and Commissioner Van Winkle

c. Sundown Final Plat - Project File: SB2025-019.

Matt Jakubowski, Department of Community Development, addressed the Board to present on this Item.

Commissioner Laydon asked a clarifying question.
Mr. Jakubowski addressed the Board to answer the Commissioner's question.

Alan Westfall, applicant, addressed the Board to comment on this Item.

Public Comment: None

Commissioner Teal asked the applicant if they agreed to the conditions as presented.
Mr. Westfall addressed the Board to agree to the conditions.

Commissioner Laydon commented on this Item.

Commissioner Van Winkle commented on this Item.

This is Motion No. 026-116

Commissioner Van Winkle moved that the Board approve Sundown Final Plat because it does meet all of the approval criteria, with 10 conditions as presented - Project File: SB2025-019.

RESULT: ADOPTED
MOVER: Kevin Van Winkle
SECONDER: Abe Laydon
AYES: Vice Chair Teal, Laydon and Commissioner Van Winkle

3. Public Hearing Agenda Items

a. Adragna - Minor Development Final Plat - Project File: SB2024-030.

Brett Thomas, Department of Community Development, addressed the Board to present on this Item.

Casey Adragna, applicant, addressed the Board to comment on this Item.

Commissioner Laydon commented on this Item and asked clarifying questions.
Mr. Adragna addressed the Board to answer the Commissioner's questions.
Mr. Thomas addressed the Board to answer the Commissioner's questions.

Commissioner Teal asked the applicant if they agreed to the conditions as presented.
Mr. Adragna addressed the Board to agree to the conditions.

Public Comment: None

Commissioner Teal commented on this Item.

This is Motion No. 026-117

Commissioner Laydon moved that the Board approve Adragna - Minor Development Final Plat because it does meet all of the approval criteria, with 4 conditions as presented - Project File: SB2024-030.

RESULT: ADOPTED
MOVER: Abe Laydon
SECONDER: Kevin Van Winkle
AYES: Vice Chair Teal, Laydon and Commissioner Van Winkle

b. An Ordinance Adopting the 2024 International Fire Code, with Amendments as Set Forth in Attachment 1 and Appendices B and C and Repealing All Ordinances and Resolutions in Conflict Therewith.

Matthew Dziubanski, Building Department, addressed the Board to present on this Item.

Commissioner Van Winkle asked a clarifying question.
Mr. Dziubanski addressed the Board to answer the Commissioner's question.

Public Comment:

Dave Wooder, Franktown Fire, addressed the Board to provide public comment.

This is Motion No. 026-118

Commissioner Van Winkle moved that the Board approve An Ordinance Adopting the 2024 International Fire Code, with Amendments as Set Forth in Attachment 1 and Appendices B and C and Repealing All Ordinances and Resolutions in Conflict Therewith.

RESULT:	ADOPTED
MOVER:	Kevin Van Winkle
SECONDER:	Abe Laydon
AYES:	Vice Chair Teal, Laydon and Commissioner Van Winkle

4. Adjournment

The Next Land Use Meeting / Public Hearing Will be Held on Tuesday, July 28, 2026 @ 2:30 p.m.

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Christie Guthrie, Director of Finance

DESCRIPTION: Approval of Vouchers July 21, 2026

SUMMARY: The attached printout lists vouchers and electronic funds transfers requiring Board approval.

Vouchers	$	377,102.41
Electronic Funds Transfers	$	
Handwritten Checks	$	55,421.75
Purchasing Card Charges	$	967,048.03
Election Judges	$	52,881.50
TOTAL:	**$**	**1,452,453.69**

All vouchers, electronic fund transfers, and election judge payments have been approved and signed by a department authorized signer or an elected official. The department authorized signer or an elected official acknowledges the item or service is within the approved budgetary spending authority (Colorado Revised Statutes Title 29, Article 1) and is pursuant to Douglas County policies.

RECOMMENDED ACTION: Approval.

REVIEW:

Christie Guthrie	Approve	7/23/2026
Jeff Garcia	Approve	7/24/2026
Doug DeBord	Approve	7/24/2026

ATTACHMENTS:
07.14.26 BOCC

VOUCHERS

Payment reference	Payment date	Vendor name	Invoice #	Fund	BusinessUnit	BusinessUnit description	MainAccount	MainAccount description	Invoice payment amount
APPM000033	07/21/26	ALLEGIANT MORTUARY TRANSPORT	JUNE2026	100	23100	CORONER	556900	Other Purchased Services	900.00
APPM000033 Total									**900.00**
APPM000034	07/21/26	AUSTIN, IAN MICHAEL	080226-081626PERDIEM	220	22660	K-9 UNIT - LEA	557100	Travel Expense	952.00
APPM000034 Total									**952.00**
APPM000035	07/21/26	O'CONNOR, CHRISTINE MARIE	ACC-201 Financial Accounting, MKT-205 Applied Mark	100	17100	HR ADMIN	558200	Tuition Reimbursement	2,052.00
APPM000035 Total									**2,052.00**
APPM000036	07/21/26	MESA COUNTY GOVERNMENT	B2606-000005	100	19750	COMMUNITY CORRECTIONS ALLOCATION	556900	Other Purchased Services	2,246.70
APPM000036 Total									**2,246.70**
APPM000037	07/21/26	INTERVENTION COMMUNITY CORRECTIONS SERV	B2606-000027	100	19750	COMMUNITY CORRECTIONS ALLOCATION	556900	Other Purchased Services	6,398.48
APPM000037	07/21/26	INTERVENTION COMMUNITY CORRECTIONS SERV	B2606-000162	100	19750	COMMUNITY CORRECTIONS ALLOCATION	556900	Other Purchased Services	2,225.10
APPM000037	07/21/26	INTERVENTION COMMUNITY CORRECTIONS SERV	B2606-000165	100	19750	COMMUNITY CORRECTIONS ALLOCATION	556900	Other Purchased Services	2,002.59
APPM000037 Total									**10,626.17**
APPM000038	07/21/26	LISA A HARTWELL	26-017	223	28001	DA 23RD - DISTRICT MO ALLOC	554450	Transcription Services (Not PH)	133.20
APPM000038 Total									**133.20**
APPM000039	07/21/26	ADVANTAGE TREATMENT CENTER	B2606-000180	100	19750	COMMUNITY CORRECTIONS ALLOCATION	556900	Other Purchased Services	403.80
APPM000039 Total									**403.80**
APPM000040	07/21/26	BLUE WOLF PROMOS	10256	100	21100	SHERIFF ADMINISTRATION	543100	Community program supplies	2,310.00
APPM000040 Total									**2,310.00**
APPM000041	07/21/26	CORECIVIC INC	B2606-000097	100	19750	COMMUNITY CORRECTIONS ALLOCATION	556900	Other Purchased Services	6,695.07
APPM000041	07/21/26	CORECIVIC INC	B2606-000087	100	19750	COMMUNITY CORRECTIONS ALLOCATION	556900	Other Purchased Services	1,378.32
APPM000041 Total									**8,073.39**
APPM000042	07/21/26	SUSAN C FIKANY	689	223	28501	DA 23RD - STATE MANDATED COSTS	543600	Transcriptions	156.60
APPM000042 Total									**156.60**
APPM000043	07/21/26	IMAGEFIRST	268912225	100	23100	CORONER	556900	Other Purchased Services	81.70
APPM000043	07/21/26	IMAGEFIRST	268871919	100	23100	CORONER	556900	Other Purchased Services	81.70
APPM000043	07/21/26	IMAGEFIRST	268823866	100	23100	CORONER	556900	Other Purchased Services	81.70
APPM000043 Total									**245.10**
APPM000044	07/21/26	VERITRACE INC	009219	217	46100	DC HEALTH DEPT ADMIN	541200	Office Equipment Supplies & Accessories	3,565.00
APPM000044 Total									**3,565.00**
APPM000045	07/21/26	INJURY CARE ASSOCIATES	4679	100	21155	HIRING	559300	Recruitment Costs	1,645.25
APPM000045 Total									**1,645.25**
APPM000046	07/21/26	CASTLE ROCK ROCK LLC	4504	200	31400	MAINTENANCE OF CONDITION	546100	Aggregate products	3,440.88
APPM000046 Total									**3,440.88**
APPM000047	07/21/26	COLORADO DISTRICT ATTORNEY'S COUNCIL	33052	223	28001	DA 23RD - DISTRICT MO ALLOC	554500	Subpeona Services	946.00
APPM000047 Total									**946.00**
APPM000048	07/21/26	DOUGLAS COUNTY SHERIFFS OFFICE	3432	223	28501	DA 23RD - STATE MANDATED COSTS	554550	Process Services	11.00
APPM000048 Total									**11.00**
APPM000049	07/21/26	CARRIER WEST	50429822	100	19125	FACILITIES MANAGEMENT	545900	Other Repair & Maintenance Supplies	29.76
APPM000049 Total									**29.76**
APPM000050	07/21/26	NMS LABS	1314046	100	23100	CORONER	554300	Forensic Testing	5,255.00
APPM000050	07/21/26	NMS LABS	1315917	223	28501	DA 23RD - STATE MANDATED COSTS	557100	Travel Expense	98.00
APPM000050	07/21/26	NMS LABS	1315916	223	28501	DA 23RD - STATE MANDATED COSTS	557100	Travel Expense	98.00
APPM000050	07/21/26	NMS LABS	1315919	223	28501	DA 23RD - STATE MANDATED COSTS	557100	Travel Expense	98.00
APPM000050	07/21/26	NMS LABS	1315918	223	28501	DA 23RD - STATE MANDATED COSTS	557100	Travel Expense	98.00
APPM000050 Total									**5,647.00**
APPM000051	07/21/26	CASTLE ROCK FORD	247886/063026	100	19910	FLEET MAINTENANCE	545300	Equipment and motor vehicle parts	26,987.46
APPM000051 Total									**26,987.46**
APPM000052	07/21/26	CASTLE ROCK CHRYSLER DODGE JEEP	247886/063026	100	19910	FLEET MAINTENANCE	545300	Equipment and motor vehicle parts	1,417.63
APPM000052 Total									**1,417.63**
APPM000053	07/21/26	NATIONAL FIRE & SAFETY INC	10031962	100	19100	FACILITIES ADMINISTRATION	555900	Other Repair & Maintenance Services	1,342.00
APPM000053	07/21/26	NATIONAL FIRE & SAFETY INC	10031990	100	19180	UNIFIED METROPOLITAN FORENSIC	555900	Other Repair & Maintenance Services	950.00
APPM000053 Total									**2,292.00**
APPM000054	07/22/26	4 RIVERS EQUIPMENT LLC	1935838	100	19910	FLEET MAINTENANCE	555200	Repairs - Equipment/Motor Vehicles	3,178.08
APPM000054	07/22/26	4 RIVERS EQUIPMENT LLC	1940419	100	19910	FLEET MAINTENANCE	545300	Equipment and motor vehicle parts	855.18
APPM000054 Total									**4,033.26**
APPM000055	07/22/26	ABSOLUTE GRAPHICS INC	36582	100	21115	SHERIFF TRAINING	542400	Clothing and uniforms	1,722.45
APPM000055 Total									**1,722.45**
APPM000056	07/22/26	ACORN PETROLEUM INC	0042960-IN	100	19910	FLEET MAINTENANCE	545200	Fleet Tank Fuel	22,568.72
APPM000056	07/22/26	ACORN PETROLEUM INC	0043262-IN	100	19910	FLEET MAINTENANCE	545200	Fleet Tank Fuel	19,523.43
APPM000056	07/22/26	ACORN PETROLEUM INC	0043364-IN	100	19910	FLEET MAINTENANCE	545200	Fleet Tank Fuel	15,041.26
APPM000056	07/22/26	ACORN PETROLEUM INC	0048354-IN	100	19910	FLEET MAINTENANCE	545200	Fleet Tank Fuel	12,659.69
APPM000056	07/22/26	ACORN PETROLEUM INC	0049231-IN	100	19910	FLEET MAINTENANCE	545200	Fleet Tank Fuel	8,220.36
APPM000056	07/22/26	ACORN PETROLEUM INC	0049232-IN	100	19910	FLEET MAINTENANCE	545200	Fleet Tank Fuel	6,184.14
APPM000056	07/22/26	ACORN PETROLEUM INC	0048762-IN	100	19910	FLEET MAINTENANCE	545200	Fleet Tank Fuel	2,411.96

APPM000056	07/22/26 ACORN PETROLEUM INC	0048761-IN	100	19910	FLEET MAINTENANCE	545200	Fleet Tank Fuel	1,393.96
APPM000056 Total								**88,003.52**
APPM000057	07/22/26 ADAPTIVE INTERVENTIONS	2026-7	100	19700	COMMUNITY JUSTICE SERVICES	554900	Other Professional Services	21,783.33
APPM000057 Total								**21,783.33**
APPM000058	07/22/26 ALCOHOL MONITORING SYSTEMS INC	378756	100	19700	COMMUNITY JUSTICE SERVICES	554900	Other Professional Services	3,203.20
APPM000058 Total								**3,203.20**
APPM000059	07/22/26 ALLIED UNIVERSAL SECURITY SERVICE	18665199	100	21500	DETENTION	556170	Security Services	6,463.80
APPM000059 Total								**6,463.80**
APPM000060	07/22/26 AMRIZE WEST CENTRAL INC	722772898	200	31400	MAINTENANCE OF CONDITION	546200	Asphalt and asphalt filler	527.58
APPM000060	07/22/26 AMRIZE WEST CENTRAL INC	722785376	200	31400	MAINTENANCE OF CONDITION	546200	Asphalt and asphalt filler	512.12
APPM000060 Total								**1,039.70**
APPM000061	07/22/26 MTM RECOGNITION	6292179	100	17100	HR ADMIN	559100	Recognition Programs	1,885.83
APPM000061	07/22/26 MTM RECOGNITION	6293423	100	17100	HR ADMIN	559100	Recognition Programs	547.96
APPM000061 Total								**2,433.79**
APPM000062	07/22/26 ATTP ALL TRUCK & TRAILER PARTS	25721/063026	100	19910	FLEET MAINTENANCE	545300	Equipment and motor vehicle parts	11,142.70
APPM000062 Total								**11,142.70**
APPM000063	07/22/26 AUTOAUTO WASH LLC	WO-61892	100	19920	FLEET-CAR WASH FACILITY	555900	Other Repair & Maintenance Services	267.16
APPM000063 Total								**267.16**
APPM000064	07/22/26 AUTOMATED BUILDING SOLUTIONS INC	A3782.8	100	19150	JUSTICE CENTER FACILITY MGMT	555500	Repair & Maintenance Service Contracts	800.00
APPM000064 Total								**800.00**
APPM000065	07/22/26 BEYOND THE BADGE LLC	06026DCSO	100	21130	EMPLOYEE WELLNESS	554900	Other Professional Services	9,100.00
APPM000065 Total								**9,100.00**
APPM000066	07/22/26 BUCKEYE CLEANING CENTER OF DENVER	90764895	100	21500	DETENTION	542300	Janitorial Supplies	4,359.63
APPM000066 Total								**4,359.63**
APPM000067	07/22/26 CASTLE ROCK CHEVROLET BUICK GMC	247886/063026	100	19910	FLEET MAINTENANCE	545300	Equipment and motor vehicle parts	13,062.62
APPM000067 Total								**13,062.62**
APPM000068	07/22/26 CASTLE ROCK MICROWAVE LLC	4488	100	21127	RADIO SYSTEMS	547600	Controllable Assets - Computer Software / License	8,250.00
APPM000068 Total								**8,250.00**
APPM000069	07/22/26 CDW GOVERNMENT LLC	AJ7TA9W	100	18900	SOFTWARE MAINTENANCE	547600	Controllable Assets - Computer Software / License	5,899.20
APPM000069 Total								**5,899.20**
APPM000070	07/22/26 CENTER COPY BOULDER, INC.	73586	220	22100	PATROL - LEA	552100	Printing / Copying & Reports	183.75
APPM000070 Total								**183.75**
APPM000071	07/22/26 CINTAS CORPORATION	9379335445	220	22100	PATROL - LEA	555500	Repair & Maintenance Service Contracts	1,700.00
APPM000071 Total								**1,700.00**
APPM000072	07/22/26 COLES SCREEN PRINTING	44810	200	31400	MAINTENANCE OF CONDITION	542400	Clothing and uniforms	350.01
APPM000072	07/22/26 COLES SCREEN PRINTING	44812	200	31400	MAINTENANCE OF CONDITION	542400	Clothing and uniforms	340.25
APPM000072	07/22/26 COLES SCREEN PRINTING	44823	200	31550	WEED CONTROL	542400	Clothing and uniforms	285.50
APPM000072	07/22/26 COLES SCREEN PRINTING	44825	200	31550	WEED CONTROL	542400	Clothing and uniforms	280.91
APPM000072	07/22/26 COLES SCREEN PRINTING	44811	200	31400	MAINTENANCE OF CONDITION	542400	Clothing and uniforms	275.21
APPM000072	07/22/26 COLES SCREEN PRINTING	44814	200	31100	ROAD AND BRIDGE ADMIN	542400	Clothing and uniforms	131.66
APPM000072	07/22/26 COLES SCREEN PRINTING	16793	100	19125	FACILITIES MANAGEMENT	542400	Clothing and uniforms	103.80
APPM000072	07/22/26 COLES SCREEN PRINTING	44821	200	31100	ROAD AND BRIDGE ADMIN	542400	Clothing and uniforms	66.15
APPM000072 Total								**1,833.49**
APPM000073	07/22/26 COLES SCREEN PRINTING	44816	200	31100	ROAD AND BRIDGE ADMIN	542400	Clothing and uniforms	328.04
APPM000073	07/22/26 COLES SCREEN PRINTING	44820	200	31100	ROAD AND BRIDGE ADMIN	542400	Clothing and uniforms	326.19
APPM000073	07/22/26 COLES SCREEN PRINTING	44822	200	31100	ROAD AND BRIDGE ADMIN	542400	Clothing and uniforms	322.12
APPM000073 Total								**976.35**
APPM000074	07/22/26 COLORADO GARAGE DOOR SERVICE	125591	100	19920	FLEET-CAR WASH FACILITY	545900	Other Repair & Maintenance Supplies	646.00
APPM000074 Total								**646.00**
APPM000075	07/22/26 CORDANT HEALTH SOLUTIONS	FS-2560063026	100	19700	COMMUNITY JUSTICE SERVICES	554100	Medical, Dental & Vet Services	172.41
APPM000075 Total								**172.41**
APPM000076	07/22/26 HEALTHCARE MEDICAL WASTE SERVICES	W 170588	100	23100	CORONER	553600	Biohazard Waste Removal	215.60
APPM000076 Total								**215.60**
APPM000077	07/22/26 INSIGHT PUBLIC SECTOR INC	1101398262	100	18100	IT ADMINISTRATION	555400	Software/Hardware Support & Maintenance	12,880.80
APPM000077 Total								**12,880.80**
APPM000078	07/22/26 JACOB, HOLLY JANE	ER-000011	100	18100	IT ADMINISTRATION	551100	Postage & Delivery Service	76.63
APPM000078 Total								**76.63**
APPM000079	07/22/26 LEXISNEXIS RISK SOLUTIONS	1300310824	100	21350	TECHNOLOGY SECTION	547600	Controllable Assets - Computer Software / License	187.19
APPM000079 Total								**187.19**
APPM000080	07/22/26 MAINTENANCE RESOURCES INC	2607052	100	55200	FAIRGROUND OPERATIONS	555500	Repair & Maintenance Service Contracts	1,497.00
APPM000080	07/22/26 MAINTENANCE RESOURCES INC	2607051	100	55200	FAIRGROUND OPERATIONS	555500	Repair & Maintenance Service Contracts	422.00
APPM000080 Total								**1,919.00**
APPM000081	07/22/26 TRINITY SERVICES GROUP INC	3011500251	100	21500	DETENTION	556270	Inmate Meals	14,895.81
APPM000081	07/22/26 TRINITY SERVICES GROUP INC	3011500249	100	21500	DETENTION	556270	Inmate Meals	14,879.00
APPM000081	07/22/26 TRINITY SERVICES GROUP INC	3011500250	100	21500	DETENTION	556270	Inmate Meals	14,689.61

APPM000081	07/22/26 TRINITY SERVICES GROUP INC	3011500253	100	21500	DETENTION	556270	Inmate Meals	79.74
APPM000081 Total								**44,544.16**
APPM000082	07/22/26 POSTMORTEM PATHOLOGY SERVICES INC	26-06-DOU	100	23100	CORONER	554100	Medical, Dental & Vet Services	23,775.00
APPM000082 Total								**23,775.00**
APPM000083	07/22/26 RMS RECOVERY MONITORING SOLUTIONS	10246978	100	19700	COMMUNITY JUSTICE SERVICES	554100	Medical, Dental & Vet Services	1,950.00
APPM000083 Total								**1,950.00**
APPM000084	07/22/26 SANDOVAL ELEVATOR COMPANY LLC	14520	100	19150	JUSTICE CENTER FACILITY MGMT	555500	Repair & Maintenance Service Contracts	1,783.00
APPM000084	07/22/26 SANDOVAL ELEVATOR COMPANY LLC	14521	100	19100	FACILITIES ADMINISTRATION	555500	Repair & Maintenance Service Contracts	1,164.00
APPM000084	07/22/26 SANDOVAL ELEVATOR COMPANY LLC	14524	100	19175	HIGHLANDS RANCH SUBSTATION FAC	555500	Repair & Maintenance Service Contracts	256.00
APPM000084 Total								**3,203.00**
APPM000085	07/22/26 SKYVIEW WEATHER	14921	100	21700	EMERGENCY MGMT.	554900	Other Professional Services	6,037.50
APPM000085 Total								**6,037.50**
APPM000086	07/22/26 SOURCENOW	INV-SN-4776	100	21125	SUPPORT SERVICES	541300	Computer supplies and accessories	78.15
APPM000086 Total								**78.15**
APPM000087	07/22/26 TELLIGEN	INV-0000126377	100	17100	HR ADMIN	559700	Wellness programs - Carrier	2,791.88
APPM000087	07/22/26 TELLIGEN	INV-0000126362	100	17100	HR ADMIN	559700	Wellness programs - Carrier	1,800.68
APPM000087	07/22/26 TELLIGEN	INV-0000126375	100	17100	HR ADMIN	559700	Wellness programs - Carrier	1,338.12
APPM000087 Total								**5,930.68**
APPM000088	07/22/26 THOMSON REUTERS WEST	853801579	100	21350	TECHNOLOGY SECTION	547600	Controllable Assets - Computer Software / License	1,230.59
APPM000088	07/22/26 THOMSON REUTERS WEST	853831317	223	28001	DA 23RD - DISTRICT MO ALLOC	558400	Books and subscriptions	325.50
APPM000088 Total								**1,556.09**
APPM000089	07/22/26 TONNA PALLAS	16H12G851615/063026	620	19400	UI/WC/DISABILITY SELF-INS.	573500	Workers Compensation claims	1,430.00
APPM000089 Total								**1,430.00**
APPM000090	07/22/26 UNCC	226060298	100	30200	ENGINEERING	554900	Other Professional Services	1,843.85
APPM000090 Total								**1,843.85**
APPM000091	07/22/26 UNIFIRST CORPORATION	2260264402	100	19910	FLEET MAINTENANCE	542400	Clothing and uniforms	240.43
APPM000091	07/22/26 UNIFIRST CORPORATION	2260264973	100	19910	FLEET MAINTENANCE	542400	Clothing and uniforms	87.43
APPM000091 Total								**327.86**
APPM000092	07/22/26 WANCO INC	143711	100	19910	FLEET MAINTENANCE	545300	Equipment and motor vehicle parts	199.00
APPM000092 Total								**199.00**
APPM000093	07/22/26 WATER & EARTH TECHNOLOGIES INC	5667	200	31685	CIP - DRAINAGE FUND 200	554900	Other Professional Services	7,759.75
APPM000093 Total								**7,759.75**
APPM000094	07/22/26 WELLS FARGO BANK - GOVERNMENT BANKING	JUN2026/SOC	210	44500	CHILD WELFARE	556100	Banking Service Fees	32.58
APPM000094 Total								**32.58**
APPM000095	07/22/26 CHEMSTATION OF THE ROCKIES	40585	100	19920	FLEET-CAR WASH FACILITY	545900	Other Repair & Maintenance Supplies	1,272.50
APPM000095 Total								**1,272.50**
APPM000096	07/22/26 COLES SCREEN PRINTING	44813	200	31400	MAINTENANCE OF CONDITION	542400	Clothing and uniforms	387.46
APPM000096	07/22/26 COLES SCREEN PRINTING	44818	200	30200	ENGINEERING	542400	Clothing and uniforms	338.31
APPM000096 Total								**725.77**
Grand Total								**377,102.41**

HANDWRITES

Payment reference	Payment date	Vendor name	Invoice #	Fund	BusinessUnit	BusinessUnit description	MainAccount	MainAccount description	Invoice payment amount
APPM000001	07/07/26	KELSEY FLINT MD PLLC	070626	223	28001	DA 23RD - DISTRICT MO ALLOC	543800	Witness expense	2,370.00
APPM000001 Total									**2,370.00**
APPM000002	07/09/26	SNELL, KEENAN GRANT	070626-070826PERDIEM	100	19100	FACILITIES ADMINISTRATION	557100	Travel Expense	129.00
APPM000002 Total									**129.00**
APPM000005	07/10/26	PINERY WATER DISTRICT	4309/070626	100	51100	PARK MAINTENANCE	564300	Water and sewer	159.01
APPM000005	07/10/26	PINERY WATER DISTRICT	3327/070626	100	51100	PARK MAINTENANCE	564300	Water and sewer	75.11
APPM000005	07/10/26	PINERY WATER DISTRICT	4310/070626	100	51100	PARK MAINTENANCE	564300	Water and sewer	21.64
APPM000005 Total									**255.76**
APPM000006	07/10/26	CATHOLIC CHARITIES OF CENTRAL COLORADO	HRP02025002	100	802042	HOMELESS RESOLUTION	447500	Other Purchased Services	140.00
APPM000006 Total									**140.00**
APPM000007	07/10/26	MANNA RESOURCE CENTER	CSBG226	100	861549	COMMUNITY SERVICES	447500	Other Purchased Services	700.00
APPM000007	07/10/26	MANNA RESOURCE CENTER	CSBG126	100	861549	COMMUNITY SERVICES	447500	Other Purchased Services	600.00
APPM000007	07/10/26	MANNA RESOURCE CENTER	CSBG326	100	861549	COMMUNITY SERVICES	447500	Other Purchased Services	600.00
APPM000007	07/10/26	MANNA RESOURCE CENTER	CSBG426	100	861549	COMMUNITY SERVICES	447500	Other Purchased Services	400.00
APPM000007	07/10/26	MANNA RESOURCE CENTER	CSBG626	100	861549	COMMUNITY SERVICES	447500	Other Purchased Services	200.00
APPM000007 Total									**2,500.00**
APPM000013	07/14/26	CITY OF LITTLETON	JUN2026	100	0	CLERK & RECORDER	214351	Due to Littleton - Auto Use Tax	4,993.15
APPM000013 Total									**4,993.15**
APPM000014	07/13/26	XCEL ENERGY	5300123634256/062626	100	19180	UNIFIED METROPOLITAN FORENSIC	564100	Electric	9,257.49
APPM000014 Total									**9,257.49**
APPM000015	07/13/26	XCEL ENERGY	5300119541631/070826	100	19100	FACILITIES ADMINISTRATION	564200	Gas	64.23
APPM000015 Total									**64.23**
APPM000016	07/13/26	XCEL ENERGY	5300112347584/070826	100	19100	FACILITIES ADMINISTRATION	564200	Gas	79.32
APPM000016 Total									**79.32**
APPM000017	07/13/26	XCEL ENERGY	5300112347540/070826	100	19100	FACILITIES ADMINISTRATION	564200	Gas	55.04
APPM000017 Total									**55.04**
APPM000018	07/13/26	XCEL ENERGY	5300111764383/070826	100	19100	FACILITIES ADMINISTRATION	564200	Gas	157.24
APPM000018 Total									**157.24**
APPM000019	07/13/26	XCEL ENERGY	5340380672/063026	100	19100	FACILITIES ADMINISTRATION	564200	Gas	7,136.29
APPM000019 Total									**7,136.29**
APPM000020	07/13/26	XCEL ENERGY	5300112347404/070826	100	19100	FACILITIES ADMINISTRATION	564200	Gas	140.28
APPM000020 Total									**140.28**
APPM000021	07/13/26	CATALIS COURTS & LAND RECORDS, LLC	INV308375597	100	12300	E-RECORDING	555400	Software/Hardware Support & Maintenance	14,534.67
APPM000021 Total									**14,534.67**
APPM000022	07/13/26	NATIONAL FIRE & SAFETY INC	10030007	100	19100	FACILITIES ADMINISTRATION	555500	Repair & Maintenance Service Contracts	2,305.00
APPM000022	07/13/26	NATIONAL FIRE & SAFETY INC	10030463	100	19150	JUSTICE CENTER FACILITY MGMT	555900	Other Repair & Maintenance Services	995.00
APPM000022 Total									**3,300.00**
APPM000024	07/14/26	TOWN OF LARKSPUR	JUN2026	100	0	CLERK & RECORDER	214340	Due to Larkspur - MV License fees	129.95
APPM000024 Total									**129.95**
APPM000025	07/14/26	CITY OF LONE TREE	JUN2026	100	0	CLERK & RECORDER	214360	Due to Lone Tree - MV License fees	5,363.32
APPM000025 Total									**5,363.32**
APPM000026	07/14/26	WESTERN PAPER DISTRIBUTORS	5492900	100	19150	JUSTICE CENTER FACILITY MGMT	542300	Janitorial Supplies	93.58
APPM000026 Total									**93.58**
APPM000027	07/14/26	AUTOAUTO WASH LLC	WO-60579	100	19920	FLEET-CAR WASH FACILITY	555900	Other Repair & Maintenance Services	2,296.10
APPM000027	07/14/26	AUTOAUTO WASH LLC	WO-61733	100	19920	FLEET-CAR WASH FACILITY	545900	Other Repair & Maintenance Supplies	785.93
APPM000027	07/14/26	AUTOAUTO WASH LLC	WO-59482	100	19920	FLEET-CAR WASH FACILITY	545900	Other Repair & Maintenance Supplies	432.40
APPM000027 Total									**3,514.43**
APPM000028	07/14/26	C3 INTERIORS LLC	I-8449	330	33500	CULTURAL & RECREATION FACILITIES	672300	Building Improvements	1,208.00
APPM000028 Total									**1,208.00**
Grand Total									**55,421.75**

PCARD

Payment reference	Payment date	Vendor name	Invoice #	Fund	BusinessUnit	BusinessUnit description	MainAccount	MainAccount description	Invoice payment amount
APPM000004	07/10/26	J P MORGAN CHASE BANK	063026	100	0		211100	Checks Payable - Wells Fargo	967,048.03
APPM000004 Total									**967,048.03**
Grand Total									**967,048.03**

J.P.Morgan

JPMORGAN CHASE BANK NA
P.O. BOX 15918
MAIL SUITE DE1-1404
WILMINGTON DE 19850

ACCOUNT NUMBER	[redacted]
PAYMENT DUE DATE	07/14/2026
AMOUNT DUE	$967,048.03
CURRENT BALANCE	$967,048.03

Remit To: JPMORGAN CHASE BANK NA
P.O. BOX 4475
CAROL STREAM, IL 60197-4475

AMOUNT ENCLOSED $

DOUGLAS COUNTY GOVT
CRAIG KRONHART
100 3RD ST STE 130
CASTLE ROCK CO 80104-2425

** □□□□□□□

[redacted]

PLEASE TEAR PAYMENT COUPON AT PERFORATION

STATEMENT MESSAGES

COMMERCIAL ACCOUNT SUMMARY

ORGANIZATION NAME: DOUGLAS COUNTY GOVT

ACCOUNT NUMBER: [redacted]

CLOSING DATE	06-30-26
CREDIT LIMIT	2,000,000
AVAILABLE CREDIT	1,032,952

FOR CUSTOMER SERVICE CALL:
1-800-316-6056

FOR TTY/TDD SERVICE CALL:
1-800-955-8060

SEND BILLING INQUIRIES TO:

JPMORGAN CHASE BANK NA
COMMERCIAL CARD SOLUTIONS
P.O. BOX 2015
MAIL SUITE IL1-6225
ELGIN, IL 60121

PREVIOUS BALANCE	832,925.58
PURCHASES AND OTHER CHARGES	976,602.31
CASH ADVANCES	.00
CREDITS	9,554.28
PAYMENTS	832,925.58-
LATE PAYMENT CHARGES	.00
CASH ADVANCE FEE	.00
FINANCE CHARGES	.00
NEW BALANCE	**967,048.03**
TOTAL PAYMENT DUE	967,048.03
DISPUTED AMOUNT	.00

Spend Analysis by Merchant

Run Date: 07/01/2026

Report ID: 10013

Posting Date: 06/01/2026 - 06/30/2026

DOUGLAS COUNTY GOVT
CRAIG KRONHART
100 THIRD STREET
SUITE 130
CASTLE ROCK, CO 80104-2425 USA

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
TOWN OF CASTLE ROCK	45,812.84	4.65	1,579.75	29	29.00
481A PURCELL TIRE	40,312.13	4.09	1,612.49	25	25.00
VZWRLSS*APOCC VISB	38,151.43	3.87	38,151.43	1	1.00
VZWRLSS*MY VZ VB P	33,303.49	3.38	11,101.16	3	3.00
INSIGHT PUBLIC SECTOR	26,266.05	2.66	8,755.35	3	3.00
ACORN PETROLEUM INC	20,419.10	2.07	10,209.55	2	2.00
WICKED COLLISION CENTE	18,154.81	1.84	3,630.96	5	5.00
HIGHLANDS RANCH WATER	17,339.19	1.76	1,155.95	15	15.00
GRAYBAR ELECTRIC COMPA	15,276.14	1.55	3,819.04	4	4.00
NATL CNCL FOR BHVRL HT	14,745.65	1.50	14,745.65	1	1.00
CINTAS CORP	14,545.37	1.47	393.12	37	37.00
IN *NLK9	13,500.00	1.37	13,500.00	1	1.00
THOMSON WEST*TCD	12,825.24	1.30	4,275.08	3	3.00
SHERATON	12,514.71	1.27	595.94	21	21.00
2539 - JENSEN SALES CO	11,604.06	1.18	11,604.06	1	1.00
4IMPRINT, INC	11,488.90	1.17	2,872.23	4	4.00
WAGNER EQUIP CO CR	10,488.92	1.06	10,488.92	1	1.00
L.A.W.S.	10,193.03	1.03	1,019.30	10	10.00
WCI*WC OF COLORADO	9,912.13	1.01	1,652.02	6	6.00
MOUNTAIN VIEW TENT COM	9,598.95	0.97	4,799.48	2	2.00
FASTSIGNS 371801	9,376.15	0.95	1,875.23	5	5.00
IN *LOCLYZ LLC	8,812.50	0.89	8,812.50	1	1.00
SQ *ARNETT DESIGNS, IN	8,448.00	0.86	8,448.00	1	1.00
(PC) 1872 CED	8,244.22	0.84	2,748.07	3	3.00
FARIS MACHINERY	7,691.97	0.78	3,845.99	2	2.00
AUTOGRAPH	7,396.00	0.79	493.07	15	15.00
IN *AVALON TRUFRAME CA	7,365.58	0.75	7,365.58	1	1.00
IN *ALUMINUM CABINET C	7,216.36	0.73	7,216.36	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
UNITED AIRLINES	6,879.24	0.78	152.87	45	45.00
WAGNER EQUIPMENT CO	6,745.28	0.68	2,248.43	3	3.00
BI INC AP	6,609.45	0.67	6,609.45	1	1.00
BITWARDEN	6,480.00	0.66	6,480.00	1	1.00
THE HOME DEPOT #1531	5,606.56	0.57	280.33	20	20.00
EVENT PRO SOFTWARE	5,599.97	0.57	1,866.66	3	3.00
RSD - CENTENNIAL#74	5,224.94	0.53	580.55	9	9.00
ARTLIST	5,150.00	0.52	5,150.00	1	1.00
DEXIS LLC	5,090.00	0.52	5,090.00	1	1.00
GOVCONNECTION	5,003.71	0.51	1,250.93	4	4.00
BRECK RESERVATIONS	5,000.00	0.51	5,000.00	1	1.00
INTERSTATE BATTERIES P	4,910.85	0.50	2,455.43	2	2.00
LA QUINTA INN AND SUITES	4,863.00	0.49	374.08	13	13.00
BOX, INC.	4,851.00	0.49	4,851.00	1	1.00
MOMAR INCORPORATED	4,746.31	0.48	2,373.16	2	2.00
BROTHERS BBQ 8	4,674.44	0.47	4,674.44	1	1.00
BOBCAT PARKER	4,540.66	0.51	908.13	5	5.00
COLORADO PETROLEUM SER	4,307.22	0.44	4,307.22	1	1.00
DOG WASTE DEPOT	4,080.00	0.41	4,080.00	1	1.00
ALAMEDA WHOLESALE NURS	4,079.08	0.41	2,039.54	2	2.00
COLORADO ASSOC OF TAX	4,037.60	0.41	367.05	11	11.00
SOUTHERN FOLGER DETENT	4,000.00	0.41	4,000.00	1	1.00
VSP*SIMPLI.FI	4,000.00	0.41	4,000.00	1	1.00
QUALITY LANDSCAPE SOI	3,935.80	0.40	983.95	4	4.00
ALL AMERICAN RECORDS M	3,829.50	0.39	3,829.50	1	1.00
THE HOME DEPOT 1531	3,632.03	0.37	172.95	21	21.00
ROCKY MOUNTAIN AIR SOL	3,609.67	0.37	601.61	6	6.00
AGENTSOFDISCOVERY	3,587.50	0.36	3,587.50	1	1.00
CHCO TRAINING NP	3,570.00	0.36	595.00	6	6.00
SQ *AUTO GLASS WORKS	3,500.00	0.35	233.33	15	15.00
IN *BRAND ASSET PARTNE	3,480.00	0.35	3,480.00	1	1.00
GEORGE T SANDERS COMPA	3,457.00	0.35	3,457.00	1	1.00
SUPPLYHOUSE.COM	3,412.76	0.35	568.79	6	6.00
STARLINK INTERNET	3,365.00	0.34	1,121.67	3	3.00
2517 - CPS DSTRBTRS	3,354.80	0.34	1,677.40	2	2.00
SQ *ENTERTAINMENT-ETC.	3,350.00	0.34	3,350.00	1	1.00
BURNCO CO READY MIX	3,345.40	0.34	1,115.13	3	3.00
WWP*MUG-A-BUG PEST CON	3,344.00	0.34	3,344.00	1	1.00
SURVEYMONKEYUS	3,312.00	0.34	3,312.00	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
C&C SAND AND STONE CO.	3,294.77	0.33	1,098.26	3	3.00
STOP STICK, LTD.	3,211.00	0.33	3,211.00	1	1.00
ALLEGION ACCESS TECHNO	3,190.66	0.32	1,595.33	2	2.00
FBI LEEDA INC	3,180.00	0.32	795.00	4	4.00
CLE*ASSOOFOTOLARYNGOLO	3,078.61	0.31	3,078.61	1	1.00
ESKILL	3,000.00	0.30	3,000.00	1	1.00
ULINE *SHIP SUPPLIES	2,965.29	0.31	370.66	8	8.00
CORE ELECTRIC COOPERAT	2,947.27	0.30	294.73	10	10.00
4TE*SECURITY CENTRAL,	2,821.75	0.29	2,821.75	1	1.00
EA IGNITE FALL	2,715.00	0.28	2,715.00	1	1.00
CONEQUIP PARTS & EQUIP	2,653.00	0.27	2,653.00	1	1.00
WEED WRANGLERS	2,600.00	0.26	2,600.00	1	1.00
SOURCE MANAGEMENT	2,597.50	0.26	108.23	24	24.00
THE HOME DEPOT #1508	2,505.07	0.25	125.25	20	20.00
FSP*COLORADO BAR ASSOC	2,494.50	0.25	415.75	6	6.00
MYTHICS LLC	2,493.58	0.25	2,493.58	1	1.00
DENT FREE* INV1323	2,452.69	0.25	2,452.69	1	1.00
IMLSS UTAH	2,428.76	0.25	607.19	4	4.00
WAHOOS FISH TACOS HIG	2,400.29	0.24	2,400.29	1	1.00
COMCAST BUSINESS	2,370.21	0.24	2,370.21	1	1.00
SOUTHWEST AIRLINES	2,324.19	0.55	193.68	12	12.00
GOLF AND SPORT SOLUTIO	2,323.50	0.24	2,323.50	1	1.00
APEX WASTE SOLUTIONS -	2,232.15	0.23	2,232.15	1	1.00
FIRSTSPEAR LLC	2,217.22	0.22	2,217.22	1	1.00
MARRIOTT	2,107.68	0.21	702.56	3	3.00
KING SOOPERS #0132	2,082.37	0.21	231.37	9	9.00
SQ *WOODHILL SMALL BAT	2,069.60	0.21	2,069.60	1	1.00
HONEY BUCKET	2,047.00	0.21	1,023.50	2	2.00
CAMFIL USA, INC	2,008.74	0.20	2,008.74	1	1.00
AMERICAN CONSERV & BIL	1,998.78	0.20	666.26	3	3.00
USPS PO 0714410156	1,998.68	0.20	166.56	12	12.00
DALE CARNEGIE DIGITAL	1,995.00	0.20	1,995.00	1	1.00
WESTSIDE TOWING	1,985.50	0.20	104.50	19	19.00
IN *AUTOAUTO WASH LLC	1,943.24	0.20	647.75	3	3.00
SHERWIN-WILLIAMS701831	1,920.26	0.19	384.05	5	5.00
PY *GRAPHIC ELEPHANTS	1,920.00	0.19	1,920.00	1	1.00
EDEN K9 CONSULTING & T	1,914.00	0.19	1,914.00	1	1.00
IN *AGTERRA TECHNOLOGI	1,900.00	0.19	1,900.00	1	1.00
VISION CHEMICAL SYSTEM	1,891.65	0.19	1,891.65	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
AMAZON.COM*FI43U2TY3	1,863.61	0.19	1,863.61	1	1.00
DENVER OIL ENVIRONM...	1,861.73	0.19	465.43	4	4.00
COLORADO PUBLIC HEALTH	1,860.00	0.19	620.00	3	3.00
2PITNEY BOWES LEASING	1,848.96	0.19	1,848.96	1	1.00
CASFM	1,841.71	0.19	1,841.71	1	1.00
DBC IRRIGATION SUPPLY	1,836.88	0.19	918.44	2	2.00
OUTDOOR PROMOTIONS OF	1,828.75	0.19	1,828.75	1	1.00
AMAZON MKTPL*IK06084G3	1,799.96	0.18	1,799.96	1	1.00
CASTLE ROCK WINNELSON	1,769.80	0.18	136.14	13	13.00
ROYAL TRUCK & EQUIPMEN	1,759.19	0.18	879.60	2	2.00
SQ *ACE EQUIPMENT & SU	1,752.00	0.18	1,752.00	1	1.00
4TE*COLORADO DEFENSE L	1,750.00	0.18	875.00	2	2.00
HSS	1,741.00	0.18	1,741.00	1	1.00
HYATT HOTELS	1,726.64	0.18	863.32	2	2.00
HILTON GARDEN INN	1,713.60	0.17	571.20	3	3.00
BOOT BARN #304	1,709.78	0.17	854.89	2	2.00
AMAZON.COM*K000O4OB3	1,647.00	0.17	1,647.00	1	1.00
RSD - AUR79	1,627.62	0.17	1,627.62	1	1.00
INT'L CODE COUNCIL INC	1,594.50	0.16	227.79	7	7.00
AMAZON MKTPL*HR5H69XN3	1,580.94	0.16	1,580.94	1	1.00
TRACTOR SUPPLY CO #180	1,556.78	0.16	311.36	5	5.00
YPS*SUMMITCOVE LODG	1,555.76	0.16	388.94	4	4.00
NAPSA* NAPSA	1,525.00	0.15	1,525.00	1	1.00
COLORADOCO* COLORADOCO	1,521.98	0.15	380.50	4	4.00
BESTBUYCOM807190706459	1,511.96	0.15	1,511.96	1	1.00
MAINTENANCE RESOURCES	1,500.00	0.15	1,500.00	1	1.00
ORO-K9 SERVICES	1,500.00	0.15	1,500.00	1	1.00
PMTRAINING	1,498.00	0.15	1,498.00	1	1.00
EXPEDIA 73480628927096	1,443.68	0.15	1,443.68	1	1.00
CHCO ANSCH PT FINSVC P	1,438.18	0.15	1,438.18	1	1.00
SOUTHWEST PARK AND REC	1,425.00	0.14	1,425.00	1	1.00
AMAZON MKTPL*8R3O19B83	1,422.54	0.14	1,422.54	1	1.00
LPY*LL JOHNSON DIST CO	1,421.98	0.14	1,421.98	1	1.00
LOWES #02274*	1,418.52	0.14	128.96	11	11.00
HAVIS INC	1,395.00	0.14	1,395.00	1	1.00
MOUNTAIN VIEW ELECTRIC	1,394.55	0.14	1,394.55	1	1.00
ET TECHNOLOGIES	1,372.41	0.14	1,372.41	1	1.00
INLAND TRUCK PARTS	1,365.96	0.14	455.32	3	3.00
WURTH LOUIS	1,351.51	0.14	1,351.51	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
EWING IRRIGATION PRD 5	1,338.44	0.14	267.69	5	5.00
SQ *INDEPENDENT RESTOR	1,336.50	0.14	1,336.50	1	1.00
POTBELLY #433	1,330.11	0.13	443.37	3	3.00
AT&T MOBILITY EPAY	1,311.42	0.13	187.35	7	7.00
TRANE SUPPLY-111621	1,305.14	0.15	261.03	5	5.00
IN *CASTLE PINES CONNE	1,300.00	0.13	1,300.00	1	1.00
WHITTCO LLC	1,294.75	0.13	1,294.75	1	1.00
ROCKY MOUNTAIN CFC EQU	1,293.43	0.13	1,293.43	1	1.00
1000BULBS.COM	1,258.64	0.13	629.32	2	2.00
GRAINGER	1,224.36	0.12	244.87	5	5.00
USRI.CA	1,199.00	0.12	1,199.00	1	1.00
OTC BRANDS *OTC BRAND	1,184.85	0.12	1,184.85	1	1.00
LEXISNEXIS RISK SOL	1,181.29	0.12	393.76	3	3.00
DO/MRO/PDF SUPPLY	1,167.85	0.12	583.93	2	2.00
TACTICALENE	1,140.00	0.12	1,140.00	1	1.00
GREETLY	1,128.00	0.11	1,128.00	1	1.00
SIGNS DIRECT INC	1,124.78	0.11	1,124.78	1	1.00
BEAVER RUN - H LODGING	1,124.44	0.11	281.11	4	4.00
KING SOOPERS #0125	1,121.89	0.14	93.49	12	12.00
SP ELITE TRUCK	1,109.64	0.11	1,109.64	1	1.00
ROJEN COMPANY	1,098.50	0.11	1,098.50	1	1.00
J D POWER ECOMM	1,094.00	0.11	1,094.00	1	1.00
HOLIDAY INNS	1,085.30	0.15	155.04	7	7.00
DICKEYS.CO* SN: CO-076	1,075.58	0.11	537.79	2	2.00
WESTERN INTERIOR SUPPL	1,070.08	0.11	1,070.08	1	1.00
POTESTIO BROTHERS	1,058.55	0.11	211.71	5	5.00
E 470 EXPRESS TOLLS	1,051.10	0.11	262.78	4	4.00
OJ WATSON	1,040.00	0.11	520.00	2	2.00
STEAMBOAT MTN RESERVAT	1,032.03	0.10	344.01	3	3.00
ZOOM.COM 888-799-9666	1,019.40	0.10	1,019.40	1	1.00
JOHN M ELLSWORTH CO IN	1,010.24	0.10	505.12	2	2.00
ROCKY MOUNTAIN CHAPTER	1,000.00	0.10	500.00	2	2.00
CENTURYLINK LUMEN	991.85	0.10	330.62	3	3.00
THE HOME DEPOT #1540	984.50	0.11	140.64	7	7.00
TST*GQUE - LONETREE	982.73	0.10	982.73	1	1.00
AMAZON MKTPL*SP50B7GK3	966.92	0.10	966.92	1	1.00
AMAZON MKTPL*P867N5Z73	957.00	0.10	957.00	1	1.00
ARIES IND.	956.87	0.10	956.87	1	1.00
COWATERCON* CO	950.00	0.10	475.00	2	2.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
CBI ONLINE	948.00	0.10	35.11	27	27.00
MURDOCHS CASTLE ROCK	943.17	0.14	134.74	7	7.00
SAFEWAY #1877	942.52	0.10	104.72	9	9.00
UNITED TRUCK & EQUIPME	941.32	0.10	470.66	2	2.00
SURVEYMONK* T 47626874	936.00	0.09	936.00	1	1.00
GUNMAG WAREHOUSE	922.42	0.09	922.42	1	1.00
BW ISLANDHOTELMARINA.	919.55	0.09	919.55	1	1.00
EQUIPMENTSHARE.COM	913.28	0.09	913.28	1	1.00
AMAZON.COM*PA48H2LO3	911.92	0.09	911.92	1	1.00
MINUTEMAN PRESS PARKER	908.68	0.09	302.89	3	3.00
RED HILL SUPPLY-SOURCE	908.02	0.09	908.02	1	1.00
SP UNITEDBUILT	906.75	0.09	906.75	1	1.00
IN *MALCO AUTO SUPPLY	906.67	0.09	226.67	4	4.00
AAMVA REGION IV, INC.	900.00	0.09	450.00	2	2.00
E & G TERMINAL CO	888.72	0.09	222.18	4	4.00
GRAND PRIX MOTORSPORTS	884.11	0.09	442.06	2	2.00
CENTER COPY PRINTING	882.24	0.09	147.04	6	6.00
THE HOME DEPOT 1516	863.35	0.09	172.67	5	5.00
TMOBILE POSTPAID WEB	863.25	0.09	863.25	1	1.00
MS* GRAVITYHAUSSTEAMB	858.42	0.09	858.42	1	1.00
PEPPERMILL HOTEL CASINO	857.50	0.09	857.50	1	1.00
OPENAI *CHATGPT SUBSCR	851.86	0.09	170.37	5	5.00
CAB STORE LONE TREE, C	844.40	0.09	211.10	4	4.00
SP PLASTICPLACE	827.70	0.08	827.70	1	1.00
GREEN VALLEY TURF CO	817.02	0.08	817.02	1	1.00
GOOGLE *CLOUD G5RX3V	816.88	0.08	816.88	1	1.00
AMAZON.COM*XF9MZ9563	809.97	0.08	809.97	1	1.00
RUGBY ARCH BLDG PRO-85	806.75	0.08	806.75	1	1.00
CO COUNSELOR TRAINING	800.00	0.08	800.00	1	1.00
SAFEWAY #1532	800.00	0.08	800.00	1	1.00
AMAZON MKTPL*1Y14429V3	797.28	0.08	797.28	1	1.00
KENETREK BOOTS STORE	793.65	0.08	793.65	1	1.00
AMAZON MKTPL*W78SK5FF3	791.50	0.08	791.50	1	1.00
VISTAPRINT	783.33	0.08	783.33	1	1.00
SP NINJA TRANSFERS	780.52	0.08	780.52	1	1.00
EMBASSY SUITES	780.00	0.09	195.00	4	4.00
GALLS	773.08	0.08	193.27	4	4.00
DVL GROUP INC	773.00	0.08	773.00	1	1.00
AMAZON.COM*RC05W2CO3	765.95	0.08	765.95	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
WESTERN DETENTION PR	755.00	0.08	755.00	1	1.00
SAMSCLUB #4853	747.37	0.08	93.42	8	8.00
SHERWIN-WILLIAMS707457	737.21	0.07	368.61	2	2.00
APHA ANNUAL MEETING	725.00	0.07	725.00	1	1.00
JT PUMPING, LLC	715.78	0.07	715.78	1	1.00
SIX SIGMA ONLINE	715.00	0.07	715.00	1	1.00
ZORO TOOLS INC	712.59	0.09	142.52	5	5.00
AMAZON MKTPL*8L3N11R43	699.77	0.07	699.77	1	1.00
FRONT RANGE KUBOTA - K	698.80	0.07	698.80	1	1.00
GEIGER	696.92	0.07	696.92	1	1.00
HOTSHOT COFFEE SLEEVES	694.00	0.07	694.00	1	1.00
INTERNATIONAL ASSOCIAT	690.00	0.07	690.00	1	1.00
FOXRENTACAR SAN DIEGO	687.09	0.10	343.55	2	2.00
EDGEBANDING SERVICES D	676.71	0.07	338.36	2	2.00
THE PIONEER MANUFACTUR	676.37	0.07	676.37	1	1.00
FS *TECHSMITH	669.01	0.07	334.51	2	2.00
MAILCHIMP	666.50	0.07	222.17	3	3.00
SAMS CLUB #4853	659.26	0.07	164.82	4	4.00
COMCAST / XFINITY	658.87	0.07	164.72	4	4.00
FACEBK *SWXK7VMBM2	658.71	0.07	658.71	1	1.00
HOMEDEPOT.COM	658.39	0.07	82.30	8	8.00
PWSD	656.86	0.07	164.22	4	4.00
BTS*UNIFIRST CORPORATI	656.04	0.07	164.01	4	4.00
IN *JESSE BURKHARDT	650.00	0.07	650.00	1	1.00
ROLL-RITE LLC	648.68	0.07	648.68	1	1.00
COLUMN PUBLIC NOTICE	637.34	0.06	212.45	3	3.00
AMERICAN PLANNING ASSO	634.00	0.06	634.00	1	1.00
IN *INTRINSIC INTERVEN	632.75	0.06	632.75	1	1.00
BILL YOUNG PRODUCTIONS	625.00	0.06	625.00	1	1.00
SPRINGHILL SUITES	616.60	0.06	205.53	3	3.00
AMAZON MKTPL*B95V582E3	612.43	0.06	612.43	1	1.00
CELLHIRE USA	608.00	0.06	608.00	1	1.00
DR POWER	603.11	0.06	201.04	3	3.00
IN *KYLE MORTENSEN	600.00	0.06	600.00	1	1.00
AIRCITY360	599.80	0.06	599.80	1	1.00
AMAZON MKTPL*2G62F8003	599.13	0.06	599.13	1	1.00
EXTRA SPACE 1458	599.00	0.06	599.00	1	1.00
SP EFAVORMART.COM	596.21	0.06	298.11	2	2.00
IN *CPOW	590.00	0.06	590.00	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
XCEL EZ-PAY WEB	578.97	0.06	578.97	1	1.00
LABOR FINDERS	578.86	0.19	192.95	3	3.00
CHICK-FIL-A #03183	575.69	0.06	287.85	2	2.00
AMAZON MKTPL*ST1Q23173	574.35	0.06	574.35	1	1.00
AMAZON MKTPL*XX1K59VZ3	573.87	0.06	573.87	1	1.00
21ST CENTURY - 40 - GR	564.74	0.06	564.74	1	1.00
AMAZON.COM*UW9JG7SG3	558.89	0.06	558.89	1	1.00
AMAZON MKTPL*8L4V98YQ3	541.11	0.05	541.11	1	1.00
EB *2026 NPM COURSE-DA	540.92	0.05	135.23	4	4.00
COMPTIA, INC.	519.00	0.05	519.00	1	1.00
SQ *DC DEPUTY SHERIFF'	518.25	0.05	259.13	2	2.00
MCCANDLESS TRK CTR	513.20	0.05	513.20	1	1.00
AMAZON.COM*EN4QK00J3	512.90	0.05	512.90	1	1.00
CAPA	500.00	0.05	500.00	1	1.00
WMT INCOMM B2B BULK	500.00	0.05	500.00	1	1.00
SP COMM GEAR SUPPLY	499.98	0.05	499.98	1	1.00
WAL-MART #0984	499.02	0.05	83.17	6	6.00
BRAND24.COM	499.00	0.05	499.00	1	1.00
OREILLYMEDIAPLATFORM	499.00	0.05	499.00	1	1.00
LAPEL PINS PLUS	496.00	0.05	496.00	1	1.00
AMAZON.COM*6C9182413	489.90	0.05	489.90	1	1.00
TST* FIREHOUSE SUBS -	486.94	0.05	243.47	2	2.00
CARIBE ROYALE RESORT S	472.50	0.05	472.50	1	1.00
USPS PO 0733300207	468.00	0.05	468.00	1	1.00
AMAZON MKTPL*G08KO0TC3	464.53	0.05	464.53	1	1.00
AMAZON MKTPL*Z35AS5KV3	462.00	0.05	462.00	1	1.00
ALASKA AIRLINES INC.	457.81	0.05	228.91	2	2.00
SPI*DENVER WATER	457.74	0.05	457.74	1	1.00
FLOOR JACK PARTS INC.	454.58	0.05	454.58	1	1.00
AMAZON MKTPL*7L3M983B3	453.29	0.05	453.29	1	1.00
PANERA BREAD #202448 O	449.71	0.05	449.71	1	1.00
MOTOROLA SOLUTIONS ONL	447.78	0.05	223.89	2	2.00
NEWKS EATERY LONE TREE	447.58	0.05	447.58	1	1.00
METECH RECYCLING INC	447.35	0.05	447.35	1	1.00
WM.COM	446.62	0.05	446.62	1	1.00
SQ *INTERMOUNTAIN SWEE	445.52	0.05	445.52	1	1.00
THE HOME DEPOT #1516	440.47	0.04	440.47	1	1.00
MERCEDES BENZ LITTLETO	440.00	0.04	440.00	1	1.00
MOORE LUMBER-CASTLE RO	439.74	0.04	219.87	2	2.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
B&H PHOTO 800-606-6969	426.00	0.04	213.00	2	2.00
YODECK.COM FLIPNODE	426.00	0.04	426.00	1	1.00
BADGEANDWALLET.COM	425.95	0.04	425.95	1	1.00
WALMART.COM	422.98	0.04	140.99	3	3.00
AMAZON.COM*TR8ZG70F3	419.95	0.04	419.95	1	1.00
SQ *TEAOLOGY TEA CAFE	417.00	0.04	417.00	1	1.00
AMAZON MKTPL*Z81MA9CN3	414.40	0.04	414.40	1	1.00
CAREPORTAL/GO PROJECT	400.00	0.04	200.00	2	2.00
SQ *CDIA	400.00	0.04	400.00	1	1.00
ALL-ACCESS-PASS-TIERS	399.00	0.04	399.00	1	1.00
LHM FORD LAKEWOOD	397.92	0.04	397.92	1	1.00
IN *E. G. STAATS & CO.	396.20	0.04	396.20	1	1.00
DENVER POST ADV-DAILY	392.50	0.04	196.25	2	2.00
USPS.COM CLICKNSHIP	392.37	0.04	16.35	24	24.00
AMAZON MKTPL*H64FC3BZ3	379.04	0.04	379.04	1	1.00
PIONEER MATERIALS WEST	371.80	0.04	371.80	1	1.00
QED - LITTLETON	371.58	0.04	371.58	1	1.00
MSFT * E0500ZR2BJ	368.00	0.04	368.00	1	1.00
RAY ALLEN MANUFACTURIN	366.36	0.04	366.36	1	1.00
SP TRIO FLATMOUNT	360.00	0.04	360.00	1	1.00
MILE HIGH PROPANE - CO	356.65	0.04	356.65	1	1.00
AMAZON.COM*007TW8WG3	355.70	0.04	355.70	1	1.00
RED ROBIN NO 96	353.20	0.04	353.20	1	1.00
BATTERIES PLUS #801	350.70	0.04	350.70	1	1.00
B2B PRIME*DG2N659H3	349.00	0.04	349.00	1	1.00
THETRANZONICCOMPANIES	348.26	0.04	174.13	2	2.00
AMAZON MKTPL*OP3V144C3	347.85	0.04	347.85	1	1.00
THE WEBSTAURANT STORE	347.84	0.04	347.84	1	1.00
DETECTACHEM INC	347.24	0.04	347.24	1	1.00
MURDOCHS IN LITTLETON	345.54	0.04	172.77	2	2.00
ETSY.COM*TWOAVOCADOSSI	345.20	0.04	172.60	2	2.00
LAWSON PRODUCTS INC	337.92	0.03	337.92	1	1.00
AMAZON MKTPL*JE17G92Z3	337.74	0.03	337.74	1	1.00
AMAZON MKTPL*7J3Q167S3	336.74	0.03	336.74	1	1.00
TEXAS SHUTTLE	335.80	0.03	167.90	2	2.00
AMAZON MKTPL*RX3WI3P53	335.03	0.03	335.03	1	1.00
RANEY'S LLC	333.45	0.03	333.45	1	1.00
CHAMONIX HOTEL	330.00	0.03	165.00	2	2.00
GUESTRS*GRAVITYHAU	328.65	0.03	328.65	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
CCCMA	325.00	0.03	325.00	1	1.00
AMAZON MKTPL*B48MR1KO2	323.98	0.03	323.98	1	1.00
EASTERN SLOPE RURAL TE	321.85	0.03	321.85	1	1.00
AMAZON MKTPL*AC3YD0RS3	321.56	0.03	321.56	1	1.00
CORPORATE TRANSLATE	320.78	0.03	160.39	2	2.00
JBFHR LLC	320.00	0.03	320.00	1	1.00
WWW.COAXSHER.COM	319.95	0.03	319.95	1	1.00
4TE*CULLIGAN OF DENVER	317.24	0.03	317.24	1	1.00
TEXTLINE	314.00	0.03	314.00	1	1.00
SP FIREHOSEDIRECT FRQ	313.92	0.03	313.92	1	1.00
NORTH AMERICAN RESCUE	309.24	0.03	309.24	1	1.00
AMAZON MKTPL*ZD6U01W13	308.40	0.03	308.40	1	1.00
SAMSCLUB #6634	305.32	0.03	76.33	4	4.00
AMAZON MKTPL*8R23G3WF3	303.92	0.03	303.92	1	1.00
IN *KINGDOM K-9 LLC	300.00	0.03	300.00	1	1.00
RAPIDRADIOS.COM	300.00	0.03	300.00	1	1.00
AMAZON MKTPL*SR4IS17S3	299.99	0.03	299.99	1	1.00
HARBOR FREIGHT TOOLS29	296.49	0.03	98.83	3	3.00
ETSY.COM*JAXLEYDESIGN	294.31	0.03	294.31	1	1.00
TST* UNION AN AMERICAN	291.84	0.03	291.84	1	1.00
AMAZON MKTPL*Q25U87KI3	290.00	0.03	290.00	1	1.00
EZCATER*JERSEY MIKES S	281.85	0.03	281.85	1	1.00
AMAZON.COM*1V3S02QM3	279.98	0.03	279.98	1	1.00
AUTOPAY/DISH NTWK	276.36	0.03	92.12	3	3.00
CASTLE PINES WINWTR WR	274.29	0.03	274.29	1	1.00
TOWNEPLACE SUITES	266.82	0.03	266.82	1	1.00
AMAZON MKTPL*4B52682U3	265.28	0.03	265.28	1	1.00
RAM PRODUCTS, 00 OF 00	263.72	0.03	87.91	3	3.00
IN *STRIPES LETTERING	261.96	0.03	261.96	1	1.00
GRANTABLE	259.20	0.03	259.20	1	1.00
EXCEL DIESEL & SUV	259.12	0.03	86.37	3	3.00
AMAZON MKTPL*RK4M98LW3	258.90	0.03	258.90	1	1.00
BIG TOOL BOX (PARKER)	257.36	0.03	257.36	1	1.00
AMAZON MKTPL*TM03V7Z93	249.95	0.03	249.95	1	1.00
WCI*MOUNTAIN VIEW WAST	247.71	0.03	247.71	1	1.00
PARKER TRAILER & RV	240.95	0.02	240.95	1	1.00
CDR	240.00	0.02	80.00	3	3.00
CSU BOOKSTORE	240.00	0.02	240.00	1	1.00
CHICK-FIL-A #01580	239.54	0.02	239.54	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
LOAF N JUG 0011	238.74	0.02	26.53	9	9.00
SP SAFARILAND	237.00	0.02	237.00	1	1.00
KING SOOPERS #0091	233.75	0.02	77.92	3	3.00
AMAZON.COM*BY35Z7VO3	232.28	0.02	232.28	1	1.00
MPIX	231.08	0.02	231.08	1	1.00
AMAZON MKTPL*7W1CC3OC3	229.32	0.02	229.32	1	1.00
ANIMOTO INC	228.00	0.02	228.00	1	1.00
MSFT * E0500ZQZP0	228.00	0.02	228.00	1	1.00
AMAZON MKTPL*XH4GU39E3	227.99	0.02	227.99	1	1.00
AMAZON.COM*7D3KD9M13	226.99	0.02	226.99	1	1.00
AMAZON.COM*HB60K5JT3	226.99	0.02	226.99	1	1.00
HILTON	225.17	0.02	225.17	1	1.00
SQ *ROCKVIEW HOTEL CAS	225.00	0.02	225.00	1	1.00
MICRO CENTER #181 RETA	223.87	0.02	111.94	2	2.00
FACEBK *AFWM7UZAM2	222.72	0.02	222.72	1	1.00
HITT MARKING DEVICES	222.20	0.02	222.20	1	1.00
TST*SCILEPPIS AT THE O	220.30	0.02	73.43	3	3.00
VERITASVANS.COM	219.96	0.02	109.98	2	2.00
STATE CHEMIC*STATE CHE	218.67	0.02	218.67	1	1.00
MERIDIAN METROPOLITAN	217.58	0.02	54.40	4	4.00
THE HOME DEPOT 1508	216.16	0.02	72.05	3	3.00
AMAZON MKTPL*881VN5583	214.62	0.02	214.62	1	1.00
USPS PO BOXES ONLINE	214.00	0.02	214.00	1	1.00
URBAN LIGHTS D00 OF 00	213.70	0.02	213.70	1	1.00
WHOLEFDS CSR#10459	213.39	0.02	213.39	1	1.00
CES 691	213.10	0.02	71.03	3	3.00
SQ *SALT CRAFT MEAT MA	212.33	0.02	212.33	1	1.00
AMAZON MKTPL*KX9GC13W3	210.10	0.02	210.10	1	1.00
MINUTEMAN PRESS - CAST	210.02	0.02	70.01	3	3.00
FORUM ENGRAVING COMPAN	210.00	0.02	210.00	1	1.00
THE BUSINESS JOURNALS	210.00	0.02	210.00	1	1.00
AV TECH ELECTRONICS IN	208.95	0.02	208.95	1	1.00
JACKSON CONTROL CO INC	206.69	0.02	206.69	1	1.00
TST*TINOS KITCHEN - CE	205.86	0.02	205.86	1	1.00
CHARLES D JONES SOUTH	204.38	0.02	102.19	2	2.00
THE BROADMOOR RESRVATI	201.67	0.02	201.67	1	1.00
AMAZON MKTPL*X384X5TU3	201.58	0.02	201.58	1	1.00
CHICK-FIL-A #04027	201.25	0.02	201.25	1	1.00
AMAZON MKTPL*W00117AI3	200.88	0.02	200.88	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
AMAZON MKTPL*PO7JO56D3	200.52	0.02	200.52	1	1.00
WWW.PERPLEXITY.AI	200.00	0.02	200.00	1	1.00
HNS*HUGHESNET.COM	199.93	0.02	199.93	1	1.00
NIMBLE WIR* WAGGLE	199.00	0.02	199.00	1	1.00
MZEROA.COM	198.00	0.02	198.00	1	1.00
AMAZON MKTPL*FW1RG7ZN3	196.01	0.02	196.01	1	1.00
AMAZON MKTPL*P38WK3VD3	194.93	0.02	194.93	1	1.00
AMAZON MKTPL*JW6J70SV3	194.37	0.02	194.37	1	1.00
QR-CODE-GENERATOR.COM	191.88	0.02	191.88	1	1.00
IDI	191.60	0.02	191.60	1	1.00
TARGET T-1326	191.58	0.02	63.86	3	3.00
SATCOM DIRECT, INC	187.80	0.02	46.95	4	4.00
CHEWY.COM	187.30	0.02	93.65	2	2.00
CLICKUP	183.65	0.02	183.65	1	1.00
AMAZON MKTPL*U75D77L43	182.55	0.02	182.55	1	1.00
AMAZON MKTPL*ML7293C53	179.94	0.02	179.94	1	1.00
REALTYRATESCOM	179.00	0.02	179.00	1	1.00
WESTERN SLING COMPANY	178.13	0.02	178.13	1	1.00
AMAZON MKTPL*UQ4TX1CG3	177.96	0.02	177.96	1	1.00
SUMMIT COUNTY MOUNTAIN	176.60	0.02	176.60	1	1.00
AMAZON MKTPL*6A68W7A73	175.54	0.02	175.54	1	1.00
AMAZON MKTPL*SW6CM91Z3	172.42	0.02	172.42	1	1.00
AMAZON.COM*NV7361MM3	171.96	0.02	171.96	1	1.00
SMARTSIGN	171.78	0.02	85.89	2	2.00
AMAZON MKTPL*WH8P37HV3	166.25	0.02	166.25	1	1.00
ROCKY MOUNTAIN BOTTLED	165.30	0.02	55.10	3	3.00
AMAZON MKTPL*2Z9JK1JF3	165.26	0.02	165.26	1	1.00
AMAZON.COM*ZT4Z47733	164.98	0.02	164.98	1	1.00
TOKYO JOES HIGHLANDS R	164.35	0.02	164.35	1	1.00
AMAZON.COM*UH1V121U3	164.04	0.02	164.04	1	1.00
AMAZON MKTPL*TO71D9L23	162.36	0.02	162.36	1	1.00
OFFICE DEPOT #2192	161.33	0.02	40.33	4	4.00
ALLIANZ INSURANCE	161.00	0.02	80.50	2	2.00
FOXRENTACAR SAN ANTON	160.76	0.04	80.38	2	2.00
AMAZON MKTPL*Z654T17R3	159.96	0.02	159.96	1	1.00
HERTZ	159.32	0.02	159.32	1	1.00
AMAZON.COM*EN3I991B3	158.00	0.02	158.00	1	1.00
GREYHOUND	157.47	0.02	157.47	1	1.00
SP HIGH SPEED GEAR	156.56	0.02	156.56	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
ELDT.COM	155.26	0.02	77.63	2	2.00
AMAZON MKTPL*MA2OD4MK3	153.11	0.02	153.11	1	1.00
AMAZON.COM*O38RA0ST3	152.40	0.02	152.40	1	1.00
QUALITY INNS	151.67	0.02	151.67	1	1.00
CTRFORCREDENTIALING&ED	150.00	0.02	150.00	1	1.00
IN *TERI HAYMOND	150.00	0.02	150.00	1	1.00
PETSMART # 1343	149.95	0.02	149.95	1	1.00
AMAZON MKTPL*9531G7Q13	149.72	0.02	149.72	1	1.00
AMAZON MKTPL*Z24VE1CW3	149.16	0.02	149.16	1	1.00
MATH4LAW	149.00	0.02	149.00	1	1.00
AMAZON MKTPL*318KW5NQ3	148.28	0.02	148.28	1	1.00
FLIGHTHELME	148.00	0.02	148.00	1	1.00
HBR*SUBSCRIPTION	145.94	0.01	145.94	1	1.00
AMAZON MKTPL*H698903V3	145.03	0.01	145.03	1	1.00
WWW.SCHAPERSSUPPLY.COM	144.98	0.01	144.98	1	1.00
AMAZON MKTPL*Q921Q6Y13	144.95	0.01	144.95	1	1.00
AMAZON MKTPL*Q56OF5BH3	144.00	0.01	144.00	1	1.00
SP OTTE GEAR.COM	141.18	0.01	141.18	1	1.00
AMAZON MKTPL*D88R22J93	140.65	0.01	140.65	1	1.00
DEN PUBLIC PARKING	140.00	0.01	140.00	1	1.00
THOMPSON SAFETY	138.96	0.01	138.96	1	1.00
AMAZON MKTPL*OJ1GC5JW3	138.60	0.01	138.60	1	1.00
FSP*FINE AIRPORT PARKI	137.65	0.01	68.83	2	2.00
AMAZON MKTPL*0E18T8J23	136.00	0.01	136.00	1	1.00
AMAZON MKTPL*AT1YH1BN3	134.45	0.01	134.45	1	1.00
AMAZON MKTPL*NX7HI48O3	133.95	0.01	133.95	1	1.00
AMAZON.COM*FT4902PD3	133.80	0.01	133.80	1	1.00
AMAZON MKTPL*6E75V94X3	133.31	0.01	133.31	1	1.00
AMAZON MKTPL*9V94Q0J73	132.71	0.01	132.71	1	1.00
HOLT RESOLUTION GROUP	132.50	0.01	132.50	1	1.00
AMAZON MKTPL*RD6E15U73	132.30	0.01	132.30	1	1.00
CRUMBL GREENWOOD VILLA	131.92	0.01	131.92	1	1.00
AMAZON MKTPL*DP3IZ46H3	131.07	0.01	131.07	1	1.00
AMAZON MKTPL*S31NI62R3	131.07	0.01	131.07	1	1.00
AMAZON MKTPL*P791W1QD3	129.99	0.01	129.99	1	1.00
USPS PO 0746440803	128.72	0.01	64.36	2	2.00
AMAZON MKTPL*TB2RY1R63	126.93	0.01	126.93	1	1.00
AMAZON MKTPL*6809E1WY3	126.88	0.01	126.88	1	1.00
AMAZON MKTPL*0E39K75T3	126.81	0.01	126.81	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
AMAZON MKTPL*V701T7FB3	126.78	0.01	126.78	1	1.00
SNARFS 37 WILCOX	126.55	0.01	126.55	1	1.00
AMAZON.COM*PE1501HP3	126.02	0.01	126.02	1	1.00
TARGET.COM	125.00	0.01	25.00	5	5.00
AMAZON MKTPL*TQ5DH1Q83	124.95	0.01	124.95	1	1.00
COLORADO DOORWAYS INC	123.59	0.01	123.59	1	1.00
O'REILLY 4839	122.93	0.01	122.93	1	1.00
LOWES #01755*	122.76	0.01	61.38	2	2.00
AMAZON MKTPL*5038F3CX3	121.98	0.01	121.98	1	1.00
IN *ABSOLUTE GRAPHICS,	120.36	0.01	120.36	1	1.00
AMERICAN TARGET COMPAN	120.00	0.01	120.00	1	1.00
AMAZON MKTPL*S074U6TA3	119.95	0.01	119.95	1	1.00
OFFICEMAX/DEPOT 6763	119.79	0.01	119.79	1	1.00
AMAZON MKTPL*XJ60H47H3	119.04	0.01	119.04	1	1.00
WM SUPERCENTER #2892	117.64	0.01	117.64	1	1.00
COLLINSON ENTERPRISES	117.25	0.01	117.25	1	1.00
7-ELEVEN 38633	116.93	0.01	116.93	1	1.00
AMAZON MKTPL*LK03155O3	116.34	0.01	116.34	1	1.00
AMAZON MKTPL*K05M56CB3	115.47	0.01	115.47	1	1.00
AMAZON MKTPL*YK0QY0WF3	112.87	0.01	112.87	1	1.00
AMAZON MKTPL*5R5KR8E53	112.45	0.01	112.45	1	1.00
AMAZON MKTPL*BI1LF0T33	112.34	0.01	112.34	1	1.00
AMAZON MKTPL*LN4O769Y3	112.09	0.01	112.09	1	1.00
AMAZON MKTPL*028N575C3	111.19	0.01	111.19	1	1.00
AMAZON MKTPL*Z00IQ2NH3	110.66	0.01	110.66	1	1.00
AMAZON MKTPL*7F1J31UV3	110.25	0.01	110.25	1	1.00
AXON	110.00	0.01	110.00	1	1.00
AMAZON MKTPL*H05VN2FU3	109.32	0.01	109.32	1	1.00
AMAZON.COM*SW42H4WA3	109.20	0.01	109.20	1	1.00
LYFT *RIDE TUE 9AM	109.00	0.01	109.00	1	1.00
AMAZON MKTPL*AP90Z49Y3	108.79	0.01	108.79	1	1.00
AMAZON MKTPL*L56YC6WJ3	107.98	0.01	107.98	1	1.00
AMAZON.COM*4M5K623T3	107.96	0.01	107.96	1	1.00
WWW.CMAANET.ORG	107.92	0.01	107.92	1	1.00
AMAZON.COM*XH8M187Z3	107.07	0.01	107.07	1	1.00
WWW.JAM-SOFTWARE.COM	106.26	0.01	106.26	1	1.00
DD *BSCRAFTDELIMAR	105.87	0.01	105.87	1	1.00
AMAZON MKTPL*KI0GA5Z93	105.72	0.01	105.72	1	1.00
CORNWELL TOOLS	104.95	0.01	104.95	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
SPRING VALLEY GAS INC	104.76	0.01	104.76	1	1.00
ACE HIGHLANDS RANCH	103.95	0.01	51.98	2	2.00
PHILLIPS 66 - LONE TRE	103.17	0.01	17.20	6	6.00
SP 3V GEAR	102.27	0.01	51.14	2	2.00
AMAZON MKTPL*YW6Y80TF3	101.61	0.01	101.61	1	1.00
WASABI TECHNOLOGIES	100.43	0.01	100.43	1	1.00
AMAZON.COM*KX8696283	100.00	0.01	100.00	1	1.00
BHN*GIFTCARDS	100.00	0.01	100.00	1	1.00
TLO TRANSUNION	100.00	0.01	100.00	1	1.00
AMAZON MKTPL*YW5OC3A23	99.99	0.01	99.99	1	1.00
EVITE, INC.	99.99	0.01	99.99	1	1.00
WATCH DUTY	99.99	0.01	99.99	1	1.00
AMAZON MKTPL*Y16NR9MW3	99.88	0.01	99.88	1	1.00
NORTON *AP1693576376	98.98	0.01	98.98	1	1.00
CO MOTOR VEHICLE SERVI	98.36	0.01	32.79	3	3.00
DOLLAR TREE	98.10	0.01	24.53	4	4.00
AMAZON MKTPL*Y32U59KI3	97.70	0.01	97.70	1	1.00
TST*LIME - KEYSTONE	97.34	0.01	48.67	2	2.00
VELDKAMPS FLOWERS & GI	97.19	0.01	97.19	1	1.00
AMAZON MKTPL*SV5E17VZ3	96.95	0.01	96.95	1	1.00
GAMMA.APP	96.00	0.01	96.00	1	1.00
AMAZON MKTPL*GI6MG7A23	95.98	0.01	95.98	1	1.00
AMAZON MKTPL*962LA8NQ3	94.90	0.01	94.90	1	1.00
AMAZON MKTPL*F96OC1ZW3	94.90	0.01	94.90	1	1.00
AMAZON MKTPL*HQ85W9DY3	94.90	0.01	94.90	1	1.00
AMAZON MKTPL*RF3QZ3ET3	94.90	0.01	94.90	1	1.00
AMAZON MKTPL*S48ED6KW3	94.90	0.01	94.90	1	1.00
TST*CITYO MAKEBELIEVE	94.71	0.01	94.71	1	1.00
AMAZON MKTPL*DZ4J77JQ3	94.34	0.01	94.34	1	1.00
AMAZON MKTPL*CH6PU9IA3	93.72	0.01	93.72	1	1.00
AMAZON MKTPL*1T65T0PE3	93.21	0.01	93.21	1	1.00
TAYLOR WATER TECH	92.76	0.01	92.76	1	1.00
SAFEWAY #1446	91.01	0.01	45.51	2	2.00
PETSMART # 1183	90.98	0.01	90.98	1	1.00
GULLEY GREENHOUSE WHOL	90.60	0.01	90.60	1	1.00
AMAZON.COM*JE5X34E23	90.57	0.01	90.57	1	1.00
AMAZON MKTPL*IR6UW9AV3	90.52	0.01	90.52	1	1.00
AMAZON.COM*VK9FZ7203	90.44	0.01	90.44	1	1.00
EB *2026 COORCA CONFER	90.00	0.01	45.00	2	2.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
AMAZON.COM*Z823V1QA3	89.98	0.01	89.98	1	1.00
SAFEWAY #1480	89.29	0.01	89.29	1	1.00
IN *EMERGENETICS INTER	89.00	0.01	89.00	1	1.00
AMAZON MKTPL*KD7QN2M83	88.57	0.01	88.57	1	1.00
HOTEL VALENCIA RIVERWA	88.00	0.01	88.00	1	1.00
AMAZON MKTPL*XZ7JZ2ZC3	87.94	0.01	87.94	1	1.00
WM SUPERCENTER #984	87.77	0.01	43.89	2	2.00
AMAZON MKTPL*N06NW6EO3	87.74	0.01	87.74	1	1.00
SHELL OIL 57443810502	87.25	0.01	43.63	2	2.00
AMAZON.COM*LR0MM42S3	87.00	0.01	87.00	1	1.00
GULF OIL 92059251	85.83	0.01	85.83	1	1.00
H&M TRANSMISSION AND A	85.00	0.01	85.00	1	1.00
PHILLIPS 66 - TIMESAVE	85.00	0.01	85.00	1	1.00
GRIZZLYSPOR	84.00	0.01	84.00	1	1.00
MAVERIK #5258	83.00	0.01	83.00	1	1.00
AMAZON MKTPL*BK48R04K3	82.02	0.01	82.02	1	1.00
EXXON HORIZON DR. ALTA	81.43	0.01	81.43	1	1.00
QT 4299 OUTSIDE	81.00	0.01	81.00	1	1.00
LOAF N JUG 0068	80.73	0.01	40.37	2	2.00
FSP*DENVER BOTANIC GAR	80.00	0.01	80.00	1	1.00
AMAZON MKTPL*LF46P3EU3	79.95	0.01	79.95	1	1.00
DEWALT MOBILELOCK	79.80	0.01	79.80	1	1.00
CIRCLE K 09860	79.49	0.01	39.75	2	2.00
HOBBY LOBBY #21	79.41	0.01	79.41	1	1.00
AMAZON.COM*Y05PW7FE3	78.95	0.01	78.95	1	1.00
AMAZON MKTPL*JL5VJ0HY3	77.53	0.01	77.53	1	1.00
SHELL OIL 57444401004	77.45	0.01	77.45	1	1.00
AMAZON MKTPL*200Y73T03	76.93	0.01	76.93	1	1.00
RUGBY ARCHITECTURAL BU	76.87	0.01	76.87	1	1.00
CENEX-CUBBY'S INC	76.50	0.01	76.50	1	1.00
AMAZON MKTPL*7V0VB5X53	75.92	0.01	75.92	1	1.00
AMAZON MKTPL*AT09J2JA3	75.92	0.01	75.92	1	1.00
EXXON ALTA #6311	75.80	0.01	75.80	1	1.00
LANGUAGE LINE	75.25	0.01	75.25	1	1.00
ASTM FEES/PUBLICATIONS	75.02	0.01	75.02	1	1.00
APHA EDONOREDUEPUBS	75.00	0.01	75.00	1	1.00
AMAZON MKTPL*3B65P3F23	74.99	0.01	74.99	1	1.00
AMAZON MKTPL*OM44D7HP3	74.99	0.01	74.99	1	1.00
AMAZON.COM*PM85W71B3	74.99	0.01	74.99	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
BLANK MEDIA PRINTING	74.80	0.01	74.80	1	1.00
VSILOCKS.COM	73.15	0.01	73.15	1	1.00
AMAZON MKTPL*K44LZ29L3	72.16	0.01	72.16	1	1.00
STUMPY S PIZZA	72.14	0.01	72.14	1	1.00
AMAZON MKTPL*TD33A8JT3	71.96	0.01	71.96	1	1.00
AMAZON MKTPL*NG2JM87A3	71.43	0.01	71.43	1	1.00
AMAZON.COM*8U3MQ5AL3	71.43	0.01	71.43	1	1.00
AMAZON.COM*T55LD7403	70.51	0.01	70.51	1	1.00
NAPA STORE 3600105	70.35	0.01	70.35	1	1.00
AMAZON.COM*969NH4IZ3	69.99	0.01	69.99	1	1.00
AMAZON MKTPL*9U8KS8WV3	69.48	0.01	69.48	1	1.00
AMAZON.COM*PA7QE1T13	68.98	0.01	68.98	1	1.00
AMAZON MKTPL*HV39657F3	67.96	0.01	67.96	1	1.00
CIRCLE K 09901	67.26	0.01	16.82	4	4.00
LYFT *RIDE SUN 4PM	66.99	0.01	66.99	1	1.00
AMAZON MKTPL*MQ2SJ5BH3	66.49	0.01	66.49	1	1.00
AMAZON MKTPL*525W81GN3	65.86	0.01	65.86	1	1.00
AMAZON MKTPL*TV6WT9D03	65.56	0.01	65.56	1	1.00
FEDEX93169081	65.50	0.01	65.50	1	1.00
THE HOME DEPOT 1540	63.91	0.01	31.96	2	2.00
EINSTEIN BROS BAGELS C	63.78	0.01	63.78	1	1.00
AMAZON MKTPL*C860I6VF3	63.48	0.01	63.48	1	1.00
AMAZON MKTPL*MS4VN60W3	62.99	0.01	62.99	1	1.00
DENVER POST CIRCULATIO	62.66	0.01	31.33	2	2.00
RECOLORADO	62.00	0.01	62.00	1	1.00
WWWMUGABUGPESTCONTROLC	62.00	0.01	62.00	1	1.00
AMAZON MKTPL*X73AL62B3	61.99	0.01	61.99	1	1.00
AMAZON MKTPL*FU8LF1SP3	61.34	0.01	61.34	1	1.00
BS CRAFT DELI	61.26	0.01	61.26	1	1.00
PRIMO BRANDS/WATERSERV	61.03	0.01	61.03	1	1.00
CBI*FLIPPINGBOOK LTD.	61.00	0.01	61.00	1	1.00
COLORADOSU-F59E23454T1	60.00	0.01	60.00	1	1.00
NATIONAL SHERIFFS ASSO	60.00	0.01	60.00	1	1.00
AMAZON MKTPL*8Q3759PW3	59.99	0.01	59.99	1	1.00
AMAZON.COM*AA7I11ON3	59.99	0.01	59.99	1	1.00
AMAZON MKTPL*VR3VH1I93	59.70	0.01	59.70	1	1.00
AMAZON MKTPL*5V1YO8733	59.63	0.01	59.63	1	1.00
AMAZON MKTPL*B48NL1OC0	59.58	0.01	59.58	1	1.00
AMAZON MKTPL*MP4G96OA3	59.49	0.01	59.49	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
AUTOZONE #6285	59.38	0.01	59.38	1	1.00
AMAZON MKTPL*GM67Q6NE3	59.22	0.01	59.22	1	1.00
PAYMENTUS CORP	58.96	0.01	19.65	3	3.00
AMAZON MKTPL*2H7WS4DI3	58.18	0.01	58.18	1	1.00
AMAZON MKTPL*KA4RC55E3	58.09	0.01	58.09	1	1.00
SAMS CLUB.COM	58.07	0.01	58.07	1	1.00
AMAZON MKTPL*TG2QE7AN3	57.05	0.01	57.05	1	1.00
AMAZON MKTPL*GT8JY71P3	56.55	0.01	56.55	1	1.00
EMPIRE 3593	56.48	0.01	56.48	1	1.00
HIGH PLAINS FOOD	55.94	0.01	55.94	1	1.00
AMAZON.COM*5Y9BX5T93	55.83	0.01	55.83	1	1.00
AMAZON.COM*471X873K3	55.80	0.01	55.80	1	1.00
SHELL OIL 57444234504	55.45	0.01	55.45	1	1.00
CNTY RVSD-RVSD CRML DI	55.00	0.01	55.00	1	1.00
MURPHY EXPRESS 8796	55.00	0.01	55.00	1	1.00
AMAZON MKTPL*J506G6QI3	54.95	0.01	54.95	1	1.00
AMAZON MKTPL*OE75E3WQ3	54.95	0.01	54.95	1	1.00
AMAZON MKTPL*KT0279RG3	54.82	0.01	54.82	1	1.00
PHILLIPS 66 - CF UNITE	54.15	0.01	18.05	3	3.00
PARKWELL-250 COLUMBINE	54.00	0.01	27.00	2	2.00
AMAZON MKTPL*3X79C1BH3	53.64	0.01	53.64	1	1.00
KING SOOPERS #0732 FUE	53.45	0.01	53.45	1	1.00
AMAZON MKTPL*BR5BX7MA3	53.35	0.01	53.35	1	1.00
SP ROCKY MTN SUNSCREEN	52.87	0.01	52.87	1	1.00
AMAZON.COM*4V0YV4453	52.73	0.01	52.73	1	1.00
ROCKYARD BREWING CO.	52.50	0.01	52.50	1	1.00
B AND B CAFE	52.04	0.01	52.04	1	1.00
AMAZON MKTPL*XA1LV9ST3	50.97	0.01	50.97	1	1.00
AUTOZONE 5186	50.10	0.01	50.10	1	1.00
ALABAMA FIRE COLLEGE	50.00	0.01	50.00	1	1.00
NRTCCA	50.00	0.01	50.00	1	1.00
PHILLIPS 66 - SEI 3823	49.90	0.01	24.95	2	2.00
VRBO FEE	49.85	0.01	49.85	1	1.00
ISTOCKPHOTO	49.00	0.00	49.00	1	1.00
TST*PAESANOS RIVERWALK	48.71	0.00	48.71	1	1.00
GODADDY#4102257469	48.38	0.00	48.38	1	1.00
AMAZON MKTPL*Y37EW14O3	48.07	0.00	48.07	1	1.00
AMAZON MKTPL*NM9YG17P3	47.90	0.00	47.90	1	1.00
UBER *TRIP	47.90	0.00	23.95	2	2.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
BOBCAT COMMERCE CITY	47.09	0.00	47.09	1	1.00
SPO*GREATDIVIDEBREWERY	47.05	0.00	47.05	1	1.00
AMAZON MKTPL*B182U2IK3	46.66	0.00	46.66	1	1.00
AMAZON MKTPL*VE7HI3273	46.38	0.00	46.38	1	1.00
AMAZON MKTPL*EG4ZR6GC3	45.98	0.00	45.98	1	1.00
AMAZON.COM*AM0Z11973	45.44	0.00	45.44	1	1.00
CAPIO - CA ASSOCIATION	45.00	0.00	45.00	1	1.00
UNION COLONY CIVIC CTR	45.00	0.00	45.00	1	1.00
MICHAELS STORES 3751	44.97	0.00	44.97	1	1.00
LITTLE RED BARN	44.39	0.00	44.39	1	1.00
AMAZON.COM*B48AL1EI0	44.16	0.00	44.16	1	1.00
IN *MILITARY PILOT SUP	44.00	0.00	44.00	1	1.00
AMAZON.COM*RW3VE2IB3	43.78	0.00	43.78	1	1.00
TST*THE IRON CACTUS -	43.63	0.00	43.63	1	1.00
AMAZON MKTPL*1J8648V03	43.33	0.00	43.33	1	1.00
MAVERIK #679	43.27	0.00	43.27	1	1.00
CCI*CONSTANT-CONTACT	43.00	0.00	43.00	1	1.00
AMAZON MKTPL*LR2979AD3	42.99	0.00	42.99	1	1.00
KING SOOPERS # 0107	42.95	0.00	42.95	1	1.00
AMAZON MKTPL*Z14AH84G3	42.38	0.00	42.38	1	1.00
AMAZON.COM*Z95RQ54G3	42.21	0.00	42.21	1	1.00
AMAZON.COM*3X0XA3TN3	42.14	0.00	42.14	1	1.00
CARIBOU & EINSTEIN #36	41.98	0.00	41.98	1	1.00
AMAZON MKTPL*MP7AW1LH3	41.79	0.00	41.79	1	1.00
CITY OF WOODLAND PARK	41.48	0.00	41.48	1	1.00
FEDEX93471307	41.46	0.00	41.46	1	1.00
AMAZON MKTPL*NY4HR9823	41.26	0.00	41.26	1	1.00
COURTS/USDC-CO	41.00	0.00	41.00	1	1.00
ALPINE TROPHIES INC	40.95	0.00	40.95	1	1.00
AMAZON MKTPL*292LB3Z93	40.84	0.00	40.84	1	1.00
AMAZON MKTPL*ON31B6VR3	40.84	0.00	40.84	1	1.00
AMAZON MKTPL*054OK6CH3	40.72	0.00	40.72	1	1.00
PAYPAL *NATIONALASS	40.00	0.00	40.00	1	1.00
AMAZON MKTPL*EX6RG2K53	39.99	0.00	39.99	1	1.00
AMAZON MKTPL*T12Z48NM3	39.80	0.00	39.80	1	1.00
AMAZON.COM*7Q8QF2SF3	38.76	0.00	38.76	1	1.00
AMAZON MKTPL*WE65C3JK3	38.74	0.00	38.74	1	1.00
AMAZON MKTPL*OH1V18CX3	38.26	0.00	38.26	1	1.00
AMAZON MKTPL*Y04522J33	38.24	0.00	38.24	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
AMAZON MKTPL*ZV52C59B3	38.11	0.00	38.11	1	1.00
AMAZON MKTPL*7T3F66UZ3	38.03	0.00	38.03	1	1.00
AMAZON MKTPL*QN7YS1LS3	37.98	0.00	37.98	1	1.00
AMAZON.COM*OP8A25IU3	37.72	0.00	37.72	1	1.00
UNIFORM INSIGNIAS LLC	37.55	0.00	37.55	1	1.00
APPLE.COM/BILL	37.45	0.00	18.73	2	2.00
AMAZON MKTPL*RI4GY4TU3	36.94	0.00	36.94	1	1.00
AMAZON MKTPL*GO9047IW3	36.62	0.00	36.62	1	1.00
AMAZON MKTPL*BK83J1R40	36.43	0.00	36.43	1	1.00
CITY OF SAN ANTONIO -	36.00	0.00	9.00	4	4.00
AMAZON MKTPL*N46070TI3	35.99	0.00	35.99	1	1.00
AMAZON.COM*MW9N11IB3	35.79	0.00	35.79	1	1.00
AMAZON.COM*F92S93KD3	35.37	0.00	35.37	1	1.00
AMAZON MKTPL*AH7DQ3TZ3	34.91	0.00	34.91	1	1.00
AMAZON MKTPL*NX6I43NR3	34.77	0.00	34.77	1	1.00
AMAZON MKTPL*IT26729W3	34.67	0.00	34.67	1	1.00
AMAZON MKTPL*ZK3KS5QK3	34.64	0.00	34.64	1	1.00
AMAZON MKTPL*8U7X233R3	34.13	0.00	34.13	1	1.00
AMAZON.COM*NC89E8T83	34.12	0.00	34.12	1	1.00
AMAZON MKTPL*AM2FX4O33	33.96	0.00	33.96	1	1.00
AMAZON MKTPL*TP3IK1IY3	33.96	0.00	33.96	1	1.00
AMAZON MKTPL*KJ8Y55SO3	33.95	0.00	33.95	1	1.00
AMAZON MKTPL*OT6QL2JC3	33.90	0.00	33.90	1	1.00
CUMMINS INC - 42	33.74	0.00	33.74	1	1.00
AMAZON MKTPL*O038D0WY3	33.72	0.00	33.72	1	1.00
AMAZON.COM*4G8QP4073	32.99	0.00	32.99	1	1.00
TST* NOTHING BUNDT CAK	32.99	0.00	32.99	1	1.00
AMAZON.COM*3T09J8BM3	32.98	0.00	32.98	1	1.00
SHELL OIL 57443811005	32.55	0.00	32.55	1	1.00
AMAZON MKTPL*IN3Q29E83	32.25	0.00	32.25	1	1.00
AMAZON MKTPL*045SA0PC3	32.00	0.00	32.00	1	1.00
AMAZON MKTPL*KA4FH43G3	31.97	0.00	31.97	1	1.00
AMAZON MKTPL*7B6X76E53	31.95	0.00	31.95	1	1.00
AMAZON MKTPL*B67HJ3ZO3	31.81	0.00	31.81	1	1.00
AMAZON MKTPL*4D10M3BI3	31.75	0.00	31.75	1	1.00
AMAZON.COM*8M9UV8723	31.15	0.00	31.15	1	1.00
AMAZON MKTPL*4B7GY1BQ3	30.31	0.00	30.31	1	1.00
AMAZON.COM*4N9FI4OQ3	30.14	0.00	30.14	1	1.00
AMAZON MKTPL*O99BA8YT3	30.00	0.00	30.00	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
SQSP* DOMAIN#238654647	30.00	0.00	30.00	1	1.00
SWIFTCOMPLY BACKFLOW	30.00	0.00	15.00	2	2.00
AMAZON.COM*1Q1UY28B3	29.99	0.00	29.99	1	1.00
AMAZON.COM*CK9ZU2UA3	29.99	0.00	29.99	1	1.00
6544	29.87	0.00	29.87	1	1.00
AMAZON MKTPL*YC5UE2653	29.79	0.00	29.79	1	1.00
AMAZON MKTPL*1O4SO2WG3	29.76	0.00	29.76	1	1.00
AMAZON MKTPL*Y62FC82G3	29.76	0.00	29.76	1	1.00
CIRCLE K # 40666	29.64	0.00	29.64	1	1.00
AMAZON MKTPL*ZR4NB9MP3	29.59	0.00	29.59	1	1.00
PHILLIPS 66 - MERIDIAN	29.54	0.00	29.54	1	1.00
AMAZON MKTPL*KJ0KZ9KZ3	29.50	0.00	29.50	1	1.00
AMAZON MKTPL*8L9WI5FQ3	29.28	0.00	29.28	1	1.00
AMAZON.COM*AY7LQ9A13	29.17	0.00	29.17	1	1.00
AMAZON MKTPL*1G8MC84U3	29.12	0.00	29.12	1	1.00
DONUT HOUSE CASTLEROCK	29.12	0.00	29.12	1	1.00
AMAZON.COM*ET4FQ6GN3	29.07	0.00	29.07	1	1.00
SAT BEERCODE	29.00	0.00	29.00	1	1.00
AMAZON MKTPL*CC5MM0ZF3	28.65	0.00	28.65	1	1.00
AMAZON MKTPL*ZU8264QC3	28.48	0.00	28.48	1	1.00
FEDEX94145084	28.08	0.00	28.08	1	1.00
AMAZON MKTPL*S77C96L13	27.79	0.00	27.79	1	1.00
AMAZON MKTPL*K32N519M3	27.54	0.00	27.54	1	1.00
AMAZON MKTPL*H28QJ3JU3	27.43	0.00	27.43	1	1.00
AMAZON MKTPL*RQ8307EJ3	27.43	0.00	27.43	1	1.00
CIRCLE K 09892	27.42	0.00	27.42	1	1.00
CIRCLE K # 44118	27.34	0.00	27.34	1	1.00
STINKER #330	27.25	0.00	27.25	1	1.00
AMAZON MKTPL*U73E32I23	27.17	0.00	27.17	1	1.00
SAFEWAY FUEL 5827	27.17	0.00	27.17	1	1.00
CIRCLE K # 41159	26.85	0.00	26.85	1	1.00
TST*CASA RIO 2.0	26.80	0.00	26.80	1	1.00
7-ELEVEN AT CASTLEROCK	26.65	0.00	26.65	1	1.00
GUAM EPAYIT	26.50	0.00	26.50	1	1.00
CONOCO - SEI 25740	26.22	0.00	26.22	1	1.00
AMAZON MKTPL*WB30F3W13	26.00	0.00	26.00	1	1.00
MSB*DCPUBLICHEALTH	26.00	0.00	26.00	1	1.00
AMAZON.COM*F58YA1233	25.76	0.00	25.76	1	1.00
AMAZON MKTPL*WY0KH2QO3	25.64	0.00	25.64	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
AMAZON MKTPL*6B1WR6A93	25.58	0.00	25.58	1	1.00
AMAZON MKTPL*LE3412EV3	25.15	0.00	25.15	1	1.00
AMAZON MKTPL*N930P5V53	24.99	0.00	24.99	1	1.00
AMAZON MKTPL*HM8JL5EB3	24.97	0.00	24.97	1	1.00
TXT180COM	24.95	0.00	24.95	1	1.00
AMAZON.COM*RY0618C63	24.88	0.00	24.88	1	1.00
CIRCLEK#2709516	24.80	0.00	24.80	1	1.00
CIRCLE K 09905	24.72	0.00	24.72	1	1.00
CARMINES PIZZA & PASTA	24.50	0.00	24.50	1	1.00
NOODLES AND COMPANY	24.40	0.00	24.40	1	1.00
AMAZON MKTPL*AL9I37S83	24.10	0.00	24.10	1	1.00
TST* DAZBOG COFFEE - 1	24.07	0.00	24.07	1	1.00
TST*MAD DOGS BRITISH P	24.00	0.00	24.00	1	1.00
AMAZON MKTPL*OM7K27SU3	23.99	0.00	23.99	1	1.00
DENVER GAZETTE	23.98	0.00	11.99	2	2.00
AMAZON MKTPL*WV73G1A83	23.95	0.00	23.95	1	1.00
AMAZON MKTPL*2273P3G03	23.89	0.00	23.89	1	1.00
MAVERIK #5370	23.87	0.00	23.87	1	1.00
AMAZON.COM*QE24Z5B23	23.79	0.00	23.79	1	1.00
AMAZON MKTPL*5J4N69YR3	23.54	0.00	23.54	1	1.00
PY *BLACK ROCK COFFEE	23.27	0.00	23.27	1	1.00
AMAZON MKTPL*YM2HK1XX3	23.24	0.00	23.24	1	1.00
AMAZON.COM*ML7Z72LT3	23.00	0.00	23.00	1	1.00
AMAZON MKTPL*ZD0B30LJ3	22.99	0.00	22.99	1	1.00
FEDEX525740691	22.82	0.00	22.82	1	1.00
AMAZON.COM*VV3L45DK3	22.76	0.00	22.76	1	1.00
MAGNATAG INC.	22.76	0.00	22.76	1	1.00
AMAZON MKTPL*X81NK9M73	22.72	0.00	22.72	1	1.00
AMAZON MKTPL*BD9AU9O53	22.69	0.00	22.69	1	1.00
AMAZON.COM*6R64G7403	22.48	0.00	22.48	1	1.00
AMAZON MKTPL*4F4SJ3YS3	22.05	0.00	22.05	1	1.00
AMAZON MKTPL*VW0XW6IY3	22.03	0.00	22.03	1	1.00
PARKWHIZ, INC.	22.00	0.00	22.00	1	1.00
AMAZON.COM*N78HU1WM3	21.99	0.00	21.99	1	1.00
AMAZON.COM*V484J13K3	21.80	0.00	21.80	1	1.00
AMAZON MKTPL*M30BO7DZ3	21.60	0.00	21.60	1	1.00
AMAZON MKTPL*RR3PE12W3	21.27	0.00	21.27	1	1.00
STAMPS.COM	20.99	0.00	20.99	1	1.00
AMAZON MKTPL*VR5NQ0JK3	20.30	0.00	20.30	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
AMAZON.COM*0918N9FR3	20.30	0.00	20.30	1	1.00
AMAZON MKTPL*ND8XH0U03	20.08	0.00	20.08	1	1.00
ANTHROPIC* CLAUDE SUB	20.00	0.00	20.00	1	1.00
CANVA* I04902-87101298	20.00	0.00	20.00	1	1.00
CIRCLE K 09852	20.00	0.00	20.00	1	1.00
CO SECRETARY STATE FEE	20.00	0.00	10.00	2	2.00
AMAZON MKTPL*8P66V23E3	19.99	0.00	19.99	1	1.00
AMAZON MKTPL*9O4NC8T33	19.99	0.00	19.99	1	1.00
AMAZON MKTPL*B12QW87S3	19.99	0.00	19.99	1	1.00
AMAZON.COM*Q85SI19X3	19.99	0.00	19.99	1	1.00
GOOGLE ONE	19.99	0.00	19.99	1	1.00
AMAZON MKTPL*5B3AG7AG3	19.90	0.00	19.90	1	1.00
AMAZON MKTPL*YE8EN1373	19.29	0.00	19.29	1	1.00
PODSERVE.FM	19.00	0.00	19.00	1	1.00
CHEVRON 0379629	18.90	0.00	18.90	1	1.00
CIRCLE K # 04585	18.74	0.00	18.74	1	1.00
AMAZON.COM*UQ1G97153	18.58	0.00	18.58	1	1.00
AMAZON.COM*FW9PA1VH3	18.52	0.00	18.52	1	1.00
SNARFSSANDWICHES	18.51	0.00	18.51	1	1.00
AMAZON MKTPL*RD9NK4EY3	18.50	0.00	18.50	1	1.00
AMAZON MKTPL*TB8KD7DP3	18.45	0.00	18.45	1	1.00
AMAZON MKTPL*8B8RG55O3	18.39	0.00	18.39	1	1.00
AMAZON MKTPL*KS1AJ61U3	17.99	0.00	17.99	1	1.00
AMAZON MKTPL*8X9Z60GE3	17.98	0.00	17.98	1	1.00
AMAZON MKTPL*F51R24UX3	16.99	0.00	16.99	1	1.00
AMAZON MKTPL*SE8KP1XX3	16.99	0.00	16.99	1	1.00
AMAZON.COM*DC3W32GK3	16.99	0.00	16.99	1	1.00
AMAZON.COM*VF4JK27V3	16.99	0.00	16.99	1	1.00
AMAZON MKTPL*7Q9T60UO3	16.98	0.00	16.98	1	1.00
AMAZON MKTPL*340R15ST3	16.61	0.00	16.61	1	1.00
AMAZON MKTPL*QJ3FY29V3	16.61	0.00	16.61	1	1.00
AMAZON.COM*S99C62JD3	16.50	0.00	16.50	1	1.00
CONOCO - SEDALIA	16.40	0.00	16.40	1	1.00
AMAZON.COM*AF8RE9RA3	16.20	0.00	16.20	1	1.00
EXP STA SK* GUEST PARK	16.00	0.00	8.00	2	2.00
AMAZON.COM*I676H2EP3	15.62	0.00	15.62	1	1.00
AMAZON MKTPL*VY9D12PG3	15.15	0.00	15.15	1	1.00
FEDEX93785912	14.57	0.00	14.57	1	1.00
DEN SUNSET LOOP MARKET	14.56	0.00	14.56	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
AMAZON MKTPL*J09132KF3	14.38	0.00	14.38	1	1.00
AMAZON MKTPL*NI3H72JL3	14.23	0.00	14.23	1	1.00
AMAZON.COM*5T8PQ1B11	14.20	0.00	14.20	1	1.00
ERACTOLL 3TMX4H	14.15	0.00	14.15	1	1.00
303 COFFEE COMPANY	13.88	0.00	13.88	1	1.00
AMAZON.COM*9Q5K648J3	13.78	0.00	13.78	1	1.00
AMAZON.COM*MN4FG7Y73	13.78	0.00	13.78	1	1.00
AMAZON.COM*S922W0OT3	13.62	0.00	13.62	1	1.00
AMAZON.COM*BL2VR57X3	13.56	0.00	13.56	1	1.00
AMAZON MKTPL*636OV5WG3	13.29	0.00	13.29	1	1.00
AMAZON MKTPL*K79V880Q3	13.29	0.00	13.29	1	1.00
AMAZON MKTPL*9B0164SR3	12.99	0.00	12.99	1	1.00
AMAZON MKTPL*V06C50QT3	12.99	0.00	12.99	1	1.00
LYFT *RIDE MON 12PM	12.93	0.00	12.93	1	1.00
LYFT *RIDE MON 4PM	12.91	0.00	12.91	1	1.00
XCEL EZ-PAY FEE WEB	12.74	0.00	12.74	1	1.00
FEDEX92856839	12.60	0.00	12.60	1	1.00
MAVERIK #5240	12.55	0.00	12.55	1	1.00
AMAZON MKTPL*EV81A70K3	12.51	0.00	12.51	1	1.00
AMAZON MKTPL*4F8NX7N23	12.43	0.00	12.43	1	1.00
AMAZON.COM*6L7EC9033	12.19	0.00	12.19	1	1.00
1962 WAZEE	12.00	0.00	12.00	1	1.00
AMAZON MKTPL*W175S3NK3	11.39	0.00	11.39	1	1.00
AMAZON.COM*D66FS88U3	11.34	0.00	11.34	1	1.00
AMAZON MKTPL*DE9JH9X33	11.27	0.00	11.27	1	1.00
FEDEX93555443	10.95	0.00	10.95	1	1.00
LYFT *AIRPORT 06-10	10.76	0.00	10.76	1	1.00
AMAZON MKTPL*S61D45ZD3	10.39	0.00	10.39	1	1.00
AMERICAN AIRLINES	10.00	0.00	10.00	1	1.00
LYFT *CANCEL FEE	10.00	0.00	5.00	2	2.00
SMUGMUG SOURCE	10.00	0.00	10.00	1	1.00
TIME PARK LOT 20	10.00	0.00	10.00	1	1.00
AMAZON MKTPL*5D7H17PI3	9.99	0.00	9.99	1	1.00
AMAZON MKTPL*PT4569FB3	9.99	0.00	9.99	1	1.00
SIGNUPGENIUS	9.99	0.00	9.99	1	1.00
UBER *ONE MEMBERSHIP	9.99	0.00	9.99	1	1.00
TRADER JOE S #305	9.98	0.00	9.98	1	1.00
AMAZON MKTPL*MZ6D57E83	9.79	0.00	9.79	1	1.00
AMAZON MKTPL*JJ2OA0CY3	9.49	0.00	9.49	1	1.00

Merchant Name	Amount	Amount % Of Total	Average Amount	Count	Count % Of Total
AMAZON MKTPL*PZ3R41LI3	9.49	0.00	9.49	1	1.00
AMAZON MKTPL*SD4PS1G33	9.49	0.00	9.49	1	1.00
AMAZON.COM*CO2QH5BG3	9.42	0.00	9.42	1	1.00
FEDEX92857081	9.36	0.00	9.36	1	1.00
WAL-MART #2892	9.28	0.00	9.28	1	1.00
AMAZON MKTPL*Q01PN8SM3	8.99	0.00	8.99	1	1.00
AMAZON MKTPL*XO04K9IH3	8.99	0.00	8.99	1	1.00
AMAZON.COM*HB2TE2JI3	8.99	0.00	8.99	1	1.00
AMAZON MKTPL*WG2TL76O3	8.92	0.00	8.92	1	1.00
AMAZON MKTPL*0Q2549UF3	7.99	0.00	7.99	1	1.00
AMAZON MKTPL*HS1O550F3	7.99	0.00	7.99	1	1.00
GRMN	7.99	0.00	7.99	1	1.00
AMAZON MKTPL*YM04423Q3	7.59	0.00	7.59	1	1.00
KEYSTONE BANQUETS	7.01	0.00	7.01	1	1.00
AMAZON MKTPL*099185913	6.99	0.00	6.99	1	1.00
AMAZON MKTPL*M00ZB2LY3	6.99	0.00	6.99	1	1.00
AUTOZONE #0834	6.99	0.00	6.99	1	1.00
AMAZON.COM*4H8ND7M03	6.55	0.00	6.55	1	1.00
COLORADO SPRINGS PARKI	6.50	0.00	3.25	2	2.00
AMAZON.COM*5387F0IT3	6.28	0.00	6.28	1	1.00
AMAZON.COM*L43D310L3	5.84	0.00	5.84	1	1.00
AMAZON.COM*YJ1IC8YD3	5.12	0.00	5.12	1	1.00
SQ *AMBROSIA FLOWERS A	5.00	0.00	5.00	1	1.00
TARGET T-2023	4.99	0.00	4.99	1	1.00
IKEA CENTENNIAL	4.26	0.00	4.26	1	1.00
WALMART.COM 8009256278	4.21	0.00	4.21	1	1.00
7-ELEVEN 36629	3.99	0.00	3.99	1	1.00
CANVA* PAAAAHFQ5MOPDSV	0.00	0.00	0.00	2	2.00
WWW.ONXMAPS.COM	0.00	0.00	0.00	2	2.00
CIRCLE K # 44059	(0.22)	0.00	(0.11)	2	2.00
PEAK HONDA WORLD	(20.59)	0.00	(20.59)	1	1.00
TST*COLONNAS PIZZA- PA	(37.49)	0.00	(37.49)	1	1.00
FSP*SOUTHWEST MOBILE S	(39.78)	0.10	(19.89)	2	2.00
-LAPELPINNOW*885774101	(75.00)	0.01	(75.00)	1	1.00
KEYSTONE RESV	(125.48)	0.01	(41.83)	3	3.00
ADVANCEDPOL	(325.00)	0.03	(325.00)	1	1.00
AMAZON.COM	(566.03)	0.06	(47.17)	12	12.00
AMAZON MKTPLACE PMTS	(3,693.84)	0.37	(263.85)	14	14.00
Total	**967,048.03**	**100.00**	**523.58**	**1,847**	**1,847.00**

Account Statement (Version 2)

Run Date: 07/01/2026

Report Id: sd11080

Posting Date: 06/01/2026 - 06/30/2026

DOUGLAS COUNTY GOVT
CRAIG KRONHART
100 THIRD STREET
SUITE 130
CASTLE ROCK, CO 80104-2425 USA

Account Name	Transaction Count	Transaction Amount
AARON J STEPANICH	1	24.97
ABBY R FITHIAN	9	2,557.48
ADIANA S ALDRIDGE	6	241.58
ALAN R STANTON	1	198.00
ALEXANDER CE MEADE	3	72.89
ALYSSA M DE JESUS	1	225.00
AMY J FORTNER	10	8,738.63
AMY J FORTNER 1	43	44,392.63
AMY T WILLIAMS	9	12,527.49
ANDREA FARROW	3	167.38
ANDREW C STEERS	3	533.87
ANGELA K WHITE	7	2,245.20
ANGELA M BYLIN	7	1,057.38
ANGELA N BROGLIO	2	177.35
ANNE L WALTON	7	4,337.84
ANNE WEEKLY	15	2,281.05
ANTHONY R WOLF	17	2,072.20
ANTHONY V ARUTUNOV	2	1,000.00
ARIELLE J DENIS	2	1,230.00

Account Name	Transaction Count	Transaction Amount
ASHELY S MOORE	1	916.79
ASHLEY CHAMBERLAIN	2	774.50
ASHLEY L SCOLLARD	1	4,997.28
ATILIO D QUINTANILLA	1	73.23
AUDRA D PETERSON	3	408.92
AUGUST K STEFFEN	3	1,517.81
BECKY A FISCHER	6	1,799.86
BEN PIERCE	1	72.14
BENTON GRUBBS	15	3,569.47
BETH BONCZEK	2	472.01
BRADLEY D MARQUARDT	3	344.84
BRADLEY M PROULX	1	18.28
BRANDON LENDERINK	2	102.27
BRENDA M HERRERA	2	153.11
BRETT HUGHES	3	418.68
BRIAN CORBIN	2	348.95
BRIAN D FRANKLIN	4	2,002.50
BRIAN E MCKNIGHT	1	98.44
BRIAN K PHILLIPS	4	1,962.60
BRITTANY E CASSELL	1	14.57
BRYNN TURNBAUGH	14	5,114.64
CALEB J WEYDERT	7	5,915.95
CAMERON DAVIS	3	1,427.74
CANDACE R RANDALL	3	4,746.44
CAROL L KONECNY	3	1,253.80
CAROLINE FRIZELL	11	16,329.98
CASSIDY BROWN	5	775.23
CELESTE M DEAL	12	7,440.27
CHAD WALKER	1	98.98
CHALLAN WOODS	1	160.86
CHARLES W BUCKNER	3	218.14
CHASE EVERLY	4	494.15
CHRIS D MAES	2	29.04
CHRISTIE GUTHRIE	1	47.05
CHRISTINA K TAYLOR	9	660.05
CHRISTINA MC NEAL	1	124.00
CHRISTINE M LYLE	4	53.48
CHRISTOPHER K PRATT	3	1,106.10

Account Name	Transaction Count	Transaction Amount
CHRISTOPHER L BURNETT	5	1,400.77
CHRISTOPHER R STADLER	1	50.00
CLAY A GYSIN	5	2,746.63
CODIE L WINSLOW	1	145.94
COLLEEN M VOGEL	4	201.00
CONNIE S CROUSE	11	588.40
CURTIS L MARSHALL	1	20.78
CYNTHIA A KIEFUS	1	632.75
DA23 ATTORNEYS OFFICE	1	60.00
DALLAS DOBBS	1	230.75
DANIEL L BRITE	4	1,085.81
DANIEL R ROBERTS	1	500.00
DANIEL W AVERY	1	325.00
DANIELA JIMENEZ	2	0.00
DARCY WILSON	20	15,326.01
DARREN M WEEKLY	5	438.96
DAVID A MATEWOSIAN	4	1,242.71
DAVID A WEAVER	3	731.64
DAVID E KNAUB	3	1,922.25
DAVID M GILL	1	29.12
DEAN L GRAFFT	16	13,988.92
DEANNE M STEVENSON	6	1,298.29
DEBORAH A TAKAHARA	4	386.00
DECLAN C LAWSON	9	712.47
DENIS NOVITSKIY	11	220.59
DIANE L SMITH	7	1,435.35
DJ BOETTCHER	7	12,140.33
DOUGLAS COUNTY GOVT	0	0.00
DOUGLAS J DEBORD	2	296.00
DUSTIN B DOBBS	8	1,618.06
DUSTIN O CLARK	2	166.88
EDGAR BONILLA	4	2,410.40
ELIJAH KNECHT	5	1,619.17
ELIZABETH A WALKER	3	2,383.68
EMILY A CORDES	3	525.90
FAIR BOARD 2	1	800.00
FIDEL A LEON	13	3,418.48
GARRETT BROWN	12	327.76

Account Name	Transaction Count	Transaction Amount
GARRETT FORSTER	1	52.62
GARRETT J WYATT	1	122.93
GEORGE P TEAL	5	112.17
GERARDO N RAMIREZ	4	584.68
GREGORY K MATTHEWS	7	2,340.45
HOLLY RYAN	4	1,122.77
IAN M AUSTIN	2	13,866.36
JACK W TWITE JR	4	2,016.96
JACOB I LANDERS	1	599.00
JACQUELINE MELCHOR	1	26.50
JANEE PETERSEN	4	345.31
JANET L PETERSON	6	171.57
JANETTE TELLER	13	5,331.46
JASON A LOWNSDALE	1	793.65
JASON B TRUJILLO	6	548.60
JASON EILERS	2	121.72
JASON HAWKINS	14	15,630.37
JASON J PETALAS	15	3,177.92
JASON M WALKER	72	64,107.78
JASON ZILLMAN	8	6,631.56
JAY C WILLIAMS	5	7,515.16
JEANNE V BORZYCH	7	4,240.54
JEFFERY A GARCIA	6	2,209.31
JEFFREY J DEHART	3	4,127.26
JEFFREY PELLE	4	757.09
JEFFREY W BURKE	1	5,090.00
JENNIFER B STRINGER	1	22.97
JENNIFER J FISHER	6	3,437.00
JENNIFER L EBY	3	704.66
JENNIFER M SCHAFFER	3	1,715.14
JENNIFER R OSORIO	3	278.18
JEREMIAH J PETERSON	8	7,219.13
JEREMY L WAGNER	2	173.90
JEREMY W HIRSCH	1	381.10
JESSE W LOVEGROVE	34	10,240.64
JESSICA SVOBODA	16	1,051.10
JILL JANZ	1	24.07
JOEL A ESTABROOK	14	5,809.12

Account Name	Transaction Count	Transaction Amount
JOEY D PASTORIUS	14	20,730.04
JOHN J KADLEC	1	299.00
JOHNNY MANAHAN	1	45.10
JONATHAN ESCOBEDO	3	691.98
JOSEPH A FLONNES	1	21.94
JOSEPH R HARTLEY	1	496.00
JOSH LEWIS	5	288.53
JULIE A WARE	22	10,002.93
JULIE L PATEL	3	3,063.18
JUSTIN R PUCKETT	4	245.33
JUVAILA R PAVLICEK	4	608.09
K TROY DUNNING 2	9	4,393.04
KARISSA K SANDERS	5	1,637.87
KATHARINE R KLABON	1	63.48
KATHRYN S CHERRY	2	1,022.00
KATRINA A MCLELAND	2	744.11
KATRINA L GAINES	25	416.47
KEEGAN Q DOHENEY	3	136.18
KEENAN G SNELL	11	14,410.49
KELLEY M DZIEDZIC	5	1,471.21
KELLY CALDWELL	1	320.00
KELLY DUNNAWAY	3	1,210.80
KENNETH R GALLUP	6	806.16
KEVIN VAN WINKLE	4	115.88
KEVIN W BOND	15	3,698.47
KIRK INDERBITZEN	4	136.22
KRISTIN M RANDLETT	1	14.83
KRISTINA L MANN	8	3,159.79
KRISTINE ALLEN	4	628.85
KYLE J MOORE	1	183.65
KYLE KOWALSKI	16	1,659.26
LARA J MOONEY	3	628.00
LARRY D HECK	4	711.07
LASIE L ZION	20	7,656.32
LAURA E CIANCONE	1	14,745.65
LAURA H SKIRDE	2	97.67
LAURA LARSON	6	2,261.38
LAUREN D STOCKTON	3	276.00

Account Name	Transaction Count	Transaction Amount
LAURIE L ANDERSON	1	1,529.83
LEANDRA MONTOYA	25	12,960.51
LEETA J MCCLARD	8	1,250.20
LINDSEY A GROSS	4	499.71
LINNANE M CARRASCO	23	6,489.36
LOGAN R VAWTER	2	81.54
LUANNE R LEE	1	2,069.60
LUCAS A DECHANT	5	1,093.02
LUKE M PAIGE	4	1,256.19
LUKE T THORNTON	8	5,370.81
LYNNE A WILSON	5	1,848.80
MADISON EUTSLER	23	4,955.69
MALISA A GOUDY	30	12,110.79
MALLORIE A PRICE	1	328.65
MARGARET WINGERTER	3	154.86
MARIELA DONAHUE	3	5,575.16
MARK E ECKHARDT	4	650.83
MARTHA M MARSHALL	1	5,000.00
MARYNA SHEVERIA 2	1	9.99
MATTHEW DZIUBANSKI	3	691.17
MATTHEW L HUGHES	3	1,442.70
MATTTHEW A OVERMAN	5	93.11
MEGAN GRANDSARD	11	29,170.35
MELINDA SPAULDING	4	583.80
MELISSA A BLOODWORTH	1	34.45
MELISSA A INGALLS	4	780.00
MICHAEL D ALEXANDER	1	12.00
MICHAEL R NICHOLAS	4	912.79
MICHAEL T ADAMS	30	2,547.27
MICHAEL T MCINTOSH	4	1,240.13
MICHELLE L MANNES	15	8,596.68
MILES MCCLURE	4	92.37
MISTY R ARMIJO	3	(134.90)
MONICA DINCLER	2	332.95
NICHOLAS A JAMES	6	764.02
NICK V GIAUQUE	3	3,581.48
NICOLE M DEINDOERFER	5	30.00
PARIS PERAZZO	3	1,073.70

Account Name	Transaction Count	Transaction Amount
PATRICIA E VENETTE	2	226.45
PAULA K BOLEJACK	2	348.26
PENELOPE D GERDES	2	123.03
PHILLIP K RYAN	2	380.29
RACHEL M HALES	6	548.89
RANA RASTEH	3	595.00
RAND M CLARK	4	96.97
REBECCA MACPHERSON	43	21,496.84
RICHARD J SMYTH	3	468.33
RICHARD MICHAEL HILL	1	725.00
RICK A KIESOW	1	857.50
RILEY HUTH	2	670.00
ROBERT A HOUGH	6	1,386.00
ROBERT D BAILIN	46	48,404.49
ROBERT H ROTHERHAM JR	2	214.94
ROBERT R MOFFITT JR	2	787.95
ROBERT W ROBLES-LYNN	1	80.14
RONNIE DORRELL	5	930.85
RUBY A RICHARDS	1	(37.68)
RUSSELL D DEROCHE	5	990.79
RYAN FALKNER	2	166.78
RYAN L YEGGY	16	19,904.92
RYAN SMITH	1	61.26
RYAN WHITE	2	150.00
SAMANTHA R HUTCHISON	6	1,736.38
SARAH A BROCK	5	950.30
SCOTT A MATSON	1	6,609.45
SEAN HICKEY	4	1,260.50
SETH A ALDRIDGE	4	564.93
SHANE CLARK	3	1,006.07
SHANE FAULK	5	271.78
SHANE HUGHES	1	73.21
SHANNA AUSTIN	2	392.50
SHARON L HINES	64	18,726.98
SHAWNA F POTTER	26	24,420.91
SHELLY L ANDREAS	1	61.50
SHERYL A DAVIS	3	880.37
SHIRIN KOSKI	1	595.00

Account Name	Transaction Count	Transaction Amount
SHONDA L YOWELL	2	128.72
SKYLER SICARD	4	774.76
SONIA M STERANKO	3	33,145.35
SPENCER A HOLUB	2	72.91
SPENCER D HALES	6	69.99
STANLEY D DRINNON	21	1,101.84
STEPHANIE DORRELL	1	63.78
STEPHANIE N RUSCIANO	3	142.80
STEVEN E OBRIEN	1	2.50
STEVEN M FLEMING	7	718.52
STEVEN S PATTERSON	6	4,028.47
STEVEN W DAVIS	2	727.13
SUSAN L QUINN	8	302.22
SUSAN N WOODRUFF	75	65,888.06
SUSAN N WOODRUFF2	9	40,070.85
SYLVIA B GEIGER	1	10.48
TAYLOR L WEST	2	52.95
TEREZA LEWIS	4	425.52
THOMAS KENNY	5	631.24
THOMAS PEACE	4	131.69
THOMAS R MUSTIN	3	45.98
TIFFANY M MCCAULEY	1	36.46
TIFFANY MARSITTO	9	2,827.47
TIFFANY R ZICKUS	2	(45.11)
TIMOTHY C RALPH	1	367.52
TIMOTHY D HALLMARK	7	809.70
TIMOTHY G PENDLETON	2	510.00
TIMOTHY VAN NOORDT	1	1,914.00
TOBY B DAMISCH	2	233.53
TODD R KRANIG	26	11,347.79
TOMMY J HANSON	11	4,141.07
TORI THELEN	1	294.31
TRACE J WARRICK	4	99.10
TROY D BAHR	2	624.73
TROY U MEISSNER	2	126.89
TYLER D WARD	2	3,934.02
TYLER J HUNTSMAN	11	2,575.56
TYLER J MCKNIGHT	1	34.64

Account Name	Transaction Count	Transaction Amount
VALERIE M BREWSTER	3	1,288.26
VINCE LINE	5	1,335.38
WALTER G SCHMIDT	11	6,350.18
WILLIAM STIENS	8	1,297.46
YOSEF RATNER	1	55.94
ZACHARY J BURNS	6	11,034.95
ZACHARY L ROMBERGER	3	184.00
ZACHARY VINCENT	10	272.32
ZOE A LAIRD	3	1,288.00
Report Totals	**1,847**	**967,048.03**

ELECTION JUDGES

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208252	07/09/26	1123516	ABBEY , EUNICE SANTOS	12780000EJ_JOB_1	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	732.00	2026 STATEWIDE PRIMARY
208253	07/09/26	1713195	ALLRED , RICHARD	12780001EJ_JOB_2	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	188.64	2026 STATEWIDE PRIMARY
208254	07/09/26	1713196	ALLRED , SHEILA	12780002EJ_JOB_3	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	183.04	2026 STATEWIDE PRIMARY
208255	07/09/26	1713197	AMBORS , DAVID	12780003EJ_JOB_4	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	100.80	2026 STATEWIDE PRIMARY
208256	07/09/26	1582122	AUHLL , NANETTE	12780004EJ_JOB_5	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	282.78	2026 STATEWIDE PRIMARY
208257	07/09/26	1713198	BARNHART , MICHAEL EDWARD	12780005EJ_JOB_6	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	102.08	2026 STATEWIDE PRIMARY
208258	07/09/26	1123526	BARRETT , CATHERINE	12780006EJ_JOB_7	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	112.00	2026 STATEWIDE PRIMARY
208259	07/09/26	1631225	BASU , NEELANJANA	12780007EJ_JOB_8	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	115.20	2026 STATEWIDE PRIMARY
208260	07/09/26	1582084	BENNETT , BARBARA	12780008EJ_JOB_9	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	115.68	2026 STATEWIDE PRIMARY
208261	07/09/26	1656556	BENNETT III , WALTER HENRY	12780009EJ_JOB_10	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	308.32	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208262	07/09/26	1123532	BERGUM , BEVERLY ZOE	12780010EJ_JOB_11	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	120.96	2026 STATEWIDE PRIMARY
208263	07/09/26	1713199	BEYERS , GRACE	12780011EJ_JOB_12	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	98.40	2026 STATEWIDE PRIMARY
208264	07/09/26	1713200	BINDER , BRUCE	12780012EJ_JOB_13	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	149.12	2026 STATEWIDE PRIMARY
208265	07/09/26	1582085	BLEY , ANN	12780013EJ_JOB_14	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	876.96	2026 STATEWIDE PRIMARY
208266	07/09/26	1713201	BLOOM , HOPE	12780014EJ_JOB_15	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	102.40	2026 STATEWIDE PRIMARY
208267	07/09/26	1713202	BLOOM , PAUL W	12780015EJ_JOB_16	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	102.40	2026 STATEWIDE PRIMARY
208268	07/09/26	1713203	BLUME , BARBARA	12780016EJ_JOB_17	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	121.60	2026 STATEWIDE PRIMARY
208269	07/09/26	1125905	BOATMAN , PAULA	12780017EJ_JOB_18	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	198.24	2026 STATEWIDE PRIMARY
208270	07/09/26	1539090	BOCHNER , CLAIRE	12780018EJ_JOB_19	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	451.08	2026 STATEWIDE PRIMARY
208271	07/09/26	1356652	BOLIN , MICHAEL ALFRED	12780019EJ_JOB_20	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	144.16	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208272	07/09/26	1678599	BOLTZ , DAVID THOMAS	12780020EJ_JOB_21	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	751.20	2026 STATEWIDE PRIMARY
208273	07/09/26	1539093	BORGOS , CAROLYN	12780021EJ_JOB_22	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	830.52	2026 STATEWIDE PRIMARY
208274	07/09/26	1713204	BRADBURY , ANDREA	12780022EJ_JOB_23	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	114.72	2026 STATEWIDE PRIMARY
208275	07/09/26	1529221	BRADFORD , BRET	12780023EJ_JOB_24	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	747.68	2026 STATEWIDE PRIMARY
208276	07/09/26	1713205	BRADLEY-GREENE , MARGARET	12780024EJ_JOB_25	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	58.40	2026 STATEWIDE PRIMARY
208277	07/09/26	1338652	BRATCHER , LINDA RHEA HOWARD	12780025EJ_JOB_26	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	190.08	2026 STATEWIDE PRIMARY
208278	07/09/26	1642189	BRAY , TRAVIS	12780026EJ_JOB_27	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	930.40	2026 STATEWIDE PRIMARY
208279	07/09/26	1713206	BROWNFIELD , JAY	12780027EJ_JOB_28	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	187.20	2026 STATEWIDE PRIMARY
208280	07/09/26	1037337	BRUMMETT , SHERYL	12780028EJ_JOB_29	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	113.92	2026 STATEWIDE PRIMARY
208281	07/09/26	1356657	BUFFETTI , PAULA SUE	12780029EJ_JOB_30	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	147.20	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208282	07/09/26	1123546	BUTERBAUGH , ROGER	12780030EJ_JOB_31	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	121.60	2026 STATEWIDE PRIMARY
208283	07/09/26	1656560	BUYS , SANDRA ELLEN	12780031EJ_JOB_32	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	104.96	2026 STATEWIDE PRIMARY
208284	07/09/26	1622562	CACCO , JUDITH	12780032EJ_JOB_33	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	37.28	2026 STATEWIDE PRIMARY
208285	07/09/26	1713207	CAIN , THOMAS	12780033EJ_JOB_34	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	98.56	2026 STATEWIDE PRIMARY
208286	07/09/26	1713208	CARLIN , SCOTT	12780034EJ_JOB_35	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	42.40	2026 STATEWIDE PRIMARY
208287	07/09/26	1713209	CARPARELLI , SUSAN	12780035EJ_JOB_36	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	156.00	2026 STATEWIDE PRIMARY
208288	07/09/26	1002425	CHADDERDON , KEITH E	12780036EJ_JOB_37	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	156.96	2026 STATEWIDE PRIMARY
208289	07/09/26	1631228	CHALFANT , KRISTIN	12780037EJ_JOB_38	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	174.24	2026 STATEWIDE PRIMARY
208290	07/09/26	1713210	CHANDLER , CYNTHIA	12780038EJ_JOB_39	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	188.00	2026 STATEWIDE PRIMARY
208291	07/09/26	1582088	CHAULEY , NAVINDER SINGH	12780039EJ_JOB_40	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	186.24	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208292	07/09/26	1713211	CHITWOOD , MICHAEL	12780040EJ_JOB_41	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	147.84	2026 STATEWIDE PRIMARY
208293	07/09/26	1582091	CLAPP , DOROTHY	12780041EJ_JOB_42	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	51.20	2026 STATEWIDE PRIMARY
208294	07/09/26	1075382	COE , LING LING	12780042EJ_JOB_43	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	100.00	2026 STATEWIDE PRIMARY
208295	07/09/26	1711365	COLLINS , KYRIE	12780043EJ_JOB_44	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	263.36	2026 STATEWIDE PRIMARY
208296	07/09/26	1689937	CORBIERE , KATHLENE	12780044EJ_JOB_45	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	118.72	2026 STATEWIDE PRIMARY
208297	07/09/26	1713212	CRESSMAN , DAVID	12780045EJ_JOB_46	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	76.16	2026 STATEWIDE PRIMARY
208298	07/09/26	1713213	CRESSMAN , VERONICA DELERY	12780046EJ_JOB_47	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	103.68	2026 STATEWIDE PRIMARY
208299	07/09/26	1713214	CRISTADORO , KIM ANTHONY	12780047EJ_JOB_48	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	117.12	2026 STATEWIDE PRIMARY
208300	07/09/26	1622563	CROW , COLEEN ANNE	12780048EJ_JOB_49	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	116.48	2026 STATEWIDE PRIMARY
208301	07/09/26	1075412	CROW , WILLIAM	12780049EJ_JOB_50	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	315.84	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208302	07/09/26	1592342	CUSTER , MARK	12780050EJ_JOB_51	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	98.88	2026 STATEWIDE PRIMARY
208303	07/09/26	1529223	DALTON , BETH	12780051EJ_JOB_52	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	37.28	2026 STATEWIDE PRIMARY
208304	07/09/26	1713215	DAVIS , SHARON LOUISE	12780052EJ_JOB_53	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	102.72	2026 STATEWIDE PRIMARY
208305	07/09/26	1713216	DEAL , JOHN	12780053EJ_JOB_54	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	115.36	2026 STATEWIDE PRIMARY
208306	07/09/26	1713217	DECKER , KRISTY	12780054EJ_JOB_55	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	192.16	2026 STATEWIDE PRIMARY
208307	07/09/26	1125874	DEMKO DIJULIO , DEBORAH	12780055EJ_JOB_56	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	763.74	2026 STATEWIDE PRIMARY
				12780055EJ_JOB_57	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	203.40	2026 STATEWIDE PRIMARY
									Total Payment	**967.14**	
208308	07/09/26	1582093	DENNIS , AMANDA JEAN	12780056EJ_JOB_58	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	746.40	2026 STATEWIDE PRIMARY
208309	07/09/26	1656564	DIJULIO , MICHAEL DANTE	12780057EJ_JOB_59	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	236.16	2026 STATEWIDE PRIMARY
208310	07/09/26	1678602	DODGE , LINA SUE	12780058EJ_JOB_60	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	99.04	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208311	07/09/26	1529225	DOHERTY , KATHLEEN	12780059EJ_JOB_61	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	53.12	2026 STATEWIDE PRIMARY
208312	07/09/26	1713218	DUFF , ALAN	12780060EJ_JOB_62	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	123.52	2026 STATEWIDE PRIMARY
208313	07/09/26	1713219	ELLER , CHERRLYN FLANAGAN	12780061EJ_JOB_63	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	82.88	2026 STATEWIDE PRIMARY
208314	07/09/26	1711366	ELLINGSON , KATHERINE HEAPES	12780062EJ_JOB_64	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	189.60	2026 STATEWIDE PRIMARY
208315	07/09/26	1592353	ELMBLADE , ALISA	12780063EJ_JOB_65	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	759.36	2026 STATEWIDE PRIMARY
208316	07/09/26	1539121	ERICKSON , CATHY	12780064EJ_JOB_66	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	128.64	2026 STATEWIDE PRIMARY
208317	07/09/26	1539122	ERICKSON JR , RICHARD	12780065EJ_JOB_67	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	128.64	2026 STATEWIDE PRIMARY
208318	07/09/26	1713220	ESAYEV , MAX	12780066EJ_JOB_68	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	148.80	2026 STATEWIDE PRIMARY
208319	07/09/26	1678603	EVERETTE , LEONARD	12780067EJ_JOB_69	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	755.04	2026 STATEWIDE PRIMARY
208320	07/09/26	1356674	FABER , MICHAEL EDWARD	12780068EJ_JOB_70	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	296.46	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208321	07/09/26	1529226	FABICK , SHARON	12780069EJ_JOB_71	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	114.72	2026 STATEWIDE PRIMARY
208322	07/09/26	1656566	FALLER , JULI-ANNE MARY	12780070EJ_JOB_72	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	735.04	2026 STATEWIDE PRIMARY
208323	07/09/26	1713221	FELLOWS , BEVERLY	12780071EJ_JOB_73	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	185.76	2026 STATEWIDE PRIMARY
208324	07/09/26	1713222	FIERBERG , JEFFREY	12780072EJ_JOB_74	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	68.32	2026 STATEWIDE PRIMARY
208325	07/09/26	1713223	FIRESTONE , DEBORAH	12780073EJ_JOB_75	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	163.04	2026 STATEWIDE PRIMARY
208326	07/09/26	1521960	FOUNTAIN-QUINTANA , BRITTANY V	12780074EJ_JOB_76	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	169.20	2026 STATEWIDE PRIMARY
208327	07/09/26	1653258	FOX-GLIESSMAN , DEBRA DAWN	12780075EJ_JOB_77	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	154.24	2026 STATEWIDE PRIMARY
208328	07/09/26	1713224	FRANZ , STEVEN DEAN	12780076EJ_JOB_78	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	183.36	2026 STATEWIDE PRIMARY
208329	07/09/26	1653260	GIBSON , MARIA DELCARMEN	12780077EJ_JOB_79	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	932.58	2026 STATEWIDE PRIMARY
208330	07/09/26	1711367	GILBERT , JAMES	12780078EJ_JOB_80	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	113.44	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208331	07/09/26	1125876	GLOISTEN , KATHLEEN M	12780079EJ_JOB_81	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	113.92	2026 STATEWIDE PRIMARY
208332	07/09/26	1537149	GOLDEN , JOHN	12780080EJ_JOB_82	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	51.52	2026 STATEWIDE PRIMARY
208333	07/09/26	1656571	GRABOSKI , JOHN	12780081EJ_JOB_83	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	162.72	2026 STATEWIDE PRIMARY
208334	07/09/26	1656572	GRABOSKI , VIRGINIA MARIE	12780082EJ_JOB_84	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	119.20	2026 STATEWIDE PRIMARY
208335	07/09/26	1713225	GRANATH , JAMES	12780083EJ_JOB_85	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	103.20	2026 STATEWIDE PRIMARY
208336	07/09/26	1656573	GRANT , AMY	12780084EJ_JOB_86	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	147.84	2026 STATEWIDE PRIMARY
208337	07/09/26	1713226	GSCHWENDTNER , BARBARA	12780085EJ_JOB_87	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	128.96	2026 STATEWIDE PRIMARY
208338	07/09/26	1592365	GULLION , LYNNE MARIE	12780086EJ_JOB_88	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	193.92	2026 STATEWIDE PRIMARY
208339	07/09/26	1711368	HAMMERBECK , KATHRYN	12780087EJ_JOB_89	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	193.28	2026 STATEWIDE PRIMARY
208340	07/09/26	1582099	HAMMERSMITH , JAMES	12780088EJ_JOB_90	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	771.04	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208341	07/09/26	1713227	HAMPTON , CHARLOTTE	12780089EJ_JOB_91	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	185.44	2026 STATEWIDE PRIMARY
208342	07/09/26	1539140	HANRAHAN , PATRICIA	12780090EJ_JOB_92	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	826.74	2026 STATEWIDE PRIMARY
208343	07/09/26	1521962	HANSON , MILLARD D	12780091EJ_JOB_93	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	328.16	2026 STATEWIDE PRIMARY
208344	07/09/26	1641398	HARCHARIK , BRIANA	12780092EJ_JOB_94	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	121.60	2026 STATEWIDE PRIMARY
208345	07/09/26	1448857	HARRIS , LINDA	12780093EJ_JOB_95	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	102.08	2026 STATEWIDE PRIMARY
208346	07/09/26	1565569	HARRIS , VINCE	12780094EJ_JOB_96	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	934.74	2026 STATEWIDE PRIMARY
208347	07/09/26	1620093	HAWKINS , KATHERINE	12780095EJ_JOB_97	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	116.48	2026 STATEWIDE PRIMARY
208348	07/09/26	1592368	HAWKINS , WILLIAM	12780096EJ_JOB_98	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	93.92	2026 STATEWIDE PRIMARY
208349	07/09/26	1171174	HENNING , LILLIAN JOYCE	12780097EJ_JOB_99	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	121.60	2026 STATEWIDE PRIMARY
208350	07/09/26	1529229	HERLIN , CAROLYN	12780098EJ_JOB_100	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	746.88	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208351	07/09/26	1005532	HERRING , KATHERINE	12780099EJ_JOB_101	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	407.20	2026 STATEWIDE PRIMARY
208352	07/09/26	1513857	HILL , BRIAN LEE	12780100EJ_JOB_102	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	104.64	2026 STATEWIDE PRIMARY
208353	07/09/26	1657088	HINZ , DEBRA KAY	12780101EJ_JOB_103	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	102.72	2026 STATEWIDE PRIMARY
208354	07/09/26	1713228	HOLZEM , MADELINE SURICO	12780102EJ_JOB_104	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	116.00	2026 STATEWIDE PRIMARY
208355	07/09/26	1539147	HOODAK , MARTHA	12780103EJ_JOB_105	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	99.36	2026 STATEWIDE PRIMARY
208356	07/09/26	1622571	HOSLER , RANDAL	12780104EJ_JOB_106	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	134.40	2026 STATEWIDE PRIMARY
208357	07/09/26	1690463	HOUSTON , SHANNA SUE	12780105EJ_JOB_107	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	115.84	2026 STATEWIDE PRIMARY
208358	07/09/26	1529230	HOWELL , CHARLES	12780106EJ_JOB_108	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	319.52	2026 STATEWIDE PRIMARY
208359	07/09/26	1620095	HUMPHREY , KAREN	12780107EJ_JOB_109	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	128.96	2026 STATEWIDE PRIMARY
208360	07/09/26	1678606	HUSSON , JEFFRY ROBERT	12780108EJ_JOB_110	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	187.36	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208361	07/09/26	1469998	INGRANDO , DELLA B	12780109EJ_JOB_111	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	98.40	2026 STATEWIDE PRIMARY
208362	07/09/26	1539151	JACKSON , JOHN DAVID	12780110EJ_JOB_112	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	90.40	2026 STATEWIDE PRIMARY
208363	07/09/26	1622573	JAMES , CHERYL	12780111EJ_JOB_113	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	121.92	2026 STATEWIDE PRIMARY
208364	07/09/26	1513860	JOHNSON , LINDA	12780112EJ_JOB_114	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	771.12	2026 STATEWIDE PRIMARY
				12780112EJ_JOB_115	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	212.94	2026 STATEWIDE PRIMARY
									Total Payment	**984.06**	
208365	07/09/26	1469999	JOSWICK , PATRICIA L	12780113EJ_JOB_116	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	118.56	2026 STATEWIDE PRIMARY
208366	07/09/26	1713229	KAISER , CATHY LYNNE	12780114EJ_JOB_117	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	116.00	2026 STATEWIDE PRIMARY
208367	07/09/26	1713230	KAZMIER , PHIL	12780115EJ_JOB_118	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	173.76	2026 STATEWIDE PRIMARY
208368	07/09/26	1713231	KELLER , JEFFREY	12780116EJ_JOB_119	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	117.44	2026 STATEWIDE PRIMARY
208369	07/09/26	1448859	KINDER , DEBORAH L	12780117EJ_JOB_120	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	151.84	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208370	07/09/26	1529233	KOWALSKI , KARREN	12780118EJ_JOB_121	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	129.60	2026 STATEWIDE PRIMARY
208371	07/09/26	1539156	KRIEGER , BENJAMIN	12780119EJ_JOB_123	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	164.16	2026 STATEWIDE PRIMARY
				12780119EJ_JOB_122	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	333.00	2026 STATEWIDE PRIMARY
									Total Payment	**497.16**	
208372	07/09/26	1529235	KROL , KATHLEEN	12780120EJ_JOB_124	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	126.08	2026 STATEWIDE PRIMARY
208373	07/09/26	1713232	KUBEREIT , BARBARA	12780121EJ_JOB_125	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	182.24	2026 STATEWIDE PRIMARY
208374	07/09/26	1713233	LACERTE , KATHRYN	12780122EJ_JOB_126	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	100.80	2026 STATEWIDE PRIMARY
208375	07/09/26	1657099	LATIMER , ELLEN	12780123EJ_JOB_127	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	720.32	2026 STATEWIDE PRIMARY
208376	07/09/26	1582104	LAU , CLIFFORD	12780124EJ_JOB_128	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	132.96	2026 STATEWIDE PRIMARY
208377	07/09/26	1653269	LEHMAN , WILLIAM H	12780125EJ_JOB_129	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	852.48	2026 STATEWIDE PRIMARY
208378	07/09/26	1713234	LEVITT , BARBARA	12780126EJ_JOB_130	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	98.24	2026 STATEWIDE PRIMARY
208379	07/09/26	1653270	LEVY , OCTOBER ANN	12780127EJ_JOB_131	00100	12500	ELECTIONS AND	447400	Election Judges/Referee	114.40	2026 STATEWIDE

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
							REGISTRATION		Fees		PRIMARY
208380	07/09/26	1622575	LEWEY , BEVERLY	12780128EJ_JOB_132	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	158.40	2026 STATEWIDE PRIMARY
208381	07/09/26	1713235	LEWIS , MARCELLUS	12780129EJ_JOB_133	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	144.96	2026 STATEWIDE PRIMARY
208382	07/09/26	1123626	LILLY , KREGG BRYAN	12780130EJ_JOB_134	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	304.80	2026 STATEWIDE PRIMARY
208383	07/09/26	1104006	LINDNER , PATRICIA G	12780131EJ_JOB_135	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	184.32	2026 STATEWIDE PRIMARY
208384	07/09/26	1582106	LOCKWOOD , STEVEN	12780132EJ_JOB_136	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	166.24	2026 STATEWIDE PRIMARY
208385	07/09/26	1653271	LOPATA , LESLIE FADEN	12780133EJ_JOB_137	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	148.00	2026 STATEWIDE PRIMARY
208386	07/09/26	1592383	LOPEZ , CARLOS M	12780134EJ_JOB_138	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	900.36	2026 STATEWIDE PRIMARY
208387	07/09/26	1631239	MAAS , KENNETH W	12780135EJ_JOB_139	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	144.64	2026 STATEWIDE PRIMARY
208388	07/09/26	1582129	MARRIS , ALICE	12780136EJ_JOB_140	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	103.20	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208389	07/09/26	1171106	MARTINEZ , RUBY JOANN	12780137EJ_JOB_141	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	39.68	2026 STATEWIDE PRIMARY
208390	07/09/26	1537160	MARTINEZ , STEVEN	12780138EJ_JOB_142	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	141.28	2026 STATEWIDE PRIMARY
208391	07/09/26	1582107	MATESE , CRYSTAL	12780139EJ_JOB_144	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	160.56	2026 STATEWIDE PRIMARY
				12780139EJ_JOB_143	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	764.10	2026 STATEWIDE PRIMARY
									Total Payment	**924.66**	
208392	07/09/26	1656590	MAZZ , VINCENT MICHAEL	12780140EJ_JOB_145	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	747.68	2026 STATEWIDE PRIMARY
208393	07/09/26	1711369	MCDERMOTT , STEVEN MARK	12780141EJ_JOB_146	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	50.40	2026 STATEWIDE PRIMARY
208394	07/09/26	1711370	MCDOUGALL , DENISE	12780142EJ_JOB_147	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	275.84	2026 STATEWIDE PRIMARY
208395	07/09/26	1653274	MCEOWEN , BRIDGET ANNE	12780143EJ_JOB_148	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	114.24	2026 STATEWIDE PRIMARY
208396	07/09/26	1713236	MCGRAW , KAREN WINSTEAD	12780144EJ_JOB_149	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	116.32	2026 STATEWIDE PRIMARY
208397	07/09/26	1713237	MCINTYRE , NANCY JOANNE	12780145EJ_JOB_150	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	101.28	2026 STATEWIDE PRIMARY
208398	07/09/26	1713238	MCLANE , TERESE	12780146EJ_JOB_151	00100	12500	ELECTIONS AND	447400	Election Judges/Referee	97.44	2026 STATEWIDE

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
							REGISTRATION		Fees		PRIMARY
208399	07/09/26	1713239	MEDLOCK , DISA	12780147EJ_JOB_152	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	53.92	2026 STATEWIDE PRIMARY
208400	07/09/26	1713240	METSKER , ABIGAIL	12780148EJ_JOB_153	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	157.44	2026 STATEWIDE PRIMARY
208401	07/09/26	1678608	MIERAU , ROBERT	12780149EJ_JOB_154	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	409.32	2026 STATEWIDE PRIMARY
208402	07/09/26	1631240	MILES , BARBARA LYNNE	12780150EJ_JOB_155	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	98.40	2026 STATEWIDE PRIMARY
208403	07/09/26	1653275	MINCH , KEITH EUGENE	12780151EJ_JOB_157	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	157.50	2026 STATEWIDE PRIMARY
				12780151EJ_JOB_156	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	296.46	2026 STATEWIDE PRIMARY
									Total Payment	**453.96**	
208404	07/09/26	1409740	MISARE , SALLY A	12780152EJ_JOB_158	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	839.88	2026 STATEWIDE PRIMARY
208405	07/09/26	1653276	MITCHELL , JO ELLEN	12780153EJ_JOB_159	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	123.04	2026 STATEWIDE PRIMARY
208406	07/09/26	1713241	MOCK , DONNA	12780154EJ_JOB_160	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	190.08	2026 STATEWIDE PRIMARY
208407	07/09/26	1713242	MONAHAN , JOHN	12780155EJ_JOB_161	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	76.00	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208408	07/09/26	1713243	MONAHAN , ROCHELLE	12780156EJ_JOB_162	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	74.40	2026 STATEWIDE PRIMARY
208409	07/09/26	1123649	MURPHY , PATRICIA JANIECE	12780157EJ_JOB_163	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	50.72	2026 STATEWIDE PRIMARY
208410	07/09/26	1713244	MURRAY , JANELL JOY	12780158EJ_JOB_164	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	114.88	2026 STATEWIDE PRIMARY
208411	07/09/26	1690467	NICHOLAS , RONALD	12780159EJ_JOB_165	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	105.12	2026 STATEWIDE PRIMARY
208412	07/09/26	1713245	NICOLSON , BARBARA	12780160EJ_JOB_166	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	60.48	2026 STATEWIDE PRIMARY
208413	07/09/26	1582110	NORTH , DONALD	12780161EJ_JOB_167	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	125.44	2026 STATEWIDE PRIMARY
208414	07/09/26	1713246	NUGENT , JENNIFER	12780162EJ_JOB_168	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	41.12	2026 STATEWIDE PRIMARY
208415	07/09/26	1713247	O'ROURKE , SUSAN	12780163EJ_JOB_169	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	133.92	2026 STATEWIDE PRIMARY
208416	07/09/26	1582111	ORT , JULIE	12780164EJ_JOB_170	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	46.08	2026 STATEWIDE PRIMARY
208417	07/09/26	1529242	PARKER , BRIGITTE	12780165EJ_JOB_171	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	502.92	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208418	07/09/26	1164841	PARKER , JERRY LEIGHTON	12780166EJ_JOB_172	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	330.72	2026 STATEWIDE PRIMARY
208419	07/09/26	1620100	PEREZ , IVONNE	12780167EJ_JOB_173	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	683.52	2026 STATEWIDE PRIMARY
208420	07/09/26	1448861	PETERS , JANELLE I	12780168EJ_JOB_174	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	835.56	2026 STATEWIDE PRIMARY
208421	07/09/26	1713248	PETERSEN , MARY LOU BELVIS	12780169EJ_JOB_175	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	145.44	2026 STATEWIDE PRIMARY
208422	07/09/26	1539178	PIPAL , TOM	12780170EJ_JOB_176	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	105.44	2026 STATEWIDE PRIMARY
208423	07/09/26	1136969	RAMSEY , MARY	12780171EJ_JOB_177	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	66.88	2026 STATEWIDE PRIMARY
208424	07/09/26	1470006	READ , EDWARD J	12780172EJ_JOB_178	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	286.72	2026 STATEWIDE PRIMARY
208425	07/09/26	1641403	REED , HATTIE LOU	12780173EJ_JOB_179	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	153.44	2026 STATEWIDE PRIMARY
208426	07/09/26	1713249	ROGERS , THOM	12780174EJ_JOB_180	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	114.72	2026 STATEWIDE PRIMARY
208427	07/09/26	1537173	ROPER , MARLA GAYE	12780175EJ_JOB_181	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	129.12	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208428	07/09/26	1409741	RYDER , LYNETTE J	12780176EJ_JOB_182	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	508.68	2026 STATEWIDE PRIMARY
208429	07/09/26	1565573	SACCARDI-WILLIAMS , CHRISTINE	12780177EJ_JOB_183	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	153.12	2026 STATEWIDE PRIMARY
208430	07/09/26	1678611	SARJEANT , JAMES	12780178EJ_JOB_184	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	149.12	2026 STATEWIDE PRIMARY
208431	07/09/26	1539198	SATCHELL , JOYCE	12780179EJ_JOB_185	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	34.72	2026 STATEWIDE PRIMARY
208432	07/09/26	1592418	SCHNEIDER , TIMOTHY S	12780180EJ_JOB_186	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	50.40	2026 STATEWIDE PRIMARY
208433	07/09/26	1356734	SCHOEBERL , SHIRLEY M	12780181EJ_JOB_187	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	100.00	2026 STATEWIDE PRIMARY
208434	07/09/26	1513871	SHEARER , PAMELA	12780182EJ_JOB_188	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	131.52	2026 STATEWIDE PRIMARY
208435	07/09/26	1690469	SHERMAN , RONALD	12780183EJ_JOB_189	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	98.72	2026 STATEWIDE PRIMARY
208436	07/09/26	1713250	SHUTT , SANDRA	12780184EJ_JOB_190	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	35.68	2026 STATEWIDE PRIMARY
208437	07/09/26	1582115	SIMMONS , SALLY	12780185EJ_JOB_191	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	100.32	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208438	07/09/26	1690470	SIMONSON , SIDNEY E	12780186EJ_JOB_192	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	116.48	2026 STATEWIDE PRIMARY
208439	07/09/26	1690471	SIMPSON-SCHULTZ , SHERI	12780187EJ_JOB_193	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	142.38	2026 STATEWIDE PRIMARY
208440	07/09/26	1620103	SINOPOLI , LISA	12780188EJ_JOB_194	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	182.56	2026 STATEWIDE PRIMARY
208441	07/09/26	1620104	SLOAN , LELAND	12780189EJ_JOB_195	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	317.28	2026 STATEWIDE PRIMARY
208442	07/09/26	1539205	SMITH , NORMAN	12780190EJ_JOB_196	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	180.32	2026 STATEWIDE PRIMARY
208443	07/09/26	1713251	SOO , JOHN	12780191EJ_JOB_197	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	69.60	2026 STATEWIDE PRIMARY
208444	07/09/26	1641405	SPRIGG , NANCEE KATHLEEN	12780192EJ_JOB_198	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	144.80	2026 STATEWIDE PRIMARY
208445	07/09/26	1539209	STOCKMYER , MILTON	12780193EJ_JOB_199	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	37.12	2026 STATEWIDE PRIMARY
208446	07/09/26	1356740	STOMMEL , KATHY IRENE	12780194EJ_JOB_200	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	168.64	2026 STATEWIDE PRIMARY
208447	07/09/26	1539211	STRAHL , BERNICE	12780195EJ_JOB_201	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	103.20	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208448	07/09/26	1713252	STRALEY , JANIS	12780196EJ_JOB_202	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	179.20	2026 STATEWIDE PRIMARY
208449	07/09/26	1713253	STRAUSS , CHARLES	12780197EJ_JOB_203	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	99.04	2026 STATEWIDE PRIMARY
208450	07/09/26	1713254	SUTTER , DARL	12780198EJ_JOB_204	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	101.76	2026 STATEWIDE PRIMARY
208451	07/09/26	1125741	TAYLOR , DAVID	12780199EJ_JOB_205	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	181.76	2026 STATEWIDE PRIMARY
208452	07/09/26	1713255	THOMAS , BETH-ANNE	12780200EJ_JOB_206	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	185.92	2026 STATEWIDE PRIMARY
208453	07/09/26	1620108	THRONE , VICKI	12780201EJ_JOB_207	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	116.80	2026 STATEWIDE PRIMARY
208454	07/09/26	1075189	TRAUTMANN , BRUCE	12780202EJ_JOB_208	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	180.64	2026 STATEWIDE PRIMARY
208455	07/09/26	1592426	TRIPP , KIMBERLY D	12780203EJ_JOB_209	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	81.76	2026 STATEWIDE PRIMARY
208456	07/09/26	1582119	TROUTMAN , EUGENE	12780204EJ_JOB_210	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	174.40	2026 STATEWIDE PRIMARY
208457	07/09/26	1356744	TRUJILLO , DEBORAH L	12780205EJ_JOB_211	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	151.20	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208458	07/09/26	1123705	TUCKER , JANEEN E	12780206EJ_JOB_212	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	120.32	2026 STATEWIDE PRIMARY
208459	07/09/26	1171192	TUMEY , PHYLLIS A	12780207EJ_JOB_213	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	513.00	2026 STATEWIDE PRIMARY
208460	07/09/26	1713256	UPTON , CAROLYN	12780208EJ_JOB_214	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	50.40	2026 STATEWIDE PRIMARY
208461	07/09/26	1539216	USECHEK , DAVID	12780209EJ_JOB_215	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	125.28	2026 STATEWIDE PRIMARY
208462	07/09/26	1631243	VARNELL-SARJEANT , JULIA	12780210EJ_JOB_216	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	153.92	2026 STATEWIDE PRIMARY
208463	07/09/26	1409743	VITEK , MICHAEL R	12780211EJ_JOB_217	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	145.60	2026 STATEWIDE PRIMARY
208464	07/09/26	1537182	VOGEL , RICHARD	12780212EJ_JOB_218	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	816.66	2026 STATEWIDE PRIMARY
208465	07/09/26	1713257	VONSTEIN , PAUL	12780213EJ_JOB_219	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	182.40	2026 STATEWIDE PRIMARY
208466	07/09/26	1529248	WARREN , DIANA	12780214EJ_JOB_220	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	116.16	2026 STATEWIDE PRIMARY
208467	07/09/26	1653290	WATKINS , JULI ANNE	12780215EJ_JOB_221	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	162.72	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208468	07/09/26	1713258	WATT , JEANNE	12780216EJ_JOB_222	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	98.40	2026 STATEWIDE PRIMARY
208469	07/09/26	1713259	WEIKUM , DENISE	12780217EJ_JOB_223	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	140.00	2026 STATEWIDE PRIMARY
208470	07/09/26	1529249	WENGER , COLLEEN	12780218EJ_JOB_224	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	132.64	2026 STATEWIDE PRIMARY
208471	07/09/26	1642204	WESTBY , GIESELE LYNN	12780219EJ_JOB_225	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	153.12	2026 STATEWIDE PRIMARY
208472	07/09/26	1529250	WHEELER-CLOUSE , SAMMYE	12780220EJ_JOB_226	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	880.38	2026 STATEWIDE PRIMARY
208473	07/09/26	1338680	WHITE , DONNA KATHLEEN	12780221EJ_JOB_227	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	142.72	2026 STATEWIDE PRIMARY
208474	07/09/26	1539219	WICK , DONALD	12780222EJ_JOB_228	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	99.68	2026 STATEWIDE PRIMARY
208475	07/09/26	1356750	WICK , SHIRLEY A	12780223EJ_JOB_229	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	102.88	2026 STATEWIDE PRIMARY
208476	07/09/26	1592432	WILLIAMS , JERI	12780224EJ_JOB_230	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	187.52	2026 STATEWIDE PRIMARY
208477	07/09/26	1356756	WILSON , LINDA LENORE	12780225EJ_JOB_231	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	96.32	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208478	07/09/26	1713260	WILSON , WAYNE DOUGLAS	12780226EJ_JOB_232	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	87.20	2026 STATEWIDE PRIMARY
208479	07/09/26	1713261	WOODWARD , THOMAS JUDE	12780227EJ_JOB_233	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	147.04	2026 STATEWIDE PRIMARY
208480	07/09/26	1529253	WRIGHT , JOHN	12780228EJ_JOB_234	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	748.16	2026 STATEWIDE PRIMARY
208481	07/09/26	1713262	ZOETEWAY , WILLIAM	12780229EJ_JOB_235	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	188.80	2026 STATEWIDE PRIMARY
									Grand Total:	**52,881.50**	

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Christie Guthrie, Director of Finance

DESCRIPTION: Approval of Vouchers July 28, 2026

SUMMARY: The attached printout lists vouchers and electronic funds transfers requiring Board approval.

Vouchers	$	1,146,894.70
Electronic Funds Transfers	$	
Handwritten Checks	$	3,657,638.45
Purchasing Card Charges	$	
Election Judges	$	43,930.74
TOTAL:	**$**	**4,848,463.89**

All vouchers, electronic fund transfers, and election judge payments have been approved and signed by a department authorized signer or an elected official. The department authorized signer or an elected official acknowledges the item or service is within the approved budgetary spending authority (Colorado Revised Statutes Title 29, Article 1) and is pursuant to Douglas County policies.

RECOMMENDED ACTION: Approval.

REVIEW:

Christie Guthrie	Approve	7/24/2026
Jeff Garcia	Approve	7/24/2026
Doug DeBord	Approve	7/24/2026

ATTACHMENTS:

07.28.26 BOCC

Payment reference	Payment date	Vendor name	Invoice #	Fund	BusinessUnit	BusinessUnit description	MainAccount	MainAccount description	Invoice payment amount
APPM000196	07/28/26	SKAGGS COMPANIES INC	100_A_332906_1	100	23100	CORONER	542400	Clothing and uniforms	544.85
APPM000196 Total									**544.85**
APPM000197	07/28/26	WARNE CHEMICAL & EQUIPMENT CO	001-1047207	200	31550	WEED CONTROL	542100	Operating Supplies / Equipment & Assessories	793.92
APPM000197 Total									**793.92**
APPM000198	07/28/26	COLORADO JUDICIAL DEPARTMENT	JUN2026	100	0	SHERIFF ADMINISTRATION	214111	Due to State - Family Friendly Court	677.00
APPM000198 Total									**677.00**
APPM000199	07/28/26	UNIVERSITY OF COLORADO MEDICINE	FIN-095092	223	28001	DA 23RD - DISTRICT MO ALLOC	554900	Other Professional Services	663.75
APPM000199 Total									**663.75**
APPM000200	07/28/26	WEEKLY, DARREN	080926-081326PERDIEM	100	21100	SHERIFF ADMINISTRATION	557100	Travel Expense	248.00
APPM000200 Total									**248.00**
APPM000201	07/28/26	PUBLICATION PRINTERS CORPORATION	172455	100	11600	PUBLIC AFFAIRS	551100	Postage & Delivery Service	40,892.21
APPM000201 Total									**40,892.21**
APPM000202	07/28/26	N & D TREE	00831-I	100	51100	PARK MAINTENANCE	554900	Other Professional Services	2,750.00
APPM000202 Total									**2,750.00**
APPM000203	07/28/26	ANARCHY OUTDOORS	3119	220	22680	SWAT TEAM – LEA	542400	Clothing and uniforms	700.96
APPM000203 Total									**700.96**
APPM000204	07/28/26	PEDALPOINT EVTERRA RECYCLING LLC	INV-24273	275	32500	SOLID WASTE DISPOSAL	564400	Waste disposal services	11,874.06
APPM000204 Total									**11,874.06**
APPM000205	07/28/26	US DOOR AND DOCK SERVICE	409	250	53500	OPEN SPACE OPERATIONS & MAINTENANCE	555900	Other Repair & Maintenance Services	8,383.77
APPM000205	07/28/26	US DOOR AND DOCK SERVICE	410	250	53500	OPEN SPACE OPERATIONS & MAINTENANCE	555900	Other Repair & Maintenance Services	2,200.00
APPM000205 Total									**10,583.77**
APPM000206	07/28/26	MEGHAN LEE	24T3882	100	19700	COMMUNITY JUSTICE SERVICES	554900	Other Professional Services	120.00
APPM000206 Total									**120.00**
APPM000207	07/29/26	PRECISION DYNAMICS CORPORATION	9362239373	100	21500	DETENTION	543500	Prisoner Supplies	901.08
APPM000207 Total									**901.08**
APPM000208	07/29/26	PINERY HOMEOWNERS ASSOCIATION	349	250	53500	OPEN SPACE OPERATIONS & MAINTENANCE	556170	Security Services	528.18
APPM000208 Total									**528.18**
APPM000209	07/29/26	TRANSOFT SOLUTIONS INC	TSUS-21014	100	30200	ENGINEERING	555400	Software/Hardware Support & Maintenance	2,100.00
APPM000209 Total									**2,100.00**
APPM000210	07/29/26	ICON ENGINEERING INC	20860	200	31685	CIP - DRAINAGE FUND 200	554900	Other Professional Services	18,793.13
APPM000210 Total									**18,793.13**
APPM000211	07/29/26	SCHWEIZER EMBLEM COMPANY	27041	100	21500	DETENTION	542400	Clothing and uniforms	1,864.00
APPM000211 Total									**1,864.00**
APPM000212	07/29/26	MATRIX DESIGN GROUP INC	0000050759	230	31381	CIP - MAINTENANCE FUND 230	610200	Major Maintenance of Assets	33,420.52
APPM000212 Total									**33,420.52**
APPM000213	07/29/26	3M COMPANY	9438667864	200	31600	ENG - TRAFFIC SIGNS / STRIPING	545700	Sign Parts & Supplies	1,432.50
APPM000213 Total									**1,432.50**
APPM000214	07/29/26	SOURCE OFFICE & TECHNOLOGY	5016098-0	100	21500	DETENTION	541100	Office Supplies	462.00
APPM000214 Total									**462.00**
APPM000215	07/29/26	LIGHTING ACCESSORY & WARNING SYSTEMS	27286	220	22150	TRAFFIC SECTION	545300	Equipment and motor vehicle parts	1,088.80
APPM000215 Total									**1,088.80**
APPM000216	07/29/26	ABSOLUTE GRAPHICS INC	36581	100	21500	DETENTION	542400	Clothing and uniforms	4,383.50
APPM000216	07/29/26	ABSOLUTE GRAPHICS INC	36831	220	22100	PATROL - LEA	542400	Clothing and uniforms	189.98
APPM000216	07/29/26	ABSOLUTE GRAPHICS INC	36829	100	21100	SHERIFF ADMINISTRATION	542400	Clothing and uniforms	243.00
APPM000216	07/29/26	ABSOLUTE GRAPHICS INC	36830	220	22680	SWAT TEAM – LEA	542400	Clothing and uniforms	333.20
APPM000216	07/29/26	ABSOLUTE GRAPHICS INC	36833	220	22680	SWAT TEAM – LEA	542400	Clothing and uniforms	73.12
APPM000216 Total									**5,222.80**
APPM000217	07/29/26	WELLSPRING COMMUNITY	IDDHouse626	215	45100	DEVELOPMENTAL DISABILITIES-ADM	575300	Developmental Disabilities Grant	38,010.06
APPM000217 Total									**38,010.06**
APPM000218	07/29/26	ROCKY TOP RESOURCES INC	921042	275	32600	BIOCHAR	554900	Other Professional Services	7,000.00
APPM000218 Total									**7,000.00**
APPM000219	07/29/26	QDC RANCH SERVICES LLC	2530	250	53500	OPEN SPACE OPERATIONS & MAINTENANCE	554900	Other Professional Services	2,266.25
APPM000219 Total									**2,266.25**
APPM000220	07/29/26	PHOENIX SUPPLY LLC	41193	100	21500	DETENTION	543500	Prisoner Supplies	3,823.20
APPM000220 Total									**3,823.20**
APPM000221	07/29/26	WESTERN PAPER DISTRIBUTORS	5498966	100	19150	JUSTICE CENTER FACILITY MGMT	542300	Janitorial Supplies	2,593.04
APPM000221	07/29/26	WESTERN PAPER DISTRIBUTORS	5498967	100	19150	JUSTICE CENTER FACILITY MGMT	542300	Janitorial Supplies	1,497.16
APPM000221	07/29/26	WESTERN PAPER DISTRIBUTORS	5499352	100	55200	FAIRGROUND OPERATIONS	542300	Janitorial Supplies	7,754.21
APPM000221	07/29/26	WESTERN PAPER DISTRIBUTORS	5494935	100	55200	FAIRGROUND OPERATIONS	542300	Janitorial Supplies	19.73
APPM000221	07/29/26	WESTERN PAPER DISTRIBUTORS	5498965	100	21500	DETENTION	542300	Janitorial Supplies	3,476.55
APPM000221 Total									**15,340.69**

APPM000222	07/29/26	53 CORPORATION LLC	062626-02	200	31685	CIP - DRAINAGE FUND 200	610300	Major Maintenance Repair Projects	69,471.50
APPM000222 Total									**69,471.50**
APPM000223	07/29/26	JOHN ELWAY CHEVROLET	7429/063026	100	19910	FLEET MAINTENANCE	545300	Equipment and motor vehicle parts	19,385.44
APPM000223 Total									**19,385.44**
APPM000224	07/29/26	ACORN PETROLEUM INC	0049578-IN	100	19910	FLEET MAINTENANCE	545200	Fleet Tank Fuel	1,963.24
APPM000224	07/29/26	ACORN PETROLEUM INC	0043865-IN	100	19910	FLEET MAINTENANCE	545200	Fleet Tank Fuel	22,515.60
APPM000224	07/29/26	ACORN PETROLEUM INC	0043360-IN	100	19910	FLEET MAINTENANCE	545200	Fleet Tank Fuel	19,473.21
APPM000224	07/29/26	ACORN PETROLEUM INC	0044089-IN	100	19910	FLEET MAINTENANCE	545200	Fleet Tank Fuel	24,651.42
APPM000224	07/29/26	ACORN PETROLEUM INC	0044284-IN	100	19910	FLEET MAINTENANCE	545200	Fleet Tank Fuel	24,514.89
APPM000224	07/29/26	ACORN PETROLEUM INC	0050161-IN	100	19910	FLEET MAINTENANCE	545200	Fleet Tank Fuel	997.48
APPM000224 Total									**94,115.84**
APPM000225	07/29/26	TST INFRASTRUCTURE LLC	12266	350	72411	BANNOCK DR LID 2023	554900	Other Professional Services	13,357.50
APPM000225	07/29/26	TST INFRASTRUCTURE LLC	12265	350	72430	SPRING CANYON LID	554900	Other Professional Services	142,278.40
APPM000225 Total									**155,635.90**
APPM000226	07/29/26	TRINITY SERVICES GROUP INC	3011500247	100	21500	DETENTION	556270	Inmate Meals	14,861.37
APPM000226	07/29/26	TRINITY SERVICES GROUP INC	3011500243	100	21500	DETENTION	556270	Inmate Meals	15,126.72
APPM000226 Total									**29,988.09**
APPM000227	07/29/26	AGING RESOURCES OF DOUGLAS COUNTY	1141	100	16710	SENIOR COUNCIL	554900	Other Professional Services	12,340.46
APPM000227 Total									**12,340.46**
APPM000228	07/29/26	JON P DICKEY LLC	26DC13	100	24100	BUILDING DEVELOPMENT SERVICES	554900	Other Professional Services	2,400.00
APPM000228 Total									**2,400.00**
APPM000229	07/29/26	SANDOVAL ELEVATOR COMPANY LLC	14789	100	19150	JUSTICE CENTER FACILITY MGMT	555900	Other Repair & Maintenance Services	715.40
APPM000229 Total									**715.40**
APPM000230	07/29/26	WEIS, KEITH	062226-062626	295	29500	RMHIDTA MGMT & COORDINATION	557100	Travel Expense	1,676.97
APPM000230	07/29/26	WEIS, KEITH	071326-071526	295	29500	RMHIDTA MGMT & COORDINATION	557100	Travel Expense	753.17
APPM000230 Total									**2,430.14**
APPM000231	07/29/26	STRONG CONTRACTORS INC	DC-45	100	19100	FACILITIES ADMINISTRATION	555900	Other Repair & Maintenance Services	790.00
APPM000231 Total									**790.00**
APPM000232	07/29/26	WELLPATH LLC	INV0141030	100	21500	DETENTION	554100	Medical, Dental & Vet Services	398,609.11
APPM000232	07/29/26	WELLPATH LLC	INV0141031	100	21500	DETENTION	554100	Medical, Dental & Vet Services	41,466.57
APPM000232 Total									**440,075.68**
APPM000233	07/29/26	SOURCES INC	50973	200	31400	MAINTENANCE OF CONDITION	542400	Clothing and uniforms	479.24
APPM000233 Total									**479.24**
APPM000234	07/29/26	WESTON SOLUTIONS INC	JUL2026-01478	200	31400	MAINTENANCE OF CONDITION	554900	Other Professional Services	4,207.50
APPM000234	07/29/26	WESTON SOLUTIONS INC	Jul2026-00781	275	32600	BIOCHAR	554900	Other Professional Services	5,026.25
APPM000234 Total									**9,233.75**
APPM000235	07/29/26	WICHT, JEREMY	071226-071326	295	29550	RMHIDTA TRAINING	557100	Travel Expense	264.47
APPM000235 Total									**264.47**
APPM000236	07/29/26	OLSSON INC	582641	230	31384	CIP - TRAFFIC FUND 230	554900	Other Professional Services	24,108.06
APPM000236 Total									**24,108.06**
APPM000237	07/29/26	ROCKY MOUNTAIN MAIL SERVICES	07022026	100	0	FACILITIES ADMINISTRATION	151100	Prepaid Expenses	40,000.00
APPM000237 Total									**40,000.00**
APPM000238	07/29/26	ALKU TECHNOLOGIES LLC	696092	100	18950	IT TECH PROJECTS	531100	Contract work / Temporary agency	6,000.00
APPM000238 Total									**6,000.00**
APPM000239	07/29/26	WILSON, ZANE A	071326-071726PERDIEM	217	46100	DC HEALTH DEPT ADMIN	557100	Travel Expense	352.00
APPM000239 Total									**352.00**
APPM000240	07/29/26	OTODATA TECHNOLOGIES USA INC	INV571997	100	19100	FACILITIES ADMINISTRATION	555400	Software/Hardware Support & Maintenance	15.00
APPM000240 Total									**15.00**
APPM000241	07/29/26	WAITWELL INC	4708	100	21350	TECHNOLOGY SECTION	547600	Controllable Assets - Computer Software / License	8,376.00
APPM000241 Total									**8,376.00**
APPM000242	07/29/26	TEAM LABORATORY CHEMICAL LLC	INV0052264	200	31400	MAINTENANCE OF CONDITION	546300	Dust suppressant	22,000.00
APPM000242 Total									**22,000.00**
APPM000243	07/29/26	VARELA, VANESSA N	071326-071726PERDIEM	217	46100	DC HEALTH DEPT ADMIN	557100	Travel Expense	352.00
APPM000243 Total									**352.00**
APPM000244	07/29/26	MARATHON LEADERSHIP LLC	063026	200	31100	ROAD AND BRIDGE ADMIN	558100	Conference, seminars, training fees	5,953.00
APPM000244 Total									**5,953.00**
APPM000245	07/29/26	TAILOR STUDIO	14767	100	21120	ACADEMY TRAINING	542400	Clothing and uniforms	311.00
APPM000245 Total									**311.00**
Grand Total									**1,146,894.70**

HANDWRITES

Payment reference	Payment date	Vendor name	Invoice #	Fund	BusinessUnit	BusinessUnit description	MainAccount	MainAccount description	Invoice payment amount
APPM000097	07/16/26	UNITED STATES TREASURY	PCORI Fees 2025	100	0	HUMAN RESOURCES	219803	Accrued TRP / PCORI fees	10,863.36
APPM000097 Total									**10,863.36**
APPM000098	07/16/26	PUEBLO DODGE CHRYSLER JEEP RAM	267027	223	28001	DA 23RD - DISTRICT MO ALLOC	674200	Cars, Vans, Pickups	40,283.00
APPM000098 Total									**40,283.00**
APPM000099	07/16/26	ROCKY MOUNTAIN CONTAINERS	3823	275	32500	SOLID WASTE DISPOSAL	547100	Controllable Assets - Buildings / Structures	19,356.00
APPM000099 Total									**19,356.00**
APPM000104	07/17/26	AMERICAN TOWER CORPORATION	AUG2026	100	19150	JUSTICE CENTER FACILITY MGMT	565100	Facility / Building / Land Rental	3,533.59
APPM000104 Total									**3,533.59**
APPM000105	07/17/26	AUTOMATED BUILDING SOLUTIONS INC	A3847.2	240	33215	JUSTICE CNTR FACIL IMPRVMNTS	674900	Other Machinery & Equipment	28,244.00
APPM000105 Total									**28,244.00**
APPM000106	07/17/26	BLACK HILLS ENERGY	4504228038/071026	100	55200	FAIRGROUND OPERATIONS	564200	Gas	27.12
APPM000106 Total									**27.12**
APPM000107	07/17/26	BLACK HILLS ENERGY	0459202297/071026	100	55200	FAIRGROUND OPERATIONS	564200	Gas	512.00
APPM000107 Total									**512.00**
APPM000108	07/17/26	BLACK HILLS ENERGY	8021071449/071026	100	55200	FAIRGROUND OPERATIONS	564200	Gas	232.29
APPM000108 Total									**232.29**
APPM000109	07/17/26	BLACK HILLS ENERGY	2915708002/071026	100	55200	FAIRGROUND OPERATIONS	564200	Gas	168.24
APPM000109 Total									**168.24**
APPM000110	07/17/26	BLACK HILLS ENERGY	2054737143/071026	100	55200	FAIRGROUND OPERATIONS	564200	Gas	1,025.61
APPM000110 Total									**1,025.61**
APPM000111	07/17/26	BLACK HILLS ENERGY	3257275256/071026	100	55200	FAIRGROUND OPERATIONS	564200	Gas	154.71
APPM000111 Total									**154.71**
APPM000112	07/17/26	BLACK HILLS ENERGY	2468115937/071026	100	55200	FAIRGROUND OPERATIONS	564200	Gas	33.49
APPM000112 Total									**33.49**
APPM000113	07/17/26	BREADCRUMBS USA INC	026050001	100	23150	MAJOR CRIMES SECTION	547600	Controllable Assets - Computer Software / License	12,000.00
APPM000113 Total									**12,000.00**
APPM000114	07/17/26	COLORADO DEPARTMENT OF HUMAN SERVICES	JUN2026	100	0	CLERK & RECORDER	214106	Due to State - Marriage license - Human Services	7,960.00
APPM000114 Total									**7,960.00**
APPM000115	07/17/26	CUSHING TERRELL	212399	200	31681	CIP - MAINTENANCE FUND 200	673100	Roads, Streets, Drainage - Engineering	11,462.40
APPM000115 Total									**11,462.40**
APPM000116	07/17/26	DESIGN CONCEPTS CLA INC	0024343	260	52125	REGIONAL PARKS - FUND 260	673400	Parks & Recreation Improvements	12,303.45
APPM000116	07/17/26	DESIGN CONCEPTS CLA INC	0024271	260	52125	REGIONAL PARKS - FUND 260	673400	Parks & Recreation Improvements	23,384.05
APPM000116 Total									**35,687.50**
APPM000117	07/17/26	DEVELOPMENTAL PATHWAYS INC	JUN2026	215	45100	DEVELOPMENTAL DISABILITIES-ADM	554900	Other Professional Services	2,523,512.07
APPM000117 Total									**2,523,512.07**
APPM000118	07/17/26	DOC-11045 LANSING CIRCLE MOB LLC	2026AUGLEASE	100	19100	FACILITIES ADMINISTRATION	565100	Facility / Building / Land Rental	227,167.08
APPM000118 Total									**227,167.08**
APPM000119	07/17/26	DOUGLAS COUNTY DEPUTY SHERIFF'S ASSOCIATION	13136	245	47100	RUETER-HESS REC OPS & MAINT	554900	Other Professional Services	272.00
APPM000119 Total									**272.00**
APPM000120	07/17/26	MAINTENANCE RESOURCES INC	2607050	100	19100	FACILITIES ADMINISTRATION	555500	Repair & Maintenance Service Contracts	29,811.00
APPM000120	07/17/26	MAINTENANCE RESOURCES INC	2607054	100	19175	HIGHLANDS RANCH SUBSTATION FAC	555500	Repair & Maintenance Service Contracts	5,512.00
APPM000120	07/17/26	MAINTENANCE RESOURCES INC	2607053	100	19100	FACILITIES ADMINISTRATION	555500	Repair & Maintenance Service Contracts	618.00
APPM000120	07/17/26	MAINTENANCE RESOURCES INC	2607055	100	19180	UNIFIED METROPOLITAN FORENSIC	555500	Repair & Maintenance Service Contracts	1,725.00
APPM000120 Total									**37,666.00**
APPM000121	07/17/26	PINERY HOMEOWNERS ASSOCIATION	350	245	47100	RUETER-HESS REC OPS & MAINT	554900	Other Professional Services	1,207.95
APPM000121 Total									**1,207.95**
APPM000122	07/17/26	PINERY WATER DISTRICT	4565/070626	100	51100	PARK MAINTENANCE	564300	Water and sewer	28.30
APPM000122 Total									**28.30**
APPM000126	07/17/26	SOUTH METRO FIRE RESCUE AUTHORITY	AUG2026	100	19150	JUSTICE CENTER FACILITY MGMT	565100	Facility / Building / Land Rental	619.57
APPM000126 Total									**619.57**
APPM000128	07/20/26	DENVER HEALTH & HOSPITAL AUTHORITY	G115442	217	861457	IMMUNIZATION & VACCINATION CHILD	443100	Medical, Dental & Vet Services	2,878.49
APPM000128 Total									**2,878.49**
APPM000129	07/20/26	DOUGLAS COUNTY SCHOOL DISTRICT	10003817	210	44500	CHILD WELFARE	443600	Other Professional Services	831.45
APPM000129	07/20/26	DOUGLAS COUNTY SCHOOL DISTRICT	10003818	210	44500	CHILD WELFARE	443600	Other Professional Services	2,863.46
APPM000129	07/20/26	DOUGLAS COUNTY SCHOOL DISTRICT	10003819	210	44500	CHILD WELFARE	443600	Other Professional Services	1,611.36
APPM000129	07/20/26	DOUGLAS COUNTY SCHOOL DISTRICT	10003820	210	44500	CHILD WELFARE	443600	Other Professional Services	1,256.40
APPM000129	07/20/26	DOUGLAS COUNTY SCHOOL DISTRICT	10003821	210	44500	CHILD WELFARE	443600	Other Professional Services	1,913.10
APPM000129 Total									**8,475.77**
APPM000130	07/20/26	JEFFERSON COUNTY DEPT OF HUMAN SERVICES	62926	210	44500	CHILD WELFARE	443600	Other Professional Services	2,677.47
APPM000130 Total									**2,677.47**
APPM000131	07/20/26	AMERICAN BIOIDENTITY INC	626162	210	44500	CHILD WELFARE	443600	Other Professional Services	264.50
APPM000131 Total									**264.50**

APPM000132	07/20/26 R ADAMS & ASSOCIATES LLC	6	210	44100	ADMINISTRATION BLOCK GRANT	446100	Conference, Seminar, Training Fees	4,500.00
APPM000132 Total								**4,500.00**
APPM000133	07/20/26 ALL COPY PRODUCTS	AR5289601	210	44100	ADMINISTRATION BLOCK GRANT	433200	Office Supplies	1,680.00
APPM000133 Total								**1,680.00**
APPM000134	07/20/26 COLORADO EARLY CHILDHOOD CONSULTING LLC	1218	217	861619	EARLY CHILDHOOD COUNCIL	443600	Other Professional Services	945.00
APPM000134	07/20/26 COLORADO EARLY CHILDHOOD CONSULTING LLC	1219	217	861619	EARLY CHILDHOOD COUNCIL	443600	Other Professional Services	67.50
APPM000134	07/20/26 COLORADO EARLY CHILDHOOD CONSULTING LLC	1220	217	861619	EARLY CHILDHOOD COUNCIL	443600	Other Professional Services	3,900.00
APPM000134	07/20/26 COLORADO EARLY CHILDHOOD CONSULTING LLC	1221	217	861619	EARLY CHILDHOOD COUNCIL	443600	Other Professional Services	1,600.00
APPM000134 Total								**6,512.50**
APPM000135	07/20/26 REVENUE MATTERS LLC	14350	217	861626	EARLY CHILDHOOD COUNCIL	447500	Other Purchased Services	1,500.00
APPM000135 Total								**1,500.00**
APPM000136	07/20/26 RAISE THE FUTURE	INV00247	210	44500	CHILD WELFARE	443600	Other Professional Services	3,133.92
APPM000136 Total								**3,133.92**
APPM000137	07/20/26 MILLER, SUVI H	401	210	44500	CHILD WELFARE	446100	Conference, Seminar, Training Fees	800.00
APPM000137 Total								**800.00**
APPM000138	07/20/26 BOTINDARI MEASE, MARIA CECILIA	INV-101	210	44500	CHILD WELFARE	443600	Other Purchased Services	750.00
APPM000138 Total								**750.00**
APPM000139	07/20/26 MASON JUSTICE MOORE	15435	223	862301	DA23 DIVERSION GRANT	443600	Other Professional Services	165.00
APPM000139 Total								**165.00**
APPM000140	07/20/26 ALGARIN, ROMAIRA	61526	210	44500	CHILD WELFARE	445300	Travel Expense	56.55
APPM000140 Total								**56.55**
APPM000141	07/20/26 LAIL, MCKAYLA J	060126-062926	210	44150	ADULT SERVICES	445300	Travel Expense	318.42
APPM000141 Total								**318.42**
APPM000142	07/20/26 GREAT BASIN BEHAVIORAL HEALTH AND THE	63026	210	44500	CHILD WELFARE	443600	Other Professional Services	165.00
APPM000142 Total								**165.00**
APPM000145	07/20/26 THE SUPPLY CACHE LLC	361171A	250	53500	OPEN SPACE OPERATIONS & MAINTENANCE	543200	Emergency response supplies	15,145.43
APPM000145 Total								**15,145.43**
APPM000146	07/21/26 53 CORPORATION LLC	PAYAPP1	100	802036	STRONG COMMUNITIES GRANT	465100	Contributions	48,025.00
APPM000146	07/21/26 53 CORPORATION LLC	1RTNG	100	802036	STRONG COMMUNITIES GRANT	211810	Contributions	(2,401.25)
APPM000146 Total								**45,623.75**
APPM000147	07/21/26 ADAMS, CHELSEA I	060926-062626	210	44550	CHILD WELFARE	445300	Travel Expense	257.45
APPM000147 Total								**257.45**
APPM000148	07/21/26 ADVOCATES FOR CHILDREN CASA	46174	210	44175	JUVENILE JUSTICE SERVICES	443600	Other Professional Services	11,795.25
APPM000148 Total								**11,795.25**
APPM000149	07/21/26 AGING RESOURCES OF DOUGLAS COUNTY	DRCOG5310CCJUN26	100	861541	DRCOG 5310 GRANT	443600	Other Professional Services	1,514.30
APPM000149	07/21/26 AGING RESOURCES OF DOUGLAS COUNTY	DRCOG5310JUN26	100	861541	DRCOG 5310 GRANT	443600	Other Professional Services	22,237.00
APPM000149 Total								**23,751.30**
APPM000150	07/21/26 ARAPAHOE/DOUGLAS WORKS WORKFORCE CENTER	1800009348TANF	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	9,246.96
APPM000150	07/21/26 ARAPAHOE/DOUGLAS WORKS WORKFORCE CENTER	1800009348BCA	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	5,284.77
APPM000150	07/21/26 ARAPAHOE/DOUGLAS WORKS WORKFORCE CENTER	1800009348	210	44275	EMPLOYMENT FIRST	443600	Other Professional Services	18,396.43
APPM000150 Total								**32,928.16**
APPM000152	07/21/26 CALDWELL, KELLY A	060226-062526	217	861456	CHRONIC DISEASE PILOT	445300	Travel Expense	170.67
APPM000152 Total								**170.67**
APPM000153	07/21/26 CATHOLIC CHARITIES OF CENTRAL COLORADO	202606	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	5,872.13
APPM000153 Total								**5,872.13**
APPM000154	07/21/26 CATHRYN REIBER	82JUNE2026	217	861620	BUELL FOUNDATION EARLY CHILD	432100	Contract Work/Temporary	8,470.00
APPM000154 Total								**8,470.00**
APPM000155	07/21/26 CCMSI	0204489-IN	620	19400	UI/WC/DISABILITY SELF-INS.	573500	Workers Compensation claims	7,499.91
APPM000155 Total								**7,499.91**
APPM000156	07/21/26 CENTER COPY BOULDER, INC.	73352	217	861456	MCH MATERNAL & CHILD HEALTH	440100	Printing/Copying/Reports	4,932.50
APPM000156 Total								**4,932.50**
APPM000157	07/21/26 CHURCH OF THE ROCK	63026	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	7,835.78
APPM000157 Total								**7,835.78**
APPM000158	07/21/26 CITY OF AURORA	JUN2026	100	0	CLERK & RECORDER	214311	Due to Aurora- Auto Use Tax	47,664.20
APPM000158 Total								**47,664.20**
APPM000159	07/21/26 CITY OF CASTLE PINES	JUN2026	100	0	CLERK & RECORDER	214331	Due to Castle Pines - Auto Use Tax	195,402.69
APPM000159 Total								**195,402.69**
APPM000160	07/21/26 COLORADO HEALTH INSTITUTE	2026763	217	861632	CHRONIC DISEASE PILOT	443600	Other Professional Services	14,675.00
APPM000160 Total								**14,675.00**
APPM000161	07/21/26 CONTINUUM OF COLORADO	TANF54	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	7,260.00
APPM000161 Total								**7,260.00**
APPM000162	07/21/26 DB CORRELL CONSULTING LLC	62626	217	861618	E&E GAE FUNDING	443600	Other Professional Services	1,000.00
APPM000162	07/21/26 DB CORRELL CONSULTING LLC	6262026	217	861627	EARLY CHILDHOOD COUNCIL	443600	Other Professional Services	1,462.50

APPM000162	07/21/26	DB CORRELL CONSULTING LLC	626261	217	861619	TSQI CSQI GAE FUNDING	443600	Other Professional Services	5,200.00
APPM000162 Total									**7,662.50**
APPM000163	07/21/26	DESIGN CONCEPTS CLA INC	0024450	260	52125	REGIONAL PARKS - FUND 260	673400	Parks & Recreation Improvements	32,019.50
APPM000163 Total									**32,019.50**
APPM000164	07/21/26	DONAHUE, MARIELA	060326-062626	217	861457	IMMUNIZATION & VACCINATION CHILD	445300	Travel Expense	30.45
APPM000164 Total									**30.45**
APPM000165	07/21/26	DOSSEY, MICHELLE	061126-062426	210	44500	CHILD WELFARE	445300	Travel Expense	51.77
APPM000165 Total									**51.77**
APPM000166	07/21/26	DYER-JONES, LARA	062326-063026	210	44500	CHILD WELFARE	445300	Travel Expense	946.15
APPM000166 Total									**946.15**
APPM000167	07/21/26	ELLIOTT, MARY B	060426-063026	217	861623	NURSE SUPPORT	445300	Travel Expense	64.53
APPM000167 Total									**64.53**
APPM000168	07/21/26	FAMILY TREE INC	MAY26GLSDOUGCO26	210	44500	CHILD WELFARE	443600	Other Professional Services	17,356.42
APPM000168 Total									**17,356.42**
APPM000169	07/21/26	FISHER, JENNIFER JEAN	62626	217	861632	CHRONIC DISEASE PILOT	445300	Travel Expense	19.65
APPM000169 Total									**19.65**
APPM000170	07/21/26	GIGI DODSON WHALEN LLC	33	217	861615	CHILD CARE DEVELOPMENT BLOCK GRANT	432100	Contract Work/Temporary	5,700.00
APPM000170 Total									**5,700.00**
APPM000171	07/21/26	GRIFFIN, SIERRA	060126-062226	210	44550	CHILD WELFARE	445300	Travel Expense	56.99
APPM000171 Total									**56.99**
APPM000172	07/21/26	HELP & HOPE CENTER	DRAWDOWN9/2026TANF	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	12,253.02
APPM000172 Total									**12,253.02**
APPM000173	07/21/26	HOME INSTEAD	HIPC0526	100	861001	STATE SENIOR SERVICES GRANT	443600	Other Professional Services	11,377.50
APPM000173 Total									**11,377.50**
APPM000174	07/21/26	HUTH, RILEY K	060326-062326	217	861057	TPEP TOBACCO PREVENTION & EDUCATION	445300	Travel Expense	26.83
APPM000174 Total									**26.83**
APPM000175	07/21/26	KALIHER, MEGHAN	060126-063026	210	44550	CHILD WELFARE	445300	Travel Expense	354.45
APPM000175 Total									**354.45**
APPM000176	07/21/26	KATHERINE NESTER	060126-062626	217	861627	EARLY CHILDHOOD COUNCIL	443600	Other Professional Services	4,245.00
APPM000176	07/21/26	KATHERINE NESTER	060126-062926	217	861619	TSQI CSQI GAE FUNDING	443600	Other Professional Services	9,400.00
APPM000176	07/21/26	KATHERINE NESTER	62926	217	861625	EARLY CHILDHOOD COUNCIL	443600	Other Professional Services	2,969.89
APPM000176 Total									**16,614.89**
APPM000177	07/21/26	KERR, AVERY H	061226-062626	210	44500	CHILD WELFARE	445300	Travel Expense	85.99
APPM000177 Total									**85.99**
APPM000178	07/21/26	LEE, MICHAEL	060226-062526	210	44550	CHILD WELFARE	445300	Travel Expense	657.49
APPM000178 Total									**657.49**
APPM000179	07/21/26	MAES, KIRA	060126-062526	210	44500	CHILD WELFARE	445300	Travel Expense	117.38
APPM000179 Total									**117.38**
APPM000180	07/21/26	MANNA RESOURCE CENTER	MAY2026TANF	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	4,756.27
APPM000180	07/21/26	MANNA RESOURCE CENTER	CSBG526	100	861549	COMMUNIT SERVICES BLOCK GRANT	447500	Other Purchased Services	400.00
APPM000180 Total									**5,156.27**
APPM000181	07/21/26	MCLAUGHLIN COUNSELING	FLEX397	210	44500	CHILD WELFARE	443600	Other Professional Services	1,500.00
APPM000181 Total									**1,500.00**
APPM000182	07/21/26	MURPHY, STEVIE	060526-063026	210	44550	CHILD WELFARE	445300	Travel Expense	419.05
APPM000182 Total									**419.05**
APPM000183	07/21/26	PALMER, NICOLE E	050626-060326	210	44500	CHILD WELFARE	445300	Travel Expense	261.74
APPM000183 Total									**261.74**
APPM000184	07/21/26	PAWS 4 PRODUCTIVITY LLC	390	210	44100	ADMINISTRATION BLOCK GRANT	447500	Other Purchased Services	525.00
APPM000184 Total									**525.00**
APPM000185	07/21/26	PINNACOL ASSURANCE	INV-2445218	620	19400	UI/WC/DISABILITY SELF-INS.	562300	Review Fees / Bonds	42,908.93
APPM000185 Total									**42,908.93**
APPM000186	07/21/26	PROCTOR, KELSEY	060226-063026	210	44500	CHILD WELFARE	445300	Travel Expense	306.02
APPM000186 Total									**306.02**
APPM000187	07/21/26	SCIORE, ALEXANDRA	060126-063026	210	44550	CHILD WELFARE	445300	Travel Expense	146.23
APPM000187 Total									**146.23**
APPM000188	07/21/26	SEIBOLD, ABIGAYLE	060126-062426	210	44550	CHILD WELFARE	445300	Travel Expense	290.58
APPM000188 Total									**290.58**
APPM000189	07/21/26	SHILOH HOUSE	52001500626DOUGBG/070726	210	44175	JUVENILE JUSTICE SERVICES	443600	Other Professional Services	4,568.76
APPM000189	07/21/26	SHILOH HOUSE	52001500626DOUGBG	210	44500	CHILD WELFARE	443600	Other Professional Services	33,286.68
APPM000189 Total									**37,855.44**
APPM000190	07/21/26	STOKES, JACINE E	060126-062526	210	44550	CHILD WELFARE	445300	Travel Expense	95.63
APPM000190 Total									**95.63**
APPM000191	07/21/26	THE RESOURCEFUL EDUCATOR LLC	1049	217	861619	TSQI CSQI GAE FUNDING	443600	Other Professional Services	6,900.00

APPM000191	07/21/26	THE RESOURCEFUL EDUCATOR LLC	1050	217	861620	BUELL FOUNDATION EARLY CHILD	443600	Other Purchased Services	4,325.00
APPM000191 Total									**11,225.00**
APPM000192	07/21/26	TOWN OF LARKSPUR	SHAREBACKAPRIL2026	230	82305	ROAD S/U TAX SHAREBACK - MUNIS	583500	Intergovernmental - Larkspur	1,374.93
APPM000192 Total									**1,374.93**
APPM000193	07/21/26	UNITED STATES POSTAL SERVICE	071426/EPS	100	12500	ELECTIONS AND REGISTRATION	551100	Postage & Delivery Service	25,000.00
APPM000193 Total									**25,000.00**
Grand Total									**3,657,638.45**

ELECTION JUDGES

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208482	07/17/26	1123516	ABBEY , EUNICE SANTOS	12920000EJ_JOB_1	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	414.24	2026 STATEWIDE PRIMARY
208483	07/17/26	1713195	ALLRED , RICHARD	12920001EJ_JOB_2	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	86.40	2026 STATEWIDE PRIMARY
208484	07/17/26	1713196	ALLRED , SHEILA	12920002EJ_JOB_3	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	23.68	2026 STATEWIDE PRIMARY
208485	07/17/26	1713197	AMBORS , DAVID	12920003EJ_JOB_4	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	136.48	2026 STATEWIDE PRIMARY
208486	07/17/26	1582122	AUHLL , NANETTE	12920004EJ_JOB_5	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	624.06	2026 STATEWIDE PRIMARY
208487	07/17/26	1713198	BARNHART , MICHAEL EDWARD	12920005EJ_JOB_6	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	87.52	2026 STATEWIDE PRIMARY
208488	07/17/26	1123526	BARRETT , CATHERINE	12920006EJ_JOB_7	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	158.88	2026 STATEWIDE PRIMARY
208489	07/17/26	1592328	BARTELHEIM , JOSEPH	12920007EJ_JOB_8	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	155.52	2026 STATEWIDE PRIMARY
208490	07/17/26	1631225	BASU , NEELANJANA	12920008EJ_JOB_9	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	158.56	2026 STATEWIDE PRIMARY
208491	07/17/26	1582084	BENNETT , BARBARA	12920009EJ_JOB_10	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	134.08	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208492	07/17/26	1656556	BENNETT III , WALTER HENRY	12920010EJ_JOB_11	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	389.12	2026 STATEWIDE PRIMARY
208493	07/17/26	1123532	BERGUM , BEVERLY ZOE	12920011EJ_JOB_12	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	153.92	2026 STATEWIDE PRIMARY
208494	07/17/26	1713788	BERNERO , DOUGLAS	12920012EJ_JOB_13	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	140.48	2026 STATEWIDE PRIMARY
208495	07/17/26	1713199	BEYERS , GRACE	12920013EJ_JOB_14	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	140.00	2026 STATEWIDE PRIMARY
208496	07/17/26	1713200	BINDER , BRUCE	12920014EJ_JOB_15	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	87.84	2026 STATEWIDE PRIMARY
208497	07/17/26	1582085	BLEY , ANN	12920015EJ_JOB_16	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	517.32	2026 STATEWIDE PRIMARY
208498	07/17/26	1713201	BLOOM , HOPE	12920016EJ_JOB_17	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	142.08	2026 STATEWIDE PRIMARY
208499	07/17/26	1713202	BLOOM , PAUL W	12920017EJ_JOB_18	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	143.20	2026 STATEWIDE PRIMARY
208500	07/17/26	1125905	BOATMAN , PAULA	12920018EJ_JOB_19	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	86.08	2026 STATEWIDE PRIMARY
208501	07/17/26	1539090	BOCHNER , CLAIRE	12920019EJ_JOB_20	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	308.70	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208502	07/17/26	1356652	BOLIN , MICHAEL ALFRED	12920020EJ_JOB_21	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	85.76	2026 STATEWIDE PRIMARY
208503	07/17/26	1678599	BOLTZ , DAVID THOMAS	12920021EJ_JOB_22	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	404.64	2026 STATEWIDE PRIMARY
208504	07/17/26	1539093	BORGOS , CAROLYN	12920022EJ_JOB_23	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	700.38	2026 STATEWIDE PRIMARY
208505	07/17/26	1713204	BRADBURY , ANDREA	12920023EJ_JOB_24	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	158.72	2026 STATEWIDE PRIMARY
208506	07/17/26	1529221	BRADFORD , BRET	12920024EJ_JOB_25	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	411.84	2026 STATEWIDE PRIMARY
208507	07/17/26	1713205	BRADLEY-GREENE , MARGARET	12920025EJ_JOB_26	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	143.20	2026 STATEWIDE PRIMARY
208508	07/17/26	1338652	BRATCHER , LINDA RHEA HOWARD	12920026EJ_JOB_27	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	87.20	2026 STATEWIDE PRIMARY
208509	07/17/26	1713206	BROWNFIELD , JAY	12920027EJ_JOB_28	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	86.08	2026 STATEWIDE PRIMARY
208510	07/17/26	1037337	BRUMMETT , SHERYL	12920028EJ_JOB_29	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	155.20	2026 STATEWIDE PRIMARY
208511	07/17/26	1356657	BUFFETTI , PAULA SUE	12920029EJ_JOB_30	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	281.60	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208512	07/17/26	1123546	BUTERBAUGH , ROGER	12920030EJ_JOB_31	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	158.08	2026 STATEWIDE PRIMARY
208513	07/17/26	1656560	BUYS , SANDRA ELLEN	12920031EJ_JOB_32	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	88.80	2026 STATEWIDE PRIMARY
208514	07/17/26	1622562	CACCO , JUDITH	12920032EJ_JOB_33	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	83.36	2026 STATEWIDE PRIMARY
208515	07/17/26	1713207	CAIN , THOMAS	12920033EJ_JOB_34	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	140.32	2026 STATEWIDE PRIMARY
208516	07/17/26	1713209	CARPARELLI , SUSAN	12920034EJ_JOB_35	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	131.84	2026 STATEWIDE PRIMARY
208517	07/17/26	1002425	CHADDERDON , KEITH E	12920035EJ_JOB_36	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	319.68	2026 STATEWIDE PRIMARY
208518	07/17/26	1631228	CHALFANT , KRISTIN	12920036EJ_JOB_37	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	98.40	2026 STATEWIDE PRIMARY
208519	07/17/26	1713210	CHANDLER , CYNTHIA	12920037EJ_JOB_38	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	94.72	2026 STATEWIDE PRIMARY
208520	07/17/26	1582088	CHAULEY , NAVINDER SINGH	12920038EJ_JOB_39	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	410.40	2026 STATEWIDE PRIMARY
208521	07/17/26	1713211	CHITWOOD , MICHAEL	12920039EJ_JOB_40	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	93.12	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208521	07/17/26	1713211	CHITWOOD , MICHAEL	12920039EJ_JOB_41	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	16.00	2026 STATEWIDE PRIMARY
									Total Payment	**109.12**	
208522	07/17/26	1582091	CLAPP , DOROTHY	12920040EJ_JOB_42	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	130.08	2026 STATEWIDE PRIMARY
208523	07/17/26	1539102	CLAUS , MARTIN	12920041EJ_JOB_43	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	49.12	2026 STATEWIDE PRIMARY
208524	07/17/26	1075382	COE , LING LING	12920042EJ_JOB_44	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	144.96	2026 STATEWIDE PRIMARY
208525	07/17/26	1710315	COHEA , RICHARD ANTHONY	12920043EJ_JOB_45	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	16.00	2026 STATEWIDE PRIMARY
208526	07/17/26	1711365	COLLINS , KYRIE	12920044EJ_JOB_46	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	278.40	2026 STATEWIDE PRIMARY
208527	07/17/26	1689937	CORBIERE , KATHLENE	12920045EJ_JOB_47	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	157.28	2026 STATEWIDE PRIMARY
208528	07/17/26	1713212	CRESSMAN , DAVID	12920046EJ_JOB_48	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	86.72	2026 STATEWIDE PRIMARY
208529	07/17/26	1713213	CRESSMAN , VERONICA DELERY	12920047EJ_JOB_49	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	85.60	2026 STATEWIDE PRIMARY
208530	07/17/26	1713214	CRISTADORO , KIM ANTHONY	12920048EJ_JOB_50	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	160.16	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208531	07/17/26	1622563	CROW , COLEEN ANNE	12920049EJ_JOB_51	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	95.20	2026 STATEWIDE PRIMARY
				12920049EJ_JOB_52	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	16.00	2026 STATEWIDE PRIMARY
									Total Payment	**111.20**	
208532	07/17/26	1075412	CROW , WILLIAM	12920050EJ_JOB_53	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	332.32	2026 STATEWIDE PRIMARY
208533	07/17/26	1592342	CUSTER , MARK	12920051EJ_JOB_54	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	139.68	2026 STATEWIDE PRIMARY
208534	07/17/26	1529223	DALTON , BETH	12920052EJ_JOB_55	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	66.72	2026 STATEWIDE PRIMARY
208535	07/17/26	1713215	DAVIS , SHARON LOUISE	12920053EJ_JOB_56	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	142.72	2026 STATEWIDE PRIMARY
208536	07/17/26	1713216	DEAL , JOHN	12920054EJ_JOB_57	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	160.16	2026 STATEWIDE PRIMARY
208537	07/17/26	1713217	DECKER , KRISTY	12920055EJ_JOB_58	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	62.72	2026 STATEWIDE PRIMARY
208538	07/17/26	1125874	DEMKO DIJULIO , DEBORAH	12920056EJ_JOB_59	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	406.80	2026 STATEWIDE PRIMARY
208539	07/17/26	1582093	DENNIS , AMANDA JEAN	12920057EJ_JOB_60	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	408.32	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208540	07/17/26	1656564	DIJULIO , MICHAEL DANTE	12920058EJ_JOB_61	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	309.92	2026 STATEWIDE PRIMARY
208541	07/17/26	1539114	DILLEY , DEBORAH	12920059EJ_JOB_62	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	179.68	2026 STATEWIDE PRIMARY
208542	07/17/26	1678602	DODGE , LINA SUE	12920060EJ_JOB_63	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	138.88	2026 STATEWIDE PRIMARY
208543	07/17/26	1529225	DOHERTY , KATHLEEN	12920061EJ_JOB_64	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	64.96	2026 STATEWIDE PRIMARY
208544	07/17/26	1711366	ELLINGSON , KATHERINE HEAPES	12920062EJ_JOB_65	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	412.48	2026 STATEWIDE PRIMARY
208545	07/17/26	1592353	ELMBLADE , ALISA	12920063EJ_JOB_66	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	421.76	2026 STATEWIDE PRIMARY
208546	07/17/26	1539121	ERICKSON , CATHY	12920064EJ_JOB_67	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	133.12	2026 STATEWIDE PRIMARY
208547	07/17/26	1539122	ERICKSON JR , RICHARD	12920065EJ_JOB_68	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	132.80	2026 STATEWIDE PRIMARY
208548	07/17/26	1713220	ESAYEV , MAX	12920066EJ_JOB_69	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	87.36	2026 STATEWIDE PRIMARY
208549	07/17/26	1678603	EVERETTE , LEONARD	12920067EJ_JOB_70	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	427.36	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208550	07/17/26	1356674	FABER , MICHAEL EDWARD	12920068EJ_JOB_71	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	79.74	2026 STATEWIDE PRIMARY
208551	07/17/26	1529226	FABICK , SHARON	12920069EJ_JOB_72	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	156.96	2026 STATEWIDE PRIMARY
208552	07/17/26	1656566	FALLER , JULI-ANNE MARY	12920070EJ_JOB_73	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	404.16	2026 STATEWIDE PRIMARY
208553	07/17/26	1713221	FELLOWS , BEVERLY	12920071EJ_JOB_74	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	85.60	2026 STATEWIDE PRIMARY
208554	07/17/26	1713222	FIERBERG , JEFFREY	12920072EJ_JOB_75	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	142.40	2026 STATEWIDE PRIMARY
208555	07/17/26	1713223	FIRESTONE , DEBORAH	12920073EJ_JOB_76	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	25.12	2026 STATEWIDE PRIMARY
208556	07/17/26	1521960	FOUNTAIN-QUINTANA , BRITTANY V	12920074EJ_JOB_77	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	164.88	2026 STATEWIDE PRIMARY
208557	07/17/26	1653258	FOX-GLIESSMAN , DEBRA DAWN	12920075EJ_JOB_78	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	91.52	2026 STATEWIDE PRIMARY
208558	07/17/26	1713224	FRANZ , STEVEN DEAN	12920076EJ_JOB_79	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	83.20	2026 STATEWIDE PRIMARY
208559	07/17/26	1653260	GIBSON , MARIA DELCARMEN	12920077EJ_JOB_80	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	543.24	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208560	07/17/26	1711367	GILBERT , JAMES	12920078EJ_JOB_81	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	297.60	2026 STATEWIDE PRIMARY
208561	07/17/26	1125876	GLOISTEN , KATHLEEN M	12920079EJ_JOB_82	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	108.32	2026 STATEWIDE PRIMARY
208562	07/17/26	1537149	GOLDEN , JOHN	12920080EJ_JOB_83	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	352.32	2026 STATEWIDE PRIMARY
208563	07/17/26	1656571	GRABOSKI , JOHN	12920081EJ_JOB_84	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	118.88	2026 STATEWIDE PRIMARY
208564	07/17/26	1656572	GRABOSKI , VIRGINIA MARIE	12920082EJ_JOB_85	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	139.36	2026 STATEWIDE PRIMARY
208565	07/17/26	1713225	GRANATH , JAMES	12920083EJ_JOB_86	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	144.48	2026 STATEWIDE PRIMARY
208566	07/17/26	1656573	GRANT , AMY	12920084EJ_JOB_87	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	89.12	2026 STATEWIDE PRIMARY
208567	07/17/26	1713226	GSCHWENDTNER , BARBARA	12920085EJ_JOB_88	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	85.44	2026 STATEWIDE PRIMARY
208568	07/17/26	1592365	GULLION , LYNNE MARIE	12920086EJ_JOB_89	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	83.20	2026 STATEWIDE PRIMARY
208569	07/17/26	1711368	HAMMERBECK , KATHRYN	12920087EJ_JOB_90	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	425.12	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208570	07/17/26	1582099	HAMMERSMITH , JAMES	12920088EJ_JOB_91	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	424.64	2026 STATEWIDE PRIMARY
208571	07/17/26	1713227	HAMPTON , CHARLOTTE	12920089EJ_JOB_92	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	90.40	2026 STATEWIDE PRIMARY
208572	07/17/26	1539140	HANRAHAN , PATRICIA	12920090EJ_JOB_93	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	688.14	2026 STATEWIDE PRIMARY
208573	07/17/26	1521962	HANSON , MILLARD D	12920091EJ_JOB_94	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	366.88	2026 STATEWIDE PRIMARY
208574	07/17/26	1641398	HARCHARIK , BRIANA	12920092EJ_JOB_95	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	149.60	2026 STATEWIDE PRIMARY
208575	07/17/26	1448857	HARRIS , LINDA	12920093EJ_JOB_96	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	141.28	2026 STATEWIDE PRIMARY
208576	07/17/26	1565569	HARRIS , VINCE	12920094EJ_JOB_97	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	533.52	2026 STATEWIDE PRIMARY
208577	07/17/26	1620093	HAWKINS , KATHERINE	12920095EJ_JOB_98	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	127.68	2026 STATEWIDE PRIMARY
208578	07/17/26	1592368	HAWKINS , WILLIAM	12920096EJ_JOB_99	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	38.40	2026 STATEWIDE PRIMARY
208579	07/17/26	1171174	HENNING , LILLIAN JOYCE	12920097EJ_JOB_100	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	148.96	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208580	07/17/26	1529229	HERLIN , CAROLYN	12920098EJ_JOB_101	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	293.12	2026 STATEWIDE PRIMARY
208581	07/17/26	1513857	HILL , BRIAN LEE	12920099EJ_JOB_102	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	146.72	2026 STATEWIDE PRIMARY
208582	07/17/26	1657088	HINZ , DEBRA KAY	12920100EJ_JOB_103	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	144.64	2026 STATEWIDE PRIMARY
208583	07/17/26	1713228	HOLZEM , MADELINE SURICO	12920101EJ_JOB_105	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	34.72	2026 STATEWIDE PRIMARY
				12920101EJ_JOB_104	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	93.28	2026 STATEWIDE PRIMARY
									Total Payment	**128.00**	
208584	07/17/26	1539147	HOODAK , MARTHA	12920102EJ_JOB_106	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	140.80	2026 STATEWIDE PRIMARY
208585	07/17/26	1622571	HOSLER , RANDAL	12920103EJ_JOB_107	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	128.80	2026 STATEWIDE PRIMARY
208586	07/17/26	1690463	HOUSTON , SHANNA SUE	12920104EJ_JOB_108	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	153.12	2026 STATEWIDE PRIMARY
208587	07/17/26	1529230	HOWELL , CHARLES	12920105EJ_JOB_109	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	393.12	2026 STATEWIDE PRIMARY
208588	07/17/26	1620095	HUMPHREY , KAREN	12920106EJ_JOB_110	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	143.52	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208589	07/17/26	1690464	HUNTER , LAURIE ANNE	12920107EJ_JOB_111	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	117.12	2026 STATEWIDE PRIMARY
208590	07/17/26	1678606	HUSSON , JEFFRY ROBERT	12920108EJ_JOB_112	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	412.96	2026 STATEWIDE PRIMARY
208591	07/17/26	1469998	INGRANDO , DELLA B	12920109EJ_JOB_113	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	142.40	2026 STATEWIDE PRIMARY
208592	07/17/26	1539151	JACKSON , JOHN DAVID	12920110EJ_JOB_114	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	157.76	2026 STATEWIDE PRIMARY
208593	07/17/26	1513860	JOHNSON , LINDA	12920111EJ_JOB_115	00100	100	GENERAL FUND	219600	Accrued FICA	156.14-	SS WITHHELD
				12920111EJ_JOB_115	00100	100	GENERAL FUND	219600	Accrued FICA	36.52-	MEDICARE WITHHELD
				12920111EJ_JOB_115	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	533.16	2026 STATEWIDE PRIMARY
									Total Payment	**340.50**	
208594	07/17/26	1469999	JOSWICK , PATRICIA L	12920112EJ_JOB_116	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	152.16	2026 STATEWIDE PRIMARY
208595	07/17/26	1713229	KAISER , CATHY LYNNE	12920113EJ_JOB_117	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	146.40	2026 STATEWIDE PRIMARY
208596	07/17/26	1713230	KAZMIER , PHIL	12920114EJ_JOB_118	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	101.60	2026 STATEWIDE PRIMARY
208597	07/17/26	1713231	KELLER , JEFFREY	12920115EJ_JOB_119	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	130.88	2026 STATEWIDE PRIMARY
208598	07/17/26	1448859	KINDER , DEBORAH L	12920116EJ_JOB_120	00100	12500	ELECTIONS AND	447400	Election Judges/Referee	89.44	2026 STATEWIDE

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
							REGISTRATION		Fees		PRIMARY
208599	07/17/26	1529233	KOWALSKI , KARREN	12920117EJ_JOB_121	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	85.12	2026 STATEWIDE PRIMARY
208600	07/17/26	1539156	KRIEGER , BENJAMIN	12920118EJ_JOB_122	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	367.56	2026 STATEWIDE PRIMARY
208601	07/17/26	1529235	KROL , KATHLEEN	12920119EJ_JOB_123	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	41.92	2026 STATEWIDE PRIMARY
208602	07/17/26	1713232	KUBEREIT , BARBARA	12920120EJ_JOB_124	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	85.60	2026 STATEWIDE PRIMARY
208603	07/17/26	1713233	LACERTE , KATHRYN	12920121EJ_JOB_125	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	136.00	2026 STATEWIDE PRIMARY
208604	07/17/26	1657099	LATIMER , ELLEN	12920122EJ_JOB_126	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	236.00	2026 STATEWIDE PRIMARY
208605	07/17/26	1582104	LAU , CLIFFORD	12920123EJ_JOB_127	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	120.80	2026 STATEWIDE PRIMARY
208606	07/17/26	1653269	LEHMAN , WILLIAM H	12920124EJ_JOB_128	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	515.34	2026 STATEWIDE PRIMARY
208607	07/17/26	1713234	LEVITT , BARBARA	12920125EJ_JOB_129	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	108.32	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208608	07/17/26	1653270	LEVY , OCTOBER ANN	12920126EJ_JOB_130	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	137.60	2026 STATEWIDE PRIMARY
208609	07/17/26	1622575	LEWEY , BEVERLY	12920127EJ_JOB_131	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	86.88	2026 STATEWIDE PRIMARY
208610	07/17/26	1713235	LEWIS , MARCELLUS	12920128EJ_JOB_132	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	16.00	2026 STATEWIDE PRIMARY
208611	07/17/26	1123626	LILLY , KREGG BRYAN	12920129EJ_JOB_133	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	355.52	2026 STATEWIDE PRIMARY
208612	07/17/26	1104006	LINDNER , PATRICIA G	12920130EJ_JOB_134	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	89.92	2026 STATEWIDE PRIMARY
208613	07/17/26	1582106	LOCKWOOD , STEVEN	12920131EJ_JOB_135	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	150.88	2026 STATEWIDE PRIMARY
208614	07/17/26	1653271	LOPATA , LESLIE FADEN	12920132EJ_JOB_136	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	82.40	2026 STATEWIDE PRIMARY
208615	07/17/26	1592383	LOPEZ , CARLOS M	12920133EJ_JOB_137	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	514.98	2026 STATEWIDE PRIMARY
208616	07/17/26	1631239	MAAS , KENNETH W	12920134EJ_JOB_138	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	303.52	2026 STATEWIDE PRIMARY
208617	07/17/26	1582129	MARRIS , ALICE	12920135EJ_JOB_139	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	83.20	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208618	07/17/26	1171106	MARTINEZ , RUBY JOANN	12920136EJ_JOB_140	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	86.24	2026 STATEWIDE PRIMARY
208619	07/17/26	1537160	MARTINEZ , STEVEN	12920137EJ_JOB_141	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	86.40	2026 STATEWIDE PRIMARY
208620	07/17/26	1582107	MATESE , CRYSTAL	12920138EJ_JOB_142	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	478.62	2026 STATEWIDE PRIMARY
208621	07/17/26	1656590	MAZZ , VINCENT MICHAEL	12920139EJ_JOB_143	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	416.80	2026 STATEWIDE PRIMARY
208622	07/17/26	1711369	MCDERMOTT , STEVEN MARK	12920140EJ_JOB_144	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	341.92	2026 STATEWIDE PRIMARY
208623	07/17/26	1711370	MCDOUGALL , DENISE	12920141EJ_JOB_145	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	414.72	2026 STATEWIDE PRIMARY
208624	07/17/26	1653274	MCEOWEN , BRIDGET ANNE	12920142EJ_JOB_146	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	83.52	2026 STATEWIDE PRIMARY
208625	07/17/26	1713236	MCGRAW , KAREN WINSTEAD	12920143EJ_JOB_147	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	157.12	2026 STATEWIDE PRIMARY
208626	07/17/26	1713237	MCINTYRE , NANCY JOANNE	12920144EJ_JOB_148	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	141.60	2026 STATEWIDE PRIMARY
208627	07/17/26	1713238	MCLANE , TERESE	12920145EJ_JOB_149	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	140.80	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208628	07/17/26	1713240	METSKER , ABIGAIL	12920146EJ_JOB_150	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	86.40	2026 STATEWIDE PRIMARY
208629	07/17/26	1678608	MIERAU , ROBERT	12920147EJ_JOB_151	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	422.46	2026 STATEWIDE PRIMARY
208630	07/17/26	1631240	MILES , BARBARA LYNNE	12920148EJ_JOB_152	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	85.60	2026 STATEWIDE PRIMARY
208631	07/17/26	1653275	MINCH , KEITH EUGENE	12920149EJ_JOB_153	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	433.98	2026 STATEWIDE PRIMARY
208632	07/17/26	1409740	MISARE , SALLY A	12920150EJ_JOB_154	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	702.00	2026 STATEWIDE PRIMARY
208633	07/17/26	1653276	MITCHELL , JO ELLEN	12920151EJ_JOB_155	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	159.20	2026 STATEWIDE PRIMARY
208634	07/17/26	1713241	MOCK , DONNA	12920152EJ_JOB_156	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	86.40	2026 STATEWIDE PRIMARY
208635	07/17/26	1713242	MONAHAN , JOHN	12920153EJ_JOB_157	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	142.88	2026 STATEWIDE PRIMARY
208636	07/17/26	1713243	MONAHAN , ROCHELLE	12920154EJ_JOB_158	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	143.20	2026 STATEWIDE PRIMARY
208637	07/17/26	1123649	MURPHY , PATRICIA JANIECE	12920155EJ_JOB_159	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	348.48	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208638	07/17/26	1713244	MURRAY , JANELL JOY	12920156EJ_JOB_160	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	155.20	2026 STATEWIDE PRIMARY
208639	07/17/26	1690467	NICHOLAS , RONALD	12920157EJ_JOB_161	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	89.92	2026 STATEWIDE PRIMARY
208640	07/17/26	1713245	NICOLSON , BARBARA	12920158EJ_JOB_162	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	16.00	2026 STATEWIDE PRIMARY
208641	07/17/26	1582110	NORTH , DONALD	12920159EJ_JOB_163	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	84.80	2026 STATEWIDE PRIMARY
208642	07/17/26	1713246	NUGENT , JENNIFER	12920160EJ_JOB_164	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	84.64	2026 STATEWIDE PRIMARY
208643	07/17/26	1713247	O'ROURKE , SUSAN	12920161EJ_JOB_165	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	121.60	2026 STATEWIDE PRIMARY
208644	07/17/26	1582111	ORT , JULIE	12920162EJ_JOB_166	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	121.60	2026 STATEWIDE PRIMARY
208645	07/17/26	1529242	PARKER , BRIGITTE	12920163EJ_JOB_167	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	333.00	2026 STATEWIDE PRIMARY
208646	07/17/26	1164841	PARKER , JERRY LEIGHTON	12920164EJ_JOB_168	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	373.44	2026 STATEWIDE PRIMARY
208647	07/17/26	1620100	PEREZ , IVONNE	12920165EJ_JOB_169	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	224.32	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208648	07/17/26	1448861	PETERS , JANELLE I	12920166EJ_JOB_170	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	685.26	2026 STATEWIDE PRIMARY
208649	07/17/26	1713248	PETERSEN , MARY LOU BELVIS	12920167EJ_JOB_171	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	16.00	2026 STATEWIDE PRIMARY
208650	07/17/26	1539178	PIPAL , TOM	12920168EJ_JOB_172	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	332.80	2026 STATEWIDE PRIMARY
208651	07/17/26	1136969	RAMSEY , MARY	12920169EJ_JOB_173	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	72.80	2026 STATEWIDE PRIMARY
208652	07/17/26	1470006	READ , EDWARD J	12920170EJ_JOB_174	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	371.04	2026 STATEWIDE PRIMARY
208653	07/17/26	1641403	REED , HATTIE LOU	12920171EJ_JOB_175	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	85.12	2026 STATEWIDE PRIMARY
208654	07/17/26	1713249	ROGERS , THOM	12920172EJ_JOB_176	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	166.72	2026 STATEWIDE PRIMARY
208655	07/17/26	1537173	ROPER , MARLA GAYE	12920173EJ_JOB_177	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	88.80	2026 STATEWIDE PRIMARY
208656	07/17/26	1409741	RYDER , LYNETTE J	12920174EJ_JOB_178	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	375.66	2026 STATEWIDE PRIMARY
208657	07/17/26	1565573	SACCARDI-WILLIAMS , CHRISTINE	12920175EJ_JOB_179	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	139.52	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208658	07/17/26	1678611	SARJEANT , JAMES	12920176EJ_JOB_180	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	85.44	2026 STATEWIDE PRIMARY
208659	07/17/26	1539198	SATCHELL , JOYCE	12920177EJ_JOB_181	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	81.60	2026 STATEWIDE PRIMARY
208660	07/17/26	1592418	SCHNEIDER , TIMOTHY S	12920178EJ_JOB_182	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	118.08	2026 STATEWIDE PRIMARY
208661	07/17/26	1356734	SCHOEBERL , SHIRLEY M	12920179EJ_JOB_183	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	142.24	2026 STATEWIDE PRIMARY
208662	07/17/26	1513871	SHEARER , PAMELA	12920180EJ_JOB_184	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	129.92	2026 STATEWIDE PRIMARY
208663	07/17/26	1690469	SHERMAN , RONALD	12920181EJ_JOB_185	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	142.88	2026 STATEWIDE PRIMARY
208664	07/17/26	1713250	SHUTT , SANDRA	12920182EJ_JOB_186	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	141.60	2026 STATEWIDE PRIMARY
208665	07/17/26	1582115	SIMMONS , SALLY	12920183EJ_JOB_187	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	64.00	2026 STATEWIDE PRIMARY
208666	07/17/26	1690470	SIMONSON , SIDNEY E	12920184EJ_JOB_188	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	156.48	2026 STATEWIDE PRIMARY
208667	07/17/26	1690471	SIMPSON-SCHULTZ , SHERI	12920185EJ_JOB_189	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	367.56	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208668	07/17/26	1620103	SINOPOLI , LISA	12920186EJ_JOB_190	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	102.40	2026 STATEWIDE PRIMARY
208669	07/17/26	1620104	SLOAN , LELAND	12920187EJ_JOB_191	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	358.56	2026 STATEWIDE PRIMARY
208670	07/17/26	1539205	SMITH , NORMAN	12920188EJ_JOB_192	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	84.80	2026 STATEWIDE PRIMARY
208671	07/17/26	1713251	SOO , JOHN	12920189EJ_JOB_193	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	176.80	2026 STATEWIDE PRIMARY
208672	07/17/26	1641405	SPRIGG , NANCEE KATHLEEN	12920190EJ_JOB_194	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	98.40	2026 STATEWIDE PRIMARY
208673	07/17/26	1539209	STOCKMYER , MILTON	12920191EJ_JOB_195	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	82.88	2026 STATEWIDE PRIMARY
208674	07/17/26	1356740	STOMMEL , KATHY IRENE	12920192EJ_JOB_196	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	144.80	2026 STATEWIDE PRIMARY
208675	07/17/26	1539211	STRAHL , BERNICE	12920193EJ_JOB_197	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	87.68	2026 STATEWIDE PRIMARY
208676	07/17/26	1713252	STRALEY , JANIS	12920194EJ_JOB_198	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	112.32	2026 STATEWIDE PRIMARY
208677	07/17/26	1713253	STRAUSS , CHARLES	12920195EJ_JOB_199	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	142.08	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208678	07/17/26	1713254	SUTTER , DARL	12920196EJ_JOB_200	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	140.80	2026 STATEWIDE PRIMARY
208679	07/17/26	1125741	TAYLOR , DAVID	12920197EJ_JOB_201	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	86.72	2026 STATEWIDE PRIMARY
208680	07/17/26	1713255	THOMAS , BETH-ANNE	12920198EJ_JOB_202	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	84.96	2026 STATEWIDE PRIMARY
208681	07/17/26	1692694	THOMASON , MADISON MARIE	12920199EJ_JOB_203	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	56.00	2026 STATEWIDE PRIMARY
208682	07/17/26	1620108	THRONE , VICKI	12920200EJ_JOB_204	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	152.16	2026 STATEWIDE PRIMARY
208683	07/17/26	1075189	TRAUTMANN , BRUCE	12920201EJ_JOB_205	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	102.24	2026 STATEWIDE PRIMARY
208684	07/17/26	1592426	TRIPP , KIMBERLY D	12920202EJ_JOB_206	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	146.08	2026 STATEWIDE PRIMARY
208685	07/17/26	1582119	TROUTMAN , EUGENE	12920203EJ_JOB_207	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	98.40	2026 STATEWIDE PRIMARY
208686	07/17/26	1356744	TRUJILLO , DEBORAH L	12920204EJ_JOB_208	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	89.28	2026 STATEWIDE PRIMARY
208687	07/17/26	1123705	TUCKER , JANEEN E	12920205EJ_JOB_209	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	138.40	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208688	07/17/26	1171192	TUMEY , PHYLLIS A	12920206EJ_JOB_210	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	387.54	2026 STATEWIDE PRIMARY
208689	07/17/26	1713256	UPTON , CAROLYN	12920207EJ_JOB_211	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	123.68	2026 STATEWIDE PRIMARY
208690	07/17/26	1539216	USECHEK , DAVID	12920208EJ_JOB_212	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	150.08	2026 STATEWIDE PRIMARY
208691	07/17/26	1631243	VARNELL-SARJEANT , JULIA	12920209EJ_JOB_213	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	98.24	2026 STATEWIDE PRIMARY
208692	07/17/26	1409743	VITEK , MICHAEL R	12920210EJ_JOB_214	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	305.76	2026 STATEWIDE PRIMARY
208693	07/17/26	1537182	VOGEL , RICHARD	12920211EJ_JOB_215	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	599.58	2026 STATEWIDE PRIMARY
208694	07/17/26	1713257	VONSTEIN , PAUL	12920212EJ_JOB_216	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	86.88	2026 STATEWIDE PRIMARY
208695	07/17/26	1529248	WARREN , DIANA	12920213EJ_JOB_217	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	145.60	2026 STATEWIDE PRIMARY
208696	07/17/26	1653290	WATKINS , JULI ANNE	12920214EJ_JOB_218	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	85.92	2026 STATEWIDE PRIMARY
208697	07/17/26	1713258	WATT , JEANNE	12920215EJ_JOB_219	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	143.20	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208698	07/17/26	1713259	WEIKUM , DENISE	12920216EJ_JOB_220	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	90.24	2026 STATEWIDE PRIMARY
208699	07/17/26	1529249	WENGER , COLLEEN	12920217EJ_JOB_221	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	121.92	2026 STATEWIDE PRIMARY
208700	07/17/26	1642204	WESTBY , GIESELE LYNN	12920218EJ_JOB_222	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	85.60	2026 STATEWIDE PRIMARY
208701	07/17/26	1529250	WHEELER-CLOUSE , SAMMYE	12920219EJ_JOB_223	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	507.60	2026 STATEWIDE PRIMARY
208702	07/17/26	1338680	WHITE , DONNA KATHLEEN	12920220EJ_JOB_224	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	74.08	2026 STATEWIDE PRIMARY
208703	07/17/26	1539219	WICK , DONALD	12920221EJ_JOB_225	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	86.08	2026 STATEWIDE PRIMARY
208704	07/17/26	1356750	WICK , SHIRLEY A	12920222EJ_JOB_226	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	86.88	2026 STATEWIDE PRIMARY
208705	07/17/26	1592432	WILLIAMS , JERI	12920223EJ_JOB_227	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	416.80	2026 STATEWIDE PRIMARY
208706	07/17/26	1356756	WILSON , LINDA LENORE	12920224EJ_JOB_228	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	57.44	2026 STATEWIDE PRIMARY
208707	07/17/26	1713260	WILSON , WAYNE DOUGLAS	12920225EJ_JOB_229	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	83.20	2026 STATEWIDE PRIMARY

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
208708	07/17/26	1713261	WOODWARD , THOMAS JUDE	12920226EJ_JOB_230	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	86.72	2026 STATEWIDE PRIMARY
208709	07/17/26	1529253	WRIGHT , JOHN	12920227EJ_JOB_231	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	414.08	2026 STATEWIDE PRIMARY
208710	07/17/26	1713262	ZOETEWAY , WILLIAM	12920228EJ_JOB_232	00100	12500	ELECTIONS AND REGISTRATION	447400	Election Judges/Referee Fees	85.92	2026 STATEWIDE PRIMARY
									Grand Total:	**43,930.74**	

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Erin Johnson, Assistant Director

DESCRIPTION: Intergovernmental Agreement Between Arapahoe and Douglas Counties for Employment Services in the Amount of $171,342.00.

SUMMARY: The Department of Human Services (Department) collaborates with Arapahoe/Douglas WORKS! (ADW) for Employment First case management services. Employment First is the work requirement component of the federal SNAP or Food Assistance Program.

RECOMMENDED ACTION: Approve and sign.

REVIEW:

Ruby Richards	Approve	7/14/2026
Jeff Garcia	Escalated	7/20/2026
Amy Williams	Approve	7/21/2026
Christie Guthrie	Approve	7/21/2026
Doug DeBord	Approve	7/21/2026

ATTACHMENTS:

Cover Page
ADW IGA 26-27- Employment First

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Erin Johnson, Assistant Director

DESCRIPTION: Intergovernmental Agreement Between Arapahoe and Douglas Counties for Employment Services for $171,342.00

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REVIEW:

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Jeff Garcia	Escalated	7/20/2026
Amy Williams	Approve	7/21/2026
Christie Guthrie	Approve	7/21/2026
Doug DeBord	Approve	7/21/2026

ATTACHMENTS:

ADW IGA 26-27- Employment First

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "this Agreement") is entered into this _____ day of _____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, Colorado ("Douglas"), and the **BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY**, Colorado ("Arapahoe"). Both Counties hereinafter referred to as the "Parties".

RECITALS

WHEREAS, the Parties are authorized under Article XIV, Section 18 of the Colorado Constitution, and by C.R.S. 29-1-203 et seq. to Agreement with one another to provide any function or service lawfully authorized to each of them; and

WHEREAS, the Parties, in their capacity as a County Human Services Agency, are responsible for the administration of various human services programs including the Federal Supplemental Nutrition Assistance Program (SNAP), and a component of SNAP is the provision of employment services (Employment First) to certain participants; and

WHEREAS, Arapahoe/Douglas Workforce Board has designated the Arapahoe/Douglas Workforce Center as the one-stop for the federally designated regions of Arapahoe County and Douglas County; and

WHEREAS, Arapahoe, through its Arapahoe/Douglas Works Division ("ADW") of the Arapahoe County Community Resources Department, provides training, counseling, assessment and job referral services for individuals seeking employment, including SNAP recipients; and

WHEREAS, authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment under this Agreement,

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. ADW will provide Employment First case management services for Douglas Employment First program participants referred to ADW by Douglas County Human Services as more particularly described in the Scope of Work attached hereto as Exhibit A and incorporated herein.

2. The term of this IGA shall be from **July 1, 2026, through September 30, 2027**, unless sooner terminated or otherwise extended.

3. Douglas agrees to pay Arapahoe an amount not to exceed **one hundred seventy-one thousand, three-hundred and forty-two dollars ($171,342.00)** as the maximum IGA expenditure under this Agreement in accordance with Exhibit C, Method of Payment, Item G, subitem c, contained herein. Douglas County's share of the Employment First Case Management

prevailing Colorado Department of Human Services Information Memo for Employment First County allocations, so long as the Douglas County share does not exceed **seventy thousand, one-hundred and eighty dollars ($70,180.00)**. Arapahoe shall invoice Douglas on a monthly basis for services provided. Douglas shall pay said invoice within thirty (30) days of receipt. All expenditures are subject to appropriation of funds. Douglas may terminate without penalty by providing thirty (30) days' written notice to Arapahoe.

4. Facility fees will be waived for Arapahoe under this Agreement.

5. The Director of Douglas County Human Services is designated as the authorized representative of Douglas for the purpose of administering, coordinating and approving work performed pursuant to this Agreement.

6. Arapahoe agrees that no official, officer or employee of Arapahoe County shall have any personal or beneficial interest in the services described herein.

7. Arapahoe and Douglas understand and agree that each party is relying on, and does not waive or intend to waive, any provision, right, immunity or protection provided by the Colorado Governmental Immunity Act, §§ C.R.S. 24-10-101 et seq.

8. In connection with the services provided pursuant to this Agreement, Arapahoe shall not discriminate against any Douglas Employment First participant because of race, creed, color, national origin, religion, sex, mental or physical disability, or age.

9. All records remain the property of the Douglas County Department of Human Services. Documents, data compilations, and other client-based information prepared and maintained by Arapahoe in connection with this Agreement shall be confidential. Documents shall not be made available by Arapahoe to any individual or entity without the consent of the Douglas County Representative. Confidential files must be maintained in a secure environment that ensures confidentiality. Arapahoe will notify Douglas immediately of any breaches of security or confidentiality as they pertain to client data. Arapahoe agrees that, upon request of Douglas, at any time during the term of this Agreement, or four (4) years thereafter, it will make full disclosure to Douglas and make available for inspection and audit upon request Douglas, all of its records associated with work performed under this Agreement for the purpose of making an audit, examination, or excerpts. Under this item, records refer to the support documentation for expenses invoiced to Douglas and paid to Arapahoe. Arapahoe will retain any and all records, beyond the terms outlined above in this recital, as identified in a "litigation hold" notice provided by Douglas until receipt of a release from said hold.

10. The Parties shall have the right to terminate this IGA, without cause, by giving not less than thirty (30) days' written notice to the other party of such termination and specifying the effective date of such termination. Arapahoe shall be entitled to receive compensation in accordance with this Agreement for services completed pursuant to this Agreement prior to the date of receipt of the notice of termination or such other stop-work date as may be specified in said notice.

Notices to be provided under this IGA shall be given in writing and either delivered personally during normal business hours to the appropriate office below, or by prepaid first-class U.S. mail, e-mail, or other method authorized in writing by the Authorized Representative.

To Douglas:	Douglas County Human Services Ruby Richards, Director 11045 E. Lansing Circle, First Floor Englewood, CO 80112 Phone: (303) 814-5395 Email: rarichar@douglasco.gov
With a Copy to:	Douglas County Attorney's Office 100 Third Street Castle Rock, CO 80104 Phone: (303) 660-7414 Email: attorney@douglasco.gov
With a Copy to:	Department of Human Services Attn: Erin Johnson, Assistant Director 11045 E. Lansing Circle, First Floor Englewood, CO 80112 Phone: (303) 814-5359 Email: Ejohnso1@douglasco.gov
To Arapahoe:	Arapahoe County Attn: Katherine Smith, Director of Community Resources Arapahoe County Plaza 1690 W. Littleton Blvd Littleton, CO 80120 Phone: (303) 795-4639 Email: ksmith@arapahoegov.com
With a Copy to:	Arapahoe County Attorney 5334 S. Prince Street Littleton, CO 80120 Phone: (303)795-4639 Email: attorney@arapahoegov.com

11. Pursuant to CRS 29-1-110, the financial obligations of Douglas as set forth herein after the current fiscal year are contingent upon funds for the purpose being budgeted, appropriated and otherwise available.

12. This Agreement may require access to various Douglas County facilities, including human services, law enforcement and judicial buildings that may contain Criminal Justice Information (CJI). Accordingly, Douglas County will conduct prescreening background checks for Arapahoe and its personnel. These background checks will be managed by Douglas.

If access to secure areas of the Human Services building is required under this Agreement, it is Arapahoe's responsibility to ensure that all applicable personnel complete the required fingerprinting and background checks with passing results.

Prior to badge access being granted to any Douglas County facility, Arapahoe and its personnel must successfully complete both a state and federal fingerprint-based background check.

Depending on the nature of access, Arapahoe and its personnel may also be required to execute a Criminal Justice Information Services (CJIS) Security Addendum.

These background check and badging requirements will only apply if access to secure areas is necessary for the performance of services under this Agreement.

Costs associated with fingerprinting and background checks are reimbursable under this Agreement.

13. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the activities conducted under this Agreement by Arapahoe shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado.

14. [RESERVED]

15. SEVERABILITY: In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Agreement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

16. NO THIRD PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

17. CONFLICT OF INTERST: Parties agree that no official, officer or employee of Douglas shall have any personal or beneficial interest whatsoever in the services or property described herein, and Arapahoe further agrees not to hire, pay, or contract for services of any official, officer or employee of Douglas. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Arapahoe by placing Arapahoe's own interests, or the interest of any party with whom Arapahoe has a contractual arrangement, in conflict with those of County. Specifically, Arapahoe will notify Authorized Representative (or that person's designee) if anyone performing services outlined in Exhibit A: 1) is a past or current Human Services client, or 2) is related to or a close acquaintance of a past or current Human Services client. Providing services when a known or potential client conflict exists without previously informing the Authorized Representative and receiving approval, may be deemed BREACH OF AGREEMENT.

18. BREACH OF AGREEMENT**:** Failure to perform according to the specifications of this Agreement will be considered a breach of Agreement and may be subjected to any or all of

the following: legal action, termination of Agreement, any additional applicable legal remedies available to Douglas, and/or reimbursement to Douglas for costs associated with the breach of Agreement. Arapahoe's liability is limited to the amount of any sanction(s) or penalty(ies) incurred by Douglas County as a result of an audit or review, no matter when the audit occurs, based upon Arapahoe's failure to take any timely and proper required action in compliance with program requirements and/or this Agreement. Reimbursement is due and owing even if for some reason no subsequent payment exists.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, Douglas and Arapahoe have executed this Agreement as of the above date.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF ARAPAHOE

BY:_____
Katherine Smith, Director of Community Resources
Authorized by Arapahoe Board of County Commissioners

DATE:_____

Exhibit A
GENERAL SCOPE OF SERVICES

Arapahoe agrees to provide service(s) outlined herein. Services provided outside of this Exhibit will be deemed gratuitous and are subject to non-payment at the Department of Human Services' (Department) discretion.

I. Arapahoe shall:

A. Conducting Business

a. Retain confidentiality of all client information. This includes all verbal, written, and electronic communication, and all service delivery information. Unless prior written approval is provided, Arapahoe may not release any information about the program and its applicants.

b. Be able to proceed with the following staff identification and assignment process:

i. Complete whatever requirements are needed internal to Arapahoe's own organization.

ii. Fulfill fingerprinting requirements in accordance with Term 13 of the Intergovernmental Agreement (IGA) and Attachment 2, both of which are incorporated into this Agreement.

ii. Allow Douglas County staff to meet with the candidate(s). If potential staff assignment is acceptable to both Arapahoe and Douglas, make an offer or assignment change contingent upon successful completion of a: a) drug test, b) fingerprint background check, and c) Department review of Trails (Colorado's child welfare computer system) and CAPS (Colorado's adult protection computer system). (See Attachment A1.)

iv. Results of each item listed in A. b. ii. above will be reviewed by Douglas who will solely decide if the staff assignment is ultimately appropriate.

v. Note that staff may not begin any casework or receive any user IDs/temporary passwords for any system access until Douglas approval per A. c. iv. above is done.

c. Arapahoe will notify the Department if/when any traffic or criminal charges occur that could impact assigned staff's fitness or ability to execute the work assigned in this Contract, or that violate a law, e.g., Adam Walsh Act, or program requirement.

d. All client (or provider/third party, if applicable) paperwork, records and data must be stored on Douglas's network or ingested in Douglas's electronic content management (ECM) system(s) no later than within three (5) business days of receipt. County will provide training as needed for the ECM system(s).

e. Utilize the Human Services Client and Reporting Enterprise System (HSCARES) for referencing programs with which a client is already associated.

f. All client data must be sent via secure County email or secure file transfer (even to clients themselves). If client data must be transferred via a portable drive, facsimile, CD or some other means, that must be approved by the Department in advance. Documents may be mailed to clients or their Authorized Representative via US mail or a third party mail delivery company without prior approval. Client

communication may be sent via text message following County approval or using County issued devices or tools. Arapahoe staff will timely follow-up with all system or computer access issues or needs by contacting DHSsecurity@douglasco.gov or Douglas County Support Desk. Arapahoe shall notify the Department immediately: 1) if an employee accesses any County, State or third party system or record for personal use or gain, or without any business need, and 2) when the individual no longer has authorization to access any State, County or third party systems. County reserves the right to end access to any or all State, County or third party system for inappropriate or unauthorized use which would result in the individual no longer being able to work under this contract.

g. Douglas will provide Arapahoe staff who perform any client related work with a Douglas County email address that shall be used with clients, providers, State program staff and any third party when client data is being discussed, reviewed, shared or transmitted. This Douglas County email will also allow for Arapahoe to use Douglas's secure email feature and secure file transfer tool.
h. Arapahoe will use Douglas's email and network for all client related work. If Arapahoe is not in a County building, Arapahoe will be set-up with the needed access to the Douglas virtual private network (VPN) and/or virtual desktop infrastructure (VDI) connection.
i. Maintain hours of operation that correspond to the Department's, i.e., Monday through Friday 8 a.m. to 5 p.m. Contract management will respond to emails or phone calls from the Department on Fridays, in the event of an emergency. Reasonable holiday, emergency, and weather closures are permitted. Arapahoe will be available during hours of operation to answer client questions, and address concerns. Return customer calls and emails within 48 clock hours excluding weekends, holidays, or closures.
j. Cooperate with community partners, providers and County staff as reasonable and appropriate to achieve program requirements and quality customer service.
k. Be able to timely recruit and place staff in Douglas County offices so as to avoid delays in work and not impact customer service. Provide appropriately skilled supervision of staff and appropriate overall management.
l. Notify Douglas in writing of any change in the persons authorized to bind the Contract.
m. Not subcontract this work to any other entity.
n. Attend program oversight meetings throughout the course of any resulting contract. Meeting frequency will be determined by Douglas Program Manager, or at Arapahoe request.
o. Not speak with any member of the media without express consent by a County Commissioner, County Manager, Deputy County Manager, or Human Services Director. Not present to any entity that Arapahoe makes policy or funding decisions on behalf of Douglas or Department. Arapahoe shall not engage in any form of lobbying on behalf of Douglas. Arapahoe may be asked to join a Department staff member at a meeting/conference, or to attend on the Department's behalf. However, Arapahoe may not vote on behalf of Douglas, commit County resources, or otherwise obligate Douglas. Arapahoe may not use Douglas's logo on any materials unless approved in writing by Douglas.

p. Consistently collect client feedback and provide the results to the Department on at least an annual basis. The Department may provide a survey and/or data collection tool.
q. Arapahoe will only use forms, templates, releases and other case related materials approved in advance by the Department. All vendor forms will be included in the written operating procedures mentioned in B. e. below. Any requests for new forms, or modifications to existing forms must be approved in advance in writing by the Program Manager.
r. Arapahoe will stay apprised of all pertinent changes in the program including, but not limited to, changes in applicable law or regulations; changes in the eligibility requirements; changes in computer system requirements; and changes in data collection requirements.

B. Compliance with Laws, Rules and Policies
   a. Immediately report suspected child and adult abuse, neglect and exploitation.
   b. Abide by all applicable Federal, e.g., HIPAA and Adam Walsh Act; State laws, rules, and regulations; and Douglas County program policies and procedures. Comply with Douglas County and/or Department required training, including but that may not be limited to: 1) civil rights, 2) ethics, 3) mandatory reporter, 4) fraud identification and prevention, 5) building safety and security (for staff working in any Douglas County building), 6) cyber and data security, and 7) Arapahoe and personnel are asked to complete any Douglas, State or Federal training to obtain system and/or building access, e.g., CJIS. Arapahoe is responsible for ensuring their staff timely and adequately complete all training outlined in the Contract. Incomplete or untimely training will result in that individual's access being suspended, and no work outlined in the Contract can be performed by this person or submitted for reimbursement unless or until the required training is done.
   c. Ensure staff are appropriately trained on: 1) laws, rules, regulations and policies, 2) authorized access and use of the required State, County, and third party computer system.
   d. Develop detailed written operating procedures and present these to the Department for review and approval. These should include items such as processing expectations, case reviews, and confidentiality. The operating procedures and related administrative functions must be approved by Douglas and be in place within 15 calendar days from the start date of the Contract.
   e. Contact the Department's Program Integrity Unit with any questions regarding possible or known client or provider fraud or abuse, and complete fraud referrals as appropriate.
   f. Provide Douglas a copy of Arapahoe's Single Audit annually.

C. Case Management
   a. Complete all data entry, including case comments, into the Colorado Benefits Management System (CBMS) within 5 business days.
   b. Emails and text messages do not have to be transferred into a CBMS case comment or ingested into Douglas's ECM system(s) if they are part of a general case interaction and are captured generally in a status CBMS case comment.

However, 1) for all emails or texts in which a civil rights allegation is made, Arapahoe will contact the Department immediately to determine how these communications will be addressed. If emails and text messages are expected to be saved into the Department's ECM system(s), it will be done in 5 business days.

c. Arapahoe's supervisory and line staff must be able to timely complete all State required CBMS training, remain current with all CBMS changes, and correctly use the system.
d. Conduct client orientations to familiarize recipients with the rules, regulations, expectations, services and supports in the Employment First program. Be available to clients to answer questions, address case concerns, provide information and referrals, accept written documentation and provide excellent customer service.
e. Provide case management, crisis intervention, information and referral services for all clients as appropriate.
f. Once a referral is made, Arapahoe will conduct an initial assessment, as well as ongoing assessments as needed, to determine client strengths and barriers to self-sufficiency. These assessments may vary in form or format based on State source system design or program requirements. Assessments will lead Arapahoe to develop appropriate, individualized service plans to include referrals to community partners, supportive services and a current, measurable Individual Plans. Individual Plans will be completed at the initial meeting between Arapahoe and their client. It is recommended that this meeting occur within fifteen (15) days from the date that the assessment was completed but must occur no later than the thirtieth day following the date the assessment was completed.
g. Develop Individual Plans, as required, that are client-centered, realistic, specific, measurable and address specific barriers disclosed at assessment. Individual Plans are entered into the Colorado Benefits Management System (CBMS).
h. Encourage and promote clients' ability to successfully meet Individual Plan terms and conditions to ensure continuation of benefits and successful completion of the Colorado Works program. Assist all clients in addressing and overcoming barriers to self-sufficiency.
i. Promptly communicate any compliance concerns with eligibility workers and/or referral source so as to assist client is resolving such issues and encouraging appropriate conflict resolution strategies.
j. Establish meeting times with clients on a weekly, semi-monthly, monthly or other frequency adequate to meet the severity of self-sufficiency barriers, client needs and level of support needed from the Department to help clients overcome barriers.
k. Collaborate to provide integrated services between other units such as Eligibility (Food Assistance, Medicaid, Low-Income Energy Assistance, and Child Care), Child Welfare, Child Support Enforcement, and other community partners providing client services. Communicate with Department staff to avoid any disruption in benefits that may occur. Coordinate with the Department and clients to ensure all necessary paperwork is turned in timely so as to ensure benefits can be issued timely.
l. Maintain open lines of communication and coordinate treatment planning with other agencies. Advocate on client's behalf to ensure appropriate services with

community partners are put in place when authorization to release information has been signed by client.

m. Complete referrals on behalf of clients needing additional assistance from the Department, as well as referrals to community partners in order to connect families in need with appropriate services and supports. Manage resources including supportive service payments and arranging for services that lead to client self-sufficiency within specified time frames.
n. Attend program oversight and contract monitoring meetings. Program oversight meetings may include discussion of: 1) progress toward achieving outcomes, 2) caseload volume and statistical data, 3) customer service concerns, 4) case audits, and overall status of the program. Contract monitoring meetings may include a discussion of any element the executed contract, e.g., timeliness or accuracy of invoices, ongoing performance compared to performance measures outlined, turnover, and are not intended to address case specific issues.
o. Ensure that all client cases follow Fair Labor Standards Act (FLSA) regulations, and that Arapahoe accurately determines and enters calculations and payments.
p. Notify Department immediately of any potential client appeals, consumer complaints, Arapahoe employee issues related to the contract, and/or claims of discrimination. Prepare written documentation, statistical reports and/or other materials needed for a Department review and/or Administrative Court review. Support Douglas and Department in any dispute resolution process that may occur.

D. Work Locations, Facilities and Space
   a. Arapahoe location(s) must have reasonable accommodations in place and maintain adequate space, staff and operations throughout the Contract that maintain client confidentiality. This includes but is not limited to adequate technological infrastructure and the ability to obtain computer system access to the Colorado Department of Human Services (CDHS) portal, Douglas County network and electronic content management (ECM) system(s), and any other needed third-party systems, and be able to support its own infrastructure.

E. Staffing Requirements
   a. Staff will be dedicated to this project at the time the contract is initiated, and coverage must be provided for these services without regard to staff turnover. Arapahoe will recruit and train staff as needed within a reasonable timeframe.

II. The Department of Human Services shall:
   a. Provide Arapahoe with access to the State, County and third-party computer systems as necessary.
   b. Be able to request that a specific individual be removed from working on Douglas County cases should their performance or customer service warrant it; in the event of a conflict of interest; for misuse of any client data or misuse of system access; or breach of client confidentiality or data.
   c. Manage all civil rights complaints.

d. Monitor Arapahoe's performance which includes, but may not be limited to:
    i. customer service with both clients and other stakeholders,
    ii. evaluation of complaints and resolution,
    iii. review of billing processes and determination of allowable of expenses,
    iv. review overall contract compliance, and
    v. review of case work as deemed necessary.

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Exhibit B
REQUIREMENTS FOR EMPLOYMENT FIRST SERVICES

Arapahoe will provide client and provider services related to the Employment First program. Client services are predominantly employment development case management in nature, and provider services are predominantly related to employer site development and site assignment. In this Exhibit "Department" refers to the Douglas County Department of Human Services.

A. Employment First Eligibility
    a. The Department will determine SNAP eligibility and forward Employment First referrals to ADW.

B. Case Manager Services
    a. Develop and provide all of the following for new and ongoing participants:
        i. Assessment of job history, skills, and readiness, and overall barriers to obtaining and retaining employment,
        ii. Program orientation (that includes a review of the "exemption" and "disqualification" processes),
        iii. Services that focus on job search, referral and placement,
        iv. Interview skills and resume writing,
        v. Soft skills training to include appropriate workplace conduct and communication,
        vi. Short-term certification training in targeted industries and occupations, and
        vii. Time management and planning.
    b. Attempt to identify an adequate number and type of workfare sites with a reasonable number or percent that are within Douglas County or within a reasonable commute for people who must use public transportation. Develop these relationships and ensure any required paperwork is completed and maintained.
    c. Coordinate between the Food Assistance and Colorado Works eligibility staff as needed. Provide other reimbursable supportive services consistent with Department approved procedures. (Client expenses that are not adequately documented or are not reimbursable per State rule will not be reimbursed to Arapahoe. The amount budgeted for client transportation and supportive services are noted in Exhibit C, and are part of the overall Agreement maximum.)
    d. Address and resolve all participant program appeals and worksite grievances.
    e. Create and maintain participant files that adequately address Department, County, State, and Federal program requirements and that meet reasonable audit standards. Arapahoe shall maintain documentation for four (4) years. Participant files include, but may not be limited to:
        i. Signed and dated releases and work plans,
        ii. Job search hours,
        iii. Requests and approvals for supportive services (which may require the collection of receipts), and
        iv. Workfare and employer site records
    f. Determine the type of participation in accordance with all rules and regulations.

g. Work reports timely and accurately to ensure correct program participation and enhanced funding.

C. Business Development Services
   a. A part-time Business Development Representative may be engaged to recruit and build relationships with businesses in Douglas County, offering the 8 core services such as hiring and recruiting events, business education, and work-based learning development.
   b. Business recruitment will be targeted: 1) in certain industries that have high growth projections and high demand, and for which ADW will begin to develop clients' skills and training for these industries, and 2) in industries that would most likely have a need to access and employ our inventory of job seekers and program participants.
   c. These services are expected to increase job placements, wages at placement and job retention.
   d. Complete a monthly report if time is charged directly for business services. If staff time is not leveraged, no monthly report is required.

F. Case Reviews
   a. Arapahoe will review at least two (2) cases per month. Should any findings occur, case corrections are to be made within five (5) business days.
   b. Participate in any Federal, State or County audits or performance reviews, and allow access to all related records and systems, including an on-site visit if requested. If an audit or review results in a corrective action plan, Arapahoe shall develop such plan, obtain County approval, and implement it by the defined deadline. If such an audit or review results in a financial penalty for Douglas, Arapahoe shall be expected to reimburse the Department. Arapahoe's liability is at least the amount of any sanction(s) incurred by Douglas County as a result of an audit or review, no matter when the audit occurs, based upon Arapahoe's failure to take any timely required action in compliance with program requirements and/or this contract.

G. Outcomes and Reporting
   a. Maintain a processing timeliness standard of 95% and a case quality standard of 95% or better. Manual HSCARES entries, if required, must be 100% accurate, and all ECM system(s) ingestion must be 100% accurate.
   b. As part of a complete invoice, Arapahoe will provide the monthly report. Complete a monthly report which shall include:
      a. Number of referrals received for the month.
      b. Current caseload count and list
      c. Number of cases closed in an invoice month
      d. Case closure reason and/or outcome
   c. Arapahoe will provide a report (in Microsoft Word), cumulative of the Monthly Report and suitable for distribution to the Board of County Commissioners and potentially shared at a public Board Business Meeting. No client identifying information may be used. The report must include:
      a. Summary of services provided,

b. Number of clients served,
c. Participant outcomes
d. Any additional qualitative goals, measures or information relevant to the services provided.

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Exhibit C
METHOD OF PAYMENT

A. Arapahoe shall invoice monthly for services rendered pursuant to Exhibit B. No pre-payments or advances will be made.

B. Arapahoe shall generate a complete invoice monthly that is sufficiently detailed as outlined by Douglas to substantiate expenses and support service provision and maintain all documentation in an organized and auditable manner for four (4) years.

C. The invoice will be posted to Douglas' OneDrive folder. A complete invoice is defined as:
   a. Invoice completed, printed off and signed (any sales tax notated on invoice),
   b. Supporting expense documentation for all services is as follows:
      i. At least once a quarter, the Department may select an expense within 2 business days of invoice receipt and require all back-up documentation within 4 business days of the selection.
      ii. Should the random expense back-up reviews not produce reasonable documentation the Department will notify ADW, and may result in non-payment. The Department may revert to requiring back-up documentation for every expense every month depending on random review results.
   c. Completed monthly report
   d. Completed monthly case reviews

D. Arapahoe may invoice Douglas as follows for Employment First:

Funding	**Amount**	**Permitted Uses**	**Non-Permitted Uses**	**Cost Distribution Methodology**
100% Federal	See item a) in table below.	salaries/benefits and staff expenses; operating and administrative expenses; participant expenses paid to a third party	direct payments to participants; optional workfare activities	See item b) below this table.
50% Administrative	See item a) in table below.	salaries/benefits and staff expenses; operating and administrative expenses; participant expenses paid to a third party	direct payments to participants; optional workfare activities	See item b) below this table.
80%/20% Participant	See item a) in table below.	benefits paid directly to the participant	salaries/benefits and staff expenses; operating and administrative expenses; participant expenses paid to a third party;	

Funding	Amount	Permitted Uses	Non-Permitted Uses	Cost Distribution Methodology
			optional workfare participant expenses	See item b) below this table.
50% Participant	See item a) in table below.	benefits paid directly to the participant	salaries/benefits and staff expenses; operating and administrative expenses; participant expenses paid to a third party; optional workfare participant expenses	See item b) below this table.
Reallocated 100% Federal	See item a) in table below.	salaries/benefits and staff expenses; operating and administrative expenses; participant expenses paid to a third party	direct payments to participants; optional workfare activities	See item b) below this table.
50%/50% Participant Workfare	See item a) in table below.	participant benefits for optional workfare clients	any expense for non-optional workfare participants	See item b) below this table.
50%/50% Administrative Workfare	See item a) in table below.	salaries/benefits and staff expenses; operating and administrative expenses for optional workfare clients	any expense for non-optional workfare participants	See item b) below this table.

G. The Parties agree that the maximum Arapahoe will invoice for each area in the table is the Douglas County designated amount listed in the prevailing Colorado Department of Human Services Information Memo for Employment First county allocations, as long as the Douglas County share does not exceed the maximum identified in Recital 3. Arapahoe recognized these allocation amounts are subject to increases and decreases. Douglas will provide written notice to Arapahoe when Employment First allocations change or if there is an increase in the Douglas share maximum.
   a. Douglas will apply the monthly Optional Workfare percentages provided by the Colorado Department of Human Services (CDHS) to their corresponding expenses.
   b. Any client expense which is not claimable under any of the above categories will not be paid unless prior written approval is obtained from Douglas. This item would be specifically highlighted in the invoice as such and include the prior written approval.

c.

#	Services	Budget
1	Employment First Allocation	$161,342.00
2	Douglas Share of the Employment First Allocation	$70,180.00
3	Funds may be used as follows: To accommodate an increase in the allocation as published by the Colorado Department of Human Services (CDHS) via an Information Memo, if the State increases the allocation within the fiscal year of this IGA, an Amendment to this IGA is not required so long as the maximum IGA expenditure is not surpassed. The effective date of the allocation increase is the date of the CDHS Information memo or the date specified within the Information Memo.	$10,000.00
4	Maximum IGA Expenditure	$171,342.00

H. For Business Development, only that person's salary and benefits may be invoiced in conjunction with activities performed that related to Employment First clients.

I. No computer hardware or software may be purchased under this Agreement.

J. In the event that any costs are shared by multiple clients or a cost is shared across two or more Agreements with Douglas County, Arapahoe must prorate the expense(s). The Department will only reimburse for the portion of the expense incurred for the execution of this Agreement. Arapahoe may not bill Douglas for any cost, fee or expense not outlined above.

K. If Arapahoe elects to simultaneously use any of the same staff people for this Agreement as another Agreement with the Department, Arapahoe must provide documentation that clearly identifies that Arapahoe is not receiving more reimbursement for that expense than the appropriate share for each Agreement.

L. Invoices must be submitted by the 15th of each month subsequent to the month services were provided. Invoices and all back-up documentation will be uploaded to the Department's OneDrive folder. Arapahoe will email HSAccounting@douglasco.gov when new invoices have been added to OneDrive or existing documents edited in OneDrive.

M. Complete invoices not received within the specified timeframe may be denied for payment. Continual failure to comply with invoicing and reporting requirements may constitute breach of Agreement.

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Attachment 1
DEPARTMENT'S BACKGROUND CHECK POLICY

(See following 3 pages.)

Attachment 2
FINGERPRINTING INSTRUCTIONS FOR VENDOR MANAGEMENT PROGRAM PARTICIPANTS

The following fingerprinting instructions must be followed by the vendor in order to obtain access to Douglas County buildings and/or systems.

COLORADO
Bureau of Investigation
Department of Public Safety

690 Kipling Street
Denver, CO 80215
(303) 239-4201 | www.colorado.gov/cbi

Fingerprinting Instructions for Vendor Management Program Participants

The CBI implemented on September 24, 2018 the Colorado Applicant Background Services (CABS) program in response to Senate Bill 17-189. This bill authorizes, under the management of the CBI, third party vendors to print and submit non-criminal applicant fingerprints to the state.

Applicants are required to pre-enroll and schedule an appointment to have their fingerprints taken and submitted electronically to CBI for processing. To better serve all Colorado citizens, enrollment sites have been strategically placed throughout Colorado.

In the event an applicant resides outside of Colorado or is physically unable to visit an enrollment location, they will submit their fingerprints to our vendor for cardscan conversion processing (see link below for instructions). This process will convert physical fingerprint cards to allow these submissions to be processed electronically utilizing the CABS program.

	Website	Fees	Service Code	Mail-In Option
IdentoGo	https://uenroll.identogo.com/workflows/25YR99	$39.50 CBI fee + $10.00 IdentoGo fee	25YR99	Visit https://uenroll.identogo.com/workflows/25YR99/hardcard/bio for instructions.
Colorado Fingerprinting	http://www.coloradofingerprinting.com/cabs/	$39.50 CBI fee + $10.00 Colorado Fingerprinting fee	*None*	Applicants register online, select "out-of-state applicant" and pay for their order online. Mail fingerprint card with order receipt to Colorado Fingerprinting for processing at 110 16th St, 8th Floor, Denver, CO 80202.

Fingerprint processing times are typically less than 24 hours for the fingerprint processing; up to an additional week for further screening and authorization into the Vendor Management Program. Please bear in mind that, even if the fingerprint processing is complete, there is still an additional review process conducted by the CBI for enrollment into the program. An applicant to the Vendor Management Program is not considered authorized until the Vendor Administrator receives an email declaring them as such.

In the rare instance that fingerprints are rejected for poor print quality, the applicant will be notified and instructed to reschedule an appointment at no charge.

If your company has elected to set up an invoiced account with the CBI in the past, the CBI will no longer be invoicing you directly. Payment to cover CBI/FBI processing as well as the fingerprint capture fee will be collected by the fingerprint vendor.

For more information, visit the Colorado Bureau of Investigation website:

- **Fingerprints and CABS:** https://www.colorado.gov/pacific/cbi/employment-background-checks
- **Vendor Management Program:** https://www.colorado.gov/pacific/cbi/cjis-vendor-management-program

700 Kipling Street Suite 1000, Lakewood, CO 80215 cdpsweb.state.co.us
Jared Polis, Governor | Stan Hilkey, Executive Director

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Mathew Dziubanski, Chief Building Official

DESCRIPTION: Public Contract for Services with Shums Coda Associates, IncV for the 2026 Elevator Inspection Services, to Provide the Level of Service Previously Provided to Our Conveyance Owners and the Public in Douglas County.

SUMMARY: Colorado statutes (§8-20-101 C.R.S., §9-5.5 C.R.S.) provide for uniform regulation of elevators and other conveyances, such as material and ADA-compliant lifts, and escalators. Since 1998, Douglas County has maintained a Memorandum of Agreement with the Colorado Department of Labor and Employment, Division of Oil and Public Safety, to locally regulate conveyances in unincorporated Douglas County.

Elevator technology and equipment is highly specialized and requires expert inspectors that are both State-qualified and QEI certified. Douglas County contracts with a qualified consultant to provide conveyance regulation for our Elevator Inspection Program within unincorporated Douglas County, compliant with the County's MOA with Colorado. Douglas County requires the services of a well-staffed private consulting company to maintain our very high standards for customer service, including next-day inspections.

Following the State's model, costs for elevator inspections are paid by elevator owners. The costs for mandated periodic inspections are collected from conveyance owners by the County, at a cost lower than typically paid by owners hiring State qualified independent inspectors in State-regulated jurisdictions. Required inspections are then scheduled throughout the year by the consultant and the elevator owners, ensuring that the equipment is inspected within the time frame required by State law. State-mandated periodic elevator inspections in Douglas County began in 2011 with costs of around $90,000. However, the number of elevators has steadily grown reaching 521 installations with an annual periodic inspection cost of $120,080.

Businesses constructing new buildings with elevators, escalators, and lifts, and owners of existing elevators, receive next-day elevator inspections upon request. The results of these inspections are communicated by our contracted consultant to Douglas County Building Division on the day of the inspections and are also reported directly to the State. This allows for the timely issuance of Certificates of Occupancy without delays to business and property owners. This has been a critical factor for the on-time openings of hospitals, hotels, and

many other buildings in the County.

Douglas County Building Division posted a request for proposals for conveyance regulation inspection and plan review services. Five consulting companies responded - A to Z Elevator Inspections Inc, Bureau Veritas, High Sierra Elevator Inspections, RD3, Inc, and Shums Coda Associates. All vendors presented competitive proposals that were consistent with previous proposals and local norms. Of the five companies that offered proposals, staff determined that Shums Coda Associates (SCA) is best prepared to provide the same excellent service Douglas County provides for other inspection and code services. Most of the vendors have a similar number of staff that perform inspections and plan review, however, SCA has more staff available when needed and are particularly well-staffed in the area of Douglas County. SCA currently contracts with Douglas County as well as neighboring jurisdictions including Parker, Brighton, Arapahoe County and others in the south metro area. There are several key aspects of the proposal received from SCA:

- SCA offers a program that will continue the services they've been providing Douglas County. The documentation, scheduling and inspection process, and interface with the County would be unchanged.
- SCA's service plan and price structure are consistent with our previous experience.
- SCA works closely with the State and stays current with changing technology and the regulations related to new equipment.
- SCA will provide consistent service and predictable costs to Douglas County builders and building owners.
- SCA is familiar with our permitting process.
- SCA currently performs under contract in many neighboring jurisdictions, including municipalities within Douglas County.

Funding is available in account 556220-100-24100, Fund 100.

RECOMMENDED ACTION: Approval of the Public Contract for Services with Shums Coda Associates, Inc. for the 2026 Elevator Inspection Services.

REVIEW:

Jeff Garcia	Approve	7/24/2026
Christie Guthrie	Approve	7/24/2026
Doug DeBord	Approve	7/24/2026

ATTACHMENTS:

Cover Page
Shums Coda PCS contract 2026-27(1)BOCC 7_28_26-Matt D

MEETING DATE: July 28, 2026

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Jeff Garcia	Approve	7/24/2026
Christie Guthrie	Approve	7/24/2026
Doug DeBord	Approve	7/24/2026

ATTACHMENTS:

Shums Coda PCS contract 2026-27(1)BOCC 7_28_26-Matt D

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the "Contract") is made and entered into this __28___ day of _____July_____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and Shums Coda Associates, Inc., a California Corporation, authorized to do business in Colorado (the "Consultant").

RECITALS

WHEREAS, the County is undertaking certain activities for the provision of elevator, escalator and other moving conveyances inspection services within unincorporated areas of the County; and

WHEREAS, the County desires to engage the Consultant to render certain professional services and assistance in connection with such undertakings of the County; and

WHEREAS, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. LINE OF AUTHORITY: Matthew Dziubanski, (the "Authorized Representative"), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Contract.

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Consultant.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of this Contract upon execution.

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

3. COMPENSATION: Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is One Hundred Twenty Thousand Eighty Dollars ($120,080.00) for fiscal year 2026. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on August 1, 2026, and terminate at 11:59 p.m. on December 31, 2027. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. INVOICING PROCEDURES: Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. CONFLICT OF INTEREST: The Consultant agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

8a. INDEMNIFICATION-GENERAL: The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Consultant need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees. Further, this indemnification is intended to comply with and be subject to C.R.S. 13-50.5-102 (8), as amended from time to time.

8b. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall indemnify and hold harmless the County and any of its commissioners, officials, officers,

directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, agents or subcontractors, or others for whom the Consultant is legally liable, in the performance of professional services under this Contract. The Consultant is not obligated under this sub-section 8b to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.

9. INDEPENDENT CONTRACTOR: The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Consultant to perform work under this Contract shall be and remain at all times, employees of the Consultant for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

10. (Intentionally omitted)

11. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

12. ASSIGNMENT: The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Consultant hereunder.

13. COUNTY REVIEW OF RECORDS: The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

14. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared by the Consultant in connection with this Contract shall be the property of the County.

15. ASSIGNMENT OF COPYRIGHTS: The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Consultant waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

16. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Contract shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant.

17. NOTICES: Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Consultant to:	Douglas DeBord, County Manager 100 Third Street Castle Rock, CO 80104 Facsimile:303-688-1293 E-mail: ddebord@douglasco.gov
with a copy to:	Douglas County Attorney's Office 100 Third Street, Castle Rock, CO 80104 Telephone: 303-660-7414 and Matthew Dziubanski Building Division Dept. of Public Works 100 Third Street, Castle Rock, CO 80104
and by the County to:	Christine Godinez, Chief Operating Officer 7900 East Union Avenue, Ste. 1100 Denver CO 80237 christine.godinez@shumscoda.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

18. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Consultant 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, marital status, or physical or mental disability.

19. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

20. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

21. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

22. NO THIRD PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

23. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners. Notwithstanding the foregoing, upon completion of the project, Consultant shall have the right to accurately represent their role, contractual relationship, and work performed under this Contract in client proposals for the purposes of establishing work experience.

24. PRIORITY OF PROVISIONS: In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

1st This Contract, Sections 1 through 29
2nd Invitation for Bid (IFB)/Request for Proposal (RFP) (if applicable)
3rd Exhibit C ~ Insurance Requirements
4th Exhibit A ~ Scope of Services
5th Exhibit B ~ Method of Payment
6th Response to IFB/RFP (if applicable)

25. HEADINGS; RECITALS: The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

26. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

27. INSURANCE: The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Consultant's insurance coverage during the term of this Contract.

28. COUNTY EXECUTION OF AGREEMENT: This Contract is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

29. FORCE MAJEURE: No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, such as, but not limited to, natural disasters of overwhelming proportions, exceptional adverse weather conditions, acts of God, acts of war, strikes, work stoppages, fire or other catastrophic casualty or action of non-party government authorities.

(Remainder of Page Intentionally Blank)

PUBLIC CONTRACT FOR SERVICES
DOUGLAS COUNTY GOVERNMENT AND _____

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the above date.

SHUMS CODA ASSOCIATES

BY: _____ **ATTEST: (if a corporation)**

Printed Name: Christine Godinez_____ _____

Title: _Chief Operating Officer **Title:** _Chief Executive Officer__

DATE: _____

Signature of Notary Public Required:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____.

Witness my hand and official seal

_____
Notary Public

My commission expires: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

George Teal, Chair	**Date**	**Douglas J. DeBord** **County Manager**	**Date**

ATTEST

Hayley Hall **Date**
Deputy Clerk

DEPARTMENT OF PUBLIC WORKS ENGINEERING:

Janet Herman, P.E. **Date**
Director of Public Works

APPROVED AS TO FISCAL CONTENT:		**APPROVED AS TO LEGAL FORM:**	
Christie Guthrie **Director of Finance**	**Date**	**Christopher Pratt** **Managing County Attorney**	**Date**

Exhibit A
SERVICE PROVIDER'S SCOPE OF SERVICES

A. On call: as needed plan review and inspection services for new elevators, escalators, moving walks and other conveyances in commercial, institutional and residential construction, routine inspections of installed in-service elevators, escalators, moving walks or other conveyances as required.

B. Included Primary Services: Perform the following services as a professional representative "on behalf of" the County and maintain communication with the County as conditions warrant.

1. Confirm execution of annual safety test, performed by a qualified contractor, including "no load", "full load", and "pressure relief" tests.

2. General safety inspection of existing commercial elevators/lifts twice per year. Internal and external safety inspection of commercial existing escalators once per year. Inspections shall be in compliance with the Colorado Elevator and Escalator Certification Act, Title 9, Article 5.5.

3. Notify the owner, the contractor if applicable, and the County of any deficiencies of equipment found during inspection and re-inspection until all deficiencies are corrected.

4. Terminate elevator/escalator operation immediately upon discovery of life safety hazards and provide re-inspection until the conveyance can safely be returned to service.

5. Issue Stop Work Order to the contractor, with a copy to the County, for work being performed on an elevator/escalator without a valid permit issued by the County.

6. Provide timely inspection results to County representatives to facilitate issuance of annual Certificate of Inspection.

7. Perform plan review for new residential and commercial conveyances and perform inspection of new installations until conveyance is deemed ready for service.

8. Schedule five year witnessed safety test with the maintenance contractor and owner to allow owner's staff to observe the testing process

9. Provide a timely response to requests for inspection and plan review services and complete the required inspection process on a schedule agreed upon by all Parties.

10. Inspector credentials must be maintained "up to date" with confirmation provided to the County as credentials are renewed annually.

C. Elevator Inspections: Routine inspection of an elevator includes, but is not limited to, checking the following systems and components for normal operation:

1. Elevator Equipment Room:

a. Confirm current safety tests, controller wiring & grounding, presence of jumpers, wiring from mainline disconnect to controller, room lighting, operating temperatures, fire extinguisher, room condition and closing and locking operation of the machine room door.

b. Traction elevator - condition of hoist machine, sheave, governor and hoist/governor ropes.

c. Hydraulic elevator - condition of pump unit, belts, oil line, and shut-off valve.

2. Elevator Car:

a. Check operation of door detection system, door closing force, emergency communication, emergency light and alarm, door open/close cycles, run/stop switch, car or hall lanterns, car position indicator, consistency of leveling, cab finishes, handrail and lighting.

3. Elevator Hoistway:

a. Check operation of cartop inspection station, lighting, service receptacles, access panel, limit switches, interlocks, door closers, door operator and belts, gate switch, door restrictor, selector, rails and guides.

b. Traction elevator - condition of hoist ropes and governor ropes, condition of hoist rope at terminations, counterweights and carriage.

4. Elevator Pit:

a. Check the stop switch, access, sump cover, car buffers, lighting, service receptacles, car guides and housekeeping

b. Traction elevator- safety plank, counterweight buffers, governor sheave and tail-weight.

c. Hydraulic Elevator- oil line condition, supports, shut-off valve and pit can.

5. Other items as required by Code.

D. Other Requirements or Work: Consultant shall, as a part of this Scope of Services, also provide the following:

1. Consultant shall have a safety plan to be implemented by Consultant/Company to eliminate injuries related to its services stated herein.

2. All inspection work shall comply, at a minimum, with applicable state codes, federal codes, and local codes, and accepted industry standards.

3. Consultant will report monthly to the County of its inspection and witnessing activities/work.

Exhibit B
METHOD OF PAYMENT

The County shall pay Consultant for inspections and related services as provided below:

A. Consultant shall submit individual invoices to the County for new construction commercial and residential conveyance plan review services, final acceptance services and for up to two inspections. Such invoice shall be based upon the Consultant having performed a plan review, up to two inspections, final acceptance and the County issuing a "Building Permit - AU Other" related thereto.
B. A single statement for semi-annual elevator certification inspections will be submitted at the beginning of the year and shall be paid within the first (1st) quarter of the year, as provided by this Agreement, subject to Consultant providing County a reasonable estimate of inspections it plans to complete within year, subject to the following:
C. Consultant shall provide County, within 30 days after such inspections, the identity, mailing address and location of the owners of said elevators, and a description of services performed.
D. Consultant agrees to plan and perform all witnessing inspections for conveyances within public schools or public buildings located within the unincorporated limits of the County for the year in order to accommodate the public schools and owners of public buildings, including special districts, budgeting cycles.
E. The County has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the County. In the event that Consultant has been pre-paid for its services in 2022 and has failed to perform all such services then any prepayment by County shall be credited against payment to Consultant for its services in 2023 or for a full refund of the unused amounts payable within thirty (30) days of a request for a refund.

Hourly Rates
Invoices will be submitted to the jurisdiction on a monthly basis and be based on rates described below.

Elevator/Conveyance Services

Inspection Type	Jurisdiction Cost	Frequency
Routine Elevator (Semi-Annuals)	$220	Twice per year
Routine Escalator (Witnessed Annual)	$1,000	Once per year
Witnessing Hydraulic	$200	Per unit
Witnessing Traction	$500	Per unit
Plan Review Commercial (Includes Plan Review & Acceptance Inspection)	$875	Per unit
Plan Review Residential (Includes Plan Review & Acceptance Inspection)	$575	Per unit
Minor Modernization	$575	Per unit
Major Modernization	$875	Per unit
Special Hourly (Outside of business hours)	$125	Per hour

Exhibit C
INSURANCE REQUIREMENTS

CONSULTANT or CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE:
Coverage shall be at least as broad as:

1) **Commercial General Liability** (CGL): Covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. $2,000,000.
2) **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONSULTANT or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3) **Workers' Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
4) **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT or CONTRACTOR's profession, with limit no less than **$1,000,000** per occurrence or claim, $2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

OTHER INSURANCE PROVISIONS:
The insurance policies are to contain, or be endorsed to contain, the following provisions:
Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT or CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT or CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
Primary Coverage. For any claims related to this contract, the **CONSULTANT or CONTRACTOR's insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non- contributory to the CONSULTANT or CONTRACTOR's insurance.

Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County**.

Waiver of Subrogation. CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The CONSULTANT or CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the CONSULTANT or CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2) Insurance must be maintained and evidence of insurance must be provided ***for at least three (3) years after completion of the contract of work.***
3) If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Dat***e prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***three (3)*** years after completion of contract work.

Verification of Coverage. CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation or termination will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors. Any subcontractors will not be required to maintain professional liability insurance if their scope of work does not include any: (a) engineering or design; (b) construction inspection; or (c) survey work.

Failure to Procure or Maintain Insurance. The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees.

Special Risks or Circumstances.
Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Approved by: _____
Megan Datwyler, Risk Manager

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Jim Brown, Chief Technology Officer

DESCRIPTION: GovConnection NetMotion 2026 Renewal in the Amount of $136,574.00.

SUMMARY: Renewal of NetMotion Always On VPN Solution for 2026. The Always-On VPN solution is used County Wide, by all computer users. Funding has been budgeted from the Software Maintenance budget 18900, managed by Douglas County, IT.

RECOMMENDED ACTION: Approval of GovConnection NetMotion 2026 Renewal in the Amount of $136,574.00.

REVIEW:

Jim Brown	Approve	7/14/2026
Jeff Garcia	Escalated	7/20/2026
Amy Williams	Approve	7/21/2026
Christie Guthrie	Approve	7/21/2026
Doug DeBord	Approve	7/21/2026
Suzi Woodruff - FYI	Notified - FYI	7/21/2026

ATTACHMENTS:

Cover Page
GovConnection 2026 NetMotion Always On VPN 136,574 QUOTE 1671774705
07.28.26 BOCC GovConnection 2026 NetMotion 136,574 Always On VPN Agenda Summary AOVPN 07-10-2026

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Jim Brown, Chief Technology Officer

DESCRIPTION: GovConnection NetMotion 2026 Renewal in the Amount of $136,574.00.

SUMMARY: Renewal of NetMotion Always On VPN Solution for 2026. The Always-On VPN solution is used County Wide, by all computer users. Funding has been budgeted from the Software Maintenance budget 18900, managed by Douglas County, IT.

RECOMMENDED ACTION: Approval of GovConnection NetMotion 2026 Renewal in the Amount of $136,574.00.

REVIEW:

Jim Brown	Approve	7/14/2026
Jeff Garcia	Escalated	7/20/2026
Amy Williams	Approve	7/21/2026
Christie Guthrie	Approve	7/21/2026
Doug DeBord	Approve	7/21/2026

ATTACHMENTS:

GovConnection 2026 NetMotion Always On VPN 136,574 QUOTE 1671774705
07.28.26 BOCC GovConnection 2026 NetMotion 136,574 Always On VPN Agenda Summary AOVPN 07-10-2026

From: Jason Krage
To: Todd Kranig
Subject: Price quote "1671774705- Netmotion Renewal 8/8/26 to 8/7/27" for Todd Kranig
Date: Monday, June 29, 2026 3:26:11 PM

Caution: This email originated outside the organization. Be cautious with links and attachments.

Organization: Douglas County
Group: NCPA Contract Full Catalog

Todd Kranig,

The price quote "1671774705- Netmotion Renewal 8/8/26 to 8/7/27" you requested is ready for your review.

As always we appreciate your business and if you have any questions please don't hesitate to contact me at jason.krage@connection.com or 800-800-0019 x75528.

Sincerely,
Jason Krage

Login to go directly to your quote.

Billing Information	Shipping Information
Billing Address DOUGLAS COUNTY 100 THIRD STREET, SUITE 130 CASTLE ROCK, CO 80104 **Billing Method**	Shipping Address TODD KRANIG Douglas County Government - IT 3026 N Industrial Way, Door G CASTLE ROCK, CO 80109 **Cart Name:** 1671774705- Netmotion Renewal 8/8/26 to 8/7/27 **Contract:** NCPA 01-144

Product Description	Availability	Qty	Unit Price	Total
Absolute Software Corp. Secure Access Edge Subscription Renewal per Device 12 Month Mfr: Absolute Software Item#: 42086067 Mfg. Part #: SA-EDGE-C-GD-RN-12	Virtual delivery	1150	$118.76 Contract	$136,574.00

Subtotal:		$136,574.00
Shipping & Handling:	UPS- OHIO	$0.00
Tax:		$0.00
Total:		$136,574.00

To see our return policy click here. All orders are subject to Terms & Conditions of Sale - Connection.

Unless you have a written master purchase agreement in effect with PC Connection, Inc., PC Connection Sales Corporation, MoreDirect, Inc., or GovConnection, Inc. (each doing business as "Connection"), that expressly governs this transaction, all orders are governed by Connection's Terms and Conditions of Sale available at: https://www.govconnection.com/Terms-of-sale (the "Agreement"), which are incorporated by reference as if fully set forth in this Quote.

Some products and services sold by Connection come with end user license agreements ("EULAs") from the original manufacturer or service provider ("OEM"), as well as certain required reseller pass-through terms that Connection must provide or enforce. These terms may be shared with you either by the OEM or by Connection. For your convenience, applicable terms for certain products are available here: https://www.govconnection.com/OEM-Software-Terms. Please review this page to see whether any of the products you are purchasing are listed. These terms apply in addition to this Agreement or any applicable master purchase agreement.

Most license and subscription products renew automatically under OEM terms. You are responsible for timely cancellation as required by the OEM. Cancellation and refund rights are governed by OEM terms, and some products or services may be non-cancellable and non-refundable once ordered, activated, or renewed. You remain responsible for any non-cancellable or non-refundable charges.

By placing an order in response to this Quote or using the products or services described, you agree to the Agreement (if no master purchase agreement applies) and all OEM and pass-through terms. No signature is required. Any additional or different customer terms are rejected. If you do not agree, do not place an order or use the products or services.

Pricing and availability are subject to change prior to shipment (in the case of equipment) or delivery (in the case of software). Connection reserves the right, prior to shipment or delivery, to adjust pricing or cancel any order for any reason, including manufacturer price increases, allocation changes, tariffs, exchange rate fluctuations, supply constraints, or other factors beyond Connection's reasonable control. Orders are not binding until shipment or delivery.

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are not the intended recipient or the person responsible for delivering the e-mail for the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited. If you believe you have received this e-mail in error, please immediately notify the sender and permanently delete the message and any attachment(s) from your system. Thank you.

..staff
Jim Brown, Chief Technology Officer

..title
GovConnection NetMotion 2026 Renewal in the Amount of $136,574.00.

..summary
Renewal of NetMotion Always-On VPN Solution for 2026. The Always-On VPN solution is used County Wide, by all computer users. Funding has been budgeted from the Software Maintenance budget 18900, managed by Douglas County, IT.

..recommendation
Approval of GovConnection NetMotion 2026 Renewal in the Amount of $136,574.00.

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Jim Brown, Chief Technology Officer

DESCRIPTION: Insight / Broadcom VMWare Maintenance Renewal in the Amount of $123,749.12.

SUMMARY: Seeking approval of annual renewal of the Douglas County VMWare VCF licenses. This is the annual support and subscription cost for the virtualization system that is used to run over 700 county systems spread over three datacenters. Funding for the 2026 annual payment of $123,749.12 is budgeted in the IT maintenance fund, 18900. This purchase is executed through Insight Public Sector, who has Colorado State Price Agreement #178266.

RECOMMENDED ACTION: Approval of the Insight / Broadcom VMWare Maintenance Renewal in the Amount of $123,749.12.

REVIEW:

Jim Brown	Approve	7/15/2026
Jeff Garcia	Approve	7/21/2026
Christie Guthrie	Approve	7/21/2026
Doug DeBord	Approve	7/21/2026
Suzi Woodruff - FYI	Notified - FYI	7/21/2026

ATTACHMENTS:

Cover Page
Insight VMWare 2026 123,749.12 QUOTE 0228583479
07.28.26 BOCC Insight VMWare 2026 $123,749.12 Agenda Summary

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Jim Brown, Chief Technology Officer

DESCRIPTION: Insight / Broadcom VMWare Maintenance Renewal in the Amount of $123,749.12

SUMMARY: Seeking approval of annual renewal of the Douglas County VMWare VCF licenses. This is the annual support and subscription cost for the virtualization system that is used to run over 700 county systems spread over three datacenters. Funding for the 2026 annual payment of $123,749.12 is budgeted in the IT maintenance fund, 18900. This purchase is executed through Insight Public Sector, who has Colorado State Price Agreement #178266.

RECOMMENDED ACTION: Approval of the Insight / Broadcom VMWare Maintenance Renewal in the Amount of $123,749.12.

REVIEW:

Jim Brown	Approve	7/15/2026
Jeff Garcia	Approve	7/21/2026
Christie Guthrie	Approve	7/21/2026
Doug DeBord	Approve	7/21/2026

ATTACHMENTS:

Insight VMWare 2026 123,749.12 QUOTE 0228583479
07.28.26 BOCC Insight VMWare 2026 $123,749.12 Agenda Summary

INSIGHT PUBLIC SECTOR, INC.
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

Account name: 10527658

DOUGLAS COUNTY COLORADO
100 3RD ST
CASTLE ROCK CO 80104-2425

SHIP-TO

DOUGLAS COUNTY COLORADO
JOHN GARNER
100 3RD ST
CASTLE ROCK CO 80104-2425

Quotation

Quotation Number	:	0228583479
Document Date	:	02-JUL-2025
PO Number	:	
PO Release	:	VCF 3-YEAR OPTION 1
Sales Rep	:	Dan Trivett
Email	:	DAN.TRIVETT@INSIGHT.COM
Phone	:	
Sales Rep 2	:	Maggie Ehrgott
Email	:	MAGGIE.EHRGOTT@INSIGHT.COM
Phone	:	+18002692523

We deliver according to the following terms:

Payment Terms	:	Net 45 days
Ship Via	:	Insight Assigned Carrier/Ground
Terms of Delivery	:	FOB DESTINATION
Currency	:	USD

This is a 3 Year quote. A signature is required at the time of Purchase Order, see end of quote, if it is not fully funded. Insight will not be able to process the Purchase Order without this quote being signed. If placing PO's annually, Insight will require PO's for the out years to be placed at least 15 days prior to the renewal date. By executing this quote, Customer agrees to the below terms and annual payment schedule.

Years 2 - 3 are cancelable.
Year 1 - $123,749.12 To be billed at time of purchase
Year 2 - $123,749.12 To be billed at anniversary
Year 3 - $123,749.12 To be billed at anniversary

VMWare VCF Renewal- EA 114475476
3-year option
Previous Order 0334173928 / PO# 2023585 - SVRQ0048124

Quote Expires: 07/25/2025

Material	Material Description	Quantity	Unit Price	Extended Price
PARTNER-MDS-PO	VMware Cloud Foundation - 3-year option	1	371,247.36	371,247.36
	Solution includes the following:			
VCF-CLD-FND	*VMware Cloud Foundation - Subscription license - 1 license* Coverage Dates: 05-AUG-2025 - 04-AUG-2026 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 178266)	*544*	227.48	123,749.12
VCF-CLD-FND	*VMware Cloud Foundation - Subscription license - 1 license* Coverage Dates: 05-AUG-2026 - 04-AUG-2027 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 178266)	*544*	227.48	123,749.12
VCF-CLD-FND	*VMware Cloud Foundation - Subscription license - 1 license* Coverage Dates: 05-AUG-2027 - 04-AUG-2028 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 178266)	*544*	227.48	123,749.12

Product Subtotal	371,247.36
TAX	0.00
Total	371,247.36

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Dan Trivett

DAN.TRIVETT@INSIGHT.COM

Maggie Ehrgott
+18002692523
MAGGIE.EHRGOTT@INSIGHT.COM
Fax 8664330064

Please respond to colorado@insight.com
Phone: 800-269-2523

This order is governed by the General Terms set out at www.broadcom.com/company/legal/licensing.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

HARDWARE PURCHASES: Tariffs imposed by the United States government on technology-related products may lead to cost increases for manufacturers and suppliers, who then pass these increases on to partners like Insight. Additionally, supply constraints, production delays, component shortages, and logistical pressures have contributed to cost increases and product shipment delays from manufacturers and suppliers. Insight is actively engaged with its contracting officials, suppliers, and partners to address these challenges. While we strive to honor initial price proposals and quotes, the fluid nature of the impact on manufacturer and supplier costs and product availability due to tariffs and supply disruptions could require a requote, subject to the contract terms if the purchase is being made under an Insight Public Sector, Inc. contract vehicle, before finalizing any subsequent or impacted proposals, quotes, and orders. Insight will not finalize any transaction involving a requote without the client's written consent.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.
https://www.insight.com/terms-and-policies

Insight Public Sector, Inc.	Douglas County Colorado
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

By ordering this Insight quote, you are agreeing to the following terms:

This order is governed by the General Terms set out at www.broadcom.com/company/legal/licensing.

ASSIGNMENT
Neither Party shall assign the End User Terms or any of its rights or delegate any of its duties under the End User Terms, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the End User Terms or any of its rights or delegate any of its duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the End User Terms relate. Subject to the foregoing, the End User Terms will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void. "Affiliate" shall mean any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.

MIGRATION
End User understands that Broadcom may migrate a previously licensed software (the "Original Product(s)") to a new software product (the "Migrated Product(s)"). It is the End User's responsibility to understand which products herein may be migrated products. Any migrated products are provided in consideration of Original Product(s) being terminated. End User shall cease using and de-install the Original Product(s) following a transition period not to exceed ninety (90) days, as of the date of receipt of the Migrated Product(s); The Migrated Product(s) are subject to the Agreement, the Specific Program Documentation (the "SPD") applicable to the Broadcom Software and Maintenance, located at Broadcom's website address at https:// www.broadcom.com/licensing and this transaction document including all financial obligations relating to the Original Product(s) which remain valid and enforceable and are applicable to the Migrated Product(s). Prior to signature of this Order, End User should ensure it understands the migration for the products licensed herein. Execution of this order shall constitute acceptance of such migration and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Migration path for licensed products can be obtained at https://www.broadcom.com/docs/product-migration.

SOFTWARE SUPPORT AVAILABILITY
End User understands that Broadcom may either (i) stabilize software in which no future enhancements, versions, releases, development, or service packs are planned, or (ii) the software may be end of life or a particular version is end of service in which Broadcom will no longer provide (a) operational or technical support and (b) develop and provide new enhancements, features, upgrades, service packs, and fixes for the software offering (the "Software Support Availability"). Prior to acceptance of this Order, End User should ensure it understands the support for the products licensed herein. Acceptance of this order shall constitute acceptance of such support and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Software Support Availability for licensed products can be obtained at https:// www.broadcom.com/ docs/end-of-support.

NON MAINFRAME REPORTING
Software from the VMWare Cloud Foundation business unit ("VCF Software") shall require, when explicitly noted in the applicable SPD, Customer to provide Broadcom with a regularly-scheduled verified report detailing Customer's installed base and license compliance for such VCF Software using the format and process specified by Broadcom from time to time ("Compliance Report"). In order to fulfill such reporting requirements, Customer must ensure that the Compliance Report files generated by the applicable VCF Software are either transmitted by the software or uploaded by Customer on the schedule required in the SPD and in accordance with the product Documentation. The VCF Software Documentation and SPD set forth any impacts to the product functionality or other consequences of Customer's failure to transmit or upload a timely, unaltered Compliance Report. Customer assumes any and all risks associated with the loss of any and all functionality and access to updates, upgrades and patches when caused by Customer's failure to provide timely, unaltered Compliance Reports. Furthermore, Customer agrees that starting ten (10) business days from the date that a Compliance Report becomes overdue, Broadcom shall have the additional right to conduct a license compliance audit by giving Customer five (5) days' prior written notice. In the event of such audit, Customer shall promptly allow access to all systems and records necessary for a full and complete audit of Customer's use of the VCF Software, whether remotely or at Customer's facilities, and Customer shall pay for all reasonable costs and expenses incurred by Broadcom in the enforcement and carrying out of this audit right. Customer understands and agrees that the submission of Compliance Reports and the cooperation with Broadcom's audit rights are material provisions of this Agreement and that these reporting and audit rights are in addition to all other similar rights and remedies agreed to between the parties.

PERSONAL DATA
End User acknowledges and agrees that Broadcom will process Personal Data as part of the provision of the Broadcom Offerings in accordance with Broadcom's Privacy Policy located at: https:// www.broadcom.com/company/legal/privacy. End User hereby authorizes Broadcom to make necessary transfers of Personal Data and that any Broadcom Affiliates and subcontractors may process such Personal Data for the purposes of providing the Broadcom Offering contemplated under the End User Terms. Broadcom complies with the provisions of the General Data Protection Regulation ("GDPR"), and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, with respect to such transfers. Where Broadcom is a processor for End User under the GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, Broadcom's processing shall be subject to and in accordance with Broadcom's global Data Processing Addendum ("DPA"), including the relevant Standard Contracting Clauses("SCC") located at: https://www.broadcom.com/company/legal/privacy/datatransfers for international data transfer incorporated therein. End User has been advised that during the term of this Order Broadcom will collect Personal Data and process it as a Controller pursuant to the Privacy Policy and to the extent permitted by GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation.

..staff
Jim Brown, Chief Technology Officer

..title
Insight / Broadcom VMWare Maintenance Renewal in the Amount of $123,749.12

..summary
Seeking approval of annual renewal of the Douglas County VMWare VCF licenses. This is the annual support and subscription cost for the virtualization system that is used to run over 700 county systems spread over three datacenters. Funding for the 2026 annual payment of $123,749.12 is budgeted in the IT maintenance fund, 18900. This purchase is executed through Insight Public Sector, who has Colorado State Price Agreement #178266.

..recommendation
Approval of the Insight / Broadcom VMWare Maintenance Renewal in the Amount of $123,749.12.

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Mike Wise, Sr. Manager Application Services

DESCRIPTION: Pictometry Annual Renewal of EagleView for GIS Imagery in the Amount of $140,170.59.

SUMMARY: EagleView's aerial imagery and data analytics tools have proven indispensable for our operations, providing up-to-date and detailed information that enhances our decision-making capabilities and operational efficiency. Renewing this contract will ensure that we continue to benefit from these advanced resources. The total request is for $140,170.59, budgeted from the IT Maintenance Fund.

RECOMMENDED ACTION: Approval of the Pictometry Annual Renewal of EagleView for GIS Imagery in the Amount of $140,170.59.

REVIEW:

Jim Brown	Approve	7/21/2026
Jeff Garcia	Approve	7/23/2026
Christie Guthrie	Approve	7/23/2026
Doug DeBord	Approve	7/24/2026
Suzi Woodruff - FYI	Notified - FYI	7/24/2026

ATTACHMENTS:

Cover Page
Pictometry 2026 140,170.59 Eagleview US451350
07.24.26 BOCC Pictometry $140,170.59 Agenda Summary EagleView

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Mike Wise, Sr. Manager Application Services

DESCRIPTION: Pictometry Annual Renewal of EagleView for GIS Imagery in the Amount of $140,170.59.

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RECOMMENDED ACTION: Approval of the Pictometry Annual Renewal of EagleView for GIS Imagery in the Amount of $140,170.59.

REVIEW:

Jim Brown	Approve	7/21/2026
Jeff Garcia	Approve	7/23/2026
Christie Guthrie	Approve	7/23/2026
Doug DeBord	Approve	7/24/2026

ATTACHMENTS:

Pictometry 2026 140,170.59 Eagleview US451350
07.24.26 BOCC Pictometry $140,170.59 Agenda Summary EagleView

INVOICE

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623
Phone: (585)-486-0093
accountsreceivable@eagleview.com

Date	INVOICE #
7/4/2026	US451350

Bill To
Douglas County, CO Tim Jones 100 Third Street Castle Rock CO 80104 United States

Ship To
Douglas County, CO Tim Jones 100 Third Street Castle Rock CO 80104 United States

Customer ID	PO Number	Payment Term	Order #	Salesperson	Ship Date
A117357	2025 Flight EV Cloud Year 2	Net 30	27556890	Jason Brown	7/4/2026

Qty	Description	Amount
1	Due at anniversary of Delivery/Activation	$140,170.59

Remittance Options
(All remittances must include invoice number)

ACH or Wire Transfer:
General Bank Reference Address: JPMorgan Chase New York, NY 10017

Account Name: Pictometry International Corp.

ACH Routing #: 021000021 ACH Account #: 211973687
Wire Routing #: 021000021 Wire Account #: 211973687
SWIFT CODE: CHASUS33

Checks:
Please make checks payable to Pictometry International, Inc. and remit to:
For delivery via regular US postal service:
Lockbox Name: Pictometry International, Corp.
Lockbox Address: P.O. Box 735288, Dallas, TX 75373-5288

For delivery via overnight courier service:
Lockbox Name: Attn: Pictometry International, Corp. - 735288
Lockbox Address: JPMorgan Chase Bank, NA, 14800 Frye Road 2nd Floor, Ft. Worth, TX 76155

Subtotal	$140,170.59
Tax	$0.00
Total	$140,170.59
Deposits/Credits	$0.00
Total Due (USD)	$140,170.59

..staff
Mike Wise, Sr. Manager Application Services

..title
Pictometry Annual Renewal of EagleView for GIS Imagery in the Amount of $140,170.59.

..summary
EagleView’s aerial imagery and data analytics tools have proven indispensable for our operations, providing up-to-date and detailed information that enhances our decision-making capabilities and operational efficiency. Renewing this contract will ensure that we continue to benefit from these advanced resources. The total request is for $140,170.59, budgeted from the IT Maintenance Fund.

..recommendation
Approval of the Pictometry Annual Renewal of EagleView for GIS Imagery in the Amount of $140,170.59.

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Kim Smith, Community Programs Coordinator

DESCRIPTION: Subgrantee Agreements for Older Adult In-Home Services and Assisted Transportation Between Douglas County and Local Providers Totaling $772,072.00.

SUMMARY: This request is for approval of Subgrantee Agreements (Agreements) for older adult in-home services and assisted transportation between Douglas County and four local providers totaling $772,072. Doulgas County enters into Agreements with local providers to assist Douglas County older adults with assisted transportation, chore, homemaker and personal care services. The proposed Agreements for the 2026-2027 grant program year include:

- ACASA Senior Care - 2,752 units of homemaker services totaling $118,336 and 2,550 units of personal care services totaling $109,650
- Aging Resources of Douglas County (ARDC) - 577 units of chore services totaling $18,464 and 3,252 one-way transportation trips totaling $120,324
- Castle Rock Senior Activity Center (CRSAC) - 5,652 one-way transportation trips totaling $209,124
- Home Instead - 2,752 units of homemaker services totaling $101,824 and 2,550 units of personal care services totaling $94,350

RECOMMENDED ACTION: Staff recommends approval of the Subgrantee Agreements for older adult in-home services and assisted transportation between Douglas County and four local providers in the amount of $772,072, as it complies with all federal, state, and County approval standards and policies.

REVIEW:

Jennifer Eby	Approve	7/16/2026
Jeff Garcia	Approve	7/21/2026
Christie Guthrie	Approve	7/21/2026
Doug DeBord	Approve	7/21/2026
Jennifer Eby - FYI	Notified - FYI	7/21/2026

ATTACHMENTS:

Cover Page
Staff Report - DRCOG AAA Subgrantee Agreements 07-28-26

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Kim Smith, Community Programs Coordinator

DESCRIPTION: Subgrantee Agreements for Older Adult In-Home Services and Assisted Transportation between Douglas County and Local Providers Totaling $772,072

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RECOMMENDED ACTION: Staff recommends approval of the Subgrantee Agreements for older adult in-home services and assisted transportation between Douglas County and four local providers in the amount of $772,072, as it complies with all federal, state, and County approval standards and policies.

REVIEW:

Jennifer Eby	Approve	7/16/2026
Jeff Garcia	Approve	7/21/2026
Christie Guthrie	Approve	7/21/2026
Doug DeBord	Approve	7/21/2026

ATTACHMENTS:

Staff Report - DRCOG AAA Subgrantee Agreements 07-28-26

DOUGLAS COUNTY
COLORADO

Subgrantee Agreement Staff Report

Date:	July 16, 2026
To:	Douglas County Board of County Commissioners
Through:	Douglas J. DeBord, County Manager
From:	Jennifer L. Eby, AICP, Director of Community Services
CC:	Kim Smith, Community Programs Coordinator Allison E. Cutting, Supervisor, Community Services Rand M. Clark, CCAP, NCRT, Assistant Director of Community Services
Subject:	**Subgrantee agreements for older adult in-home services and assisted transportation between Douglas County and local providers totaling $772,072.**

Board of County Commissioners' Business Meeting **July 28, 2026 @ 1:30 p.m.**

I. EXECUTIVE SUMMARY

This request is for approval of Subgrantee Agreements (Agreements) for older adult in-home services and assisted transportation between Douglas County and four local providers totaling $772,072. Doulgas County enters into Agreements with local providers to assist Douglas County older adults with assisted transportation, chore, homemaker and personal care services. The proposed Agreements for the 2026-2027 grant program year include:

- ACASA Senior Care – 2,752 units of homemaker services totaling $118,336 and 2,550 units of personal care services totaling $109,650
- Aging Resources of Douglas County (ARDC) – 577 units of chore services totaling $18,464 and 3,252 one-way transportation trips totaling $120,324
- Castle Rock Senior Activity Center (CRSAC) – 5,652 one-way transportation trips totaling $209,124
- Home Instead - 2,752 units of homemaker services totaling $101,824 and 2,550 units of personal care services totaling $94,350

II. REQUEST

Staff recommends approval of the Subgrantee Agreements for older adult in-home services and assisted transportation between Douglas County and four local providers totaling $772,072.

III. BACKGROUND

On July 14, 2026, the Board of County Commissioners (BCC) approved the Denver Regional Council of Governments (DRCOG) Older Americans Act (OAA) contract EX26040 for older adult services and assisted transportation from July 2026 through June 2027.

Douglas County subgrants funds to local providers who request support through a competitive application process for a two-year period. ACASA Senior Care, ARDC, CRSAC, and Home Instead participated in the application process and have been recommended for funding. These

community partners will utilize DRCOG grant funds to provide assisted transportation, chore, homemaker and personal care services to eligible Douglas County residents at no cost.

IV. DISCUSSION

In home care and assisted transportation services help older adults remain safely and independently in their homes and communities. Douglas County residents, age 60 and older, regardless of where they live within the County, are eligible to request services through one of the awarded providers. Collectively these agreements will provide more than 20,000 units of service to older adults throughout Douglas County during the 2026-2027 grant year.

Provider Service	Units	Amount
ACASA Senior Care – Homemaker	2,752	$ 118,336
ACASA Senior Care – Personal Care	2,550	$ 109,650
ARDC – Chore	577	$ $18,464
ARDC – Assisted Transportation	3,252	$ 120,324
CRSAC – Assisted Transportation	5,652	$ 209,124
Home Instead – Homemaker	2,752	$ 101,824
Home Instead – Personal Care	2,550	$ 94,350
TOTAL	**20,085**	**$ 772,072**

V. RECOMMENDED ACTION

Staff recommends approval of the Subgrantee Agreements for older adult in-home services and assisted transportation between Douglas County and four local providers in the amount of $772,072, as it complies with all federal, state, and County approval standards and policies.

ATTACHMENTS **PAGE**

Subgrantee Agreement ARDC Chore and Assisted Transportation Services 3
Subgrantee Agreement CRSAC Assisted Transportation Services 78
Subgrantee Agreement ACASA Senior Care Homemaker and Personal Care Services 152
Subgrantee Agreement Home Instead Homemaker and Personal Care Services 228

SUBGRANTEE AGREEMENT
ARDC CHORE AND ASSISTED TRANSPORTATION SERVICES

Project Title ARDC Chore and Assisted Transportation Services	**Agreement Number** ARDCCHORETRANS2627
Grantee Aging Resources of Douglas County (ARDC)	**Agreement Performance Beginning Date** July 1, 2026
Grantee Unique Entity ID: W86NEMNZS9K9	**Agreement Performance Expiration Date** June 30, 2027
Grant Maximum Amount: $138,788.00	**CFDA Number:** 93.044

Agreement Purpose
The purpose of this agreement is to improve chore and assisted transportation options for vulnerable seniors age 60 and older in all parts of Douglas County.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:

1. Exhibit 1, Scope of Work and Conditions
2. Exhibit 2, DRCOG Contract EX26040
3. Exhibit 3, Release of Information
4. Exhibit 4, Generic Confidentiality Agreement
5. Exhibit 5, Data Security Procedures

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. The provisions of the other sections of the main body of this Agreement
2. Exhibit 2, DRCOG Contract EX26040
3. Exhibit 1, Scope of Work and Conditions
4. Executed Option Letters (if any)

Principal Representatives:

For Douglas County:
Kim Smith
100 Third St.
Castle Rock, CO 80104
CRSgrants@douglasco.gov

For Grantee:
Karie Erickson
104 Fourth St.
Castle Rock, CO 80104
kerickson@douglasco.gov

THIS SUB GRANTEE AGREEMENT ("Agreement") is made and entered into this ____day of _____, 2026, by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** ("County") and **AGING RESOURCES OF DOUGLAS COUNTY (ARDC)**, a corporation authorized to do business in Colorado ("Sub Grantee"), each acting by and through its duly authorized officers. The County and the Sub Grantee hereinafter collectively referred to as the "Parties" and individually to as a "Party."

WHEREAS:

1. The County, acting in its role as grantee for funding under Title III of the Older Americans' Act (OAA), the State of Colorado Funding for Senior Services (SFSS), grant awarded by the Denver Regional Council of Governments (DRCOG), is able to receive and dispense federal and state funds upon reimbursement from DRCOG.
2. Consistent with DRCOG procedural requirements, the County submitted an application for local older adult transportation and services funding assistance.
3. The County and DRCOG entered into contract EX26040. Douglas County received a total grant award of $798,151.00 ($705,222.00 in OAA, SFSS, and/or ARPA grant funds and $98,929.00 in match funds) for assisted transportation, chore, homemaker and personal care services for older adults and will use a maximum amount of **$138,788.00** on behalf of the subgrantee. This Agreement is intended to memorialize the terms under which the Sub Grantee is to receive the DRCOG grant funds.

NOW, THEREFORE, the County and the Sub Grantee agree as follows:

I. SCOPE OF WORK; APPROVED BUDGET; AND PROVISIONS

1.01 Scope of Work. The Sub Grantee agrees to perform and complete the Scope of Work and Conditions specified in **Exhibit 1** ("Scope of Work"), attached hereto and incorporated herein, in accordance with the terms and conditions of this Agreement and in accordance with all the terms and conditions contained in **Exhibit 2** (Contract EX26040 ("DRCOG Contract")), attached hereto and incorporated herein. Such terms and conditions include, but are not limited to, all supplemental terms and conditions set forth in Exhibit B to the DRCOG Contract, which are incorporated herein. In the event any provisions contained in this Agreement and/or the Scope of Work conflict with the terms of the DRCOG Contract, the DRCOG Contract shall be controlling. The Scope of Work describes the activities to be completed by the Sub Grantee and includes milestones and completion dates. All Scope of Work activities must be consistent with the approved Scope of Work, including the budget. Any proposed change in the Scope of Work must be submitted to the County's Project Manager for written approval. A change in the Scope of Work is not effective until the Sub Grantee receives written approval from the County.

1.02 Approved Budget. The Sub Grantee agrees to complete the Scope of Work in accordance with the approved budget set forth in **Exhibit 1**.

1.03 Provisions. The Sub Grantee agrees to comply with all provisions in this Agreement including all exhibits.

II. AUTHORIZED USE OF GRANT FUNDS; ELIGIBILITY OF COSTS

2.01 Authorized Use of Grant Funds. The Sub Grantee is only authorized to use the grant funds awarded under this Agreement for costs directly incurred for the Scope of Work activities during the Project Activity Period as specified in **Exhibit 1**. The Sub Grantee shall administer services funded through this Agreement in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised Statues; 12 CCR 2510-1, Older Americans Act (OAA) Programs (Rule Manual Volume 10); Colorado Department of Human Services, Division of Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as may be amended from time to time. Sub Grantee is subject to all provisions of DRCOG's contract with CDHS.

2.02 Eligibility of Costs. All expenses are subject to DRCOG regulations including, but not limited to:

- All applicable provisions of 2 CFR part 200, 2 CFR part 300 and 45 CFR part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Human Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants.

All expenses are also subject to the provisions outlined in the DRCOG Contract.

III. AWARD AMOUNT, MATCH, AND PAYMENT

3.01 Project Amount. The total budget of this Scope of Work is **$138,788.00**.

3.02 Maximum Grant Amount. The County awards to the Sub Grantee a grant of **$138,788.00** ("Maximum Grant Amount") to complete approximately **577 units (hours) of chore services and 3,252 units (one-way trips) of assisted transportation services** as outlined in the Scope of Work. In no event will the County's obligation under this Agreement be more than the Maximum Grant Amount. The County shall bear no responsibility for cost overruns that may be incurred by the Sub Grantee in the performance of the Scope of Work.

3.03 Local Match. A local match from the County is required for this operating grant. This requirement will be covered through the County's general fund budget. The local match shall not increase the Maximum Grant Amount.

3.04 Reimbursement Contingent Upon the Availability of the Local Match. Reimbursement is subject to and contingent upon the continuing availability of the required local match. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with funds provided to the County by DRCOG that are contingent upon the availability of the required local match. If, for whatever reason, the local match is insufficient, the County is only required to reimburse the Sub Grantee from such funds or any part thereof that are received from DRCOG based on the local match provided.

3.05 Reimbursement. Expenses will be reimbursed by the County for 100 percent of all eligible costs which have been paid to the County by DRCOG. Invoiced expenditures with all required documentation must be submitted to the Project Manager no later than the fifth day of the following month in order to be reimbursed for expenses from the previous month. Sub Grantees must use the approved forms and submit all required documentation as specified.

Sub Grantees shall submit any additional data or other information requested by the County to support the Sub Grantee's reimbursement request and shall submit any additional data or information that may be required by the federal government for reporting to DRCOG and the State of Colorado.

Upon the County's review and approval of the Sub Grantee's reimbursement request, the County will distribute to the Sub Grantee the approved reimbursement amount. The County may deny part, or all, of any reimbursement request if it believes that it is not a supportable Scope of Work expense. No reimbursement will be made which would cause the distribution of grant funds to exceed, cumulatively, such payment limits in Section 3.02. The County may withhold payment if the Sub Grantee is not current in its reporting requirements under Article V. Distribution of any funds or approval of any report is not to be construed as a County waiver of any Sub Grantee noncompliance with this Agreement.

3.06 Repayment of Unauthorized Use of Grant Funds. Upon a finding by the County that the Sub Grantee has made unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the County, the Sub Grantee agrees to promptly repay such amounts to the County.

3.07 Reversion of Unexpended Grant Funds. All funds granted by the County under this Agreement that have not been expended for Scope of Work activities taking place during the Project Activity Period, as defined in Section

6.01 below, shall revert back to DRCOG. Sub Grantee must meet the timeframes outlined in the County's agreement with DRCOG.

3.08 Grant Contingent upon State or Federal Funding. This Agreement is subject to and contingent upon the continuing availability of State Older Coloradoan's funds, or Federal Older Americans' Act funds for the purposes thereof. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with funds provided to the County by DRCOG. DRCOG receives these funds from the State of Colorado, State Funding for Senior Services, or the Federal Older Americans' Act, and therefore, the Sub Grantee expressly understands and agrees that all its right, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds from DRCOG. In the event that such funds, or any part thereof, are not received from DRCOG, the County may immediately terminate this Agreement without liability, including liability for termination costs.

IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

4.01 Documentation of Scope of Work Costs. All Scope of Work expenses must be supported by proper documentation, including properly executed payrolls, effort reporting or time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

4.02 Establishment and Maintenance of Scope of Work Information. The Sub Grantee agrees to establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to (a) Sub Grantee's performance under this Agreement, and (b) the receipt and expenditure of all grant funds and the Sub Grantee's match documentation (if required) under this Agreement. The Sub Grantee shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall remain intact all Scope of Work information until the latest of:

A. Six (6) years following the term of this Agreement; or
B. If any litigation, claim, or audit is commenced during either such period, when all such litigation claims or audits have been resolved.

4.03 Compliance with HB 18-1128. Sub Grantee shall comply with the applicable provisions of House Bill 18-1128 Concerning Strengthening Protections for Consumer Data Privacy, including any updates or amendments thereto. Compliance shall include, without limitation, compliance with all required procedures set forth in subpart F of the Scope of Work attached hereto. Sub Grantee shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i), shall maintain security procedures and practices consistent with C.R.S. § 24-73-101, *et seq.*, and has a statutory duty

to notify and cooperate with the County in the event of a security breach that compromises personally identifiable information (PII), which means any information maintained about an individual that can be used to distinguish or trace an individual's identity, including but not limited to name; social security number; date and place of birth; mother's maiden name; biometric records; other information linked or linkable to an individual such as medical, educational, financial and employment information; and any other information encompassed in C.R.S. § 24-72-501.

4.04 Audit Requirements. The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of 2 CFR Part 200 of the Code of Federal Regulations, which supersedes Office of Management and Budget (OMB) Circular A-133. The Contractor shall, upon request, make a copy of the audit available for review by DRCOG and/or SUA. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in: Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2 shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

4.05 The Sub Grantee agrees to provide the Project Manager with a report of all audits performed.

V. REPORTING AND MONITORING REQUIREMENTS

5.01 Progress Reports. The Sub Grantee shall provide information about its progress in the Monthly Reimbursement Request forms it submits to the Project Manager. These reports shall include units of service information from customer surveys, and copies of marketing materials, as applicable. The Sub Grantee shall provide applicable details and information including: data, explanations, descriptions, copies, and sample documents of milestone activities. If there is more than a ten percent deviation from the numbers listed in the milestones in the Scope of Work (**Exhibit 1**), an explanation shall be added for that deviation to the progress report(s). Progress and change over time s hall be evaluated and reported.

A template report form and/or access to the County's electronic data system shall be provided by Douglas County. The Sub Grantee must use the template(s) and electronic format provided for its reports. The Sub Grantee must also submit to the County any other forms and documentation related to the grant that the County requests. The County will furnish electronic copies of all template report forms to be completed and submitted.

5.02 Contents of Reports; Copies. The Sub Grantee agrees to report completely and to provide the County with any additional or follow-up information as may be requested by the County.

5.03 Other Monitoring Activities. To assist the County in monitoring compliance with this Agreement, the Sub Grantee agrees to attend regularly scheduled Sub Grantee meetings as requested by the County and to permit site visits by County staff during business hours, upon reasonable notice. The Sub Grantee agrees to submit to the County a copy of any promotional information regarding the Scope of Work disseminated by the Sub Grantee during the term of this Agreement.

5.04 Changed Conditions. The Sub Grantee shall use due diligence to achieve the milestones set forth in the Scope of Work. The Sub Grantee agrees to notify the County immediately of any development that has or will have a significant impact on performance of the Scope of Work, including, but not limited to, any problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the Scope of Work in accordance with the terms of this Agreement. The notice shall include a statement of action taken or contemplated and any assistance needed to resolve the situation. Additionally, the County will monitor performance on a quarterly basis to ensure milestones are achieved. A ten percent (10%) variance greater than the target will require explanation or corrective action.

5.05 Special Reporting Requirements. The County is required to report to DRCOG regarding Grant Program Activities. Accordingly, the Sub Grantee agrees to provide the County with any additional follow-up information reasonably requested by the County, in order to meet the County's reporting requirements.

VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION

6.01 Project Activity Period. This Project Activity Period will begin on **July 1, 2026, or the date of execution of DRCOG contract, whichever comes later,** and will end on **June 30, 2027**.

6.02 Term. The term of this Agreement shall extend from the Effective Date of this Agreement to a date sixty (60) calendar days following the end of the Project Activity Period defined in Section 6.01 to permit close out of this Agreement.

6.03 Termination by County for Convenience. The County may terminate this Agreement at any time and for any reason by providing the Sub Grantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, the Sub Grantee shall be entitled to compensation for Scope of Work activities in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the limits in Section 3.02.

6.04 Termination Due to Loss of Funding. The parties acknowledge and agree that Sub Grantee is to be paid, reimbursed or otherwise compensated for the services set forth herein with funds provided to the County by DRCOG. Sub Grantee expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon the County's receipt of such funds from DRCOG. In the event that such funds, or any part thereof, are not received by the County, the County may immediately terminate this Agreement without liability, including costs for termination.

6.05 Termination for Noncompliance. If there has been a material failure to comply with the provisions of this Agreement by either party (a "breach"), the other party may terminate this Agreement after seven (7) calendar days' written notice to the party in breach if such breach is not cured within the seven (7) day period. A material failure of the Sub Grantee to make reasonable progress toward completion of the Scope of Work without good cause and without providing the notices required by Section 5 constitutes a breach. At the County's option, the County may withhold payment of invoices during any period in which the Sub Grantee is noncompliant with this Agreement. If the County finds that the Sub Grantee's noncompliance is willful and unreasonable, the County may terminate or rescind this Agreement and require the Sub Grantee to repay the grant funds in full or in a portion determined by the County, except that Sub Grantee shall not be required to repay funds that the County has reviewed, approved, and distributed except as provided for in Sections 3.05 and 3.06.

6.06 Effect of Scope of Work Closeout or Termination. The Sub Grantee agrees that Scope of Work closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Sub Grantee by this Agreement. Project closeout or termination of this Agreement does not alter the County's authority to disallow costs and recover funds based on a later audit or other review, and does not alter the Sub Grantee's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

VII. CONTACT PERSONS; PROJECT MANAGER

7.01 Contact Persons. The authorized persons for receipt notices, reports, invoices, and approvals under this Agreement are the following:

The County:

Name:	Kim Smith
Title:	Community Programs Coordinator
Mailing Address:	100 Third St. Castle Rock, CO 80104
Phone:	303-660-7460
Email:	crsgrants@douglasco.gov

The Sub Grantee:

Name:	Karie Erickson
Title:	Executive Director
Mailing Address:	104 Fourth St. Castle Rock, CO 80104
Phone:	303-814-4300
Email:	kerickson@douglasco.gov

or such other person as may be designated in writing for itself by either party.

7.02 County's Project Manager. The County's Project Manager for purposes of administration of this Agreement is the person listed for the County in Section 7.01, or such other person as may be designated in writing by the County. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on behalf of the County.

7.03 Sub Grantee Project Manager. The Sub Grantee's Project Manager for purposes of administration of this Agreement is the person listed for the Sub Grantee in Section 7.01, or such person as may be designated in writing by the Sub Grantee. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on the behalf of the Sub Grantee unless otherwise noted.

7.04 Notice. Notice to any party under this Agreement shall be made in writing, addressed as set forth above, and shall be delivered personally during normal business hours, or by prepaid first-class U.S. mail, e-mail or such other method authorized in writing by the party's Project Manager. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. Email notices shall be effective upon receipt. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

VIII. GENERAL CONDITIONS

8.01 Amendments. The terms of this Agreement may be changed only by mutual agreement of both parties. Such changes shall be effective only upon the

execution of written amendments signed by authorized officers of the parties to this Agreement.

8.02 Assignment and Sub Grants. The Sub Grantee shall not assign, sub grant, sublet, or transfer any Scope of Work activities without receiving express written consent of the County. Any attempt at assignment, sub granting, subletting, or transferring without such consent shall be void. Activities listed in the Scope of Work shall constitute written consent by the County. Any assignment, sub grant, sublet, or transfer by the Sub Grantee shall be subject to compliance with all terms and conditions of this Agreement including Exhibits 1 and 2.

8.03 Liability. The parties expressly agree that they do not contractually waive any limitations on liability or other immunities or defenses available to them by statute or common law, or activities undertaken pursuant to this Agreement. The Parties understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 120, or otherwise available to the County.

8.04 Relationship of the Parties. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Sub Grantee and the County, nor creating third party beneficiary rights against the County or Sub Grantee, including but not limited to, Sub Grantee's contractors or subcontractors.

8.05 Indemnification. The Sub Grantee assumes liability for and agrees to defend, indemnify, and hold harmless the County, its officers, employees, agents, residents, and taxpayers from and against all losses, damages, expenses, liability, claims, suits, or demands, including, without limitation, attorney's fees, arising out of, resulting from this Agreement, or relating to the performance of the Scope of Work by the Sub Grantee or Sub Grantee employees, agents, or contractors. In addition, the Sub Grantee shall comply with all indemnification and insurance requirements set forth in Exhibit D to the DRCOG Contract. If Sub Grantee is served with a pleading or other document in connection with an action before a court or administrative decision-making body, and such pleading or document relates to this Agreement or may affect Sub Grantee's ability to perform its obligations under this Agreement, Sub Grantee shall, within 3 days after being served, provide notice to the County of such action and deliver copies of such pleading or document to the County.

8.06 Acknowledgement. The Sub Grantee shall appropriately acknowledge the support received under "the Older Americans Act" in any promotional materials, reports, and publications relating to the Scope of Work.

8.07 Jurisdiction, Venue, and Applicable Law. Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, shall be in state or federal court with competent jurisdiction in Douglas County, Colorado. All matters relating to the performance of this Agreement shall be controlled by and determined in accordance with the laws of the State of Colorado.

8.08 Conflict. In the event that any provisions contained herein conflicts with those in Exhibit 2, provisions in Exhibit 2 shall prevail.

8.09 Extension of Provisions. All provisions herein contained, including the benefits and burdens, shall extend to be binding upon the Sub Grantee, its heirs, legal representatives, successors, and assigns.

8.10 Complete Integration. This Agreement, including all Exhibits attached hereto, represents the complete integration of all understandings between the parties and all prior representations and understandings, oral or written, are merged herein.

IX. GENERAL REQUIREMENTS

9.01 Incorporation of Specific Requirements. Specifically, and without limitation, the Sub Grantee agrees to comply with all requirements set forth in Exhibit 2, including all exhibits thereto. By signing this Agreement, the Sub Grantee certifies that it has received and reviewed Exhibit 2 and agrees to comply with all provisions set forth therein.

9.02 Integrity Certification. By signing this Agreement, the Sub Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency. The Sub Grantee further certifies it has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. This certification is a material representation of fact upon which the County relies in entering this Agreement. If it is later determined that the Sub Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Sub Grantee shall provide to the County immediate written notice if at any time the Sub Grantee learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

9.03 Prohibition Against Workers without Authorization. Sub Grantee hereby certifies that it does not and shall not knowingly employ or contract workers without Authorization. By signing this Agreement, Sub Grantee represents and warrants that it will comply with all requirements regarding the same set forth in the DRCOG Contract, including but not limited to those set forth in Sections 2 - 4 of Exhibit B to the DRCOG Contract and Exhibit H to the DRCOG Contract, all of which are expressly adopted and incorporated herein.

9.04 Equal Employment Opportunity. Sub Grantee agrees to comply with all applicable federal laws, regulations, and orders regarding "Equal Employment Opportunity", as may be amended from time to time, and to execute such provisions as are required under Exhibit C to the DRCOG Contract attached hereto.

Sub Grantee shall comply with the appropriate areas of the Americans with Disabilities Act of 1990, as amended, and any other applicable federal, state or local laws and regulations.

The parties adopt and incorporate the requirements of 41 CFR § 60-1.4(a) and 29 CFR § 471, Appendix A to Subpart A, if applicable.

Sub Grantee shall comply with all applicable requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

9.05 No Federal or State Obligation. This grant is financed by state funds administered by DRCOG. However, payments to the Sub Grantee will be made by the County. Neither the United States nor the State of Colorado is a party to this Agreement. No reference in this Agreement to the United States, DRCOG, or any representative of the State or federal government makes the United States or the State of Colorado a party to this Agreement. The Sub Grantee shall include this clause in any contracts or agreements under this Agreement.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below. This Agreement is effective upon final execution by both parties.

THE BOARD OF COUNTY COMMISSIONERS:
OF THE COUNTY OF DOUGLAS, COLORADO

APPROVED AS TO CONTENT:

_____
George Teal
Chair, Board of County Commissioners

Date: _____

_____
Jennifer L. Eby
Director of Community Services

Date: _____

_____
Hayley Hall
Clerk to the Board

Date: _____

APPROVED AS TO LEGAL FORM:

_____
Arielle Denis
Assistant County Attorney

Date: _____

APPROVED AS TO CONTENT:

_____
Douglas J. DeBord
County Manager

APPROVED AS TO FISCAL CONTENT:

_____
Christie Guthrie
Director of Finance

Date: _____

Aging Resources of Douglas County
Sub Grantee

_____
By (Signature)

_____
Title

_____
Address

_____
City, State, Zip Code

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day

of _____, _____ by _____.
(month) (year) (name of Subgrantee signatory)

My commission expires:_____

Witness my hand and official seal

_____
Notary Public

EXHIBIT 1—Scope of Work and Conditions

Aging Resources of Douglas County (ARDC), Douglas County, Denver Regional Council of Governments (DRCOG) Chore and Assisted Transportation Services Agreement

Grant Year	For the period July 1, 2026, through June 30, 2027
Title of Project	ARDC Chore and Assisted Transportation Services Sub Grantee Agreement between Aging Resources of Douglas County (ARDC), and Douglas County for services under contract EX26040.
Project Description	Chore and Assisted transportation services for older adults.

A. Program Description

Sub Grantee is an older adult services provider that provides chore and assisted transportation services to residents of Douglas County.

B. Project Description

This project accomplishes the goal of improving chore and assisted transportation options for seniors age 60 and older in all parts of Douglas County. The increase in chore and assisted transportation opportunities will be achieved by leveraging funding for current services.

Sub Grantee will provide chore services for seniors through volunteers, staff, and members of the faith-based community.

Service Definition for Chore Services: Those services designed to increase the safety of older adults living at home such as assistance with heavy housework, yard work, or sidewalk maintenance. Chore service activities are one-time, seasonal, or occasional in nature and shall be planned with input from the older adult based on an evaluation of the older adult's strengths and needs and the degree of physical and/or cognitive impairment of the older adult.

Sub Grantee will provide assisted transportation services for seniors in compliance with contract requirements.

Service Definition for Assisted Transportation Services: Assistance and transportation, including escort if needed, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

C. Project Budget

1. The twelve (12) month net cost for this project is estimated to be and will be allocated for the Grant Year as follows:

Projects	
Chore Services	**$ 18,464.00**
Assisted Transportation Services	**$120,324.00**
Total	**$138,788.00**

2. Project costs must not exceed the maximum allowable cost of **$138,788.00**.

3. Sub Grantee is solely responsible for all costs this project incurs above the amount Douglas County reimburses to Sub Grantee from DRCOG and County match funds for the share of eligible, actual costs. If the final, actual project cost is less than the maximum allowable cost of **$138,788.00,** the County is not obligated to provide any more of the eligible, actual operational costs.

4. Funds from this grant will pay assisted transportation and chore services on a per-unit basis for adults age 60 and older. One unit of service is defined as one hour of chore service or one-way trip. Sub Grantee in partnership with the Douglas County Department of Community Services, provides these services.

5. Sub Grantee is responsible for providing monthly reporting on units provided to qualified Douglas County residents under the guidelines of this project. Monthly reports are due to Douglas County no later than the fifth (5^{th}) day of each month. If the 5^{th} day falls on a weekend or holiday, the monthly report will be due on the prior business day.

6. DRCOG and Douglas County require that the service units detailed by this Agreement are provided throughout the grant year.

   a. As such, at least forty percent (40%) but no more than sixty percent (60%) of the contracted **chore** funds must be spent by December 31, 2026, and seventy percent (70%) but no more than ninety percent (90%) of the contracted **chore** funds must be spent by March 31, 2027. All **chore** funds must be spent by June 30, 2027.

   b. As such, at least forty percent (40%) but no more than sixty percent (60%) of the contracted **assisted transportation** funds must be spent by December 31, 2026, and seventy percent (70%) but no more than ninety percent (90%) of the contracted **assisted transportation** funds must be spent by March 31, 2027. All **assisted transportation** funds must be spent by June 30, 2027.

D. Reimbursement Eligibility

1. Sub Grantee shall submit monthly reimbursement requests, including all related documentation to Douglas County. Requests must be within the limits of Sections C, E and F of this Exhibit and shall otherwise comply with the terms of this Agreement.

E. Project Performance

1. Sub Grantee shall track and report the number of total clients and other users of these services during the Grant Year.

Project	Total Units to be Provided
Chore Services	577 hours at $32 per one unit
Assisted Transportation Services	3,252 trips at $37 per one unit

F. Data Reporting, Sharing, and Confidentiality

1. The County will provide to the Sub Grantee access to its data system or provide a reporting spreadsheet template, through which the Sub Grantee shall capture and report data for all services provided under this Sub Grantee Agreement. The Sub Grantee shall record and report: (i) participant information; (ii) Household information; (iii) Program data; (iv) Service records; and (v) Funding and expenditure records. Be sure to include trip counts, trip costs, demographic information, information from surveys, narrative program questions, and Douglas County approved copies of marketing materials related to the grant program with your monthly reporting.

2. The County and Sub Grantee agree that sharing client data is necessary to meet client needs. Accordingly, the County and the Sub Grantee agree that client data may be shared between the parties, provided, however, that each party shall protect confidential client information as required by state and federal law and this Agreement. Prior to sharing any client information, the Sub Grantee shall obtain an Authorization for Release of Information ("ROI"), in the form included as **Exhibit 3** to this Sub Grantee Agreement or as otherwise approved in writing by the Project Manager, executed by the client which allows the Sub Grantee to share the client's information with the County and any other sub-grantees specified in the ROI form.

3. The Sub Grantee must comply with all applicable provisions of HB 18-1128 regarding "Personal Identifying Information" as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b) and to "Personal Information" as defined in C.R.S. 24-73-103(1)(g). Personal Identifying Information and Personal Information are referred to collectively herein as "Personal Data." Compliance shall include, without limitation:

    i. Adopting and enforcing a written policy governing the destruction of electronic and paper documents containing Personal Data. The written policy must, at a minimum, require that when electronic or paper documents containing Personal Data are no longer needed, such documents will be destroyed by shredding, erasing, or otherwise modifying the Personal Data so as to make it unreadable or indecipherable through any means;
    ii. Implementing and maintaining reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction. Such procedures must be appropriate in light of the nature of the Personal Data that is provided to the partner and the nature and size of the partner's business and operations;
    iii. Providing immediate written notification to the Project Manager; in the event the partner becomes aware that an unauthorized acquisition of Personal Data compromising the security, confidentiality or integrity of the Personal Data (hereinafter, a "Security Breach") has or may have occurred. The partner shall promptly and in good faith conduct an investigation to

determine the likelihood that Personal Data has been or will be misused and shall coordinate with and promptly report the results of such investigation to the Project Manager; crsgrants@douglasco.gov as requested;

iv. Providing prompt written notification to affected Colorado residents, but in no event later than thirty (30) days after the date of determination that a Security Breach occurred, in accordance with the provisions of House Bill 18-1128; and

v. To the extent applicable, requiring any third-party service providers, as defined in C.R.S. § 6-1-716(i) and C.R.S. § 24-73-103, to implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed to the third-party service provider and reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure or destruction.

4. In order to help protect client Personal Data from unauthorized access, use, modification, disclosure, or destruction, the Sub Grantee shall: (i) have and enforce a written policy outlining how Personal Data will be collected, maintained, and protected from inadvertent release; (ii) require and provide training on the protection of Personal Data to anyone with access to client confidential information and/or the County's data system or reporting spreadsheet, including but not limited to employees and volunteers; (iii) require anyone with access to client confidential information and/or the County's data system or reporting spreadsheet to execute an acknowledgment, in the form included as **Exhibit 4** or as otherwise approved in writing by the Project Manager, of their obligation to maintain the confidentiality of Personal Data; and (iv) maintain a secure environment that ensures the confidentiality of Personal Data. Attached as **Exhibit 5** are recommendations for best practices to implement and maintain reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction.

G. Special Conditions

1. Sub Grantee may not bill the County under this Agreement until the Agreement is fully executed. No services shall be provided prior to the full execution of the DRCOG Contract.

2. Sub Grantee shall have a valid policy in place to require background checks be conducted for all employees, volunteers, and agents of Sub Grantee providing chore services and assisted transportation trips. Sub Grantee shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records. Sub Grantee shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual Subsection 401.15, and shall ensure that its employees, volunteers, and agents are in compliance with the restrictions of said Subsection. Sub Grantee shall make available all background check results to Douglas County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting and meeting funding requirements.

3. Sub Grantee shall demonstrate a good faith effort to provide, and certify as applicable, safety-related training for staff, volunteers, and other appropriate personnel.

4. Sub Grantee shall comply with all applicable requirements for establishing and utilizing waiting lists when services are available but cannot be provided to all eligible consumers as set forth in Section 14 of Exhibit B to the DRCOG Contract.

5. Sub Grantee represents and warrants that: (i) it has a consumer complaint/appeal process in place that conforms to all requirements set forth in Section 15 of Exhibit B to the DRCOG Contract; and (ii) it has a process in place to monitor service quality and consumer satisfaction that conforms to all requirements set forth in Section 16 of Exhibit B to the DRCOG Contract.

6. Sub Grantee acknowledges receipt of DRCOG's on-site assessment requirements and shall comply with the on-site assessment requirements.

EXHIBIT 2 – Contract EX26040

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CONTRACT BY AND BETWEEN THE

DENVER REGIONAL COUNCIL OF GOVERNMENTS
1001 17th Street, Suite 700
Denver, Colorado 80202
("DRCOG")

and

DOUGLAS COUNTY GOVERNMENT
100 Third Street
Castle Rock, Colorado 80104
("CONTRACTOR")

for

Older Adult Services
("Contract")

Project Number 554027/624027 **Contract Number EX26040**

RECITALS:

A. DRCOG is the recipient of grant funds under Title III of the Older Americans Act (OAA) and the State of Colorado (State) Funding for Senior Services (SFSS).
B. DRCOG desires Contractor to render certain services hereinafter described in connection with an undertaking which is expected to be financed under the OAA and SFSS.
C. The Contractor agrees to comply with all relevant provisions of the Contract between DRCOG and the State for OAA/SFS, incorporated herein by reference and made a part of this Contract, as if fully set forth, in the monitoring and administration of this Contract.

NOW THEREFORE, the parties hereto mutually agree as follows:

1.0 SELECTION OF CONTRACTOR

DRCOG hereby selects the Contractor, and the Contractor hereby agrees to perform the services hereinafter set forth in connection with the project of DRCOG under the OAA, and SFSS.

2.0 SCOPE OF WORK

The Contractor shall do, perform, and carry out, in a satisfactory manner, as determined by DRCOG, all work elements described in the Contractor's Proposal submitted for funding (as approved and as may be amended, from time to time, by DRCOG) which is herein incorporated by reference and made a part of this Contract and which is summarized in Exhibit A, Scope of Work, of this Contract. The Contractor will administer services funded under this Contract in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised Statutes; 12 CCR 2510-1, Older Americans Act Programs (Rule Manual Volume 10); Colorado

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Department of Human Services, Division of Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as from time to time may be amended.

3.0 ADMINISTRATIVE REQUIREMENTS

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of 45 CFR, Part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Humans Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants. Contractor is subject to all provisions of DRCOG's contract with CDHS (see Section 18B of the State contract). In addition, Contractor must also comply with the State Unit on Aging Policy and Procedure Manual, as may be amended.

4.0 TIME OF PERFORMANCE

Services of the Contractor shall commence upon Contract execution or July 1, 2026 whichever comes later. Services shall be undertaken in such sequence as to assure completion of all services required hereunder by June 30, 2027. Funding levels shall be awarded annually, and funding of this Contract is conditioned upon funds being made available to DRCOG for such purposes.

Services cannot commence prior to an executed contract.

After the initial term, at DRCOG's discretion, this contract may be extended for one (1) additional one-year terms. Services eligible for the extension are determined annually by DRCOG. If eligible, Contractor shall receive notice from DRCOG no later than January 31 of the then current year. Contractor shall submit to DRCOG a proposal including but not limited to, a detailed budget (outlining administrative, travel, equipment, contractual services, staff training/education and indirect costs), the number of units of services proposed to be provided (both compensated and non-compensated), the proposed unduplicated clients to be served, proposed matching funds (cash and in-kind), and anticipated program income by 5:00 P.M. on March 1 of the then current year,. The scope of compensated services proposed shall not change without DRCOG's written permission. Contract amounts for the additional terms may vary according to the level of available funds.

5.0 PAYMENT TERMS

5.1 Maximum Amount

DRCOG agrees to reimburse the Contractor for allowable project expenses up to but not exceeding the sum of **$705,222.00** in **OAA and SFSS** funds and based on the cumulative number of service units delivered after applying program income. The total **OAA and SFSS** dollars, contracted units of service, and cost reimbursement rate are outlined in Exhibit A, Scope of Services attached hereto.

5.2 Other Contributions

Contractor cash match, Contractor in-kind services, Contractor program income/client contributions, and State cash match contributions, if applicable, are also outlined in Exhibit A, Scope of Services attached hereto.

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5.3 In-Kind Contributions

Valuation of in-kind contributions shall show how the contribution was computed and must be incorporated into the Contractor's accounting records. Supplies, volunteer services and other contributions shall be valued as described under 45 CFR, Part 74, Subpart C.

6.0 HHS GRANT

It is agreed by the above parties that should the HHS or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto. Unearned payments under this Contract may be suspended or terminated in the event that the Contractor refuses to accept additional terms or conditions to this Contract that may be imposed by HHS, the State or DRCOG after the effective date of this Contract.

7.0 CHANGES

Except as may be expressly provided in this Contract, including its Exhibits and Attachments, any changes, including, without limitation, any increase in the amount of this Contract, changes in the scope of services, or service unit reimbursement rate which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in a written amendment to this Contract.

8.0 DEBARMENT, SUSPENSION

By signing this Agreement, the Contractor represents that its organization and its principals and employees are not suspended, debarred, excluded from participation, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department. If Contractor, its principals, employees or agents become ineligible to participate in any such program during the term of this Contract, Contractor shall notify DRCOG in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

9.0 UNIQUE ENTITY ID

System for Award Management (SAM) and Unique Entity ID Requirements: Contractor must obtain a unique entity identifier (UEI), but is not required to fully register in Sam.gov. Contractor shall provide its Unique Entity ID to DRCOG, and shall update Contractor's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's information Start here to request a new UEI in SAM.gov .

10.0 CERTIFICATE OF GOOD STANDING

Proof of Registration with Colorado Secretary of State: Contractor shall furnish a Certificate of Good Standing from the Colorado Secretary of State's Office, as proof that it is properly registered to do business in the State of Colorado. Such Certificate shall be provided with the signed Agreement; **provided however, the foregoing shall not apply to the State, its agencies, municipalities, counties, political subdivisions, special districts, or other public entities.**

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11.0 CORA DISCLOSURE

To the extent not prohibited by federal or state law, this Contract and the Work are subject to public release through the Colorado Open Records Act, CRS § 24-72-200.1, *et seq.*, as may be updated from time to time.

12.0 COLORADO LAW FOR PERSONS WITH DISABILITIES

To the full extent possible, Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level A and Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

13.0 TERMS AND CONDITIONS

The parties agree that this Contract is also subject to the provisions set forth in the Exhibits and Attachments of this Contract, attached hereto and incorporated herein.

14.0 AUTHORITY

The undersigned signatories of Contractor represent that they have been duly authorized to execute this Agreement and have full power and authority to bind Contractor to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital or submitted by facsimile or electronic mail are their own. Contractor further understands and agrees that no further certification authority or third-party verification is necessary to validate any signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the _____ day of _____, 20___ and acknowledge that the signatures hereon, whether handwritten, typed, electronic, or digital or submitted by facsimile or electronic mail, are sufficient and legally binding.

DENVER REGIONAL COUNCIL OF GOVERNMENTS	**DOUGLAS COUNTY GOVERNMENT**
By: _____	By: _____
Douglas W. Rex, Executive Director	Title: _____
ATTEST:	ATTEST:
By: _____	By: _____
Roberta Cole, Manager Contracts & Budget	Title: _____

Exhibit A: SCOPE OF WORK

Agency Information

Organization Name: Douglas County Government

Doing Business As: Department of Community Development

Address: 100 Third Street Castle Rock, CO 80104

Phone: (303) 660-7400

Unique Entity ID: LXE5XEA44AH6

Organization URL: https://www.douglas.co.us/

Agency Director: George Teal

Agency Director Phone: (303) 660-7401

Agency Director Email: BOCC@douglas.co.us

Approved Indirect Rate w/Base: N/A

Agency Description: Douglas County's goal is quality of life for all citizens. This includes keeping people safe, ensuring access to resources and services, and supporting the most vulnerable County residents

Project Term Date: July 1, 2026 – June 30, 2027

Primary Contact
Primary Contact Name: Kimberly Smith
Primary Contact Email: ksmith@douglasco.gov
Primary Contact Phone: 303-660-7347

Grant General Information
Title of Proposal: Douglas County Older Adult Services 26-27

Purpose
DRCOG is sub-awarding funds to the above subrecipient for the services identified within this scope of work. The scope of work is generated from the proposal submitted in response to DRCOG the notice of funding opportunity issued for Older Americans Act and State Funding for Senior Services funds. Subrecipient must adhere to the information contained within the proposal that was submitted and the detailed budgets provided in DRCOG's grant management system. This includes the budget narrative and service narrative section submitted.

Total Project Budget

Revenue Source	Amount
Total Contracted Funds	$705,222.00
Total Cash Match	$66,850.00
Total In-kind Match	$26,079.00
Total State Part E Match	$ 0.00
Total Estimated Program Income	$ 0.00
Total Revenue (Less Program Income)	**$798,151.00**

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Appropriations

Service	Project Number	CFDA	Description	Amount
Assisted Transportation	554027	93.044	Federal Older Americans Act Title III Part B	$299,700.00
Chore	554027	93.044	Federal Older Americans Act Title III Part B	$16,800.00
Homemaker	554027	93.044	Federal Older Americans Act Title III Part B	$201,972.00
Personal Care	624027	N/A	State Funding for Senior Services	$186,750.00

Service: Assisted Transportation

Service Description

Douglas County will provide assisted, door-to-door transportation services to support older adults who need reliable access to medical care, essential errands, and community resources. Assisted transportation addresses mobility limitations, safety concerns, and lack of access to private and public transportation options, allowing older adults to remain independent and connected while meeting basic daily needs.

To deliver this service, Douglas County contracts with Aging Resources of Douglas County (ARDC) and the Castle Rock Senior Activity Center (CRSAC), both of which have extensive experience operating demand-response transportation programs for older adults. Douglas County provides active oversight by reviewing service data, monitoring performance, ensuring accurate reporting, and guiding providers on program expectations and Older Americans Act requirements.

Older adults may access assisted transportation through self-referral or referral from Douglas County First Call, Human Services, or community-based organizations. Providers screen individuals to confirm eligibility and assess trip needs, including mobility requirements and trip purpose. Priority is given to older adults with the greatest economic and social need, with medical and health-related trips prioritized when capacity is limited. Clients are informed of grievance procedures, nondiscrimination policies, and voluntary contribution guidelines.

Trips are scheduled on a door-to-door basis to ensure safety and accessibility. To better meet growing demand, Douglas County will increase planned assisted transportation units from 8,563 to 8,904 in the current year while maintaining the same funding request. This increase will be achieved through overmatching the grant and increasing the County's cash match contribution to nearly 10 percent of the total grant request, demonstrating Douglas County's commitment to maximizing service delivery and leveraging local resources to meet older adult transportation needs.

With continued grant support, this coordinated and cost-effective approach will ensure assisted transportation remains an essential service for older adults who would otherwise face significant barriers to accessing care and community resources.

State Service Definition

Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

1 Unit = 1 One-Way Trip

Service Budget

Revenue

Funding Source	Amount
Contracted Funds	$299,700.00
Cash Match	$29,748.00
In-kind Match	$7,451.00
State Part E Match	$0.00
Estimated Program Income	$0.00
Total Revenue (Less Program Income)	**$336,899.00**

Expenses

Expense Category	Amount
Personnel	$7,451.00
Travel	$0.00
Equipment	$0.00
Contractual Services	$329,448.00
Supplies	$0.00
Indirect	$0.00
Other Expenses	$0.00
Total Expenses	**$336,899.00**

Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	8,904
Gilpin	0
Jefferson	0
Total	8,904

Reimbursement Rate: Actual Cost

Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0

Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	120	20	47	1	470
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
Total	120	20	47	1	470

Service: Chore

Service Description
Douglas County will provide chore services that address essential safety-related household tasks, such as yard clean-up, debris removal, and minor home safety activities. These services reduce fall risks and help older adults with mobility or functional limitations remain safe in their homes.
Douglas County contracts with Aging Resources of Douglas County (ARDC) to deliver these services. ARDC uses trained paid staff and screened volunteers, allowing the program to complete a wide range of tasks efficiently while maximizing resources. The County provides oversight through monthly data reviews, performance monitoring, and verification of compliance with OAA requirements.

Clients may enter the program through self-referral or referrals from County departments, churches, and other community agencies. ARDC conducts an eligibility assessment and collects all OAA-required demographic and functional information. Clients also receive information on grievance procedures, nondiscrimination policies, and other available services.
Once enrolled, chore tasks are scheduled based on need and safety priorities, with volunteers typically handling group yard projects and staff completing tasks that require additional skills or physical capacity. All services are documented, and changes in client needs are addressed through referrals to complementary support.

To better meet rising demand, Douglas County will increase planned chore service units from 534 to 1,030 in the current year while maintaining a cost-effective unit rate. This increase will be achieved through overmatching the grant and increasing the County's cash match contribution to 10 percent of the total grant request, demonstrating Douglas County's commitment to maximizing service delivery and leveraging local resources to ensure more older adults receive essential assistance that supports aging in place.

Through strong provider partnerships, trained personnel, and consistent County oversight, chore services remain a dependable, essential resource for older adults in Douglas County.

State Service Definition

Chore services are those services designed to increase the safety of older adults living at home such as assistance with heavy housework, yard work or sidewalk maintenance. Chore service activities are one-time, seasonal or occasional in nature, and shall be planned with input from the older adult based on an evaluation of the older adult's strengths and needs, and the degree of physical and/or cognitive impairment of the older adult.

1 Unit = 1 Hour

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Service Budget

Revenue

Funding Source	Amount
Contracted Funds	$16,800.00
Cash Match	$1,664.00
In-kind Match	$3,726.00
State Part E Match	$0.00
Estimated Program Income	$0.00
Total Revenue (Less Program Income)	**$22,190.00**

Expenses

Expense Category	Amount
Personnel	$3,726.00
Travel	$0.00
Equipment	$0.00
Contractual Services	$18,464.00
Supplies	$0.00
Indirect	$0.00
Other Expenses	$0.00
Total Expenses	**$22,190.00**

Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	577
Gilpin	0
Jefferson	0
Total	577

Reimbursement Rate: Actual Cost

Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	13	3	6	0	75
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
Total	13	3	6	0	75

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Service: Homemaker

Service Description

Douglas County will provide homemaker services to support older adults who need assistance maintaining a clean, safe, and healthy home environment. These basic housekeeping supports, including removing clutter, dusting, vacuuming, mopping, bathroom and kitchen cleaning, laundry, and changing bed linens, allow clients to remain safe in their homes and help reduce health and safety risks associated with declining mobility and functional limitations.

To deliver these services, Douglas County contracts with three licensed Colorado in-home care providers: Visiting Angels, Home Instead, and ACASA Senior Care. Each agency has extensive experience serving older adults and maintains established working relationships with local hospitals, clinics, and community partners. Douglas County plays an active oversight role by monitoring performance, reviewing monthly service data, ensuring accuracy of all required reporting, and guiding providers on program expectations and grant metrics. All agencies comply with the state home care licensing requirements and employ trained, screened, and supervised homemaker staff who follow consistent quality and safety standards.

Clients may access the program through self-referral or referral from Douglas County Community Services, Human Services, health care partners, or community organizations. Once a referral is received, a contracted provider contacts the individual to complete an in-home eligibility assessment. Staff collect all OAA-required information, which includes age, demographic details, residential address, functional limitations, and the client's specific homemaker needs. Clients are also informed about additional services for which they may be eligible, along with the program's grievance procedures, nondiscrimination, and voluntary contribution policies.

After enrollment, trained homemaker staff provide services based on an individualized service plan. Providers make every effort to assign consistent staff to support continuity, and they maintain regular supervision and quality assurance oversight. Douglas County reviews service trends across agencies, monitors adherence to contract requirements, and collaborates with providers to address any service gaps or challenges. All visits and units delivered are documented, and providers respond when client needs change or when additional support may be appropriate.

To better meet growing community demand, Douglas County is increasing its planned homemaker service units from 5,449 to 5,504 this year while keeping the funding request the same. This allows the program to serve more older adults at a stable and competitive unit cost. With continued grant support, this coordinated and professionally managed approach will ensure that homemaker services remain a reliable and essential resource for older adults who would otherwise be unable to afford these services.

State Service Definition

Assistance to persons who meet the eligibility requirements for in-home services and who are unable to perform two or more of the following instrumental activities of daily living: preparing meals, laundry, shopping for personal items, managing money, using the telephone, or doing light housework.

1 Unit = 1 Hour

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Service Budget

Revenue

Funding Source	Amount
Contracted Funds	$201,972.00
Cash Match	$18,188.00
In-kind Match	$7,451.00
State Part E Match	$0.00
Estimated Program Income	$0.00
Total Revenue (Less Program Income)	**$227,611.00**

Expenses

Expense Category	Amount
Personnel	$7,451.00
Travel	$0.00
Equipment	$0.00
Contractual Services	$220,160.00
Supplies	$0.00
Indirect	$0.00
Other Expenses	$0.00
Total Expenses	**$227,611.00**

Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	5,504
Gilpin	0
Jefferson	0
Total	5,504

Reimbursement Rate: $36.70

Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	63	11	26	1	253
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
Total	63	11	26	1	253

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Service: Personal Care

Service Description

Douglas County will provide personal care services to support older adults who need hands-on assistance with activities of daily living, including bathing, dressing, grooming, mobility assistance, toileting, and medication reminders, to remain safe and independent at home. These services are critical for older adults with declining physical function and lacking a support network.

To deliver personal care services, Douglas County contracts with three licensed Colorado in-home care providers: Visiting Angels, Home Instead, and ACASA Senior Care. Each agency has extensive experience serving older adults and maintains established working relationships with local hospitals, clinics, and community partners. Douglas County plays an active oversight role by monitoring performance, reviewing monthly service data, ensuring accuracy of all required reporting, and guiding providers on program expectations and grant metrics. All agencies comply with state home care licensing requirements and employ trained, screened, and supervised personal care staff who follow consistent quality and safety standards.

Clients may self-refer or be referred by Douglas County Community Services, Human Services, Adult Protective Services, health care partners, or community organizations. A contracted provider completes an in-home eligibility assessment, gathers all OAA-required demographic and functional information, and develops an individualized care plan. Clients also receive information about other available services, voluntary contribution policies, and grievance and nondiscrimination procedures.

After enrollment, providers assign consistent personal care staff whenever possible and adjust services when client needs change. Douglas County monitors service trends, collaborates with providers to address gaps, and ensures that grant-funded hours are directed to older adults with the greatest need. All visits and units delivered are documented, and providers respond when client needs change or when additional support may be appropriate.

To better meet community demand, Douglas County is increasing planned personal care units from 4,961 to 5,100 this year while keeping the funding request the same. This efficiency allows the County to serve more vulnerable residents at a stable, competitive unit cost. With continued grant support, personal care services will remain a vital resource enabling older adults to safely age in place and avoid institutionalization.

State Service Definition

Assistance (Personal assistance, stand-by assistance, supervision or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person’s home and possibly other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs) for persons who meet the requirements for in-home services.

1 Unit = 1 Hour

Service Budget

Revenue

Funding Source	Amount
Contracted Funds	$186,750.00
Cash Match	$17,250.00
In-kind Match	$7,451.00
State Part E Match	$0.00
Estimated Program Income	$0.00
Total Revenue (Less Program Income)	**$211,451.00**

Expenses

Expense Category	Amount
Personnel	$7,451.00
Travel	$0.00
Equipment	$0.00
Contractual Services	$204,000.00
Supplies	$0.00
Indirect	$0.00
Other Expenses	$0.00
Total Expenses	**$211,451.00**

Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	5,100
Gilpin	0
Jefferson	0
Total	5,100

Reimbursement Rate: $36.62

Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	10	1	5	1	35
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
Total	10	1	5	1	35

Non-Compensated Services

Services	Units
Information and Assistance	50
Outreach	520
Nutrition Education	0
Nutrition Counseling	0

Performance Standards

1. Performance will be reviewed throughout the grant agreement. Subrecipient will need to report to DRCOG whenever one or more of the following occurs:
    a. Budget changes in excess of 10% of the total budget for any expense.
    b. Project schedule changes.
    c. Project outcomes were not met.
    d. Identification of problem areas and how the problems will be solved.
    e. Expected impacts and the efforts to recover from delays.
2. Prior written approval from DRCOG must be obtained for budget changes in excess of 10% of the total project or for any expense, project schedule changes, and any changes to this scope of work or services provided.
3. DRCOG will periodically review the estimated unit and clients served by county in this scope of work against the actual clients and units provided. Subrecipient will need to provide an explanation and details on outreach efforts to counties identified in the proposals are not served. Variances greater than 10% may require an explanation to be submitted to DRCOG.
4. Subrecipient must submit monthly claims to DRCOG for eligible costs incurred after the date of execution of this Grant through WebGrants. Claims must be submitted on the 15th of the month following the month expenses were incurred. For example, for expenses incurred in January, invoice(s) should be submitted by February 15. If the 15th falls on a weekend or holiday, the reimbursement request will be due the business day before.
    a. For actual cost services, monthly claim submissions must include supporting documentation for costs incurred. Expenses incurred will be reviewed for allowability prior to payment being made.
    b. For all services, monthly claim submissions must include units of service provided by county to be reimbursed. Expense cannot be reimbursed without units being provided.
5. Subrecipient must utilize the most recent State Participant Information Assessment forms or ask the same questions and enter that data timely into SUDS. DRCOG will review required data reporting quarterly and subrecipient must enter in any missing data identified during this review with the timelines identified by DRCOG staff.

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Exhibit B: TERMS AND CONDITIONS

The following supplemental terms and conditions apply to the Contract herein and take precedence over any conflicting language within the Contract.

1. Personnel.
The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with DRCOG.

2. Employment Eligibility Verification (Federal requirement).
If this Contract includes an award of Federal funds of more than $3,000, Contractor must also comply with the E-Verify Federal Contractor Rule set forth in Exhibit H, attached hereto and incorporated herein by reference, which requires the Contactor to use the E-Verify program to verify the employment eligibility of all employees assigned to the Contract and all new hires. If Contractor uses one or more subcontractors to provide services under the Contract, Contractor shall include the language set forth in Exhibit H in any subcontract that is: (1) for commercial or noncommercial services or construction; (2) has a value of more than $3,000; and (3) includes work performed in the United States. Contractors who are State or local governments, institutions of higher education, or governments of a Federally recognized Indian tribe are not exempt from these requirements; however, such entities may choose to verify only those employees who are assigned to the Contract, whether existing employees or new hires, as further detailed in Exhibit H.

3. Qualifications.
All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

4. Background Check; Driver's License.
Contractor shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records check, shall be conducted for all employees, volunteers, and contractors of Contractor providing services delivered via one-to-one contact or as specified in the SUA Policy and Procedure Manual, Subsection 401.15. Contractor shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual, Subsection 401.15, and shall ensure that its employees, volunteers, and contractors are in compliance with the restrictions of said Subsection. Effective January 1, 2019, Contractor shall comply with the requirements outlined in SUA Policy and Procedure Manual Subsection 401.16 and the correlated DRCOG policy in which it is stipulated that a Colorado Adult Protective Services (CAPS) background check is conducted prior to hiring or contracting with a new employee who will provide direct care to an at-risk adult. Employees, volunteers, or contractors responsible for transporting consumers shall have a valid Colorado driver's license and shall not have any alcohol related offenses in the past three years, or two or more convictions or chargeable accidents within the past two years.

5. Sub-grant or Subcontract.
None of the work or services covered by this Contract shall be sub-granted or subcontracted to any other party except for those listed on Exhibit E (*without the prior written approval of*

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DRCOG). Failure to obtain DRCOG's prior approval of any additional sub-grantors or subcontractors shall result in the disallowance of reimbursements for any services provided by sub-grantor or subcontractors not previously approved. Contractor shall verify that all sub-grantees and subcontractors have not been excluded or disqualified pursuant to 2 CFR Part 376 prior to submitting such sub-grantees or subcontractors to DRCOG for approval and shall certify that the proposed sub-grantees and subcontractors are neither excluded nor disqualified by a Federal agency. Any approval by DRCOG of a sub-grantee or subcontractor shall be effective only through the current contract fiscal year and subject to the continuing requirement of non-exclusion or non-disqualification pursuant to 2 CFR Part 376. It shall be Contractor's responsibility to submit verification of such non-exclusion or non-disqualification upon request. See also section 8.0 herein.

6. Licensure.
Where the State or local public jurisdictions require licensure for the provision of social services provided hereunder, the Contractor shall be licensed and shall meet all requirements of licensure. Contractor shall provide DRCOG notice of any action to revoke or suspend any such licenses as well as any actual suspension or revocation of any licenses within 48 hours of Contractor receiving notice.

7. Contractor Training.
Contractor shall complete mandatory training through DRCOG at least biannually (or more often if deemed appropriate by DRCOG) regarding contract management of this Contract.

8. Monitoring and Reporting Program Performance.
The activities of Contractor in providing the services set forth under this Contract shall be monitored by DRCOG in accordance with the applicable provisions of 45 CFR Part 74 and 45 CFR Part 92, other applicable Federal regulations, and this Contract. DRCOG will monitor all activities of Contractor supported by this Contract to assure that the services being performed are consistent with the Contract and applicable Federal and State regulations. Contractor acknowledges that disclosure of protected health information to DRCOG is permitted pursuant to Federal law.

9. Performance Management.
Contractor shall meet or exceed applicable Performance Measures and Contract Performance Measures as outlined in the State Contract with DRCOG. Contractor acknowledges that such performance measures shall evolve to meet the objective of measuring key performance outcome indicators for the work of the Contractor. DRCOG may, at its discretion, require periodic progress reports from the Contractor describing the current status of the service program or project. Notwithstanding, Contract shall promptly notify DRCOG of any issues or concerns that may materially impact contract performance.

10. Monthly Data Entry.
The Federal Administration on Community Living requires certain Older Americans Act data to be reported in the Older Americans Act Performance System (OAAPS). To assist in the data collection for NAPIS, the State requires all Contractors to report services provided in the State software system as designated and assigned by the State. The State software system is currently the State Unit Data System, also referred to as SUDS. System training is available each year and is mandatory for all of Contractor's staff who have been granted access to the State's software system. Contractor shall enter the previous month's service data into the State software system **no later than the fifteenth of the following month**. If the fifteenth of the month falls on a holiday or weekend, then entering of all data shall be due the business day

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prior to the fifteenth. Contractor may not seek reimbursement for services that have not been adequately entered into the State system unless otherwise approved in writing by DRCOG. Failure to enter the State software system data correctly and timely is a violation of this Contract and DRCOG may exercise any remedies available under the Contract or at law, including withholding payments.

11. Cost Analysis/Grant Close-out Report.
Contractor shall prepare and submit to DRCOG by no later than July 31 of the State fiscal year then ended, a cost analysis report in a form approved by DRCOG, comparing actual costs incurred to reimbursements received from DRCOG. In addition, Contractor must maintain adequate supporting documentation of costs reimbursed and submit such backup information with the cost analysis report. If requested by DRCOG at any other time during the contract term, and/or if additional documentation is required, Contractor shall comply with such request.

12. Services Performance Report and Reimbursement Requests.
Contractor shall submit a monthly service performance report and reimbursement request in a form prescribed by DRCOG. Such report and request shall be filed on or before the fifteenth day of the month following the month in which services are provided, throughout the term of the Contract. If the fifteenth of the month falls on a holiday or weekend, then submissions shall be due the business day prior to the fifteenth. Failure to submit the monthly report and reimbursement request by the prescribed due date may delay processing of payments until the next calendar month or in the case of the final months' reports due on July 15 may result in denied payment by DRCOG. Contractor is responsible for the timely filing, completeness and accuracy of all service performance reports and reimbursement requests. All reports are subject to verification by DRCOG.

Contractor may not receive reimbursement for more than the actual costs incurred for the contracted service. The monthly reimbursement request must reflect actual costs incurred that can be adequately supported with documentation and that are within the calculated limit of grant funds available for drawing down that month. Costs must abide by the service budget approved by DRCOG and, notwithstanding, must be both reasonable and allowable. DRCOG agrees to reimburse Contractor via Electronic Funds Transfer (EFT) (Attachment A) into the bank account designated by Contractor upon approval of reimbursement request during regularly scheduled payment cycles.

13. Waiting Lists.
Waiting lists shall be established by the Contractor when services are available but cannot be provided to all eligible consumers requesting services. In such circumstances, Contractor shall place eligible consumers on a waiting list. Waiting list procedures must be consistent for and equitable to all eligible consumers. Contractor shall give priority to Older Americans Act targeted populations and to persons in emergency situations where the health, safety, and welfare of the applicant is in jeopardy. Additionally, due consideration shall be given to the individual's time kept on a wait list. Persons shall be removed from the waiting list in accordance with SUA Policy and Procedure Manual, Subsection 205c. Contractor shall develop a waiting list procedure in compliance with the policies set forth in Subsections 205b and 205c of the SUA Policy and Procedure Manual, as amended from time to time and, regardless of whether or not there are consumers waiting for service. Waiting list documentation may be kept in hard copy or electronically but must be printable and made available for review upon request by DRCOG or the SUA. Contractor shall retain waiting list documentation and shall not destroy any such records until notified by DRCOG.

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14. Consumer Complaint/Appeal Process.
The Contractor shall develop a procedure for service recipients to use in the event that they wish to file a complaint. In addition to receiving such procedures, all consumers must be informed of their rights in the complaint and appeal process. Procedures must be in compliance with SUA Policy and Procedure Subsection 501 and as directed by DRCOG. Complaint/appeals documentation may be kept in hard copy or electronically but must be printable. Contractor shall retain complaint/appeal documentation and shall retain records in accordance with Section 21 herein.

15. Evaluation.
Contractor shall implement a quality improvement process, which includes, at a minimum, monitoring of service quality and consumer satisfaction. Methods of receiving consumer input on the quality of services shall be established, documented and utilized by the Contractor on a regular basis throughout the term of this Contract. Examples include site councils, projects councils, consumer forums, consumer satisfaction surveys, telephone interviewed, and visits. Contractor shall, upon DRCOG's request provide information evidencing Contractor's compliance with these requirements. In addition, Contractor shall distribute an annual consumer satisfaction survey designed by the State to a minimum of fifty percent (50%) of registered consumers starting in the month of February. Responses from such surveys shall be collected for reporting by the Contractor per instructions from DRCOG.

16. Voluntary Contributions and Non-eligible Recipient Fees.
Contractor shall (1) provide each recipient with an opportunity to voluntarily contribute to the cost of the service; (2) clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary; (3) protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; (4) establish appropriate accounting procedures to safeguard and account for all contributions; (5) use all collected contributions to expand or enhance the service for which the contributions were given; and (6) identify the income as program income and expend it in accordance with Section 26 below. Contractor shall establish minimum standards and procedures for the responsible collection of, handling, and safeguarding of consumer contributions and non-eligible recipient fees in compliance with SUA Policy and Procedure Manual, Subsection 310.

17. On-Site Evaluation.
The Contractor may be subject to an on-site evaluation by DRCOG and/or the State and shall upon such notice, cooperate fully with requirements for the on-site evaluation, as instructed by DRCOG and/or the State.

18. Policy Changes.
From time to time during the term of this Contract, DRCOG and/or the State Unit on Aging may revise or adopt policies and procedures that relate to services provided under this Contract. Upon written notice of such changes to policies or procedures, Contractor shall incorporate them into their practices and comply with the provisions thereof.

19. Eligibility Assessments.
The Contractor shall conduct an assessment of individual eligibility prior to the delivery of any registered services and for specified services, at least annually thereafter as outlined in the SUA Policy and Procedure Manual for such services. The standardized assessment form provided by DRCOG must be utilized and may not be altered, although an addendum to the assessment may be attached to collect additional information for use by the Contractor. Contractor may conduct assessments in an electronic format provided that the form collects the same

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information as required by the DRCOG assessment and has been preapproved in writing by DRCOG. Any addendum to the assessment must also be approved in advance by DRCOG. Eligibility for services provided under this Contract shall be only that the individual receiving service is age 60 or above unless other eligibility requirements exists within Rule Manual Volume 10 or SUA Policy and Procedure for the contracted service. A means test may not be utilized to determine eligibility for OAA/SFSS services.

20. Target Populations.
The Contractor shall assure compliance with federal and state requirements to target the following populations of older adults: (1) greatest social need, (2) greatest economic need, (3) at risk for institutional placement, (4) low-income minority, (5) limited English proficiency, and (6) residing in rural areas. Contractor shall develop and implement a plan that directs outreach and prioritizes services to such targeted populations.

21. Records.
The Contractor agrees to retain all records pertinent to this Contract for a period of three years after final payment hereunder. In the event that activities or costs are questioned by audit, records shall be retained until all questioned items are resolved. Contractor shall maintain confidentiality of information relating to specific consumers by ensuring that such information is gathered only with the informed consent of the consumer, such information is used only for the purposes gathered, adequate security of records is maintained to prevent unauthorized use, access to consumer records and identifiable information is limited only to program staff, and consumer files are kept under lock and key after use. Contractor shall maintain the confidentiality of protected health information as required by law, including the consumer's individually identifiable health information.

22. Accounting Records.
Records which identify adequately the source and application of funds for Contract activities shall be maintained for the period provided in Section 21 above and shall comply with the requirements of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended.

23. Contractor Audits.
The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of Title II Part 200 of the Code of Federal Regulations. The Contractor shall send a copy of the most recent audit to DRCOG for review. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in: Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2 shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

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24. Audits and Inspections.
During the Contract period, the retention period and as long thereafter as the records are maintained, at any time during normal business hours, Contractor shall make available to DRCOG, HHS, the State and the Comptroller General of the United States, or their authorized representatives, any books, documents, papers or other records of the Contractor with respect to all matters covered by this Contract in order to make audit, examination, excerpts, and transcripts. Contractor acknowledges that disclosure of protected health information to DRCOG, HHS, the State and the Comptroller General of the United States and their authorized representatives is permitted pursuant to Federal law. Failure to make records available for inspection within 72 hours of notice shall be deemed a violation of the Contract.

25. Additional Records Required.
Contractors shall develop and maintain the records required by applicable laws and regulations including but not limited to Section 401.7 of the SUA Policy and Procedure Manual and including the following records: personnel records for each employee to include documentation of training, documentation of supervision, and documentation of current licensure if applicable; a Targeting Plan; Emergency Response Plan (if nutrition and/or transportation provider); client confidentiality procedures; procedures for handling and reporting of critical incidents, including accidents, suspicion of abuse, neglect or exploitation, and criminal activity; a log of all complaints and critical incidents; records for each older adult served; and travel documentation policies and procedures. These shall be maintained by the Contractor and made available to DRCOG, SUA and/or their authorized representatives upon request.

26. Income.
Program income, including participant contributions, earned by the Contractor from activities which are supported by this Contract shall be added to funds committed to the project or program and used for allowable costs of services under the Contract to further the objectives of this Contract as provided under 45 CFR 74.24(b)(1). Program income must be fully expended within the reporting month it was received and cannot be carried over for any period of time.

27. Income Accounting Records.
Program income must be accounted for according to the additional costs alternative specified in Section 26 above and pursuant to 45 CFR, Section 74.24.

28. Equal Employment Opportunity.
The Contractor agrees to comply with all applicable Federal laws, regulations, and orders regarding "Equal Employment Opportunity", as from time to time amended, and to execute such provisions as are required under Exhibit "C" attached hereto. **The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable.**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

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29. Handicapped.
The Contractor will not discriminate in employment on the basis of handicap against any qualified handicapped person and agrees to take positive steps to employ and advance in employment qualified handicapped persons and to comply with Department of Human Services Regulations (45 CFR Part 84), as from time to time amended.

30. Identification of Documents.
Contractor shall designate on the front cover or title page of all reports, maps and other documents completed as part of this Contract, other than documents exclusively for internal use by the Contractor, an acknowledgement of the support received under "the Older Americans Act."

31. Publication, Reproduction and Use of Material.
Material produced in whole or in part under this Contract may not be subject to copyright laws.

32. Procurement.
All procurement transactions for supplies, equipment and services shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition as provided under 45 CFR, Part 74, Subpart C, as from time to time amended, and shall comply with the provisions of 45 CFR, Part 74, Subpart C.

33. Work Hours.
The Contractor shall comply with the Contract Work Hours and Safety Standards Act and comply with the Department of Labor Regulations (29 CFR Part 5), as from time to time amended.

34. 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 Contract. No person having any such interest shall be employed or participate in any decision relative to this Contract.

35. Assignability.
The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of DRCOG thereto; provided, however, that claims for money due or to become due to the Contractor from DRCOG under this Contract may be assigned to a bank or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to DRCOG.

36. Influencing Legislation.
To the extent prohibited by Federal or State law, as from time to time amended, no part of this Contract shall be used to pay the salary or expenses of any person or any organization acting for the Contractor to engage in any activity designed to influence legislation or appropriations pending before the Congress, or legislation or appropriations pending before the State General Assembly.

37. Termination for Cause.
If, through any cause, the Contractor shall fail to meet performance measures set forth by the State, fail to fulfill in timely and proper manner with Contractor obligations under this Contract or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, DRCOG shall thereupon have the right to terminate this Contract by giving written notice to the

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Contractor of such termination, the reasons for such termination, and specifying the effective date thereof, at least 5 days before the effective date of such termination, unless a shorter time is set forth herein for any failure to fulfill Contractor's obligations.

38. Termination Due to Loss of Funding.
The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to DRCOG for the purpose of contracting for the services provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by DRCOG. In the event that such funds or any part thereof are not received by DRCOG, DRCOG may immediately terminate this Agreement without liability, including costs for termination.

39. Termination for the Convenience of DRCOG.
DRCOG may terminate this Contract at any time by giving written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. If the Contract is terminated by DRCOG as provided herein, the Contractor shall be entitled to receive compensation for services performed prior to the effective date of such termination, subject to such services being completed to the satisfaction of DRCOG, and except as provided in Section 6.0 of this Contract.

40. Project Material.
In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of DRCOG, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

41. Liability.
Notwithstanding the above, the Contractor shall not be relieved of liability to DRCOG for damages sustained by DRCOG by virtue of any breach of the Contract by the Contractor, and DRCOG may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due DRCOG from the Contractor is determined.

42. Remedies.
Where the Contractor violates or breaches terms of this Contract, DRCOG, at its discretion, shall terminate said Contract subject to the provisions hereinabove stated, and, in addition, may institute such administrative, contractual or legal remedies available to DRCOG as may be appropriate. In addition to the corrective actions set forth below, DRCOG may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold payments pending correction of deficiency by the Contractor.

2. Disallow all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate the Contract, including suspending the Contract and services provided under the Contract pending any audit or other investigation.

4. Withhold further Contracts with Contractor.

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5. Take any other remedies that may be legally available.

43. Corrective Action.
In the event the Contractor fails to expend by December 31 of the current fiscal year of the contract term at least forty percent (40%) of the contracted funds detailed in Section 5.1; fails to expend by March 31 of the current fiscal year of the contract term at least seventy percent (70%) of the contracted funds detailed in Section 5.1; or fails to provide adequate documentation as requested by DRCOG, or in the event DRCOG finds that Contractor is failing to conform to the terms and conditions of this Contract, then DRCOG may, in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require that a corrective action plan be prepared by a date specified by DRCOG and suspend payments under the Contract, such payments to begin only upon production by the Contractor of and compliance with a corrective action plan satisfactory to DRCOG. Further, DRCOG shall have the right, upon issuance of notice to the Contractor and without necessity of an amendment, to retain and reallocate to other contractor's funds remaining under this Contract in the event of any termination or any failure of the Contractor to provide the service units listed in Exhibit A in accordance with this Contract or any corrective action plan. Nothing in this subsection shall require that DRCOG accept a corrective action plan in lieu of exercising its rights to terminate this Contract.

44. Erroneous Payments.
Unless prohibited by Federal or State law or regulation, any costs incurred by the Contractor that are later found to be disallowed or ineligible for payment under this Contract shall be reimbursed by the Contractor to DRCOG or offset against current or future payments due by DRCOG to the Contractor, at DRCOG's election.

45. Provisions of Services: Expenditures of Funds.
DRCOG intends to require that the service units provided by Contractor pursuant to this Contract be provided throughout the entire duration of the fiscal year. As such, Contractor shall expend no more than sixty percent (60%) of the contracted funds detailed in Section 5.1 prior to December 31 of the then current fiscal year and no more than ninety percent (90%) of said funds prior to March 31 of the then current fiscal year without the express prior written consent of DRCOG. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to the guidelines listed above. Contractor understands and agrees that nothing in this section limits DRCOG's authority set forth in Section 6.0 of this Contract, including but not limited to, its authority to require the return of funds previously paid to Contractor for services provided hereunder because of sequestration.

46. Safeguarding Personally Identifiable Information (PII).
If Contractor will or may receive PII under this Contract, the Contractor shall provide for the security of such PII in a manner and form acceptable to DRCOG, including without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i), shall maintain security procedures and practices consistent with C.R.S. § 24-73-101, et seq., and has a statutory duty to notify and cooperate with DRCOG in the event of a security breach that compromises personal information in the most expedient time and without unreasonable delay. For purpose of this Contract, "Personally Identifiable Information" or "PII" means any information maintained about an individual that can be used to

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distinguish or trace an individual‘s identity, such as name, social security number, date and place of birth, mother‘s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. § 24-72-501.

47. Litigation Reporting.
If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Contract or may affect Contractor’s ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify DRCOG of such action and deliver copies of such pleading or document to DRCOG.

48. Compliance with Laws.
In addition to the “Administrative Requirements” set forth in Section 3.0 herein, the Contractor and its agent(s) shall at all times during the term of this contract, be bound by and strictly adhere to the following Federal and State laws, rules, regulations and the State Unit on Aging (SUA) Policies and Procedures as they currently exist and may hereafter be amended, which documents are incorporated herein by this reference:

A. Federal Older Americans Act;
B. Code of Federal Regulation (CFR), Title 45 Public Welfare;
C. Older Coloradans Act, C.R.S. 26-11-100.1 et seq.;
D. C.R.S. Title 25 Health and 26 Human Services Code;
E. Colorado Long-Term Care Ombudsman Act, C.R.S. 26-11.5 et seq.;
F. Colorado Department of Human Services Staff Manual Volume 10;
G. Administration on Aging Fiscal Guide, Older Americans Act, Titles III and VII;
H. Colorado Retail Food Establishment Rules and Regulations;
I. Dietary Guidelines for Americans;
J. Dietary Reference Intakes (DRIs);
K. SUA Policy and Procedures Manual;
L. SUA Policy Directives;
M. Code of Federal Regulation (CFR) Title 48 Section 3.908 Whistleblower Protection;
N. Title II Part 200 of the Code of Federal Regulations; and
O. CAPS Fees C.R.S. 24-75-402; CAPS Statute C.R.S. 26-3.1-111; CAPS Implementation Regulation 12 CCR 2518-1, Volume 30.960
P. DRCOG AAA Contract Management Manual

49. Independent Contractor.
Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of DRCOG. Contractor shall not have authorization, express or implied, to bind DRCOG to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through DRCOG and DRCOG shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by DRCOG, and (iii) be solely responsible for its acts and those of its employees and agents.**

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50. No Third-Party Beneficiaries.
It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to DRCOG and Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other third party on such Contract.

51. Choice of Law, Venue, Jurisdiction.
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

THIS CONCLUDES the provisions of these supplementary terms and conditions.

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Exhibit C: ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to Regulations of the Department of Health and Human Services (HHS) (45 CFR Part 80) issued pursuant to that title, and to comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and all requirements imposed by or pursuant to the Regulations of the HHS (45 CFR Part 84) issued pursuant to the Act, all as from time to time amended, to the end that, in accordance with Title VI, the Act and Regulations, no person in the United States shall, on the grounds of race, color, national origin, or non-qualified handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from DRCOG, a recipient of Federal financial assistance from HHS; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by DRCOG, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by DRCOG.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Contractor by DRCOG, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that DRCOG or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.

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Exhibit D: INDEMNIFICATION & INSURANCE

Section 1. Indemnification.
To the extent allowable by law, the Contractor agrees to indemnify and hold harmless the State of Colorado, DRCOG, their officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor or subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor or subcontractor of the Contractor, or which arise out of any workers' compensation claim of any employee of the Contractor or of any employee of any subcontractor or subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq*. or the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq*. as applicable, as now or hereafter amended. The Contractor, by execution of this Contract containing this indemnification clause, is relying upon and does not waive the operation of any law concerning the Contractor's ability to indemnify.

Section 2. Insurance.

2.1 Procure and Maintain
The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D. Such insurance shall be in addition to any other insurance requirements imposed by this agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 of this Exhibit D by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

2.2 Coverage Amounts
(a) Contractor shall procure and maintain and shall cause each subcontractor hired to perform services under this Agreement pursuant to its' obligations herein to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to DRCOG.

(b) All coverages shall be continuously maintained through the term of this contract to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D.

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(c) In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage for a period of three years beyond the expiration of the contract. Evidence of qualified self-insured status may be substituted for the insurance requirements listed below.

(1) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this agreement, and Employers' Liability insurance with minimum limits of ONE HUNDRED THOUSAND DOLLARS ($100,000) each accident, FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease policy limit, and ONE HUNDRED THOUSAND DOLLARS ($100,000) disease - each employee. Provide a waiver of subrogation in favor of DRCOG.

(2) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence; ONE MILLION DOLLARS ($1,000,000) aggregate; ONE MILLION DOLLARS ($1,000,000) products and completed operations aggregate; and FIFTY THOUSAND DOLLARS ($50,000) any one fire. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal and advertising injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services.

(4) Security & Privacy Liability or Cyber Risk insurance to cover loss of protected information, including without limitation Protected Health Information ("PHI") and Personally Identifiable Information ("PII") data and claims based upon alleged violations of privacy rights through improper use or disclosure of protected information with minimum annual limits as follows:

- Contractors with 10 or less clients **or** revenues of $250,000 or less shall maintain limits on Privacy Liability Insurance of not less than $50,000.
- Contractors with 25 or less clients **or** revenues of $500,000 or less shall maintain limits on Privacy Liability Insurance of not less than $100,000.
- Contractors with more than 25 clients **or** revenues of more than $500,000 shall maintain limits on Privacy Liability Insurance of not less than $1,000,000 each occurrence and $2,000,000 general aggregate.

(5) Professional Liability insurance in the amount of ONE MILLION DOLLARS ($1,000,000) each claim in the aggregate for coverage to defend against allegations as well as damages resulting from failure to perform on the part of, financial loss caused by, and error or omission in the service or product of the policy holder.

2.3 Additional Insured

Every policy required above shall be primary insurance, and any insurance carried by DRCOG, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph (1) above shall contain any exclusion for bodily injury or property damage arising from completed

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operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

2.4 Certificates of Insurance

A certificate of insurance evidencing coverage and naming DRCOG, its officers, its employees and the State of Colorado as additional insureds on all general liability policies and shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by DRCOG prior to commencement of the agreement. In the case of qualified self-insurance status, DRCOG may require satisfactory evidence of sufficient funding for such purposes. The certificate shall identify this Contract and shall provide that coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to DRCOG. The completed certificate and/or evidence of qualified self-insured status must be sent with the signed Contract to:

Denver Regional Council of Governments
Attention: Contracts
1001 17th Street, Suite 700
Denver, Colorado 80202

2.5 Coverage Requirements

(a) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this agreement upon which DRCOG may immediately terminate this agreement, or at its discretion, DRCOG may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by DRCOG shall be repaid by Contractor to DRCOG upon demand, or DRCOG may offset the cost of the premiums against any monies due to Contractor from DRCOG.

(b) DRCOG reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(c) The parties hereto understand and agree that DRCOG is relying on and does not waive or intend to waive by any provision of this agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et. seq., C.R.S., as from time to time amended, or otherwise available to DRCOG, its officers, or its employees.

(d) Notwithstanding the above provisions, the Contractor, if a governmental entity, may elect to self-insure for any of the coverage areas required by subsections (b)(1) – (b)(3) of this Section 2. In such case, the Contractor shall maintain a claims fund that is available solely to pay claims against the Contractor that are proven or otherwise settled by the Contractor in its sole discretion. Such claims fund is intended for and available for only those purposes and is not available or allocated to fund a commitment or obligation, if any, or to defend or indemnify any party. Payments out of such funds may require approval by the Contractor's governing body. It is understood and agreed that a commitment by the Contractor to self-insure by the creation of said claims fund does not commit the Contractor to otherwise appropriate funds to fund self-insurance for this Contract or for any other commitment of the Contractor, and it is further understood and agreed that the Contractor has not appropriated funds for such purpose. In case of such election to self-insure, the Contractor shall itself provide DRCOG with written confirmation of the Contractor's self-insured status and the existence of said claims fund.

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Exhibit E: APPROVED SUBCONTRACTORS

Subcontractor(s) will be incorporated into this contract only by written approval from DRCOG. Upon DRCOG approval and contract execution by both parties, approved Subcontractors (listed below, if applicable) shall be made part of this Contract and legally bound to all applicable provisions herein.

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Exhibit F: FIXED ASSETS

Note: This Exhibit F is applicable only to contracts that include funding of a fixed asset acquisition approved by DRCOG.

1.0 FIXED ASSETS

DRCOG hereby approves the acquisition of the fixed assets described in Contractor's Proposal, which is herein incorporated by reference and made a part of this Contract. Fixed assets may include (1) real property (land, buildings, and building improvements); (2) leasehold improvements (remodeling or redecorating of rented or leased spaces); and (3) tangible personal property (office furniture, kitchen equipment and vehicles) with a useful life of more than one year and an acquisition cost greater than $5,000 per unit.

1.1 Real Property.

Title to any real property shall vest in Contractor subject to the condition that the Contractor shall use the real property for the authorized purpose of the project as long as it is needed and shall not encumber the property without approval of DRCOG.

1.2 Equipment.

Title to equipment shall vest in Contractor subject to the following conditions:

1. Contractor shall not use equipment acquired hereunder to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services. All user charges shall be treated as program income.

2. Contractor shall use the equipment in the project as long as needed, whether or not the project continues to be supported by Federal or State funds, and shall not encumber the equipment without the approval of DRCOG. When no longer needed for the original project, the Contractor shall use the equipment in compliance with applicable Federal and State regulations.

3. Contractor shall make the equipment available for use on other projects or programs if such other use will not interfere with the work on the program for which the equipment was originally acquired. First preference for such other use shall be given to other programs, projects, or activities sponsored by DRCOG. Use by others shall be in preference order consistent with applicable Federal and State regulations.

4. When acquiring replacement equipment, Contractor may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment, subject to the approval of DRCOG.

5. Contractor shall maintain accurate equipment records and shall take a physical inventory of equipment and reconcile the results with the equipment records annually. Any discrepancies between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the differences. Contractor shall annually verify the existence, current utilization, and continued need for the equipment. Contractor shall submit to DRCOG annually a property inventory report for all fixed assets acquired under this Contract in the form attached hereto or other report template as approved by DRCOG.

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6. Contractor shall maintain a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Contractor shall implement adequate maintenance procedures to keep the equipment in good condition. In the event the Contractor no longer needs the equipment, Contractor shall contact DRCOG for instructions. In such event, DRCOG reserves the right to order the transfer of title of the equipment to the Federal Government or to a third party named by DRCOG when such third party is otherwise eligible.

1.3 Supplies.
Title to supplies shall vest in the Contractor upon acquisition. Contractor shall not use supplies acquired under this Contract to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services, unless authorized by DRCOG. User charges shall be treated as program income.

2.0 ACQUISITION OF FIXED ASSETS

2.1 Acquire of Asset.
Contractor shall acquire the fixed assets as set forth in its Proposal in compliance with all applicable procurement standards set forth in either State or Federal regulations. Contractor is the responsible authority, without recourse to DRCOG, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this Contract.

2.2 Written Standards
Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of Contractor shall participate in the selection, award, or administration of a contract supported by this Contract if a real or apparent conflict of interest would be involved. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub agreements.

2.3 Procurement
All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Contractor, price, quality and other factors considered.

Contractor shall establish written procurement procedures in compliance with 45 CFR § 74.44.

3.0 ADMINISTRATIVE REQUIREMENTS

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of Rule Manual Volume 10, SUA Policy and Procedure Manual Subsection 313, 45 CFR Part 74 and 45 CFR Part 92, as applicable, regarding acquisition, use and disposition of fixed assets.

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4.0 INSURANCE

In addition to Contractor's obligations to maintain insurance as set forth in the Contract, Contractor shall maintain, at a minimum, insurance coverage adequate to cover the replacement value of all fixed assets.

5.0 USE OF FIXED ASSETS

Fixed assets shall be used for the purposes set forth in this Contract and the Contractor's proposal. Fixed assets may be used on a part-time basis for non-contract purposes as follows:

1. By nonprofit agencies, provided that: (1) a minimum usage fee is charged in accordance with Program Income requirements pursuant to Rule Manual Volume 10; and (2) the part-time usage does not conflict with the use of the equipment for the purposes of the Contract.

2. By profit-making organizations, provided that: (1) a usage fee equal to or greater than the prescribed minimum is charged; (2) usage does not conflict with the use of the equipment for purposes of the Contract; and (3) prior approval has been obtained from DRCOG.

6.0 DISPOSITION OF FIXED ASSETS

6.1 Real Property.
In the event that the Contractor determines that real property acquired under this Contract is no longer needed for the purpose of the original project, Contractor shall obtain written approval from DRCOG for the use of the real property in other Federally sponsored projects. Use in other projects shall be limited to those Federally sponsored projects or programs that have purposes consistent with those authorized for support by DRCOG. If the real property is no longer needed for a Federally sponsored project, then Contractor shall request disposition instructions from DRCOG or its successor.

6.2 Equipment.
In the event Contractor determines that equipment acquired under this Contract is no longer needed for the purpose of the project, Contractor may use the equipment for other activities as follows: for equipment with a current per unit fair market value of $5,000 or more, the Contractor may retain the equipment for other uses provided that compensation is made to DRCOG. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the equipment. If the recipient has no need for the equipment, the recipient shall request disposition instructions from DRCOG.

6.3 Supplies.
If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the project and the supplies are not needed for any other Federally sponsored program, the Contractor shall retain the supplies for use on non-Federally sponsored activities or sell them, but shall, in either case, compensate DRCOG for its share. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the supplies.

6.4 Disposition.
These provisions regarding disposition of fixed assets shall survive termination of the Contract.

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7.0 HHS GRANT

It is agreed by the above parties that should the Department of Health and Human Services ("HHS") or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto.

8.0 CHANGES

Any changes, including any increase in the amount of this Contract, which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in written amendments to this Contract.

9.0 TERMS AND CONDITIONS

The parties agree that this Contract is also subject to the provisions set forth in the Contract between DRCOG and Contractor. If Contractor does not comply with the requirements set forth herein or in the Contract, Contractor agrees to return the value of the fixed assets to DRCOG.

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PROPERTY INVENTORY FORM

DENVER REGIONAL COUNCIL OF GOVERNMENT, AREA AGENCY ON AGING

Inventory Tag Number: _____ Date of physical inventory: _____

Description:
_____
_____
_____
_____

Manufacturer's serial number, model number, or other identification number:
_____

Source of equipment (include award number):
_____
_____

Title in (check one): □ Contractor □ DRCOG

□ Federal Government □ State

Acquisition Date: _____ Acquisition Cost: _____

Percentage of DRCOG share in cost of equipment (attach documentation to calculate percentage): _____

Location of equipment:
_____
_____
_____

Condition of equipment: _____

Unit acquisition cost: _____

Ultimate disposition data:
_____
_____
_____

Signature:_____ Date:_____

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Exhibit G: HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract between the Denver Regional Council of Governments ("DRCOG"), Area Agency on Aging, and "Contractor". For purposes of this Addendum, DRCOG, Area Agency on Aging, is referred to as "AAA" and the Contractor is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. AAA entered into a HIPAA Business Associate Addendum ("State Addendum") with the Department of Human Services, Division of Aging and Adult Services ("Covered Entity" or "CE") as required by the HIPAA Regulations, the Privacy Rule (defined below), which requires the CE, prior to disclosing protected health information to AAA, to enter into a contract containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Addendum.

B. Associate, as a sub-grantee of AAA, has access to certain information, some of which may constitute Protected Health Information ("PHI") (defined below).

C. As a subgrantee with access to PHI, Associate is a Business Associate and subject to obligations with respect to PHI under HIPAA in the same manner as the State Addendum.

D. AAA and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, as amended.

The parties agree as follows:

1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 CFR Parts 160 and 164, as amended ("Privacy Rule"). In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

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c. "Protected Information" shall mean PHI provided by CE or AAA to Associate or created or received by Associate on CE's or AAA's behalf.

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE or AAA, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE or AAA, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 CFR Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to immediately notify Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards consistent with applicable law as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall maintain a comprehensive written information privacy and security program consistent with applicable law that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to AAA in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE and AAA as third party beneficiaries with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to

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AAA by the deadline specified in a written request by AAA so that AAA may comply with any request(s) by CE to AAA for inspection and copying of records to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524.

g. Amendment of PHI. By the deadline specified in a written request from AAA for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to AAA to provide to CE so that CE may fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify AAA in writing within two (2) days of receipt of the request.

h. Accounting Rights. By the deadline specified in written notice by AAA of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to AAA the information required to provide an accounting of disclosures so that AAA many forward such accounting disclosures on to CE so that CE may fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528. As set forth in, and as limited by, 45 CFR Section 164.528, Associate shall not provide an accounting to AAA of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 CFR Section 164.502; (iii) pursuant to an authorization as provided in 45 CFR Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (v) for national security or intelligence purposes as set forth in 45 CFR Section 164.512(k)(2); or (vi) to correctional institutions or law enforcement officials as set forth in 45 CFR Section 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) days of the receipt of the request forward it to AAA in writing, which will forward such request to CE. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to AAA a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary. AAA shall subsequently provide such information to CE.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary, to the extent practicable, to accomplish the purpose of the request, use or disclosure, in accordance

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with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 CFR Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Notwithstanding Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years after termination of the Contract.

m. Associate's Insurance. Associate shall maintain casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify AAA within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, Associate and its agents or subcontractors shall allow CE or AAA to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to AAA pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by AAA, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of

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an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of AAA.

a. Safeguards During Transmission. AAA shall be responsible for using appropriate safeguards consistent with applicable law to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. AAA shall provide Associate with a copy of any notices of changes that it receives from the State pursuant to the State Addendum, including the following: 1) notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate's use or disclosure of Protected Information; 2) any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted or required uses or disclosures; and 3) to the extent that it may affect Associate's permitted use or disclosure of PHI, any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 CFR Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's web site. Associate shall monitor CE's designated web site for notice of changes to CE's HIPAA privacy policies and practices.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by AAA, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by AAA pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, AAA may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, AAA may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from AAA, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which AAA has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by AAA shall be at the Contract price. In the event of a material breach under paragraph 4a, AAA may withhold amounts due Associate as AAA deems necessary to protect AAA against loss from third party claims of improper use or disclosure and to reimburse AAA for the excess costs incurred in procuring similar goods and services elsewhere.

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(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If AAA knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then AAA shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, AAA shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, AAA shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to AAA that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide AAA notice of the conditions making return or destruction infeasible. Upon mutual agreement of AAA and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief.

AAA shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law. Associate acknowledges and agrees that in the event of such impermissible use or disclosure of Protected Information, AAA may seek injunctive relief if: (1) AAA will suffer real, immediate, and irreparable injury which will be prevented by injunctive relief; (2) that AAA has no plain, speedy, and adequate remedy at law; (3) that the granting of a preliminary injunction will promote the public interest in privacy rather than disserve the public interest; (4) that the balance of equities always favors the injunction in such cases; (5) that the injunction will preserve the status quo pending a trial on the merits; and (6) that AAA shall not be required to demonstrate a reasonable probability of success on the merits in order to obtain injunctive relief.

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6. No Waiver of Immunity.
No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now in effect or hereafter amended.

7. Limitation of Liability.
Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer.
AAA makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification.
To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

a. Amendment to Comply with Law.
The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. This Addendum may be amended upon written notice by AAA to Associate, provided that such amendment is necessary to assure ongoing compliance with the State Addendum, HIPAA, the Privacy Rule and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE and AAA must receive satisfactory written assurance from Contractor that Contractor will adequately safeguard all Protected Information. Upon the request of any party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. AAA may terminate this Contract upon thirty (30) days written notice in the event (i) Contractor does not promptly enter into negotiations to amend this Contract when requested by CE or AAA pursuant to this Section or (ii) Contractor does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE or AAA, in their discretion, deem sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A.
Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

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11. Assistance in Litigation or Administrative Proceedings.
Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE or AAA, at no cost to CE or AAA, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against AAA, its directors, officers or employees based upon a claimed violation by associate, its subcontractors, employees or agent of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI covered by this Addendum, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third-Party Beneficiaries.
The Department of Human Services, Division of Aging and Adult Services, is a Third-Party Beneficiary to this Agreement with rights of enforcement and indemnification in the event of any violation of the Contract. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than The Department of Human Services, Division of Aging and Adult Services, CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence.
The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms.
Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate.

15. Representatives and Notice.

a. Representatives.
For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices.
All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.
AAA Representative:

Name:	Tim Feld
Title:	HIPAA Compliance Coordinator
Address:	1001 17th Street, Suite 700 Denver, CO 80202

Contractor/Business Associate Representative:

Name: _____

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Title: _____

Department/Division: _____

Address: _____

_____

ATTACHMENT to Exhibit G

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract between DRCOG and Contractor and is effective upon contract execution. This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows:
None except as otherwise directed in writing by DRCOG

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows:
None except as otherwise directed in writing by DRCOG

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract:
None except as otherwise directed in writing by DRCOG

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt: Upon the effective date of the contract

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information:
As may be directed in writing by DRCOG or the State

6. Additional Terms. [This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]
None

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Exhibit H: E-VERIFY FEDERAL CONTRACTOR RULE EMPLOYMENT ELIGIBILITY VERIFICATION

(a) Definitions. As used in this clause—

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is—
   i. A commercial item (as defined in paragraph (1) of the definition at 2.101);
   ii. Sold in substantial quantities in the commercial marketplace; and
   iii. Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and
(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—
   i. Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
   ii. Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
   iii. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

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(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

i. All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled in less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

i. Enrollment in the E-Verify program; or

ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

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(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
(2) Has a value of more than $3,000; and
(3) Includes work performed in the United States.

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ATTACHMENT A

DENVER REGIONAL COUNCIL OF GOVERNMENTS

ACH Payment Request Form

***Email request to: Accountspayable@drcog.org**

Section 1 Your Company Information:

Company Name: _____ FED ID: _____

Requested by: _____ Telephone Number: _____

Email address(s) (this is for payment notifications): _____

_____

Section 2 Bank Information*:

Name of Financial Institution: _____

Routing Number: _____

Account Number: _____

ACH Information: By submitting this form, you authorize DRCOG to initiate ACH transactions to the account noted above.

***Please include a voided check or official bank letter with this form.**

For Internal Use Only

Input in GP: _____ _____

Prenote completed: _____ Verified by: _____

EXHIBIT 3 - Authorization for Release of Information to DOUGLAS COUNTY

EXHIBIT 3

Authorization for Release of Information to DOUGLAS COUNTY

Applicant Name (printed): _____

In an effort to better serve applicants requesting our services, we are requesting your consent to disclose certain information you provide to us, which may include personally identifying information or protected health information. Your consent to the disclosure and use of any such protected information is voluntary, and you are not required to consent to the use or disclosure of such information. If you choose not to consent to the disclosure and use of your information, you may still be eligible for certain services but Douglas County may not be able to provide grant funds to assist you in paying for those services.

What Disclosure You Are Authorizing

Federal and/or state law may prohibit the disclosure of protected information you have provided absent express written consent. By signing this Authorization for Release of Information, you are providing express written consent to the disclosure of your information as described in this form.

By signing this form, you consent to the disclosure of your information to Douglas County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting activity to funding agencies. You agree to the release of information such as name; date of birth; partial social security number; address and contact information; gender; income; prescription history; and the fact of certain medical and/or mental health conditions. We DO NOT track or disclose information regarding your HIV or STD status or patient records regarding substance use.

Important Information About Your Consent

Please be aware that the information disclosed based on this authorization may be redisclosed by a recipient and no longer protected by federal or state privacy laws. Not all persons or entities are required to comply with these laws. By signing this form, you release Douglas County from any, and all, liability arising out of or related to the disclosure of information permitted in this form.

Termination of Consent

This consent may be terminated at any time by providing written notice to ***[insert agency name]*** by email at ***[insert agency email address]*** or by delivering a written termination of consent to ***[insert agency address]***. This consent will automatically expire 90 days after assistance or services cease if consent was not previously terminated. Upon receipt of a written termination or expiration of this consent, information may continue to be used and disclosed only to the extent required for reporting purposes for any previously administered services for up to _____ days.

Acknowledgment: By signing this form, I acknowledge that I have read this form and voluntarily agree to its terms.

Printed Name: _____

Signature: _____ Date: _____

Name of agency collecting this Authorization:

_____

EXHIBIT 4 – DOUGLAS COUNTY Community Services System of Care
User Confidentiality Agreement

EXHIBIT 4

DOUGLAS COUNTY COMMUNITY SERVICES SYSTEM OF CARE

User Confidentiality Agreement

In an effort to hold a high standard of data stewardship, I, the undersigned user of the Douglas County Community Services System of Care Data System, herein referred to as "the System," acknowledge that I have been informed and am aware of the confidential nature of the information provided and accessible to me through my use of the System.

I am advised and aware that:

1. Any information received directly from a resident, though a reports and/or stored record shall be confidential.
2. Information may only be shared with an agency, organization or individual for whom consent has been obtained through a signed Authorization for Release of Information by the resident.
3. Nothing in this agreement shall prevent me from commenting publicly about general trends, concerns or aggregate de-identifiable data.
4. Exceptions to this confidentiality agreement will be made as required by state law as it pertains to the mandatory reporting of abuse and neglect of children and at-risk adults.
5. Douglas County will not indemnify me, defend me, or contribute financially to my defense should civil or criminal claims be made against me if I choose to speak publicly concerning information obtained through the System.
6. Any breach of this agreement, including the unauthorized release of confidential information, may be punishable by law, subject me to discipline by my employer and/or result in my removal from future participation in the System.

Printed Name _____ Date _____

Signature _____

_____

Agency

SAMPLE

EXHIBIT 5 – DOUGLAS COUNTY Community Services Partners
Data Security Procedures

EXHIBIT 5

Data Security Procedures

Security Best Practices

The Douglas County Cyber Security Team advises all users of the System to practice the following procedures to the best of their organization's ability.

Personal

- Only authorized users will be permitted access to the Douglas County Community Services System (System).
- All authorized users will be required to sign a confidentiality agreement.
- No data accessed from the System will be shared with non-authorized personnel, including physical copies.
- Keep aware of new cyber security threats and devise education and training to defend against them.
- Be wary and report any attempts to gather data by non-authorized parties, either through social engineering, phishing emails, or other means, to Community Services program staff contact.
- Report any additional incidents to Douglas County program staff.

Technical

- Computers and other devices used to access the System at the agency or by the agency authorized users will have anti-virus and/or advanced malware detection which is run at regular intervals.
- Keep all systems up-to-date with current software patching (Windows Updates, application patches, appliance firmware, drivers, etc).
- Do not save any sensitive, private, or personal data locally outside of the application.
- Control physical access to computers that have authorized access to the System.
- Never share a password with any person or save a password locally; and if a password needs reset, the user will contact the designated Douglas County employee for assistance.

Roles and Access

Each organization should create an internal policy that defines what personnel roles will have access to the System, who participates in those roles and periodically audit these roles.

Incident Reporting

In the event of an incident, all relevant information must be relayed as early as possible to the Douglas County Department of Community Development. Douglas County has an obligation to report data breaches within a statutory deadline.

The following are examples (but not an exhaustive list) of incidents:

- Unauthorized user accesses the system
- Computer that accesses constituent data is compromised by ransomware or virus
- Repeated phishing attempts at authorized personnel
- Social engineering or impersonation attempt to gain access to the system
- Unknown external media (usb, etc) is used on computers that accesses the System
- Computer previously used to access the system is removed through theft or unknown loss
- Unknown performance problems on any computer used to access the System

Partners should feel confident to contact CRSgrants@douglasco.gov to leverage Douglas County cyber security professional expertise in the identification of potential incidents are other educational correspondence.

SUB GRANTEE AGREEMENT
CRSAC ASSISTED TRANSPORTATION SERVICES

Project Title CRSAC Assisted Transportation Services	**Agreement Number** CRSACTRANS2627
Grantee Castle Rock Senior Activity Center (CRSAC)	**Agreement Performance Beginning Date** July 1, 2026
Grantee Unique Entity ID: N3TLGNKFSLR1	**Agreement Performance Expiration Date** June 30, 2027
Grant Maximum Amount: $209,124.00	**CFDA Number:** 93.044

Agreement Purpose
The purpose of this agreement is to improve assisted transportation options for vulnerable seniors age 60 and older in all parts of Douglas County.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:

1. Exhibit 1, Scope of Work and Conditions
2. Exhibit 2, DRCOG Contract EX26040
3. Exhibit 3, Release of Information
4. Exhibit 4, Generic Confidentiality Agreement
5. Exhibit 5, Data Security Procedures

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. The provisions of the other sections of the main body of this Agreement
2. Exhibit 2, DRCOG Contract EX
3. Exhibit 1, Scope of Work and Conditions
4. Executed Option Letters (if any)

Principal Representatives:
For Douglas County:

Kim Smith
100 Third St.
Castle Rock, CO 80104
CRSgrants@douglasco.gov

For Grantee:
Debbi Haynie
2323 Woodlands Blvd.
Castle Rock, CO 80104

THIS SUB GRANTEE AGREEMENT ("Agreement") is made and entered into this ____day of _____, 2026, by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** ("County") and **CASTLE ROCK SENIOR ACTIVITY CENTER (CRSAC)**, a corporation authorized to do business in Colorado ("Sub Grantee"), each acting by and through its duly authorized officers. The County and the Sub Grantee hereinafter collectively referred to as the "Parties" and individually to as a "Party."

WHEREAS:

1. The County, acting in its role as grantee for funding under Title III of the Older Americans' Act (OAA), the State of Colorado Funding for Senior Services (SFSS), grant awarded by the Denver Regional Council of Governments (DRCOG), is able to receive and dispense federal and state funds upon reimbursement from DRCOG.
2. Consistent with DRCOG procedural requirements, the County submitted an application for local older adult services funding assistance.
3. The County and DRCOG entered into contract EX26040. Douglas County received a total grant award of $798,151.00 ($705,222.00 in OAA, SFSS, and/or ARPA grant funds and $92,929.00 in match funds) for assisted transportation, chore, homemaker and personal care services for older adults and will use a maximum amount of **$209,124.00** on behalf of the sub grantee. This Agreement is intended to memorialize the terms under which the Sub Grantee is to receive the DRCOG grant funds.

NOW, THEREFORE, the County and the Sub Grantee agree as follows:

I. SCOPE OF WORK; APPROVED BUDGET; AND PROVISIONS

1.01 Scope of Work. The Sub Grantee agrees to perform and complete the Scope of Work and Conditions specified in **Exhibit 1** ("Scope of Work"), attached hereto and incorporated herein, in accordance with the terms and conditions of this Agreement and in accordance with all the terms and conditions contained in **Exhibit 2** (Contract EX26040 ("DRCOG Contract")), attached hereto and incorporated herein. Such terms and conditions include, but are not limited to, all supplemental terms and conditions set forth in Exhibit B to the DRCOG Contract, which are incorporated herein. In the event any provisions contained in this Agreement and/or the Scope of Work conflict with the terms of the DRCOG Contract, the DRCOG Contract shall be controlling. The Scope of Work describes the activities to be completed by the Sub Grantee and includes milestones and completion dates. All Scope of Work activities must be consistent with the approved Scope of Work, including the budget. Any proposed change in the Scope of Work must be submitted to the County's Project Manager for written approval. A change in the Scope of Work is not effective until the Sub Grantee receives written approval from the County.

1.02 Approved Budget. The Sub Grantee agrees to complete the Scope of Work in accordance with the approved budget set forth in **Exhibit 1**.

1.03 Provisions. The Sub Grantee agrees to comply with all provisions in this Agreement including all exhibits.

II. AUTHORIZED USE OF GRANT FUNDS; ELIGIBILITY OF COSTS

2.01 Authorized Use of Grant Funds. The Sub Grantee is only authorized to use the grant funds awarded under this Agreement for cost directly incurred for the Scope of Work activities during the Project Activity Period as specified in **Exhibit 1**. The Sub Grantee shall administer services funded through this Agreement in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised Statutes; 12 CCR 2510-1, Older Americans Act (OAA) Programs (Rule Manual Volume 10); Colorado Department of Human Services, Division of Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as may be amended from time to time. Sub Grantee is subject to all provisions of DRCOG's contract with CDHS.

2.02 Eligibility of Costs. All expenses are subject to DRCOG regulations including, but not limited to:

- All applicable provisions of 2 CFR part 200, 2 CFR part 300 and 45 CFR part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Humans Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants.

All expenses are also subject to the provisions outlined in the DRCOG Contract.

III. AWARD AMOUNT, MATCH, AND PAYMENT

3.01 Project Amount. The total budget of this Scope of Work is **$209,124.00**.

3.02 Maximum Grant Amount. The County awards to the Sub Grantee a grant of **$209,124.00** ("Maximum Grant Amount") to complete approximately **5,652 units (one-way trips) of assisted transportation services** as outlined in the Scope of Work. In no event will the County's obligation under this Agreement be more than the Maximum Grant Amount. The County shall bear no responsibility for cost overruns that may be incurred by the Sub Grantee in the performance of the Scope of Work.

3.03 Local Match. A local match from the County is required for this operating grant. This requirement will be covered through the County's general fund budget. The local match shall not increase the Maximum Grant Amount.

3.04 Reimbursement Contingent Upon the Availability of the Local Match. Reimbursement is subject to and contingent upon the continuing availability of the required local match. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with funds provided to the County by DRCOG that are contingent upon the availability of the required local match. If, for whatever reason, the local match is insufficient, the County is only required to reimburse the Sub Grantee from such funds or any part thereof that are received from DRCOG based on the local match provided.

3.05 Reimbursement. Expenses will be reimbursed by the County for 100 percent of all eligible costs which have been paid to the County by DRCOG. Invoiced expenditures with all required documentation must be submitted to the Project Manager no later than the fifth day of the following month in order to be reimbursed for expenses from the previous month. Sub Grantees must use the approved forms and submit all required documentation as specified.

Sub Grantees shall submit any additional data or other information requested by the County to support the Sub Grantee's reimbursement request and shall submit any additional data or information that may be required by the federal government for reporting to DRCOG and the State of Colorado.

Upon the County's review and approval of the Sub Grantee's reimbursement request, the County will distribute to the Sub Grantee the approved reimbursement amount. The County may deny part, or all, of any reimbursement request if it believes that it is not a supportable Scope of Work expense. No reimbursement will be made which would cause the distribution of grant funds to exceed, cumulatively, such payment limits in Section 3.02. The County may withhold payment if the Sub Grantee is not current in its reporting requirements under Article V. Distribution of any funds or approval of any report is not to be construed as a County waiver of any Sub Grantee noncompliance with this Agreement.

3.06 Repayment of Unauthorized Use of Grant Funds. Upon a finding by the County that the Sub Grantee has made unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the County, the Sub Grantee agrees to promptly repay such amounts to the County.

3.07 Reversion of Unexpended Grant Funds. All funds granted by the County under this Agreement that have not been expended for Scope of Work activities taking place during the Project Activity Period, as defined in Section

6.01 below, shall revert back to DRCOG. Sub Grantee must meet the timeframes outlined in the County's agreement with DRCOG.

3.08 Grant Contingent upon State or Federal Funding. This Agreement is subject to and contingent upon the continuing availability of State Older Coloradoan's funds, or Federal Older Americans' Act funds for the purposes thereof. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with funds provided to the County by DRCOG. DRCOG receives these funds from the State of Colorado, State Funding for Senior Services, or the Federal Older Americans' Act, and therefore, the Sub Grantee expressly understands and agrees that all its right, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds from DRCOG. In the event that such funds or any part thereof are not received from DRCOG, the County may immediately terminate this Agreement without liability, including liability for termination costs.

IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

4.01 Documentation of Scope of Work Costs. All Scope of Work expenses must be supported by proper documentation, including properly executed payrolls, effort reporting or time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

4.02 Establishment and Maintenance of Scope of Work Information. The Sub Grantee agrees to establish and maintain accurate, detailed, and complete separately identify grant activity, accounts, financial records, documentation, and other evidence relating to (a) Sub Grantee's performance under this Agreement, and

(b) the receipt and expenditure of all grant funds and the Sub Grantee's match documentation (if required) under this Agreement. The Sub Grantee shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall remain intact all Scope of Work information until the latest of:

A. Six (6) years following the term of this Agreement; or
B. If any litigation, claim, or audit is commenced during either such period, when all such litigation claims or audits have been resolved.

4.03 Compliance with HB 18-1128. Sub Grantee shall comply with the applicable provisions of House Bill 18-1128 Concerning Strengthening Protections for Consumer Data Privacy, including any updates or amendments thereto. Compliance shall include, without limitation, compliance with all required procedures set forth in subpart F of the Scope of Work attached hereto. Sub Grantee shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i), shall maintain security procedures and practices consistent with C.R.S. § 24-73-101, *et seq.*, and has a statutory duty

to notify and cooperate with the County in the event of a security breach that compromises personally identifiable information (PII), which means any information maintained about an individual that can be used to distinguish or trace an individual's identity, including but not limited to name; social security number; date and place of birth; mother's maiden name; biometric records; other information linked or linkable to an individual such as medical, educational, financial and employment information; and any other information encompassed in C.R.S. § 24-72-501.

4.04 Audit Requirements. The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of Title II Part 200 of the Code of Federal Regulations, which supersedes Office of Management and Budget (OMB) Circular A-133. The Contractor shall, upon request, make a copy of the audit available for review by DRCOG and/or SUA. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in: Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2 shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

4.05 The Sub Grantee agrees to provide the Project Manager with a report of all audits performed.

V. REPORTING AND MONITORING REQUIREMENTS

5.01 Progress Reports. The Sub Grantee shall provide information about its progress in the Monthly Reimbursement Request forms it submits to the Project Manager. These reports shall include assisted transportation units of service information from customer surveys, and copies of marketing materials, as applicable. The Sub Grantee shall provide applicable details and information including: data, explanations, descriptions, copies, and sample documents of milestone activities. If there is more than a ten percent deviation from the numbers listed in the milestones in the Scope of Work (**Exhibit 1**), an explanation for that deviation to the progress report(s) shall be added. Progress and change over time shall be evaluated and reported.

A template report form and/or access to the County's electronic data system shall be provided by Douglas County. The Sub Grantee must use the template(s) and electronic format provided for its reports. The Sub Grantee must also submit to the County any other forms and documentation related to the grant that the County requests. The County will furnish electronic copies of all template report forms to be completed and submitted.

5.02 Contents of Reports; Copies. The Sub Grantee agrees to report completely and to provide the County with any additional or follow-up information as may be requested by the County.

5.03 Other Monitoring Activities. To assist the County in monitoring compliance with this Agreement, the Sub Grantee agrees to attend regularly scheduled Sub Grantee meetings as requested by the County and to permit site visits by County staff during business hours, upon reasonable notice. The Sub Grantee agrees to submit to the County a copy of any promotional information regarding the Scope of Work disseminated by the Sub Grantee during the term of this Agreement.

5.04 Changed Conditions. The Sub Grantee shall use due diligence to achieve the milestones set forth in the Scope of Work. The Sub Grantee agrees to notify the County immediately of any development that has or will have a significant impact on performance of the Scope of Work, including, but not limited to, any problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the Scope of Work in accordance with the terms of this Agreement. The notice shall include a statement of action taken or contemplated and any assistance needed to resolve the situation. Additionally, the County will monitor performance on a quarterly basis to ensure milestones are achieved. A ten percent (10%) variance less than or greater than the target will be accepted.

5.05 Special Reporting Requirements. The County is required to report to DRCOG regarding Grant Program Activities. Accordingly, the Sub Grantee agrees to provide the County with any additional follow-up information reasonably requested by the County, in order to meet the County's reporting requirements.

VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION

6.01 Project Activity Period. This Project Activity Period will begin on **July 1, 2026**, **or the date of execution of DRCOG contract, whichever comes later,** and will end on **June 30, 2027**.

6.02 Term. The term of this Agreement shall extend from the Effective Date of this Agreement to a date sixty (60) calendar days following the end of the

Project Activity Period defined in Section 6.01 to permit close out of this Agreement.

6.03 Termination by County for Convenience. The County may terminate this Agreement at any time and for any reason by providing the Sub Grantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, the Sub Grantee shall be entitled to compensation for Scope of Work activities in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the limits in Section 3.02.

6.04 Termination Due to Loss of Funding. The parties acknowledge and agree that Sub Grantee is to be paid, reimbursed or otherwise compensated for the services set forth herein with funds provided to the County by DRCOG. Sub Grantee expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon the County's receipt of such funds from DRCOG. In the event that such funds, or any part thereof, are not received by the County, the County may immediately terminate this Agreement without liability, including costs for termination.

6.05 Termination for Noncompliance. If there has been a material failure to comply with the provisions of this Agreement by either party (a "breach"), the other party may terminate this Agreement after seven (7) calendar days' written notice to the party in breach if such breach is not cured within the seven (7) day period. A material failure of the Sub Grantee to make reasonable progress toward completion of the Scope of Work without good cause and without providing the notices required by Section 5 constitutes a breach. At the County's option, the County may withhold payment of invoices during any period in which the Sub Grantee is noncompliant with this Agreement. If the County finds that the Sub Grantee's noncompliance is willful and unreasonable, the County may terminate or rescind this Agreement and require the Sub Grantee to repay the grant funds in full or in a portion determined by the County, except that Sub Grantee shall not be required to repay funds that the County has reviewed, approved, and distributed except as provided for in Sections 3.05 and 3.06.

6.06 Effect of Scope of Work Closeout or Termination. The Sub Grantee agrees that Scope of Work closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Sub Grantee by this Agreement. Project closeout or termination of this Agreement does not alter the County's authority to disallow costs and recover funds based on a later audit or other review, and does not alter the Sub Grantee's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

VII. CONTACT PERSONS; PROJECT MANAGER

7.01 Contact Persons. The authorized persons for receipt notices, reports, invoices, and approvals under this Agreement are the following:

The County:

Name:	Kim Smith
Title:	Community Programs Coordinator
Mailing Address:	100 Third St. Castle Rock, CO 80104
Phone:	303-660-7460
Email:	crsgrants@douglasco.gov

The Sub Grantee:

Name:	Debbi Haynie
Title:	Executive Director
Mailing Address:	2323 Woodlands Blvd. Castle Rock, CO 80104
Phone:	303-688-9498
Email:	dhaynie@CRgov.com

or such other person as may be designated in writing for itself by either party.

7.02 County's Project Manager. The County's Project Manager for purposes of administration of this Agreement is the person listed for the County in Section 7.01, or such other person as may be designated in writing by the County. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on behalf of the County.

7.03 Sub Grantee Project Manager. The Sub Grantee's Project Manager for purposes of administration of this Agreement is the person listed for the Sub Grantee in Section 7.01, or such person as may be designated in writing by the Sub Grantee. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on the behalf of the Sub Grantee unless otherwise noted.

7.04 Notice. Notice to any party under this Agreement shall be made in writing, addressed as set forth above, and shall be delivered personally during normal business hours, or by prepaid first-class U.S. mail, e-mail or such other method authorized in writing by the party's Project Manager. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. Email notices shall be effective upon receipt. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

VIII. GENERAL CONDITIONS

8.01 Amendments. The terms of this Agreement may be changed only by mutual agreement of both parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this Agreement.

8.02 Assignment and Sub Grants. The Sub Grantee shall not assign, sub grant, sublet, or transfer any Scope of Work activities without receiving express written consent of the County. Any attempt at assignment, sub granting, subletting, or transferring without such consent shall be void. Activities listed in the Scope of Work shall constitute written consent by the County. Any assignment, sub grant, sublet, or transfer by the Sub Grantee shall be subject to compliance with all terms and conditions of this Agreement including Exhibits 1 and 2.

8.03 Liability. The parties expressly agree that they do not contractually waive any limitations on liability or other immunities or defenses available to them by statute or common law, or activities undertaken pursuant to this Agreement. The Parties understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 120, or otherwise available to the County.

8.04 Relationship of the Parties. Nothing in this Agreement is intended or should be construed in any matter as creating or establishing the relationship of co-partners or a joint venture between the Sub Grantee and the County, nor creating third party beneficiary rights against the County or Sub Grantee, including but not limited to, Sub Grantee's contractors or subcontractors.

8.05 Indemnification. The Sub Grantee assumes liability for and agrees to defend, indemnify, and hold harmless the County, its officers, employees, agents, residents, and taxpayers from and against all losses, damages, expenses, liability, claims, suits, or demands, including, without limitation, attorney's fees, arising out of, resulting from this Agreement, or relating to the performance of the Scope of Work by the Sub Grantee or Sub Grantee employees, agents, or contractors. In addition, the Sub Grantee shall comply with all indemnification and insurance requirements set forth in Exhibit D to the DRCOG Contract**.** If Sub Grantee is served with a pleading or other document in connection with an action before a court or administrative decision making body, and such pleading or document relates to this Agreement or may affect Sub Grantee's ability to perform its obligations under this Agreement, Sub Grantee shall, within 3 days after being served, provide

notice to the County of such action and deliver copies of such pleading or document to the County.

8.06 Acknowledgement. The Sub Grantee shall appropriately acknowledge the support received under "the Older Americans Act" in any promotional materials, reports, and publications relating to the Scope of Work.

8.07 Jurisdiction, Venue, and Applicable Law. Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, shall be in state or federal court with competent jurisdiction in Douglas County, Colorado. All matters relating to the performance of this Agreement shall be controlled by and determined in accordance with the laws of the State of Colorado.

8.08 Conflict. In the event that any provisions contained herein conflicts with those in Exhibit 2, provisions in Exhibit 2 shall prevail.

8.09 Extension of Provisions. All provisions herein contained, including the benefits and burdens, shall extend to be binding upon the Sub Grantee, its heirs, legal representations, successors, and assigns.

8.10 Complete Integration. This Agreement, including all Exhibits attached hereto, represents the complete integration of all understandings between the parties and all prior representations and understandings, oral or written, are merged herein.

IX. GENERAL REQUIREMENTS

9.01 Incorporation of Specific Requirements. Specifically, and without limitation, the Sub Grantee agrees to comply with all requirements set forth in Exhibit 2, including all exhibits thereto. By signing this Agreement, the Sub Grantee certifies that it has received and reviewed Exhibit 2 and agrees to comply with all provisions set forth therein.

9.02 Integrity Certification. By signing this Agreement, the Sub Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency. The Sub Grantee further certifies it has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. This certification is a material representation of fact upon which the County relies in entering this Agreement. If it is later determined that the Sub Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including

suspension and/or debarment. The Sub Grantee shall provide to the County immediate written notice if at any time the Sub Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

9.03 Prohibition Against Workers without Authorization. Sub Grantee hereby certifies that it does not and shall not knowingly employ or contract workers without Authorization. By signing this Agreement, Sub Grantee represents and warrants that it will comply with all requirements regarding the same set forth in the DRCOG Contract, including but not limited to those set forth in Sections 2 - 4 of Exhibit B to the DRCOG Contract and Exhibit H to the DRCOG Contract, all of which are expressly adopted and incorporated herein.

9.04 Equal Employment Opportunity. Sub Grantee agrees to comply with all applicable federal laws, regulations, and orders regarding "Equal Employment Opportunity", as may be amended from time to time, and to execute such provisions as are required under Exhibit C to the DRCOG Contract attached hereto.

Sub Grantee shall comply with the appropriate areas of the Americans with Disabilities Act of 1990, as amended, and any other applicable federal, state or local laws and regulations.

The parties adopt and incorporate the requirements of 41 CFR § 60-1.4(a) and 29 CFR § 471, Appendix A to Subpart A, if applicable.

Sub Grantee shall comply with all applicable requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

9.05 No Federal or State Obligation. This grant is financed by state funds administered by DRCOG. However, payments to the Sub Grantee will be made by the County. Neither the United States nor the State of Colorado is a party to this Agreement. No reference in this Agreement to the United States, DRCOG, or any representative of the State or federal government makes the United States or the State of Colorado a party to this Agreement. The Sub Grantee shall include this clause in any contracts or agreements under this Agreement.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below. This Agreement is effective upon final execution by both parties.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO:

APPROVED AS TO CONTENT:

George Teal
Chair, Board of County Commissioners

Date: _____

Jennifer L. Eby
Director of Community Services

Date: _____

Hayley Hall
Clerk to the Board

Date: _____

APPROVED AS TO LEGAL FORM:

Arielle J. Denis
Assistant County Attorney

Date: _____

APPROVED AS TO CONTENT:

Douglas J. DeBord
County Manager

APPROVED AS TO FISCAL CONTENT:

Christie Guthrie
Director of Finance

Date: _____

Castle Rock Senior Activity Center
Sub Grantee

_____
By (Signature)

_____
Title

_____
Address

_____
City, State, Zip Code

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day

of _____, 2026, by _____.
(month) (year) (name of Subgrantee signatory)

My commission expires:_____

Witness my hand and official seal

_____
Notary Public

EXHIBIT 1—Scope of Work and Conditions

Castle Rock Senior Activity Center (CRSAC), Douglas County, Denver Regional Council of Governments (DRCOG) Assisted Transportation Services Agreement

Grant Year	For the period July 1, 2026, through June 30, 2027
Title of Project	CRSAC Assisted Transportation Services Sub Grantee Agreement between Castle Rock Senior Activity Center (CRSAC), and Douglas County for services under contract EX26040.
Project Description	Assisted transportation services for older adults.

A. Program Description

Sub Grantee is an older adult services program that assisted transportation services to residents of Douglas County.

B. Project Description

This project accomplishes the goal of improving assisted transportation options for seniors age 60 and older in all parts of Douglas County. The increase in assisted transportation opportunities will be achieved by leveraging funding for current services.

Sub Grantee will provide assisted transportation services for seniors per contract requirements.

Service Definition for Assisted Transportation Services: Assistance and transportation, including escort if needed, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

C. Project Budget

1. The twelve (12) month net cost for this project is estimated to be and will be allocated for the Grant Year as follows:

Projects	
Assisted Transportation Services	**$ 209,124.00**
Total	**$ 209,124.00**

2. Project costs must not exceed the maximum allowable cost of **$209,124.00**.

3. Sub Grantee is solely responsible for all costs this project incurs above the amount Douglas County reimburses to Sub Grantee from DRCOG and County match funds for the share of eligible, actual costs. If the final, actual project cost is less than the maximum allowable cost of **$209,124.00,** the County is not obligated to provide any more of the eligible, actual operational costs.

4. Funds from this grant will pay assisted transportation services on a per-unit basis for adults age 60 and older. One unit of service is defined as one-way trip. Sub Grantee in partnership with the Douglas County Department of Community Services, provides these services.

5. Sub Grantee is responsible for providing monthly reporting on units provided to qualified Douglas County residents under the guidelines of this project. Monthly reports are due to Douglas County no later than the fifth (5^{th}) day of each month. If the 5^{th} day falls on a weekend or holiday, the monthly report will be due on the prior business day.

6. DRCOG and Douglas County require that the service units detailed by this Agreement are provided throughout the grant year.

   a. As such, at least forty percent (40%) but no more than sixty percent (60%) of the contracted **assisted transportation** funds must be spent by December 31, 2026, and seventy percent (70%) but no more than ninety percent (90%) of the contracted **assisted transportation** funds must be spent by March 31, 2027. All **assisted transportation** funds must be spent by June 30, 2027.

D. Reimbursement Eligibility

1. Sub Grantee shall submit monthly reimbursement requests, including all related documentation to Douglas County. Requests must be within the limits of Sections C, E and F of this Exhibit and shall otherwise comply with the terms of this Agreement.

E. Project Performance

1. Sub Grantee shall track and report the number of total clients and other users of these services during the Grant Year.

Project	Total Units to be Provided
Assisted Transportation Services	5,652 trips at $37 per one unit

F. Data Reporting, Sharing, and Confidentiality

1. The County will provide to the Sub Grantee access to its data system or provide a reporting spreadsheet template, through which the Sub Grantee shall capture and report data for all services provided under this Sub Grantee Agreement. The Sub Grantee shall record and report: (i) participant information; (ii) Household information; (iii) Program data; (iv) Service records; and (v) Funding and expenditure records. Be sure to include trip counts, trip costs, demographic information, information from surveys, narrative program questions, and Douglas County approved copies of marketing materials related to the grant program with your monthly reporting.

2. The County and Sub Grantee agree that sharing client data is necessary to meet client needs. Accordingly, the County and the Sub Grantee agree that client data may be shared between the parties, provided, however, that each party shall protect confidential client information as required by state and federal law and this Agreement. Prior to sharing any client information, the Sub Grantee shall obtain an Authorization for Release of

Information ("ROI"), in the form included as **Exhibit 3** to this Sub Grantee Agreement or as otherwise approved in writing by the Project Manager, executed by the client which allows the Sub Grantee to share the client's information with the County and any other sub-grantees specified in the ROI form.

3. The Sub Grantee must comply with all applicable provisions of HB 18-1128 regarding "Personal Identifying Information" as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b) and to "Personal Information" as defined in C.R.S. 24-73-103(1)(g). Personal Identifying Information and Personal Information are referred to collectively herein as "Personal Data." Compliance shall include, without limitation:

    i. Adopting and enforcing a written policy governing the destruction of electronic and paper documents containing Personal Data. The written policy must, at a minimum, require that when electronic or paper documents containing Personal Data are no longer needed, such documents will be destroyed by shredding, erasing, or otherwise modifying the Personal Data so as to make it unreadable or indecipherable through any means;
    ii. Implementing and maintaining reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction. Such procedures must be appropriate in light of the nature of the Personal Data that is provided to the partner and the nature and size of the partner's business and operations;
    iii. Providing immediate written notification to the Project Manager; in the event the partner becomes aware that an unauthorized acquisition of Personal Data compromising the security, confidentiality or integrity of the Personal Data (hereinafter, a "Security Breach") has or may have occurred. The partner shall promptly and in good faith conduct an investigation to determine the likelihood that Personal Data has been or will be misused and shall coordinate with and promptly report the results of such investigation to the Project Manager; crsgrants@douglasco.gov as requested;
    iv. Providing prompt written notification to affected Colorado residents, but in no event later than thirty (30) days after the date of determination that a Security Breach occurred, in accordance with the provisions of House Bill 18-1128; and
    v. To the extent applicable, requiring any third-party service providers, as defined in C.R.S. § 6-1-716(i) and C.R.S. § 24-73-103, to implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed to the third-party service provider and reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure or destruction.

4. In order to help protect client Personal Data from unauthorized access, use, modification, disclosure, or destruction, the Sub Grantee shall: (i) have and enforce a written policy outlining how Personal Data will be collected, maintained, and protected from inadvertent release; (ii) require and provide training on the protection of Personal Data

to anyone with access to client confidential information and/or the County's data system or reporting spreadsheet, including but not limited to employees and volunteers; (iii) require anyone with access to client confidential information and/or the County's data system or reporting spreadsheet to execute an acknowledgment, in the form included as **Exhibit 4** or as otherwise approved in writing by the Project Manager, of their obligation to maintain the confidentiality of Personal Data; and (iv) maintain a secure environment that ensures the confidentiality of Personal Data. Attached as **Exhibit 5** are recommendations for best practices to implement and maintain reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction.

G. Special Conditions

1. Sub Grantee may not bill the County under this Agreement until the Agreement is fully executed. No services shall be provided prior to the full execution of the DRCOG Contract.

2. Sub Grantee shall have a valid policy in place to require background checks be conducted for all employees, volunteers, and agents of Sub Grantee providing older adult services. Sub Grantee shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records. Sub Grantee shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual Subsection 401.15, and shall ensure that its employees, volunteers, and agents are in compliance with the restrictions of said Subsection. Sub Grantee shall make available all background check results to Douglas County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting and meeting funding requirements.

3. Sub Grantee shall demonstrate a good faith effort to provide, and certify as applicable, safety-related training for staff, volunteers, and other appropriate personnel.

4. Sub Grantee shall comply with all applicable requirements for establishing and utilizing waiting lists when services are available but cannot be provided to all eligible consumers as set forth in Section 14 of Exhibit B to the DRCOG Contract.

5. Sub Grantee represents and warrants that: (i) it has a consumer complaint/appeal process in place that conforms to all requirements set forth in Section 15 of Exhibit B to the DRCOG Contract; and (ii) it has a process in place to monitor service quality and consumer satisfaction that conforms to all requirements set forth in Section 16 of Exhibit B to the DRCOG Contract.

6. Sub Grantee acknowledges receipt of DRCOG's on-site assessment requirements and shall comply with the on-site assessment requirements.

EXHIBIT 2 – Contract EX26040

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CONTRACT BY AND BETWEEN THE

DENVER REGIONAL COUNCIL OF GOVERNMENTS
1001 17th Street, Suite 700
Denver, Colorado 80202
("DRCOG")

and

DOUGLAS COUNTY GOVERNMENT
100 Third Street
Castle Rock, Colorado 80104
("CONTRACTOR")

for

Older Adult Services
("Contract")

Project Number 554027/624027 **Contract Number EX26040**

RECITALS:

A. DRCOG is the recipient of grant funds under Title III of the Older Americans Act (OAA) and the State of Colorado (State) Funding for Senior Services (SFSS).
B. DRCOG desires Contractor to render certain services hereinafter described in connection with an undertaking which is expected to be financed under the OAA and SFSS.
C. The Contractor agrees to comply with all relevant provisions of the Contract between DRCOG and the State for OAA/SFS, incorporated herein by reference and made a part of this Contract, as if fully set forth, in the monitoring and administration of this Contract.

NOW THEREFORE, the parties hereto mutually agree as follows:

1.0 SELECTION OF CONTRACTOR

DRCOG hereby selects the Contractor, and the Contractor hereby agrees to perform the services hereinafter set forth in connection with the project of DRCOG under the OAA, and SFSS.

2.0 SCOPE OF WORK

The Contractor shall do, perform, and carry out, in a satisfactory manner, as determined by DRCOG, all work elements described in the Contractor's Proposal submitted for funding (as approved and as may be amended, from time to time, by DRCOG) which is herein incorporated by reference and made a part of this Contract and which is summarized in Exhibit A, Scope of Work, of this Contract. The Contractor will administer services funded under this Contract in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised Statutes; 12 CCR 2510-1, Older Americans Act Programs (Rule Manual Volume 10); Colorado

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Department of Human Services, Division of Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as from time to time may be amended.

3.0 ADMINISTRATIVE REQUIREMENTS

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of 45 CFR, Part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Humans Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants. Contractor is subject to all provisions of DRCOG's contract with CDHS (see Section 18B of the State contract). In addition, Contractor must also comply with the State Unit on Aging Policy and Procedure Manual, as may be amended.

4.0 TIME OF PERFORMANCE

Services of the Contractor shall commence upon Contract execution or July 1, 2026 whichever comes later. Services shall be undertaken in such sequence as to assure completion of all services required hereunder by June 30, 2027. Funding levels shall be awarded annually, and funding of this Contract is conditioned upon funds being made available to DRCOG for such purposes.

Services cannot commence prior to an executed contract.

After the initial term, at DRCOG's discretion, this contract may be extended for one (1) additional one-year terms. Services eligible for the extension are determined annually by DRCOG. If eligible, Contractor shall receive notice from DRCOG no later than January 31 of the then current year. Contractor shall submit to DRCOG a proposal including but not limited to, a detailed budget (outlining administrative, travel, equipment, contractual services, staff training/education and indirect costs), the number of units of services proposed to be provided (both compensated and non-compensated), the proposed unduplicated clients to be served, proposed matching funds (cash and in-kind), and anticipated program income by 5:00 P.M. on March 1 of the then current year,. The scope of compensated services proposed shall not change without DRCOG's written permission. Contract amounts for the additional terms may vary according to the level of available funds.

5.0 PAYMENT TERMS

5.1 Maximum Amount

DRCOG agrees to reimburse the Contractor for allowable project expenses up to but not exceeding the sum of **$705,222.00** in **OAA and SFSS** funds and based on the cumulative number of service units delivered after applying program income. The total **OAA and SFSS** dollars, contracted units of service, and cost reimbursement rate are outlined in Exhibit A, Scope of Services attached hereto.

5.2 Other Contributions

Contractor cash match, Contractor in-kind services, Contractor program income/client contributions, and State cash match contributions, if applicable, are also outlined in Exhibit A, Scope of Services attached hereto.

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5.3 In-Kind Contributions

Valuation of in-kind contributions shall show how the contribution was computed and must be incorporated into the Contractor's accounting records. Supplies, volunteer services and other contributions shall be valued as described under 45 CFR, Part 74, Subpart C.

6.0 HHS GRANT

It is agreed by the above parties that should the HHS or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto. Unearned payments under this Contract may be suspended or terminated in the event that the Contractor refuses to accept additional terms or conditions to this Contract that may be imposed by HHS, the State or DRCOG after the effective date of this Contract.

7.0 CHANGES

Except as may be expressly provided in this Contract, including its Exhibits and Attachments, any changes, including, without limitation, any increase in the amount of this Contract, changes in the scope of services, or service unit reimbursement rate which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in a written amendment to this Contract.

8.0 DEBARMENT, SUSPENSION

By signing this Agreement, the Contractor represents that its organization and its principals and employees are not suspended, debarred, excluded from participation, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department. If Contractor, its principals, employees or agents become ineligible to participate in any such program during the term of this Contract, Contractor shall notify DRCOG in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

9.0 UNIQUE ENTITY ID

System for Award Management (SAM) and Unique Entity ID Requirements: Contractor must obtain a unique entity identifier (UEI), but is not required to fully register in Sam.gov. Contractor shall provide its Unique Entity ID to DRCOG, and shall update Contractor's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's information Start here to request a new UEI in SAM.gov .

10.0 CERTIFICATE OF GOOD STANDING

Proof of Registration with Colorado Secretary of State: Contractor shall furnish a Certificate of Good Standing from the Colorado Secretary of State's Office, as proof that it is properly registered to do business in the State of Colorado. Such Certificate shall be provided with the signed Agreement; **provided however, the foregoing shall not apply to the State, its agencies, municipalities, counties, political subdivisions, special districts, or other public entities.**

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11.0 CORA DISCLOSURE

To the extent not prohibited by federal or state law, this Contract and the Work are subject to public release through the Colorado Open Records Act, CRS § 24-72-200.1, *et seq.*, as may be updated from time to time.

12.0 COLORADO LAW FOR PERSONS WITH DISABILITIES

To the full extent possible, Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level A and Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

13.0 TERMS AND CONDITIONS

The parties agree that this Contract is also subject to the provisions set forth in the Exhibits and Attachments of this Contract, attached hereto and incorporated herein.

14.0 AUTHORITY

The undersigned signatories of Contractor represent that they have been duly authorized to execute this Agreement and have full power and authority to bind Contractor to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital or submitted by facsimile or electronic mail are their own. Contractor further understands and agrees that no further certification authority or third-party verification is necessary to validate any signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the _____ day of _____, 20___ and acknowledge that the signatures hereon, whether handwritten, typed, electronic, or digital or submitted by facsimile or electronic mail, are sufficient and legally binding.

DENVER REGIONAL COUNCIL OF GOVERNMENTS	**DOUGLAS COUNTY GOVERNMENT**
By: _____	By: _____
Douglas W. Rex, Executive Director	Title: _____
ATTEST:	ATTEST:
By: _____	By: _____
Roberta Cole, Manager Contracts & Budget	Title: _____

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Exhibit A: SCOPE OF WORK

Agency Information

Organization Name: Douglas County Government

Doing Business As: Department of Community Development

Address: 100 Third Street Castle Rock, CO 80104

Phone: (303) 660-7400

Unique Entity ID: LXE5XEA44AH6

Organization URL: https://www.douglas.co.us/

Agency Director: George Teal

Agency Director Phone: (303) 660-7401

Agency Director Email: BOCC@douglas.co.us

Approved Indirect Rate w/Base: N/A

Agency Description: Douglas County's goal is quality of life for all citizens. This includes keeping people safe, ensuring access to resources and services, and supporting the most vulnerable County residents

Project Term Date: July 1, 2026 – June 30, 2027

Primary Contact
Primary Contact Name: Kimberly Smith
Primary Contact Email: ksmith@douglasco.gov
Primary Contact Phone: 303-660-7347

Grant General Information
Title of Proposal: Douglas County Older Adult Services 26-27

Purpose
DRCOG is sub-awarding funds to the above subrecipient for the services identified within this scope of work. The scope of work is generated from the proposal submitted to DRCOG the notice of funding opportunity issued for Older Americans Act and State Funding for Senior Services funds. Subrecipient must adhere to the information contained within the proposal that was submitted and the detailed budgets provided in DRCOG's grant management system. This includes the budget narrative and service narrative section submitted.

Total Project Budget

Revenue Source	Amount
Total Contracted Funds	$705,222.00
Total Cash Match	$66,850.00
Total In-kind Match	$26,079.00
Total State Part E Match	$ 0.00
Total Estimated Program Income	$ 0.00
Total Revenue (Less Program Income)	**$798,151.00**

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Appropriations

Service	Project Number	CFDA	Description	Amount
Assisted Transportation	554027	93.044	Federal Older Americans Act Title III Part B	$299,700.00
Chore	554027	93.044	Federal Older Americans Act Title III Part B	$16,800.00
Homemaker	554027	93.044	Federal Older Americans Act Title III Part B	$201,972.00
Personal Care	624027	N/A	State Funding for Senior Services	$186,750.00

Service: Assisted Transportation

Service Description

Douglas County will provide assisted, door-to-door transportation services to support older adults who need reliable access to medical care, essential errands, and community resources. Assisted transportation addresses mobility limitations, safety concerns, and lack of access to private and public transportation options, allowing older adults to remain independent and connected while meeting basic daily needs.

To deliver this service, Douglas County contracts with Aging Resources of Douglas County (ARDC) and the Castle Rock Senior Activity Center (CRSAC), both of which have extensive experience operating demand-response transportation programs for older adults. Douglas County provides active oversight by reviewing service data, monitoring performance, ensuring accurate reporting, and guiding providers on program expectations and Older Americans Act requirements.

Older adults may access assisted transportation through self-referral or referral from Douglas County First Call, Human Services, or community-based organizations. Providers screen individuals to confirm eligibility and assess trip needs, including mobility requirements and trip purpose. Priority is given to older adults with the greatest economic and social need, with medical and health-related trips prioritized when capacity is limited. Clients are informed of grievance procedures, nondiscrimination policies, and voluntary contribution guidelines.

Trips are scheduled on a door-to-door basis to ensure safety and accessibility. To better meet growing demand, Douglas County will increase planned assisted transportation units from 8,563 to 8,904 in the current year while maintaining the same funding request. This increase will be achieved through overmatching the grant and increasing the County's cash match contribution to nearly 10 percent of the total grant request, demonstrating Douglas County's commitment to maximizing service delivery and leveraging local resources to meet older adult transportation needs.

With continued grant support, this coordinated and cost-effective approach will ensure assisted transportation remains an essential service for older adults who would otherwise face significant barriers to accessing care and community resources.

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State Service Definition

Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

1 Unit = 1 One-Way Trip

Service Budget

Revenue

Funding Source	Amount
Contracted Funds	$299,700.00
Cash Match	$29,748.00
In-kind Match	$7,451.00
State Part E Match	$0.00
Estimated Program Income	$0.00
Total Revenue (Less Program Income)	**$336,899.00**

Expenses

Expense Category	Amount
Personnel	$7,451.00
Travel	$0.00
Equipment	$0.00
Contractual Services	$329,448.00
Supplies	$0.00
Indirect	$0.00
Other Expenses	$0.00
Total Expenses	**$336,899.00**

Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	8,904
Gilpin	0
Jefferson	0
Total	8,904

Reimbursement Rate: Actual Cost

Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0

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Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	120	20	47	1	470
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
Total	120	20	47	1	470

Service: Chore

Service Description
Douglas County will provide chore services that address essential safety-related household tasks, such as yard clean-up, debris removal, and minor home safety activities. These services reduce fall risks and help older adults with mobility or functional limitations remain safe in their homes.
Douglas County contracts with Aging Resources of Douglas County (ARDC) to deliver these services. ARDC uses trained paid staff and screened volunteers, allowing the program to complete a wide range of tasks efficiently while maximizing resources. The County provides oversight through monthly data reviews, performance monitoring, and verification of compliance with OAA requirements.

Clients may enter the program through self-referral or referrals from County departments, churches, and other community agencies. ARDC conducts an eligibility assessment and collects all OAA-required demographic and functional information. Clients also receive information on grievance procedures, nondiscrimination policies, and other available services.
Once enrolled, chore tasks are scheduled based on need and safety priorities, with volunteers typically handling group yard projects and staff completing tasks that require additional skills or physical capacity. All services are documented, and changes in client needs are addressed through referrals to complementary support.

To better meet rising demand, Douglas County will increase planned chore service units from 534 to 1,030 in the current year while maintaining a cost-effective unit rate. This increase will be achieved through overmatching the grant and increasing the County's cash match contribution to 10 percent of the total grant request, demonstrating Douglas County's commitment to maximizing service delivery and leveraging local resources to ensure more older adults receive essential assistance that supports aging in place.

Through strong provider partnerships, trained personnel, and consistent County oversight, chore services remain a dependable, essential resource for older adults in Douglas County.

State Service Definition

Chore services are those services designed to increase the safety of older adults living at home such as assistance with heavy housework, yard work or sidewalk maintenance. Chore service activities are one-time, seasonal or occasional in nature, and shall be planned with input from the older adult based on an evaluation of the older adult's strengths and needs, and the degree of physical and/or cognitive impairment of the older adult.

1 Unit = 1 Hour

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Service Budget

Revenue

Funding Source	Amount
Contracted Funds	$16,800.00
Cash Match	$1,664.00
In-kind Match	$3,726.00
State Part E Match	$0.00
Estimated Program Income	$0.00
Total Revenue (Less Program Income)	**$22,190.00**

Expenses

Expense Category	Amount
Personnel	$3,726.00
Travel	$0.00
Equipment	$0.00
Contractual Services	$18,464.00
Supplies	$0.00
Indirect	$0.00
Other Expenses	$0.00
Total Expenses	**$22,190.00**

Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	577
Gilpin	0
Jefferson	0
Total	577

Reimbursement Rate: Actual Cost

Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	13	3	6	0	75
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
Total	13	3	6	0	75

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Service: Homemaker

Service Description

Douglas County will provide homemaker services to support older adults who need assistance maintaining a clean, safe, and healthy home environment. These basic housekeeping supports, including removing clutter, dusting, vacuuming, mopping, bathroom and kitchen cleaning, laundry, and changing bed linens, allow clients to remain safe in their homes and help reduce health and safety risks associated with declining mobility and functional limitations.

To deliver these services, Douglas County contracts with three licensed Colorado in-home care providers: Visiting Angels, Home Instead, and ACASA Senior Care. Each agency has extensive experience serving older adults and maintains established working relationships with local hospitals, clinics, and community partners. Douglas County plays an active oversight role by monitoring performance, reviewing monthly service data, ensuring accuracy of all required reporting, and guiding providers on program expectations and grant metrics. All agencies comply with the state home care licensing requirements and employ trained, screened, and supervised homemaker staff who follow consistent quality and safety standards.

Clients may access the program through self-referral or referral from Douglas County Community Services, Human Services, health care partners, or community organizations. Once a referral is received, a contracted provider contacts the individual to complete an in-home eligibility assessment. Staff collect all OAA-required information, which includes age, demographic details, residential address, functional limitations, and the client's specific homemaker needs. Clients are also informed about additional services for which they may be eligible, along with the program's grievance procedures, nondiscrimination, and voluntary contribution policies.

After enrollment, trained homemaker staff provide services based on an individualized service plan. Providers make every effort to assign consistent staff to support continuity, and they maintain regular supervision and quality assurance oversight. Douglas County reviews service trends across agencies, monitors adherence to contract requirements, and collaborates with providers to address any service gaps or challenges. All visits and units delivered are documented, and providers respond when client needs change or when additional support may be appropriate.

To better meet growing community demand, Douglas County is increasing its planned homemaker service units from 5,449 to 5,504 this year while keeping the funding request the same. This allows the program to serve more older adults at a stable and competitive unit cost. With continued grant support, this coordinated and professionally managed approach will ensure that homemaker services remain a reliable and essential resource for older adults who would otherwise be unable to afford these services.

State Service Definition

Assistance to persons who meet the eligibility requirements for in-home services and who are unable to perform two or more of the following instrumental activities of daily living: preparing meals, laundry, shopping for personal items, managing money, using the telephone, or doing light housework.

1 Unit = 1 Hour

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Service Budget

Revenue

Funding Source	Amount
Contracted Funds	$201,972.00
Cash Match	$18,188.00
In-kind Match	$7,451.00
State Part E Match	$0.00
Estimated Program Income	$0.00
Total Revenue (Less Program Income)	**$227,611.00**

Expenses

Expense Category	Amount
Personnel	$7,451.00
Travel	$0.00
Equipment	$0.00
Contractual Services	$220,160.00
Supplies	$0.00
Indirect	$0.00
Other Expenses	$0.00
Total Expenses	**$227,611.00**

Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	5,504
Gilpin	0
Jefferson	0
Total	5,504

Reimbursement Rate: $36.70

Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	63	11	26	1	253
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
Total	63	11	26	1	253

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Service: Personal Care

Service Description

Douglas County will provide personal care services to support older adults who need hands-on assistance with activities of daily living, including bathing, dressing, grooming, mobility assistance, toileting, and medication reminders, to remain safe and independent at home. These services are critical for older adults with declining physical function and lacking a support network.

To deliver personal care services, Douglas County contracts with three licensed Colorado in-home care providers: Visiting Angels, Home Instead, and ACASA Senior Care. Each agency has extensive experience serving older adults and maintains established working relationships with local hospitals, clinics, and community partners. Douglas County plays an active oversight role by monitoring performance, reviewing monthly service data, ensuring accuracy of all required reporting, and guiding providers on program expectations and grant metrics. All agencies comply with state home care licensing requirements and employ trained, screened, and supervised personal care staff who follow consistent quality and safety standards.

Clients may self-refer or be referred by Douglas County Community Services, Human Services, Adult Protective Services, health care partners, or community organizations. A contracted provider completes an in-home eligibility assessment, gathers all OAA-required demographic and functional information, and develops an individualized care plan. Clients also receive information about other available services, voluntary contribution policies, and grievance and nondiscrimination procedures.

After enrollment, providers assign consistent personal care staff whenever possible and adjust services when client needs change. Douglas County monitors service trends, collaborates with providers to address gaps, and ensures that grant-funded hours are directed to older adults with the greatest need. All visits and units delivered are documented, and providers respond when client needs change or when additional support may be appropriate.

To better meet community demand, Douglas County is increasing planned personal care units from 4,961 to 5,100 this year while keeping the funding request the same. This efficiency allows the County to serve more vulnerable residents at a stable, competitive unit cost. With continued grant support, personal care services will remain a vital resource enabling older adults to safely age in place and avoid institutionalization.

State Service Definition

Assistance (Personal assistance, stand-by assistance, supervision or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person’s home and possibly other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs) for persons who meet the requirements for in-home services.

1 Unit = 1 Hour

Service Budget

Revenue

Funding Source	Amount
Contracted Funds	$186,750.00
Cash Match	$17,250.00
In-kind Match	$7,451.00
State Part E Match	$0.00
Estimated Program Income	$0.00
Total Revenue (Less Program Income)	**$211,451.00**

Expenses

Expense Category	Amount
Personnel	$7,451.00
Travel	$0.00
Equipment	$0.00
Contractual Services	$204,000.00
Supplies	$0.00
Indirect	$0.00
Other Expenses	$0.00
Total Expenses	**$211,451.00**

Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	5,100
Gilpin	0
Jefferson	0
Total	5,100

Reimbursement Rate: $36.62

Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	10	1	5	1	35
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
Total	10	1	5	1	35

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Non-Compensated Services

Services	Units
Information and Assistance	50
Outreach	520
Nutrition Education	0
Nutrition Counseling	0

Performance Standards

1. Performance will be reviewed throughout the grant agreement. Subrecipient will need to report to DRCOG whenever one or more of the following occurs:
    a. Budget changes in excess of 10% of the total budget for any expense.
    b. Project schedule changes.
    c. Project outcomes were not met.
    d. Identification of problem areas and how the problems will be solved.
    e. Expected impacts and the efforts to recover from delays.
2. Prior written approval from DRCOG must be obtained for budget changes in excess of 10% of the total project or for any expense, project schedule changes, and any changes to this scope of work or services provided.
3. DRCOG will periodically review the estimated unit and clients served by county in this scope of work against the actual clients and units provided. Subrecipient will need to provide an explanation and details on outreach efforts to counties identified in the proposals are not served. Variances greater than 10% may require an explanation to be submitted to DRCOG.
4. Subrecipient must submit monthly claims to DRCOG for eligible costs incurred after the date of execution of this Grant through WebGrants. Claims must be submitted on the 15th of the month following the month expenses were incurred. For example, for expenses incurred in January, invoice(s) should be submitted by February 15. If the 15th falls on a weekend or holiday, the reimbursement request will be due the business day before.
    a. For actual cost services, monthly claim submissions must include supporting documentation for costs incurred. Expenses incurred will be reviewed for allowability prior to payment being made.
    b. For all services, monthly claim submissions must include units of service provided by county to be reimbursed. Expense cannot be reimbursed without units being provided.
5. Subrecipient must utilize the most recent State Participant Information Assessment forms or ask the same questions and enter that data timely into SUDS. DRCOG will review required data reporting quarterly and subrecipient must enter in any missing data identified during this review with the timelines identified by DRCOG staff.

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Exhibit B: TERMS AND CONDITIONS

The following supplemental terms and conditions apply to the Contract herein and take precedence over any conflicting language within the Contract.

1. Personnel.
The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with DRCOG.

2. Employment Eligibility Verification (Federal requirement).
If this Contract includes an award of Federal funds of more than $3,000, Contractor must also comply with the E-Verify Federal Contractor Rule set forth in Exhibit H, attached hereto and incorporated herein by reference, which requires the Contactor to use the E-Verify program to verify the employment eligibility of all employees assigned to the Contract and all new hires. If Contractor uses one or more subcontractors to provide services under the Contract, Contractor shall include the language set forth in Exhibit H in any subcontract that is: (1) for commercial or noncommercial services or construction; (2) has a value of more than $3,000; and (3) includes work performed in the United States. Contractors who are State or local governments, institutions of higher education, or governments of a Federally recognized Indian tribe are not exempt from these requirements; however, such entities may choose to verify only those employees who are assigned to the Contract, whether existing employees or new hires, as further detailed in Exhibit H.

3. Qualifications.
All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

4. Background Check; Driver's License.
Contractor shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records check, shall be conducted for all employees, volunteers, and contractors of Contractor providing services delivered via one-to-one contact or as specified in the SUA Policy and Procedure Manual, Subsection 401.15. Contractor shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual, Subsection 401.15, and shall ensure that its employees, volunteers, and contractors are in compliance with the restrictions of said Subsection. Effective January 1, 2019, Contractor shall comply with the requirements outlined in SUA Policy and Procedure Manual Subsection 401.16 and the correlated DRCOG policy in which it is stipulated that a Colorado Adult Protective Services (CAPS) background check is conducted prior to hiring or contracting with a new employee who will provide direct care to an at-risk adult. Employees, volunteers, or contractors responsible for transporting consumers shall have a valid Colorado driver's license and shall not have any alcohol related offenses in the past three years, or two or more convictions or chargeable accidents within the past two years.

5. Sub-grant or Subcontract.
None of the work or services covered by this Contract shall be sub-granted or subcontracted to any other party except for those listed on Exhibit E (*without the prior written approval of*

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DRCOG). Failure to obtain DRCOG's prior approval of any additional sub-grantors or subcontractors shall result in the disallowance of reimbursements for any services provided by sub-grantor or subcontractors not previously approved. Contractor shall verify that all sub-grantees and subcontractors have not been excluded or disqualified pursuant to 2 CFR Part 376 prior to submitting such sub-grantees or subcontractors to DRCOG for approval and shall certify that the proposed sub-grantees and subcontractors are neither excluded nor disqualified by a Federal agency. Any approval by DRCOG of a sub-grantee or subcontractor shall be effective only through the current contract fiscal year and subject to the continuing requirement of non-exclusion or non-disqualification pursuant to 2 CFR Part 376. It shall be Contractor's responsibility to submit verification of such non-exclusion or non-disqualification upon request. See also section 8.0 herein.

6. Licensure.
Where the State or local public jurisdictions require licensure for the provision of social services provided hereunder, the Contractor shall be licensed and shall meet all requirements of licensure. Contractor shall provide DRCOG notice of any action to revoke or suspend any such licenses as well as any actual suspension or revocation of any licenses within 48 hours of Contractor receiving notice.

7. Contractor Training.
Contractor shall complete mandatory training through DRCOG at least biannually (or more often if deemed appropriate by DRCOG) regarding contract management of this Contract.

8. Monitoring and Reporting Program Performance.
The activities of Contractor in providing the services set forth under this Contract shall be monitored by DRCOG in accordance with the applicable provisions of 45 CFR Part 74 and 45 CFR Part 92, other applicable Federal regulations, and this Contract. DRCOG will monitor all activities of Contractor supported by this Contract to assure that the services being performed are consistent with the Contract and applicable Federal and State regulations. Contractor acknowledges that disclosure of protected health information to DRCOG is permitted pursuant to Federal law.

9. Performance Management.
Contractor shall meet or exceed applicable Performance Measures and Contract Performance Measures as outlined in the State Contract with DRCOG. Contractor acknowledges that such performance measures shall evolve to meet the objective of measuring key performance outcome indicators for the work of the Contractor. DRCOG may, at its discretion, require periodic progress reports from the Contractor describing the current status of the service program or project. Notwithstanding, Contract shall promptly notify DRCOG of any issues or concerns that may materially impact contract performance.

10. Monthly Data Entry.
The Federal Administration on Community Living requires certain Older Americans Act data to be reported in the Older Americans Act Performance System (OAAPS). To assist in the data collection for NAPIS, the State requires all Contractors to report services provided in the State software system as designated and assigned by the State. The State software system is currently the State Unit Data System, also referred to as SUDS. System training is available each year and is mandatory for all of Contractor's staff who have been granted access to the State's software system. Contractor shall enter the previous month's service data into the State software system **no later than the fifteenth of the following month**. If the fifteenth of the month falls on a holiday or weekend, then entering of all data shall be due the business day

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prior to the fifteenth. Contractor may not seek reimbursement for services that have not been adequately entered into the State system unless otherwise approved in writing by DRCOG. Failure to enter the State software system data correctly and timely is a violation of this Contract and DRCOG may exercise any remedies available under the Contract or at law, including withholding payments.

11. Cost Analysis/Grant Close-out Report.
Contractor shall prepare and submit to DRCOG by no later than July 31 of the State fiscal year then ended, a cost analysis report in a form approved by DRCOG, comparing actual costs incurred to reimbursements received from DRCOG. In addition, Contractor must maintain adequate supporting documentation of costs reimbursed and submit such backup information with the cost analysis report. If requested by DRCOG at any other time during the contract term, and/or if additional documentation is required, Contractor shall comply with such request.

12. Services Performance Report and Reimbursement Requests.
Contractor shall submit a monthly service performance report and reimbursement request in a form prescribed by DRCOG. Such report and request shall be filed on or before the fifteenth day of the month following the month in which services are provided, throughout the term of the Contract. If the fifteenth of the month falls on a holiday or weekend, then submissions shall be due the business day prior to the fifteenth. Failure to submit the monthly report and reimbursement request by the prescribed due date may delay processing of payments until the next calendar month or in the case of the final months' reports due on July 15 may result in denied payment by DRCOG. Contractor is responsible for the timely filing, completeness and accuracy of all service performance reports and reimbursement requests. All reports are subject to verification by DRCOG.

Contractor may not receive reimbursement for more than the actual costs incurred for the contracted service. The monthly reimbursement request must reflect actual costs incurred that can be adequately supported with documentation and that are within the calculated limit of grant funds available for drawing down that month. Costs must abide by the service budget approved by DRCOG and, notwithstanding, must be both reasonable and allowable. DRCOG agrees to reimburse Contractor via Electronic Funds Transfer (EFT) (Attachment A) into the bank account designated by Contractor upon approval of reimbursement request during regularly scheduled payment cycles.

13. Waiting Lists.
Waiting lists shall be established by the Contractor when services are available but cannot be provided to all eligible consumers requesting services. In such circumstances, Contractor shall place eligible consumers on a waiting list. Waiting list procedures must be consistent for and equitable to all eligible consumers. Contractor shall give priority to Older Americans Act targeted populations and to persons in emergency situations where the health, safety, and welfare of the applicant is in jeopardy. Additionally, due consideration shall be given to the individual's time kept on a wait list. Persons shall be removed from the waiting list in accordance with SUA Policy and Procedure Manual, Subsection 205c. Contractor shall develop a waiting list procedure in compliance with the policies set forth in Subsections 205b and 205c of the SUA Policy and Procedure Manual, as amended from time to time and, regardless of whether or not there are consumers waiting for service. Waiting list documentation may be kept in hard copy or electronically but must be printable and made available for review upon request by DRCOG or the SUA. Contractor shall retain waiting list documentation and shall not destroy any such records until notified by DRCOG.

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14. Consumer Complaint/Appeal Process.
The Contractor shall develop a procedure for service recipients to use in the event that they wish to file a complaint. In addition to receiving such procedures, all consumers must be informed of their rights in the complaint and appeal process. Procedures must be in compliance with SUA Policy and Procedure Subsection 501 and as directed by DRCOG. Complaint/appeals documentation may be kept in hard copy or electronically but must be printable. Contractor shall retain complaint/appeal documentation and shall retain records in accordance with Section 21 herein.

15. Evaluation.
Contractor shall implement a quality improvement process, which includes, at a minimum, monitoring of service quality and consumer satisfaction. Methods of receiving consumer input on the quality of services shall be established, documented and utilized by the Contractor on a regular basis throughout the term of this Contract. Examples include site councils, projects councils, consumer forums, consumer satisfaction surveys, telephone interviewed, and visits. Contractor shall, upon DRCOG's request provide information evidencing Contractor's compliance with these requirements. In addition, Contractor shall distribute an annual consumer satisfaction survey designed by the State to a minimum of fifty percent (50%) of registered consumers starting in the month of February. Responses from such surveys shall be collected for reporting by the Contractor per instructions from DRCOG.

16. Voluntary Contributions and Non-eligible Recipient Fees.
Contractor shall (1) provide each recipient with an opportunity to voluntarily contribute to the cost of the service; (2) clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary; (3) protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; (4) establish appropriate accounting procedures to safeguard and account for all contributions; (5) use all collected contributions to expand or enhance the service for which the contributions were given; and (6) identify the income as program income and expend it in accordance with Section 26 below. Contractor shall establish minimum standards and procedures for the responsible collection of, handling, and safeguarding of consumer contributions and non-eligible recipient fees in compliance with SUA Policy and Procedure Manual, Subsection 310.

17. On-Site Evaluation.
The Contractor may be subject to an on-site evaluation by DRCOG and/or the State and shall upon such notice, cooperate fully with requirements for the on-site evaluation, as instructed by DRCOG and/or the State.

18. Policy Changes.
From time to time during the term of this Contract, DRCOG and/or the State Unit on Aging may revise or adopt policies and procedures that relate to services provided under this Contract. Upon written notice of such changes to policies or procedures, Contractor shall incorporate them into their practices and comply with the provisions thereof.

19. Eligibility Assessments.
The Contractor shall conduct an assessment of individual eligibility prior to the delivery of any registered services and for specified services, at least annually thereafter as outlined in the SUA Policy and Procedure Manual for such services. The standardized assessment form provided by DRCOG must be utilized and may not be altered, although an addendum to the assessment may be attached to collect additional information for use by the Contractor. Contractor may conduct assessments in an electronic format provided that the form collects the same

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information as required by the DRCOG assessment and has been preapproved in writing by DRCOG. Any addendum to the assessment must also be approved in advance by DRCOG. Eligibility for services provided under this Contract shall be only that the individual receiving service is age 60 or above unless other eligibility requirements exists within Rule Manual Volume 10 or SUA Policy and Procedure for the contracted service. A means test may not be utilized to determine eligibility for OAA/SFSS services.

20. Target Populations.
The Contractor shall assure compliance with federal and state requirements to target the following populations of older adults: (1) greatest social need, (2) greatest economic need, (3) at risk for institutional placement, (4) low-income minority, (5) limited English proficiency, and (6) residing in rural areas. Contractor shall develop and implement a plan that directs outreach and prioritizes services to such targeted populations.

21. Records.
The Contractor agrees to retain all records pertinent to this Contract for a period of three years after final payment hereunder. In the event that activities or costs are questioned by audit, records shall be retained until all questioned items are resolved. Contractor shall maintain confidentiality of information relating to specific consumers by ensuring that such information is gathered only with the informed consent of the consumer, such information is used only for the purposes gathered, adequate security of records is maintained to prevent unauthorized use, access to consumer records and identifiable information is limited only to program staff, and consumer files are kept under lock and key after use. Contractor shall maintain the confidentiality of protected health information as required by law, including the consumer's individually identifiable health information.

22. Accounting Records.
Records which identify adequately the source and application of funds for Contract activities shall be maintained for the period provided in Section 21 above and shall comply with the requirements of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended.

23. Contractor Audits.
The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of Title II Part 200 of the Code of Federal Regulations. The Contractor shall send a copy of the most recent audit to DRCOG for review. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in: Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2 shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

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24. Audits and Inspections.
During the Contract period, the retention period and as long thereafter as the records are maintained, at any time during normal business hours, Contractor shall make available to DRCOG, HHS, the State and the Comptroller General of the United States, or their authorized representatives, any books, documents, papers or other records of the Contractor with respect to all matters covered by this Contract in order to make audit, examination, excerpts, and transcripts. Contractor acknowledges that disclosure of protected health information to DRCOG, HHS, the State and the Comptroller General of the United States and their authorized representatives is permitted pursuant to Federal law. Failure to make records available for inspection within 72 hours of notice shall be deemed a violation of the Contract.

25. Additional Records Required.
Contractors shall develop and maintain the records required by applicable laws and regulations including but not limited to Section 401.7 of the SUA Policy and Procedure Manual and including the following records: personnel records for each employee to include documentation of training, documentation of supervision, and documentation of current licensure if applicable; a Targeting Plan; Emergency Response Plan (if nutrition and/or transportation provider); client confidentiality procedures; procedures for handling and reporting of critical incidents, including accidents, suspicion of abuse, neglect or exploitation, and criminal activity; a log of all complaints and critical incidents; records for each older adult served; and travel documentation policies and procedures. These shall be maintained by the Contractor and made available to DRCOG, SUA and/or their authorized representatives upon request.

26. Income.
Program income, including participant contributions, earned by the Contractor from activities which are supported by this Contract shall be added to funds committed to the project or program and used for allowable costs of services under the Contract to further the objectives of this Contract as provided under 45 CFR 74.24(b)(1). Program income must be fully expended within the reporting month it was received and cannot be carried over for any period of time.

27. Income Accounting Records.
Program income must be accounted for according to the additional costs alternative specified in Section 26 above and pursuant to 45 CFR, Section 74.24.

28. Equal Employment Opportunity.
The Contractor agrees to comply with all applicable Federal laws, regulations, and orders regarding "Equal Employment Opportunity", as from time to time amended, and to execute such provisions as are required under Exhibit "C" attached hereto. **The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable.**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

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29. Handicapped.
The Contractor will not discriminate in employment on the basis of handicap against any qualified handicapped person and agrees to take positive steps to employ and advance in employment qualified handicapped persons and to comply with Department of Human Services Regulations (45 CFR Part 84), as from time to time amended.

30. Identification of Documents.
Contractor shall designate on the front cover or title page of all reports, maps and other documents completed as part of this Contract, other than documents exclusively for internal use by the Contractor, an acknowledgement of the support received under "the Older Americans Act."

31. Publication, Reproduction and Use of Material.
Material produced in whole or in part under this Contract may not be subject to copyright laws.

32. Procurement.
All procurement transactions for supplies, equipment and services shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition as provided under 45 CFR, Part 74, Subpart C, as from time to time amended, and shall comply with the provisions of 45 CFR, Part 74, Subpart C.

33. Work Hours.
The Contractor shall comply with the Contract Work Hours and Safety Standards Act and comply with the Department of Labor Regulations (29 CFR Part 5), as from time to time amended.

34. 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 Contract. No person having any such interest shall be employed or participate in any decision relative to this Contract.

35. Assignability.
The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of DRCOG thereto; provided, however, that claims for money due or to become due to the Contractor from DRCOG under this Contract may be assigned to a bank or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to DRCOG.

36. Influencing Legislation.
To the extent prohibited by Federal or State law, as from time to time amended, no part of this Contract shall be used to pay the salary or expenses of any person or any organization acting for the Contractor to engage in any activity designed to influence legislation or appropriations pending before the Congress, or legislation or appropriations pending before the State General Assembly.

37. Termination for Cause.
If, through any cause, the Contractor shall fail to meet performance measures set forth by the State, fail to fulfill in timely and proper manner with Contractor obligations under this Contract or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, DRCOG shall thereupon have the right to terminate this Contract by giving written notice to the

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Contractor of such termination, the reasons for such termination, and specifying the effective date thereof, at least 5 days before the effective date of such termination, unless a shorter time is set forth herein for any failure to fulfill Contractor's obligations.

38. Termination Due to Loss of Funding.
The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to DRCOG for the purpose of contracting for the services provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by DRCOG. In the event that such funds or any part thereof are not received by DRCOG, DRCOG may immediately terminate this Agreement without liability, including costs for termination.

39. Termination for the Convenience of DRCOG.
DRCOG may terminate this Contract at any time by giving written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. If the Contract is terminated by DRCOG as provided herein, the Contractor shall be entitled to receive compensation for services performed prior to the effective date of such termination, subject to such services being completed to the satisfaction of DRCOG, and except as provided in Section 6.0 of this Contract.

40. Project Material.
In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of DRCOG, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

41. Liability.
Notwithstanding the above, the Contractor shall not be relieved of liability to DRCOG for damages sustained by DRCOG by virtue of any breach of the Contract by the Contractor, and DRCOG may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due DRCOG from the Contractor is determined.

42. Remedies.
Where the Contractor violates or breaches terms of this Contract, DRCOG, at its discretion, shall terminate said Contract subject to the provisions hereinabove stated, and, in addition, may institute such administrative, contractual or legal remedies available to DRCOG as may be appropriate. In addition to the corrective actions set forth below, DRCOG may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold payments pending correction of deficiency by the Contractor.

2. Disallow all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate the Contract, including suspending the Contract and services provided under the Contract pending any audit or other investigation.

4. Withhold further Contracts with Contractor.

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5. Take any other remedies that may be legally available.

43. Corrective Action.
In the event the Contractor fails to expend by December 31 of the current fiscal year of the contract term at least forty percent (40%) of the contracted funds detailed in Section 5.1; fails to expend by March 31 of the current fiscal year of the contract term at least seventy percent (70%) of the contracted funds detailed in Section 5.1; or fails to provide adequate documentation as requested by DRCOG, or in the event DRCOG finds that Contractor is failing to conform to the terms and conditions of this Contract, then DRCOG may, in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require that a corrective action plan be prepared by a date specified by DRCOG and suspend payments under the Contract, such payments to begin only upon production by the Contractor of and compliance with a corrective action plan satisfactory to DRCOG. Further, DRCOG shall have the right, upon issuance of notice to the Contractor and without necessity of an amendment, to retain and reallocate to other contractor's funds remaining under this Contract in the event of any termination or any failure of the Contractor to provide the service units listed in Exhibit A in accordance with this Contract or any corrective action plan. Nothing in this subsection shall require that DRCOG accept a corrective action plan in lieu of exercising its rights to terminate this Contract.

44. Erroneous Payments.
Unless prohibited by Federal or State law or regulation, any costs incurred by the Contractor that are later found to be disallowed or ineligible for payment under this Contract shall be reimbursed by the Contractor to DRCOG or offset against current or future payments due by DRCOG to the Contractor, at DRCOG's election.

45. Provisions of Services: Expenditures of Funds.
DRCOG intends to require that the service units provided by Contractor pursuant to this Contract be provided throughout the entire duration of the fiscal year. As such, Contractor shall expend no more than sixty percent (60%) of the contracted funds detailed in Section 5.1 prior to December 31 of the then current fiscal year and no more than ninety percent (90%) of said funds prior to March 31 of the then current fiscal year without the express prior written consent of DRCOG. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to the guidelines listed above. Contractor understands and agrees that nothing in this section limits DRCOG's authority set forth in Section 6.0 of this Contract, including but not limited to, its authority to require the return of funds previously paid to Contractor for services provided hereunder because of sequestration.

46. Safeguarding Personally Identifiable Information (PII).
If Contractor will or may receive PII under this Contract, the Contractor shall provide for the security of such PII in a manner and form acceptable to DRCOG, including without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i), shall maintain security procedures and practices consistent with C.R.S. § 24-73-101, et seq., and has a statutory duty to notify and cooperate with DRCOG in the event of a security breach that compromises personal information in the most expedient time and without unreasonable delay. For purpose of this Contract, "Personally Identifiable Information" or "PII" means any information maintained about an individual that can be used to

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distinguish or trace an individual‘s identity, such as name, social security number, date and place of birth, mother‘s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. § 24-72-501.

47. Litigation Reporting.
If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Contract or may affect Contractor’s ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify DRCOG of such action and deliver copies of such pleading or document to DRCOG.

48. Compliance with Laws.
In addition to the “Administrative Requirements” set forth in Section 3.0 herein, the Contractor and its agent(s) shall at all times during the term of this contract, be bound by and strictly adhere to the following Federal and State laws, rules, regulations and the State Unit on Aging (SUA) Policies and Procedures as they currently exist and may hereafter be amended, which documents are incorporated herein by this reference:

A. Federal Older Americans Act;
B. Code of Federal Regulation (CFR), Title 45 Public Welfare;
C. Older Coloradans Act, C.R.S. 26-11-100.1 et seq.;
D. C.R.S. Title 25 Health and 26 Human Services Code;
E. Colorado Long-Term Care Ombudsman Act, C.R.S. 26-11.5 et seq.;
F. Colorado Department of Human Services Staff Manual Volume 10;
G. Administration on Aging Fiscal Guide, Older Americans Act, Titles III and VII;
H. Colorado Retail Food Establishment Rules and Regulations;
I. Dietary Guidelines for Americans;
J. Dietary Reference Intakes (DRIs);
K. SUA Policy and Procedures Manual;
L. SUA Policy Directives;
M. Code of Federal Regulation (CFR) Title 48 Section 3.908 Whistleblower Protection;
N. Title II Part 200 of the Code of Federal Regulations; and
O. CAPS Fees C.R.S. 24-75-402; CAPS Statute C.R.S. 26-3.1-111; CAPS Implementation Regulation 12 CCR 2518-1, Volume 30.960
P. DRCOG AAA Contract Management Manual

49. Independent Contractor.
Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of DRCOG. Contractor shall not have authorization, express or implied, to bind DRCOG to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through DRCOG and DRCOG shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by DRCOG, and (iii) be solely responsible for its acts and those of its employees and agents.**

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50. No Third-Party Beneficiaries.
It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to DRCOG and Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other third party on such Contract.

51. Choice of Law, Venue, Jurisdiction.
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

THIS CONCLUDES the provisions of these supplementary terms and conditions.

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Exhibit C: ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to Regulations of the Department of Health and Human Services (HHS) (45 CFR Part 80) issued pursuant to that title, and to comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and all requirements imposed by or pursuant to the Regulations of the HHS (45 CFR Part 84) issued pursuant to the Act, all as from time to time amended, to the end that, in accordance with Title VI, the Act and Regulations, no person in the United States shall, on the grounds of race, color, national origin, or non-qualified handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from DRCOG, a recipient of Federal financial assistance from HHS; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by DRCOG, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by DRCOG.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Contractor by DRCOG, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that DRCOG or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.

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Exhibit D: INDEMNIFICATION & INSURANCE

Section 1. Indemnification.
To the extent allowable by law, the Contractor agrees to indemnify and hold harmless the State of Colorado, DRCOG, their officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor or subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor or subcontractor of the Contractor, or which arise out of any workers' compensation claim of any employee of the Contractor or of any employee of any subcontractor or subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq*. or the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq*. as applicable, as now or hereafter amended. The Contractor, by execution of this Contract containing this indemnification clause, is relying upon and does not waive the operation of any law concerning the Contractor's ability to indemnify.

Section 2. Insurance.

2.1 Procure and Maintain
The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D. Such insurance shall be in addition to any other insurance requirements imposed by this agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 of this Exhibit D by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

2.2 Coverage Amounts
(a) Contractor shall procure and maintain and shall cause each subcontractor hired to perform services under this Agreement pursuant to its' obligations herein to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to DRCOG.

(b) All coverages shall be continuously maintained through the term of this contract to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D.

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(c) In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage for a period of three years beyond the expiration of the contract. Evidence of qualified self-insured status may be substituted for the insurance requirements listed below.

(1) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this agreement, and Employers' Liability insurance with minimum limits of ONE HUNDRED THOUSAND DOLLARS ($100,000) each accident, FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease policy limit, and ONE HUNDRED THOUSAND DOLLARS ($100,000) disease - each employee. Provide a waiver of subrogation in favor of DRCOG.

(2) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence; ONE MILLION DOLLARS ($1,000,000) aggregate; ONE MILLION DOLLARS ($1,000,000) products and completed operations aggregate; and FIFTY THOUSAND DOLLARS ($50,000) any one fire. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal and advertising injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services.

(4) Security & Privacy Liability or Cyber Risk insurance to cover loss of protected information, including without limitation Protected Health Information ("PHI") and Personally Identifiable Information ("PII") data and claims based upon alleged violations of privacy rights through improper use or disclosure of protected information with minimum annual limits as follows:

- Contractors with 10 or less clients **or** revenues of $250,000 or less shall maintain limits on Privacy Liability Insurance of not less than $50,000.
- Contractors with 25 or less clients **or** revenues of $500,000 or less shall maintain limits on Privacy Liability Insurance of not less than $100,000.
- Contractors with more than 25 clients **or** revenues of more than $500,000 shall maintain limits on Privacy Liability Insurance of not less than $1,000,000 each occurrence and $2,000,000 general aggregate.

(5) Professional Liability insurance in the amount of ONE MILLION DOLLARS ($1,000,000) each claim in the aggregate for coverage to defend against allegations as well as damages resulting from failure to perform on the part of, financial loss caused by, and error or omission in the service or product of the policy holder.

2.3 Additional Insured

Every policy required above shall be primary insurance, and any insurance carried by DRCOG, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph (1) above shall contain any exclusion for bodily injury or property damage arising from completed

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operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

2.4 Certificates of Insurance

A certificate of insurance evidencing coverage and naming DRCOG, its officers, its employees and the State of Colorado as additional insureds on all general liability policies and shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by DRCOG prior to commencement of the agreement. In the case of qualified self-insurance status, DRCOG may require satisfactory evidence of sufficient funding for such purposes. The certificate shall identify this Contract and shall provide that coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to DRCOG. The completed certificate and/or evidence of qualified self-insured status must be sent with the signed Contract to:

Denver Regional Council of Governments
Attention: Contracts
1001 17th Street, Suite 700
Denver, Colorado 80202

2.5 Coverage Requirements

(a) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this agreement upon which DRCOG may immediately terminate this agreement, or at its discretion, DRCOG may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by DRCOG shall be repaid by Contractor to DRCOG upon demand, or DRCOG may offset the cost of the premiums against any monies due to Contractor from DRCOG.

(b) DRCOG reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(c) The parties hereto understand and agree that DRCOG is relying on and does not waive or intend to waive by any provision of this agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et. seq., C.R.S., as from time to time amended, or otherwise available to DRCOG, its officers, or its employees.

(d) Notwithstanding the above provisions, the Contractor, if a governmental entity, may elect to self-insure for any of the coverage areas required by subsections (b)(1) – (b)(3) of this Section 2. In such case, the Contractor shall maintain a claims fund that is available solely to pay claims against the Contractor that are proven or otherwise settled by the Contractor in its sole discretion. Such claims fund is intended for and available for only those purposes and is not available or allocated to fund a commitment or obligation, if any, or to defend or indemnify any party. Payments out of such funds may require approval by the Contractor's governing body. It is understood and agreed that a commitment by the Contractor to self-insure by the creation of said claims fund does not commit the Contractor to otherwise appropriate funds to fund self-insurance for this Contract or for any other commitment of the Contractor, and it is further understood and agreed that the Contractor has not appropriated funds for such purpose. In case of such election to self-insure, the Contractor shall itself provide DRCOG with written confirmation of the Contractor's self-insured status and the existence of said claims fund.

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Exhibit E: APPROVED SUBCONTRACTORS

Subcontractor(s) will be incorporated into this contract only by written approval from DRCOG. Upon DRCOG approval and contract execution by both parties, approved Subcontractors (listed below, if applicable) shall be made part of this Contract and legally bound to all applicable provisions herein.

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Exhibit F: FIXED ASSETS

Note: This Exhibit F is applicable only to contracts that include funding of a fixed asset acquisition approved by DRCOG.

1.0 FIXED ASSETS

DRCOG hereby approves the acquisition of the fixed assets described in Contractor's Proposal, which is herein incorporated by reference and made a part of this Contract. Fixed assets may include (1) real property (land, buildings, and building improvements); (2) leasehold improvements (remodeling or redecorating of rented or leased spaces); and (3) tangible personal property (office furniture, kitchen equipment and vehicles) with a useful life of more than one year and an acquisition cost greater than $5,000 per unit.

1.1 Real Property.

Title to any real property shall vest in Contractor subject to the condition that the Contractor shall use the real property for the authorized purpose of the project as long as it is needed and shall not encumber the property without approval of DRCOG.

1.2 Equipment.

Title to equipment shall vest in Contractor subject to the following conditions:

1. Contractor shall not use equipment acquired hereunder to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services. All user charges shall be treated as program income.

2. Contractor shall use the equipment in the project as long as needed, whether or not the project continues to be supported by Federal or State funds, and shall not encumber the equipment without the approval of DRCOG. When no longer needed for the original project, the Contractor shall use the equipment in compliance with applicable Federal and State regulations.

3. Contractor shall make the equipment available for use on other projects or programs if such other use will not interfere with the work on the program for which the equipment was originally acquired. First preference for such other use shall be given to other programs, projects, or activities sponsored by DRCOG. Use by others shall be in preference order consistent with applicable Federal and State regulations.

4. When acquiring replacement equipment, Contractor may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment, subject to the approval of DRCOG.

5. Contractor shall maintain accurate equipment records and shall take a physical inventory of equipment and reconcile the results with the equipment records annually. Any discrepancies between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the differences. Contractor shall annually verify the existence, current utilization, and continued need for the equipment. Contractor shall submit to DRCOG annually a property inventory report for all fixed assets acquired under this Contract in the form attached hereto or other report template as approved by DRCOG.

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6. Contractor shall maintain a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Contractor shall implement adequate maintenance procedures to keep the equipment in good condition. In the event the Contractor no longer needs the equipment, Contractor shall contact DRCOG for instructions. In such event, DRCOG reserves the right to order the transfer of title of the equipment to the Federal Government or to a third party named by DRCOG when such third party is otherwise eligible.

1.3 Supplies.
Title to supplies shall vest in the Contractor upon acquisition. Contractor shall not use supplies acquired under this Contract to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services, unless authorized by DRCOG. User charges shall be treated as program income.

2.0 ACQUISITION OF FIXED ASSETS

2.1 Acquire of Asset.
Contractor shall acquire the fixed assets as set forth in its Proposal in compliance with all applicable procurement standards set forth in either State or Federal regulations. Contractor is the responsible authority, without recourse to DRCOG, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this Contract.

2.2 Written Standards
Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of Contractor shall participate in the selection, award, or administration of a contract supported by this Contract if a real or apparent conflict of interest would be involved. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub agreements.

2.3 Procurement
All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Contractor, price, quality and other factors considered.

Contractor shall establish written procurement procedures in compliance with 45 CFR § 74.44.

3.0 ADMINISTRATIVE REQUIREMENTS

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of Rule Manual Volume 10, SUA Policy and Procedure Manual Subsection 313, 45 CFR Part 74 and 45 CFR Part 92, as applicable, regarding acquisition, use and disposition of fixed assets.

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4.0 INSURANCE

In addition to Contractor's obligations to maintain insurance as set forth in the Contract, Contractor shall maintain, at a minimum, insurance coverage adequate to cover the replacement value of all fixed assets.

5.0 USE OF FIXED ASSETS

Fixed assets shall be used for the purposes set forth in this Contract and the Contractor's proposal. Fixed assets may be used on a part-time basis for non-contract purposes as follows:

1. By nonprofit agencies, provided that: (1) a minimum usage fee is charged in accordance with Program Income requirements pursuant to Rule Manual Volume 10; and (2) the part-time usage does not conflict with the use of the equipment for the purposes of the Contract.

2. By profit-making organizations, provided that: (1) a usage fee equal to or greater than the prescribed minimum is charged; (2) usage does not conflict with the use of the equipment for purposes of the Contract; and (3) prior approval has been obtained from DRCOG.

6.0 DISPOSITION OF FIXED ASSETS

6.1 Real Property.
In the event that the Contractor determines that real property acquired under this Contract is no longer needed for the purpose of the original project, Contractor shall obtain written approval from DRCOG for the use of the real property in other Federally sponsored projects. Use in other projects shall be limited to those Federally sponsored projects or programs that have purposes consistent with those authorized for support by DRCOG. If the real property is no longer needed for a Federally sponsored project, then Contractor shall request disposition instructions from DRCOG or its successor.

6.2 Equipment.
In the event Contractor determines that equipment acquired under this Contract is no longer needed for the purpose of the project, Contractor may use the equipment for other activities as follows: for equipment with a current per unit fair market value of $5,000 or more, the Contractor may retain the equipment for other uses provided that compensation is made to DRCOG. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the equipment. If the recipient has no need for the equipment, the recipient shall request disposition instructions from DRCOG.

6.3 Supplies.
If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the project and the supplies are not needed for any other Federally sponsored program, the Contractor shall retain the supplies for use on non-Federally sponsored activities or sell them, but shall, in either case, compensate DRCOG for its share. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the supplies.

6.4 Disposition.
These provisions regarding disposition of fixed assets shall survive termination of the Contract.

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7.0 HHS GRANT

It is agreed by the above parties that should the Department of Health and Human Services ("HHS") or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto.

8.0 CHANGES

Any changes, including any increase in the amount of this Contract, which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in written amendments to this Contract.

9.0 TERMS AND CONDITIONS

The parties agree that this Contract is also subject to the provisions set forth in the Contract between DRCOG and Contractor. If Contractor does not comply with the requirements set forth herein or in the Contract, Contractor agrees to return the value of the fixed assets to DRCOG.

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PROPERTY INVENTORY FORM

DENVER REGIONAL COUNCIL OF GOVERNMENT, AREA AGENCY ON AGING

Inventory Tag Number: _____ Date of physical inventory: _____

Description:
_____
_____
_____
_____

Manufacturer's serial number, model number, or other identification number:
_____

Source of equipment (include award number):
_____
_____

Title in (check one): □ Contractor □ DRCOG

□ Federal Government □ State

Acquisition Date: _____ Acquisition Cost: _____

Percentage of DRCOG share in cost of equipment (attach documentation to calculate percentage): _____

Location of equipment:
_____
_____
_____

Condition of equipment: _____

Unit acquisition cost: _____

Ultimate disposition data:
_____
_____
_____

Signature:_____ Date:_____

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Exhibit G: HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract between the Denver Regional Council of Governments ("DRCOG"), Area Agency on Aging, and "Contractor". For purposes of this Addendum, DRCOG, Area Agency on Aging, is referred to as "AAA" and the Contractor is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. AAA entered into a HIPAA Business Associate Addendum ("State Addendum") with the Department of Human Services, Division of Aging and Adult Services ("Covered Entity" or "CE") as required by the HIPAA Regulations, the Privacy Rule (defined below), which requires the CE, prior to disclosing protected health information to AAA, to enter into a contract containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Addendum.

B. Associate, as a sub-grantee of AAA, has access to certain information, some of which may constitute Protected Health Information ("PHI") (defined below).

C. As a sub grantee with access to PHI, Associate is a Business Associate and subject to obligations with respect to PHI under HIPAA in the same manner as the State Addendum.

D. AAA and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, as amended.

The parties agree as follows:

1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 CFR Parts 160 and 164, as amended ("Privacy Rule"). In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

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c. "Protected Information" shall mean PHI provided by CE or AAA to Associate or created or received by Associate on CE's or AAA's behalf.

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE or AAA, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE or AAA, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 CFR Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to immediately notify Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards consistent with applicable law as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall maintain a comprehensive written information privacy and security program consistent with applicable law that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to AAA in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE and AAA as third party beneficiaries with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to

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AAA by the deadline specified in a written request by AAA so that AAA may comply with any request(s) by CE to AAA for inspection and copying of records to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524.

g. Amendment of PHI. By the deadline specified in a written request from AAA for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to AAA to provide to CE so that CE may fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify AAA in writing within two (2) days of receipt of the request.

h. Accounting Rights. By the deadline specified in written notice by AAA of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to AAA the information required to provide an accounting of disclosures so that AAA many forward such accounting disclosures on to CE so that CE may fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528. As set forth in, and as limited by, 45 CFR Section 164.528, Associate shall not provide an accounting to AAA of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 CFR Section 164.502; (iii) pursuant to an authorization as provided in 45 CFR Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (v) for national security or intelligence purposes as set forth in 45 CFR Section 164.512(k)(2); or (vi) to correctional institutions or law enforcement officials as set forth in 45 CFR Section 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) days of the receipt of the request forward it to AAA in writing, which will forward such request to CE. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to AAA a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary. AAA shall subsequently provide such information to CE.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary, to the extent practicable, to accomplish the purpose of the request, use or disclosure, in accordance

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with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 CFR Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Notwithstanding Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years after termination of the Contract.

m. Associate's Insurance. Associate shall maintain casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify AAA within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, Associate and its agents or subcontractors shall allow CE or AAA to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to AAA pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by AAA, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of

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an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of AAA.

a. Safeguards During Transmission. AAA shall be responsible for using appropriate safeguards consistent with applicable law to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. AAA shall provide Associate with a copy of any notices of changes that it receives from the State pursuant to the State Addendum, including the following: 1) notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate's use or disclosure of Protected Information; 2) any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted or required uses or disclosures; and 3) to the extent that it may affect Associate's permitted use or disclosure of PHI, any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 CFR Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's web site. Associate shall monitor CE's designated web site for notice of changes to CE's HIPAA privacy policies and practices.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by AAA, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by AAA pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, AAA may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, AAA may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from AAA, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which AAA has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by AAA shall be at the Contract price. In the event of a material breach under paragraph 4a, AAA may withhold amounts due Associate as AAA deems necessary to protect AAA against loss from third party claims of improper use or disclosure and to reimburse AAA for the excess costs incurred in procuring similar goods and services elsewhere.

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(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If AAA knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then AAA shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, AAA shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, AAA shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to AAA that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide AAA notice of the conditions making return or destruction infeasible. Upon mutual agreement of AAA and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief.

AAA shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law. Associate acknowledges and agrees that in the event of such impermissible use or disclosure of Protected Information, AAA may seek injunctive relief if: (1) AAA will suffer real, immediate, and irreparable injury which will be prevented by injunctive relief; (2) that AAA has no plain, speedy, and adequate remedy at law; (3) that the granting of a preliminary injunction will promote the public interest in privacy rather than disserve the public interest; (4) that the balance of equities always favors the injunction in such cases; (5) that the injunction will preserve the status quo pending a trial on the merits; and (6) that AAA shall not be required to demonstrate a reasonable probability of success on the merits in order to obtain injunctive relief.

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6. No Waiver of Immunity.
No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now in effect or hereafter amended.

7. Limitation of Liability.
Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer.
AAA makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification.
To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

a. Amendment to Comply with Law.
The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. This Addendum may be amended upon written notice by AAA to Associate, provided that such amendment is necessary to assure ongoing compliance with the State Addendum, HIPAA, the Privacy Rule and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE and AAA must receive satisfactory written assurance from Contractor that Contractor will adequately safeguard all Protected Information. Upon the request of any party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. AAA may terminate this Contract upon thirty (30) days written notice in the event (i) Contractor does not promptly enter into negotiations to amend this Contract when requested by CE or AAA pursuant to this Section or (ii) Contractor does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE or AAA, in their discretion, deem sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A.
Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

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11. Assistance in Litigation or Administrative Proceedings.
Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE or AAA, at no cost to CE or AAA, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against AAA, its directors, officers or employees based upon a claimed violation by associate, its subcontractors, employees or agent of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI covered by this Addendum, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third-Party Beneficiaries.
The Department of Human Services, Division of Aging and Adult Services, is a Third-Party Beneficiary to this Agreement with rights of enforcement and indemnification in the event of any violation of the Contract. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than The Department of Human Services, Division of Aging and Adult Services, CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence.
The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms.
Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate.

15. Representatives and Notice.

a. Representatives.
For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices.
All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.
AAA Representative:

Name:	Tim Feld
Title:	HIPAA Compliance Coordinator
Address:	1001 17th Street, Suite 700 Denver, CO 80202

Contractor/Business Associate Representative:

Name: _____

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Title: _____

Department/Division: _____

Address: _____

_____

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ATTACHMENT to Exhibit G

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract between DRCOG and Contractor and is effective upon contract execution. This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows:
None except as otherwise directed in writing by DRCOG

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows:
None except as otherwise directed in writing by DRCOG

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract:
None except as otherwise directed in writing by DRCOG

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt: Upon the effective date of the contract

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information:
As may be directed in writing by DRCOG or the State

6. Additional Terms. [This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]
None

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Exhibit H: E-VERIFY FEDERAL CONTRACTOR RULE EMPLOYMENT ELIGIBILITY VERIFICATION

(a) Definitions. As used in this clause—

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is—
   i. A commercial item (as defined in paragraph (1) of the definition at 2.101);
   ii. Sold in substantial quantities in the commercial marketplace; and
   iii. Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and
(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—
   i. Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
   ii. Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
   iii. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

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(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

i. All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled in less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

i. Enrollment in the E-Verify program; or

ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

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(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
(2) Has a value of more than $3,000; and
(3) Includes work performed in the United States.

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ATTACHMENT A

DENVER REGIONAL COUNCIL OF GOVERNMENTS

ACH Payment Request Form

***Email request to: Accountspayable@drcog.org**

Section 1 Your Company Information:

Company Name: _____ FED ID: _____

Requested by: _____ Telephone Number: _____

Email address(s) (this is for payment notifications): _____

_____

Section 2 Bank Information*:

Name of Financial Institution: _____

Routing Number: _____

Account Number: _____

ACH Information: By submitting this form, you authorize DRCOG to initiate ACH transactions to the account noted above.

***Please include a voided check or official bank letter with this form.**

For Internal Use Only

Input in GP: _____ _____

Prenote completed: _____ Verified by: _____

EXHIBIT 3 - Authorization for Release of Information to DOUGLAS COUNTY

EXHIBIT 3

Authorization for Release of Information to DOUGLAS COUNTY

Applicant Name (printed): _____

In an effort to better serve applicants requesting our services, we are requesting your consent to disclose certain information you provide to us, which may include personally identifying information or protected health information. Your consent to the disclosure and use of any such protected information is voluntary, and you are not required to consent to the use or disclosure of such information. If you choose not to consent to the disclosure and use of your information, you may still be eligible for certain services but Douglas County may not be able to provide grant funds to assist you in paying for those services.

What Disclosure You Are Authorizing

Federal and/or state law may prohibit the disclosure of protected information you have provided absent express written consent. By signing this Authorization for Release of Information, you are providing express written consent to the disclosure of your information as described in this form.

By signing this form, you consent to the disclosure of your information to Douglas County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting activity to funding agencies. You agree to the release of information such as name; date of birth; partial social security number; address and contact information; gender; income; prescription history; and the fact of certain medical and/or mental health conditions. We DO NOT track or disclose information regarding your HIV or STD status or patient records regarding substance use.

Important Information About Your Consent

Please be aware that the information disclosed based on this authorization may be redisclosed by a recipient and no longer protected by federal or state privacy laws. Not all persons or entities are required to comply with these laws. By signing this form, you release Douglas County from any, and all, liability arising out of or related to the disclosure of information permitted in this form.

Termination of Consent

This consent may be terminated at any time by providing written notice to ***[insert agency name]*** by email at ***[insert agency email address]*** or by delivering a written termination of consent to ***[insert agency address]***. This consent will automatically expire 90 days after assistance or services cease if consent was not previously terminated. Upon receipt of a written termination or expiration of this consent, information may continue to be used and disclosed only to the extent required for reporting purposes for any previously administered services for up to _____ days.

Acknowledgment: By signing this form, I acknowledge that I have read this form and voluntarily agree to its terms.

Printed Name: _____

Signature: _____ Date: _____

Name of agency collecting this Authorization:

_____

EXHIBIT 4 – DOUGLAS COUNTY Community Services System of Care
User Confidentiality Agreement

EXHIBIT 4

DOUGLAS COUNTY COMMUNITY SERVICES SYSTEM OF CARE

User Confidentiality Agreement

In an effort to hold a high standard of data stewardship, I, the undersigned user of the Douglas County Community Services System of Care Data System, herein referred to as "the System," acknowledge that I have been informed and am aware of the confidential nature of the information provided and accessible to me through my use of the System.

I am advised and aware that:

1. Any information received directly from a resident, though a reports and/or stored record shall be confidential.
2. Information may only be shared with an agency, organization or individual for whom consent has been obtained through a signed Authorization for Release of Information by the resident.
3. Nothing in this agreement shall prevent me from commenting publicly about general trends, concerns or aggregate de-identifiable data.
4. Exceptions to this confidentiality agreement will be made as required by state law as it pertains to the mandatory reporting of abuse and neglect of children and at-risk adults.
5. Douglas County will not indemnify me, defend me, or contribute financially to my defense should civil or criminal claims be made against me if I choose to speak publicly concerning information obtained through the System.
6. Any breach of this agreement, including the unauthorized release of confidential information, may be punishable by law, subject me to discipline by my employer and/or result in my removal from future participation in the System.

Printed Name _____ Date _____

Signature _____

_____

Agency

SAMPLE

EXHIBIT 5 – DOUGLAS COUNTY Community Services Partners
Data Security Procedures

EXHIBIT 5

Data Security Procedures

Security Best Practices

The Douglas County Cyber Security Team advises all users of the System to practice the following procedures to the best of their organization's ability.

Personal

- Only authorized users will be permitted access to the Douglas County Community Services System (System).
- All authorized users will be required to sign a confidentiality agreement.
- No data accessed from the System will be shared with non-authorized personnel, including physical copies.
- Keep aware of new cyber security threats and devise education and training to defend against them.
- Be wary and report any attempts to gather data by non-authorized parties, either through social engineering, phishing emails, or other means, to Community Services program staff contact.
- Report any additional incidents to Douglas County program staff.

Technical

- Computers and other devices used to access the System at the agency or by the agency authorized users will have anti-virus and/or advanced malware detection which is run at regular intervals.
- Keep all systems up-to-date with current software patching (Windows Updates, application patches, appliance firmware, drivers, etc).
- Do not save any sensitive, private, or personal data locally outside of the application.
- Control physical access to computers that have authorized access to the System.
- Never share a password with any person or save a password locally; and if a password needs reset, the user will contact the designated Douglas County employee for assistance.

Roles and Access

Each organization should create an internal policy that defines what personnel roles will have access to the System, who participates in those roles and periodically audit these roles.

Incident Reporting

In the event of an incident, all relevant information must be relayed as early as possible to the Douglas County Department of Community Development. Douglas County has an obligation to report data breaches within a statutory deadline.

The following are examples (but not an exhaustive list) of incidents:

- Unauthorized user accesses the system
- Computer that accesses constituent data is compromised by ransomware or virus
- Repeated phishing attempts at authorized personnel
- Social engineering or impersonation attempt to gain access to the system
- Unknown external media (usb, etc) is used on computers that accesses the System
- Computer previously used to access the system is removed through theft or unknown loss
- Unknown performance problems on any computer used to access the System

Partners should feel confident to contact CRSgrants@douglasco.gov to leverage Douglas County cyber security professional expertise in the identification of potential incidents are other educational correspondence.

SUBGRANTEE AGREEMENT
ACASA HOMEMAKER AND PERSONAL CARE SERVICES

Project Title ACASA Homemaker and Personal Care Services	**Agreement Number** ACASAHMKRPC2627
Grantee Rocky Mountain In Home Care, Inc. dba ACASA Senior Care	**Agreement Performance Beginning Date** July 1, 2026
Grantee Unique Entity ID: UW2CLJU1TNK3	**Agreement Performance Expiration Date** June 30, 2027
Grant Maximum Amount: $227,986.00	**CFDA Number:** Homemaker 93.044 Personal Care: N/A

Agreement Purpose

The purpose of this agreement is to improve homemaker and personal care options for vulnerable seniors age 60 and older in all parts of Douglas County.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit 1, Scope of Work and Conditions
2. Exhibit 2, DRCOG Contract EX26040
3. Exhibit 3, Release of Information
4. Exhibit 4, Generic Confidentiality Agreement
5. Exhibit 5, Data Security Procedures

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. The provisions of the other sections of the main body of this Agreement
2. Exhibit 2, DRCOG Contract EX26040
3. Exhibit 1, Scope of Work and Conditions
4. Executed Option Letters (if any)

Principal Representatives: **For Douglas County:**	**For Grantee:**
Kim Smith 100 Third St. Castle Rock, CO 80104 CRSgrants@douglasco.gov	Viktoria Natale 6436 S. Rancine Cir, Ste. 102 Centenninal, CO 80111 info@acasacolorado.com

THIS SUB GRANTEE AGREEMENT ("Agreement") is made and entered into this ____day of _____, 2026, by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** ("County") and **ROCKY MOUNTAIN IN HOME CARE, INC. dba ACASA SENIOR CARE**, a corporation authorized to do business in Colorado ("Sub Grantee"), each acting by and through its duly authorized officers. The County and the Sub Grantee hereinafter collectively referred to as the "Parties" and individually to as a "Party."

WHEREAS:

1. The County, acting in its role as grantee for funding under Title III of the Older Americans' Act (OAA), the State of Colorado Funding for Senior Services (SFSS), grant awarded by the Denver Regional Council of Governments (DRCOG), is able to receive and dispense federal and state funds upon reimbursement from DRCOG.
2. Consistent with DRCOG procedural requirements, the County submitted an application for local older adult personal care services funding assistance.
3. The County and DRCOG entered into contract EX26040 received a total grant award of $798,151.00 ($705,222.00 in OAA and/or SFSS grant funds and $92,929.00 in match funds) for assisted transportation, chore, homemaker and personal care services for older adults and will use a maximum amount of **$227,986.00** on behalf of the subgrantee. This Agreement is intended to memorialize the terms under which the Sub Grantee is to receive the DRCOG grant funds.

NOW, THEREFORE, the County and the Sub Grantee agree as follows:

I. SCOPE OF WORK; APPROVED BUDGET; AND PROVISIONS

1.01 Scope of Work. The Sub Grantee agrees to perform and complete the Scope of Work and Conditions specified in **Exhibit 1** ("Scope of Work"), attached hereto and incorporated herein, in accordance with the terms and conditions of this Agreement and in accordance with all the terms and conditions contained in **Exhibit 2** (Contract EX26040 ("DRCOG Contract")), attached hereto and incorporated herein. Such terms and conditions include, but are not limited to, all supplemental terms and conditions set forth in Exhibit B to the DRCOG Contract, which are incorporated herein. In the event any provisions contained in this Agreement and/or the Scope of Work conflict with the terms of the DRCOG Contract, the DRCOG Contract shall be controlling. The Scope of Work describes the activities to be completed by the Sub Grantee and includes milestones and completion dates. All Scope of Work activities must be consistent with the approved Scope of Work, including the budget. Any proposed change in the Scope of Work must be submitted to the County's Project Manager for written approval. A change in the Scope of

Work is not effective until the Sub Grantee receives written approval from the County.

1.02 Approved Budget. The Sub Grantee agrees to complete the Scope of Work in accordance with the approved budget set forth in **Exhibit 1**.

1.03 Provisions. The Sub Grantee agrees to comply with all provisions in this Agreement including all exhibits.

II. AUTHORIZED USE OF GRANT FUNDS; ELIGIBILITY OF COSTS

2.01 Authorized Use of Grant Funds. The Sub Grantee is only authorized to use the grant funds awarded under this Agreement for cost directly incurred for the Scope of Work activities during the Project Activity Period as specified in **Exhibit 1**. The Sub Grantee shall administer services funded through this Agreement in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised States; 12 CCR 2510-1, Older Americans Act (OAA) Programs (Rule Manual Volume 10); Colorado Department of Human Services, Division of Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as may be amended from time to time. Sub Grantee is subject to all provisions of DRCOG's contract with CDHS.

2.02 Eligibility of Costs. All expenses are subject to DRCOG regulations including, but not limited to:

- All applicable provisions of 2 CFR part 200, 2 CFR part 300 and 45 CFR part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Humans Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants.

All expenses are also subject to the provisions outlined in the DRCOG Contract.

III. AWARD AMOUNT, MATCH, AND PAYMENT

3.01 Project Amount. The total budget of this Scope of Work is **$227,986.00**.

3.02 Maximum Grant Amount. The County awards to the Sub Grantee a grant of **$227,986.00** ("Maximum Grant Amount") to complete approximately **2,752 units (hours) of homemaker services and 2,550 units (hours) of personal care services** as outlined in the Scope of Work. In no event will the County's obligation under this Agreement be more than the Maximum Grant Amount. The County shall bear no

responsibility for cost overruns that may be incurred by the Sub Grantee in the performance of the Scope of Work.

3.03 Local Match. A local match from the County is required for this operating grant. This requirement will be covered through the County's general fund budget. The local match shall not increase the Maximum Grant Amount.

3.04 Reimbursement Contingent Upon the Availability of the Local Match. Reimbursement is subject to and contingent upon the continuing availability of the required local match. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with funds provided to the County by DRCOG that are contingent upon the availability of the required local match. If, for whatever reason, the local match is insufficient, the County is only required to reimburse the Sub Grantee from such funds or any part thereof that are received from DRCOG based on the local match provided.

3.05 Reimbursement. Expenses will be reimbursed by the County for 100 percent of all eligible costs which have been paid to the County by DRCOG. Invoiced expenditures with all required documentation must be submitted to the Project Manager no later than the fifth day of the following month in order to be reimbursed for expenses from the previous month. Sub Grantees must use the approved forms and submit all required documentation as specified.

Sub Grantees shall submit any additional data or other information requested by the County to support the Sub Grantee's reimbursement request and shall submit any additional data or information that may be required by the federal government for reporting to DRCOG and the State of Colorado.

Upon the County's review and approval of the Sub Grantee's reimbursement request, the County will distribute to the Sub Grantee the approved reimbursement amount. The County may deny part, or all, of any reimbursement request if it believes that it is not a supportable Scope of Work expense. No reimbursement will be made which would cause the distribution of grant funds to exceed, cumulatively, such payment limits in Section 3.02. The County may withhold payment if the Sub Grantee is not current in its reporting requirements under Article V. Distribution of any funds or approval of any report is not to be construed as a County waiver of any Sub Grantee noncompliance with this Agreement.

3.06 Repayment of Unauthorized Use of Grant Funds. Upon a finding by the County that the Sub Grantee has made unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the County, the Sub Grantee agrees to promptly repay such amounts to the County.

3.07 Reversion of Unexpended Grant Funds. All funds granted by the County under this Agreement that have not been expended for Scope of Work activities taking place during the Project Activity Period, as defined in Section 6.01 below, shall revert back to DRCOG. Sub Grantee must meet the timeframes outlined in the County's agreement with DRCOG.

3.08 Grant Contingent upon State or Federal Funding. This Agreement is subject to and contingent upon the continuing availability of State Older Coloradoan's funds, or Federal Older Americans' Act funds for the purposes thereof. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with funds provided to the County by DRCOG. DRCOG receives these funds from the State of Colorado, State Funding for Senior Services, or the Federal Older Americans' Act, and therefore, the Sub Grantee expressly understands and agrees that all its right, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds from DRCOG. In the event that such funds or any part thereof are not received from DRCOG, the County may immediately terminate this Agreement without liability, including liability for termination costs.

IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

4.01 Documentation of Scope of Work Costs. All Scope of Work expenses must be supported by proper documentation, including properly executed payrolls, effort reporting or time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

4.02 Establishment and Maintenance of Scope of Work Information. The Sub Grantee agrees to establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to (a) Sub Grantee's performance under this Agreement, and (b) the receipt and expenditure of all grant funds and the Sub Grantee's match documentation (if required) under this Agreement. The Sub Grantee shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall remain intact all Scope of Work information until the latest of:

A. Six (6) years following the term of this Agreement; or
B. If any litigation, claim, or audit is commenced during either such period, when all such litigation claims or audits have been resolved.

4.03 Compliance with HB 18-1128. Sub Grantee shall comply with the applicable provisions of House Bill 18-1128 Concerning Strengthening Protections for Consumer Data Privacy, including any updates or amendments thereto. Compliance shall include, without limitation,

compliance with all required procedures set forth in subpart F of the Scope of Work attached hereto. Sub Grantee shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i), shall maintain security procedures and practices consistent with C.R.S. § 24-73-101, *et seq.*, and has a statutory duty to notify and cooperate with the County in the event of a security breach that compromises personally identifiable information (PII), which means any information maintained about an individual that can be used to distinguish or trace an individual's identity, including but not limited to name; social security number; date and place of birth; mother's maiden name; biometric records; other information linked or linkable to an individual such as medical, educational, financial and employment information; and any other information encompassed in C.R.S. § 24-72-501.

4.04 Audit Requirements. The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of Title II Part 200 of the Code of Federal Regulations, which supersedes Office of Management and Budget (OMB) Circular A-133. The Contractor shall, upon request, make a copy of the audit available for review by DRCOG and/or SUA. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in: Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2 shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

4.05 The Sub Grantee agrees to provide the Project Manager with a report of all audits performed.

V. REPORTING AND MONITORING REQUIREMENTS

5.01 Progress Reports. The Sub Grantee shall provide information about its progress in the Monthly Reimbursement Request forms it submits to the Project Manager. These reports shall include personal care units of service information from customer surveys, and copies of marketing materials, as applicable. The Sub Grantee shall provide applicable details and information

including: data, explanations, descriptions, copies, and sample documents of milestone activities. If there is more than a ten percent deviation from the numbers listed in the milestones in the Scope of Work (**Exhibit 1**), an explanation for that deviation to the progress report(s) shall be added. Progress and change over time shall be evaluated and reported.

A template report form and/or access to the County's electronic data system shall be provided by Douglas County. The Sub Grantee must use the template(s) and electronic format provided for its reports. The Sub Grantee must also submit to the County any other forms and documentation related to the grant that the County requests. The County will furnish electronic copies of all template report forms to be completed and submitted.

5.02 Contents of Reports; Copies. The Sub Grantee agrees to report completely and to provide the County with any additional or follow-up information as may be requested by the County.

5.03 Other Monitoring Activities. To assist the County in monitoring compliance with this Agreement, the Sub Grantee agrees to attend regularly scheduled Sub Grantee meetings as requested by the County and to permit site visits by County staff during business hours, upon reasonable notice. The Sub Grantee agrees to submit to the County a copy of any promotional information regarding the Scope of Work disseminated by the Sub Grantee during the term of this Agreement.

5.04 Changed Conditions. The Sub Grantee shall use due diligence to achieve the milestones set forth in the Scope of Work. The Sub Grantee agrees to notify the County immediately of any development that has or will have a significant impact on performance of the Scope of Work, including, but not limited to, any problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the Scope of Work in accordance with the terms of this Agreement. The notice shall include a statement of action taken or contemplated and any assistance needed to resolve the situation. Additionally, the County will monitor performance on a quarterly basis to ensure milestones are achieved. A ten percent (10%) variance less than or greater than the target will be accepted.

5.05 Special Reporting Requirements. The County is required to report to DRCOG regarding Grant Program Activities. Accordingly, the Sub Grantee agrees to provide the County with any additional follow-up information reasonably requested by the County, in order to meet the County's reporting requirements.

VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION

6.01 Project Activity Period. This Project Activity Period will begin on **July 1, 2026, or the date of execution of DRCOG contract, whichever comes later,** and will end on **June 30, 2027**.

6.02 Term. The term of this Agreement shall extend from the Effective Date of this Agreement to a date sixty (60) calendar days following the end of the Project Activity Period defined in Section 6.01 to permit close out of this Agreement.

6.03 Termination by County for Convenience. The County may terminate this Agreement at any time and for any reason by providing the Sub Grantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, the Sub Grantee shall be entitled to compensation for Scope of Work activities in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the limits in Section 3.02.

6.04 Termination Due to Loss of Funding. The parties acknowledge and agree that Sub Grantee is to be paid, reimbursed or otherwise compensated for the services set forth herein with funds provided to the County by DRCOG. Sub Grantee expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon the County's receipt of such funds from DRCOG. In the event that such funds, or any part thereof, are not received by the County, the County may immediately terminate this Agreement without liability, including costs for termination.

6.05 Termination for Noncompliance. If there has been a material failure to comply with the provisions of this Agreement by either party (a "breach"), the other party may terminate this Agreement after seven (7) calendar days' written notice to the party in breach if such breach is not cured within the seven (7) day period. A material failure of the Sub Grantee to make reasonable progress toward completion of the Scope of Work without good cause and without providing the notices required by Section 5 constitutes a breach. At the County's option, the County may withhold payment of invoices during any period in which the Sub Grantee is noncompliant with this Agreement. If the County finds that the Sub Grantee's noncompliance is willful and unreasonable, the County may terminate or rescind this Agreement and require the Sub Grantee to repay the grant funds in full or in a portion determined by the County, except that Sub Grantee shall not be required to repay funds that the County has reviewed, approved, and distributed except as provided for in Sections 3.05 and 3.06.

6.06 Effect of Scope of Work Closeout or Termination. The Sub Grantee agrees that Scope of Work closeout or termination of this Agreement does not

invalidate continuing obligations imposed on the Sub Grantee by this Agreement. Project closeout or termination of this Agreement does not alter the County's authority to disallow costs and recover funds based on a later audit or other review, and does not alter the Sub Grantee's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

VII. CONTACT PERSONS; PROJECT MANAGER

7.01 Contact Persons. The authorized persons for receipt notices, reports, invoices, and approvals under this Agreement are the following:

The County:

Name:	Kim Smith
Title:	Community Programs Coordinator
Mailing Address:	100 Third St. Castle Rock, CO 80104
Phone:	303-660-7460
Email:	crsgrants@douglasco.gov

The Sub Grantee:

Name:	Viktoria Natale
Title:	Owner/Director of Business Development
Mailing Address:	6436 S. Racine Cir, Ste. 102 Centennial, CO 80111
Phone:	303-949-2273
Email:	info@acasacolorado.com

or such other person as may be designated in writing for itself by either party.

7.02 County's Project Manager. The County's Project Manager for purposes of administration of this Agreement is the person listed for the County in Section 7.01, or such other person as may be designated in writing by the County. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on behalf of the County.

7.03 Sub Grantee Project Manager. The Sub Grantee's Project Manager for purposes of administration of this Agreement is the person listed for the Sub Grantee in Section 7.01, or such person as may be designated in writing by the Sub Grantee. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on the behalf of the Sub Grantee unless otherwise noted.

7.04 Notice. Notice to any party under this Agreement shall be made in writing, addressed as set forth above, and shall be delivered personally during normal business hours, or by prepaid first-class U.S. mail, e-mail or such other

method authorized in writing by the party's Project Manager. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. Email notices shall be effective upon receipt. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

VIII. GENERAL CONDITIONS

8.01 Amendments. The terms of this Agreement may be changed only by mutual agreement of both parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this Agreement.

8.02 Assignment and Sub Grants. The Sub Grantee shall not assign, sub grant, sublet, or transfer any Scope of Work activities without receiving express written consent of the County. Any attempt at assignment, sub granting, subletting, or transferring without such consent shall be void. Activities listed in the Scope of Work shall constitute written consent by the County. Any assignment, sub grant, sublet, or transfer by the Sub Grantee shall be subject to compliance with all terms and conditions of this Agreement including Exhibits 1 and 2.

8.03 Liability. The parties expressly agree that they do not contractually waive any limitations on liability or other immunities or defenses available to them by statute or common law, or activities undertaken pursuant to this Agreement. The Parties understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 120, or otherwise available to the County.

8.04 Relationship of the Parties. Nothing in this Agreement is intended or should be construed in any matter as creating or establishing the relationship of co-partners or a joint venture between the Sub Grantee and the County, nor creating third party beneficiary rights against the County or Sub Grantee, including but not limited to, Sub Grantee's contractors or subcontractors.

8.05 Indemnification. The Sub Grantee assumes liability for and agrees to defend, indemnify, and hold harmless the County, its officers, employees, agents, residents, and tax payers from and against all loses, damages, expenses, liability, claims, suits, or demands, including, without limitation, attorney's fees, arising out of, resulting from this Agreement, or relating to the performance of the Scope of Work by the Sub Grantee or Sub Grantee

employees, agents, or contractors. In addition, the Sub Grantee shall comply with all indemnification and insurance requirements set forth in Exhibit D to the DRCOG Contract**.** If Sub Grantee is served with a pleading or other document in connection with an action before a court or administrative decision making body, and such pleading or document relates to this Agreement or may affect Sub Grantee's ability to perform its obligations under this Agreement, Sub Grantee shall, within 3 days after being served, provide notice to the County of such action and deliver copies of such pleading or document to the County.

8.06 Acknowledgement. The Sub Grantee shall appropriately acknowledge the support received under "the Older Americans Act" in any promotional materials, reports, and publications relating to the Scope of Work.

8.07 Jurisdiction, Venue, and Applicable Law. Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, shall be in state or federal court with competent jurisdiction in Douglas County, Colorado. All matters relating to the performance of this Agreement shall be controlled by and determined in accordance with the laws of the State of Colorado.

8.08 Conflict. In the event that any provisions contained herein conflicts with those in Exhibit 2, provisions in Exhibit 2 shall prevail.

8.09 Extension of Provisions. All provisions herein contained, including the benefits and burdens, shall extend to be binding upon the Sub Grantee, its heirs, legal representations, successors, and assigns.

8.10 Complete Integration. This Agreement, including all Exhibits attached hereto, represents the complete integration of all understandings between the parties and all prior representations and understandings, oral or written, are merged herein.

IX. GENERAL REQUIREMENTS

9.01 Incorporation of Specific Requirements. Specifically, and without limitation, the Sub Grantee agrees to comply with all requirements set forth in Exhibit 2, including all exhibits thereto. By signing this Agreement, the Sub Grantee certifies that it has received and reviewed Exhibit 2 and agrees to comply with all provisions set forth therein.

9.02 Integrity Certification. By signing this Agreement, the Sub Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency. The Sub Grantee further certifies it has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been

exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. This certification is a material representation of fact upon which the County relies in entering this Agreement. If it is later determined that the Sub Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Sub Grantee shall provide to the County immediate written notice if at any time the Sub Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

9.03 Prohibition Against Workers without Authorization. Sub Grantee hereby certifies that it does not and shall not knowingly employ or contract workers without Authorization. By signing this Agreement, Sub Grantee represents and warrants that it will comply with all requirements regarding the same set forth in the DRCOG Contract, including but not limited to those set forth in Sections 2 – 4 of Exhibit B to the DRCOG Contract and Exhibit H to the DRCOG Contract, all of which are expressly adopted and incorporated herein.

9.04 Equal Employment Opportunity. Sub Grantee agrees to comply with all applicable federal laws, regulations, and orders regarding "Equal Employment Opportunity", as may be amended from time to time, and to execute such provisions as are required under Exhibit C to the DRCOG Contract attached hereto.

Sub Grantee shall comply with the appropriate areas of the Americans with Disabilities Act of 1990, as amended, and any other applicable federal, state or local laws and regulations.

The parties adopt and incorporate the requirements of 41 CFR § 60-1.4(a) and 29 CFR § 471, Appendix A to Subpart A, if applicable.

Sub Grantee shall comply with all applicable requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

9.05 No Federal or State Obligation. This grant is financed by state funds administered by DRCOG. However, payments to the Sub Grantee will be made by the County. Neither the United States nor the State of Colorado is a party to this Agreement. No reference in this Agreement to the United States, DRCOG, or any representative of the State or federal government makes the

United States or the State of Colorado a party to this Agreement. The Sub Grantee shall include this clause in any contracts or agreements under this Agreement.

The remainder of this page intentionally left blank.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below. This Agreement is effective upon final execution by both parties.

THE BOARD OF COUNTY COMMISSIONERS: OF THE COUNTY OF DOUGLAS, COLORADO

APPROVED AS TO CONTENT:

_____
George Teal
Chair, Board of County Commissioners

Date: _____

_____
Jennifer L. Eby
Director of Community Services

Date: _____

_____
Hayley Hall
Clerk to the Board

Date: _____

APPROVED AS TO LEGAL FORM:

_____
Arielle J. Denis
Assistant County Attorney

Date: _____

APPROVED AS TO CONTENT:

_____
Douglas J. DeBord
County Manager

APPROVED AS TO FISCAL CONTENT:

_____
Christie Guthrie
Director of Finance

Date: _____

Rocky Mountain In Home Care, Inc. dba ACASA Senior Care
Sub Grantee

_____
By (Signature)

_____
Title

_____
Address

_____
City, State, Zip Code

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day

of _____, _____ by _____.
(month) (year) (name of Subgrantee signatory)

My commission expires:_____

Witness my hand and official seal

_____
Notary Public

EXHIBIT 1—Scope of Work and Conditions

Rocky Mountain In Home Care, Inc. dba ACASA Senior Care, Douglas County, Denver Regional Council of Governments (DRCOG) Older Adult Homemaker and Personal Care Services Agreement

Grant Year	For the period July 1, 2026, through June 30, 2027
Title of Project	ACASA Homemaker and Personal Care Services Sub Grantee Agreement between Rocky Mountain In Home Care dba ACASA Senior Care, and Douglas County for services under contract EX26040.
Project Description	Homemaker and Personal Care services for older adults.

A. Program Description

Sub Grantee is an older adult services program that provides homemaker and personal care services to residents of Douglas County.

B. Project Description

This project accomplishes the goal of improving homemaker and personal care options for seniors age 60 and older in all parts of Douglas County. The increase in homemaker and personal care opportunities will be achieved by leveraging funding for current services.

Sub Grantee will provide homemaker and personal care services for seniors through qualified care staff.

Service Definition for Homemaker Services: Assistance to persons who meet the eligibility requirements for in-home services who are unable to perform two or more of the following instrumental activities of daily living: preparing meals, laundry, shipping for personal items, managing money, using the telephone, or doing light housework.

Service Definition for Personal Care Services: Personal assistance, stand-by assistance, supervision, or cues for persons who meet the requirements for in-home services.

C. Project Budget

1. The twelve (12) month net cost for this project is estimated to be and will be allocated for the Grant Year as follows:

Projects	
Homemaker Services	**$ 118,336.00**
Personal Care Services	**$ 109,650.00**
Total	**$ 227,986.00**

2. Project costs must not exceed the maximum allowable cost of **$227,986.00**.

3. Sub Grantee is solely responsible for all costs this project incurs above the amount Douglas County reimburses to Sub Grantee from DRCOG and County match funds for the share of eligible, actual costs. If the final, actual project cost is less than the maximum allowable cost of $**227,986.00**, the County is not obligated to provide any more of the eligible, actual operational costs.

4. Funds from this grant will pay personal care services on a per-unit basis for adults age 60 and older. One unit of service is defined as one hour of personal care service. Sub Grantee in partnership with the Douglas County Department of Community Services, provides these services.

5. Sub Grantee is responsible for providing monthly reporting on units provided to qualified Douglas County residents under the guidelines of this project. Monthly reports are due to Douglas County no later than the fifth (5^{th}) day of each month. If the 5^{th} day falls on a weekend or holiday, the monthly report will be due on the prior business day.

6. DRCOG and Douglas County require that the service units detailed by this Agreement are provided throughout the grant year.

   a. As such, at least forty percent (40%) but no more than sixty percent (60%) of the contracted **homemaker** funds must be spent by December 31, 2026, and seventy percent (70%) but no more than ninety percent (90%) of the contracted **homemaker** funds must be spent by March 31, 2027. All **homemaker** funds must be spent by June 30, 2027.

   b. As such, at least forty percent (40%) but no more than sixty percent (60%) of the contracted **personal care** funds must be spent by December 31, 2026, and seventy percent (70%) but no more than ninety percent (90%) of the contracted **personal care** funds must be spent by March 31, 2027. All **personal care** funds must be spent by June 30, 2027.

D. Reimbursement Eligibility

1. Sub Grantee shall submit monthly reimbursement requests, including all related documentation to Douglas County. Requests must be within the limits of Sections C, E and F of this Exhibit and shall otherwise comply with the terms of this Agreement.

E. Project Performance

1. Sub Grantee shall track and report the number of total clients and other users of these services during the Grant Year.

Project	**Total Units to be Provided**
Homemaker Services	2,752 hours at $43.00 per one unit
Personal Care Services	2,550 hours at $43.00 per one unit

F. Data Reporting, Sharing, and Confidentiality

1. The County will provide to the Sub Grantee access to its data system or provide a reporting spreadsheet template, through which the Sub Grantee shall capture and report data for all

services provided under this Sub Grantee Agreement. The Sub Grantee shall record and report: (i) participant information; (ii) Household information; (iii) Program data; (iv) Service records; and (v) Funding and expenditure records. Be sure to include trip counts, trip costs, demographic information, information from surveys, narrative program questions, and Douglas County approved copies of marketing materials related to the grant program with your monthly reporting.

2. The County and Sub Grantee agree that sharing client data is necessary to meet client needs. Accordingly, the County and the Sub Grantee agree that client data may be shared between the parties, provided, however, that each party shall protect confidential client information as required by state and federal law and this Agreement. Prior to sharing any client information, the Sub Grantee shall obtain an Authorization for Release of Information ("ROI"), in the form included as **Exhibit 3** to this Sub Grantee Agreement or as otherwise approved in writing by the Project Manager, executed by the client which allows the Sub Grantee to share the client's information with the County and any other sub-grantees specified in the ROI form.

3. The Sub Grantee must comply with all applicable provisions of HB 18-1128 regarding "Personal Identifying Information" as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b) and to "Personal Information" as defined in C.R.S. 24-73-103(1)(g). Personal Identifying Information and Personal Information are referred to collectively herein as "Personal Data." Compliance shall include, without limitation:

    i. Adopting and enforcing a written policy governing the destruction of electronic and paper documents containing Personal Data. The written policy must, at a minimum, require that when electronic or paper documents containing Personal Data are no longer needed, such documents will be destroyed by shredding, erasing, or otherwise modifying the Personal Data so as to make it unreadable or indecipherable through any means;
    ii. Implementing and maintaining reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction. Such procedures must be appropriate in light of the nature of the Personal Data that is provided to the partner and the nature and size of the partner's business and operations;
    iii. Providing immediate written notification to the Project Manager; in the event the partner becomes aware that an unauthorized acquisition of Personal Data compromising the security, confidentiality or integrity of the Personal Data (hereinafter, a "Security Breach") has or may have occurred. The partner shall promptly and in good faith conduct an investigation to determine the likelihood that Personal Data has been or will be misused and shall coordinate with and promptly report the results of such investigation to the Project Manager; crsgrants@douglasco.gov as requested;
    iv. Providing prompt written notification to affected Colorado residents, but in no event later than thirty (30) days after the date of determination that a

Security Breach occurred, in accordance with the provisions of House Bill 18-1128; and

v. To the extent applicable, requiring any third-party service providers, as defined in C.R.S. § 6-1-716(i) and C.R.S. § 24-73-103, to implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed to the third-party service provider and reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure or destruction.

4. In order to help protect client Personal Data from unauthorized access, use, modification, disclosure, or destruction, the Sub Grantee shall: (i) have and enforce a written policy outlining how Personal Data will be collected, maintained, and protected from inadvertent release; (ii) require and provide training on the protection of Personal Data to anyone with access to client confidential information and/or the County's data system or reporting spreadsheet, including but not limited to employees and volunteers; (iii) require anyone with access to client confidential information and/or the County's data system or reporting spreadsheet to execute an acknowledgment, in the form included as **Exhibit 4** or as otherwise approved in writing by the Project Manager, of their obligation to maintain the confidentiality of Personal Data; and (iv) maintain a secure environment that ensures the confidentiality of Personal Data. Attached as **Exhibit 5** are recommendations for best practices to implement and maintain reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction.

G. Special Conditions

1. Sub Grantee may not bill the County under this Agreement until the Agreement is fully executed. No services shall be provided prior to the full execution of the DRCOG Contract.

2. Sub Grantee shall have a valid policy in place to require background checks be conducted for all employees, volunteers, and agents of Sub Grantee providing personal care services. Sub Grantee shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records. Sub Grantee shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual Subsection 401.15, and shall ensure that its employees, volunteers, and agents are in compliance with the restrictions of said Subsection. Sub Grantee shall make available all background check results to Douglas County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting and meeting funding requirements.

3. Sub Grantee shall demonstrate a good faith effort to provide, and certify as applicable, safety-related training for staff, volunteers, and other appropriate personnel.

4. Sub Grantee shall comply with all applicable requirements for establishing and utilizing waiting lists when services are available but cannot be provided to all eligible consumers as set forth in Section 14 of Exhibit B to the DRCOG Contract.

5. Sub Grantee represents and warrants that: (i) it has a consumer complaint/appeal process in place that conforms to all requirements set forth in Section 15 of Exhibit B to the DRCOG Contract; and (ii) it has a process in place to monitor service quality and consumer satisfaction that conforms to all requirements set forth in Section 16 of Exhibit B to the DRCOG Contract.

6. Sub Grantee acknowledges receipt of DRCOG's on-site assessment requirements and shall comply with the on-site assessment requirements.

EXHIBIT 2 – Contract EX26040

Docusign Envelope ID: 30AE07A6-20A1-88B7-83AC-4C6F58129CCE

CONTRACT BY AND BETWEEN THE

DENVER REGIONAL COUNCIL OF GOVERNMENTS
1001 17th Street, Suite 700
Denver, Colorado 80202
("DRCOG")

and

DOUGLAS COUNTY GOVERNMENT
100 Third Street
Castle Rock, Colorado 80104
("CONTRACTOR")

for

Older Adult Services
("Contract")

Project Number 554027/624027 **Contract Number EX26040**

RECITALS:

A. DRCOG is the recipient of grant funds under Title III of the Older Americans Act (OAA) and the State of Colorado (State) Funding for Senior Services (SFSS).
B. DRCOG desires Contractor to render certain services hereinafter described in connection with an undertaking which is expected to be financed under the OAA and SFSS.
C. The Contractor agrees to comply with all relevant provisions of the Contract between DRCOG and the State for OAA/SFS, incorporated herein by reference and made a part of this Contract, as if fully set forth, in the monitoring and administration of this Contract.

NOW THEREFORE, the parties hereto mutually agree as follows:

1.0 SELECTION OF CONTRACTOR

DRCOG hereby selects the Contractor, and the Contractor hereby agrees to perform the services hereinafter set forth in connection with the project of DRCOG under the OAA, and SFSS.

2.0 SCOPE OF WORK

The Contractor shall do, perform, and carry out, in a satisfactory manner, as determined by DRCOG, all work elements described in the Contractor's Proposal submitted for funding (as approved and as may be amended, from time to time, by DRCOG) which is herein incorporated by reference and made a part of this Contract and which is summarized in Exhibit A, Scope of Work, of this Contract. The Contractor will administer services funded under this Contract in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised Statutes; 12 CCR 2510-1, Older Americans Act Programs (Rule Manual Volume 10); Colorado

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Department of Human Services, Division of Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as from time to time may be amended.

3.0 ADMINISTRATIVE REQUIREMENTS

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of 45 CFR, Part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Humans Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants. Contractor is subject to all provisions of DRCOG's contract with CDHS (see Section 18B of the State contract). In addition, Contractor must also comply with the State Unit on Aging Policy and Procedure Manual, as may be amended.

4.0 TIME OF PERFORMANCE

Services of the Contractor shall commence upon Contract execution or July 1, 2026 whichever comes later. Services shall be undertaken in such sequence as to assure completion of all services required hereunder by June 30, 2027. Funding levels shall be awarded annually, and funding of this Contract is conditioned upon funds being made available to DRCOG for such purposes.

Services cannot commence prior to an executed contract.

After the initial term, at DRCOG's discretion, this contract may be extended for one (1) additional one-year terms. Services eligible for the extension are determined annually by DRCOG. If eligible, Contractor shall receive notice from DRCOG no later than January 31 of the then current year. Contractor shall submit to DRCOG a proposal including but not limited to, a detailed budget (outlining administrative, travel, equipment, contractual services, staff training/education and indirect costs), the number of units of services proposed to be provided (both compensated and non-compensated), the proposed unduplicated clients to be served, proposed matching funds (cash and in-kind), and anticipated program income by 5:00 P.M. on March 1 of the then current year,. The scope of compensated services proposed shall not change without DRCOG's written permission. Contract amounts for the additional terms may vary according to the level of available funds.

5.0 PAYMENT TERMS

5.1 Maximum Amount

DRCOG agrees to reimburse the Contractor for allowable project expenses up to but not exceeding the sum of **$705,222.00** in **OAA and SFSS** funds and based on the cumulative number of service units delivered after applying program income. The total **OAA and SFSS** dollars, contracted units of service, and cost reimbursement rate are outlined in Exhibit A, Scope of Services attached hereto.

5.2 Other Contributions

Contractor cash match, Contractor in-kind services, Contractor program income/client contributions, and State cash match contributions, if applicable, are also outlined in Exhibit A, Scope of Services attached hereto.

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5.3 In-Kind Contributions

Valuation of in-kind contributions shall show how the contribution was computed and must be incorporated into the Contractor's accounting records. Supplies, volunteer services and other contributions shall be valued as described under 45 CFR, Part 74, Subpart C.

6.0 HHS GRANT

It is agreed by the above parties that should the HHS or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto. Unearned payments under this Contract may be suspended or terminated in the event that the Contractor refuses to accept additional terms or conditions to this Contract that may be imposed by HHS, the State or DRCOG after the effective date of this Contract.

7.0 CHANGES

Except as may be expressly provided in this Contract, including its Exhibits and Attachments, any changes, including, without limitation, any increase in the amount of this Contract, changes in the scope of services, or service unit reimbursement rate which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in a written amendment to this Contract.

8.0 DEBARMENT, SUSPENSION

By signing this Agreement, the Contractor represents that its organization and its principals and employees are not suspended, debarred, excluded from participation, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department. If Contractor, its principals, employees or agents become ineligible to participate in any such program during the term of this Contract, Contractor shall notify DRCOG in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

9.0 UNIQUE ENTITY ID

System for Award Management (SAM) and Unique Entity ID Requirements: Contractor must obtain a unique entity identifier (UEI), but is not required to fully register in Sam.gov. Contractor shall provide its Unique Entity ID to DRCOG, and shall update Contractor's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's information Start here to request a new UEI in SAM.gov .

10.0 CERTIFICATE OF GOOD STANDING

Proof of Registration with Colorado Secretary of State: Contractor shall furnish a Certificate of Good Standing from the Colorado Secretary of State's Office, as proof that it is properly registered to do business in the State of Colorado. Such Certificate shall be provided with the signed Agreement; **provided however, the foregoing shall not apply to the State, its agencies, municipalities, counties, political subdivisions, special districts, or other public entities.**

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11.0 CORA DISCLOSURE

To the extent not prohibited by federal or state law, this Contract and the Work are subject to public release through the Colorado Open Records Act, CRS § 24-72-200.1, *et seq.*, as may be updated from time to time.

12.0 COLORADO LAW FOR PERSONS WITH DISABILITIES

To the full extent possible, Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level A and Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

13.0 TERMS AND CONDITIONS

The parties agree that this Contract is also subject to the provisions set forth in the Exhibits and Attachments of this Contract, attached hereto and incorporated herein.

14.0 AUTHORITY

The undersigned signatories of Contractor represent that they have been duly authorized to execute this Agreement and have full power and authority to bind Contractor to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital or submitted by facsimile or electronic mail are their own. Contractor further understands and agrees that no further certification authority or third-party verification is necessary to validate any signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the _____ day of _____, 20___ and acknowledge that the signatures hereon, whether handwritten, typed, electronic, or digital or submitted by facsimile or electronic mail, are sufficient and legally binding.

DENVER REGIONAL COUNCIL OF GOVERNMENTS	**DOUGLAS COUNTY GOVERNMENT**
By: _____	By: _____
Douglas W. Rex, Executive Director	Title: _____
ATTEST:	ATTEST:
By: _____	By: _____
Roberta Cole, Manager Contracts & Budget	Title: _____

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Exhibit A: SCOPE OF WORK

Agency Information

Organization Name: Douglas County Government

Doing Business As: Department of Community Development

Address: 100 Third Street Castle Rock, CO 80104

Phone: (303) 660-7400

Unique Entity ID: LXE5XEA44AH6

Organization URL: https://www.douglas.co.us/

Agency Director: George Teal

Agency Director Phone: (303) 660-7401

Agency Director Email: BOCC@douglas.co.us

Approved Indirect Rate w/Base: N/A

Agency Description: Douglas County's goal is quality of life for all citizens. This includes keeping people safe, ensuring access to resources and services, and supporting the most vulnerable County residents

Project Term Date: July 1, 2026 – June 30, 2027

Primary Contact
Primary Contact Name: Kimberly Smith
Primary Contact Email: 303-660-7347
Primary Contact Phone: ksmith@douglasco.gov

Grant General Information
Title of Proposal: Douglas County Older Adult Services 26-27

Purpose
DRCOG is sub-awarding funds to the above subrecipient for the services identified within this scope of work. The scope of work is generated from the proposal submitted to DRCOG the notice of funding opportunity issued for Older Americans Act and State Funding for Senior Services funds. Subrecipient must adhere to the information contained within the proposal that was submitted and the detailed budgets provided in DRCOG's grant management system. This includes the budget narrative and service narrative section submitted.

Total Project Budget

Revenue Source	Amount
Total Contracted Funds	$705,222.00
Total Cash Match	$66,850.00
Total In-kind Match	$26,079.00
Total State Part E Match	$ 0.00
Total Estimated Program Income	$ 0.00
Total Revenue (Less Program Income)	**$798,151.00**

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Appropriations

Service	Project Number	CFDA	Description	Amount
Assisted Transportation	554027	93.044	Federal Older Americans Act Title III Part B	$299,700.00
Chore	554027	93.044	Federal Older Americans Act Title III Part B	$16,800.00
Homemaker	554027	93.044	Federal Older Americans Act Title III Part B	$201,972.00
Personal Care	624027	N/A	State Funding for Senior Services	$186,750.00

Service: Assisted Transportation

Service Description

Douglas County will provide assisted, door-to-door transportation services to support older adults who need reliable access to medical care, essential errands, and community resources. Assisted transportation addresses mobility limitations, safety concerns, and lack of access to private and public transportation options, allowing older adults to remain independent and connected while meeting basic daily needs.

To deliver this service, Douglas County contracts with Aging Resources of Douglas County (ARDC) and the Castle Rock Senior Activity Center (CRSAC), both of which have extensive experience operating demand-response transportation programs for older adults. Douglas County provides active oversight by reviewing service data, monitoring performance, ensuring accurate reporting, and guiding providers on program expectations and Older Americans Act requirements.

Older adults may access assisted transportation through self-referral or referral from Douglas County First Call, Human Services, or community-based organizations. Providers screen individuals to confirm eligibility and assess trip needs, including mobility requirements and trip purpose. Priority is given to older adults with the greatest economic and social need, with medical and health-related trips prioritized when capacity is limited. Clients are informed of grievance procedures, nondiscrimination policies, and voluntary contribution guidelines.

Trips are scheduled on a door-to-door basis to ensure safety and accessibility. To better meet growing demand, Douglas County will increase planned assisted transportation units from 8,563 to 8,904 in the current year while maintaining the same funding request. This increase will be achieved through overmatching the grant and increasing the County's cash match contribution to nearly 10 percent of the total grant request, demonstrating Douglas County's commitment to maximizing service delivery and leveraging local resources to meet older adult transportation needs.

With continued grant support, this coordinated and cost-effective approach will ensure assisted transportation remains an essential service for older adults who would otherwise face significant barriers to accessing care and community resources.

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State Service Definition

Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

1 Unit = 1 One-Way Trip

Service Budget

Revenue

Funding Source	Amount
Contracted Funds	$299,700.00
Cash Match	$29,748.00
In-kind Match	$7,451.00
State Part E Match	$0.00
Estimated Program Income	$0.00
Total Revenue (Less Program Income)	**$336,899.00**

Expenses

Expense Category	Amount
Personnel	$7,451.00
Travel	$0.00
Equipment	$0.00
Contractual Services	$329,448.00
Supplies	$0.00
Indirect	$0.00
Other Expenses	$0.00
Total Expenses	**$336,899.00**

Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	8,904
Gilpin	0
Jefferson	0
Total	8,904

Reimbursement Rate: Actual Cost

Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0

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Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	120	20	47	1	470
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
Total	120	20	47	1	470

Service: Chore

Service Description
Douglas County will provide chore services that address essential safety-related household tasks, such as yard clean-up, debris removal, and minor home safety activities. These services reduce fall risks and help older adults with mobility or functional limitations remain safe in their homes.
Douglas County contracts with Aging Resources of Douglas County (ARDC) to deliver these services. ARDC uses trained paid staff and screened volunteers, allowing the program to complete a wide range of tasks efficiently while maximizing resources. The County provides oversight through monthly data reviews, performance monitoring, and verification of compliance with OAA requirements.

Clients may enter the program through self-referral or referrals from County departments, churches, and other community agencies. ARDC conducts an eligibility assessment and collects all OAA-required demographic and functional information. Clients also receive information on grievance procedures, nondiscrimination policies, and other available services.
Once enrolled, chore tasks are scheduled based on need and safety priorities, with volunteers typically handling group yard projects and staff completing tasks that require additional skills or physical capacity. All services are documented, and changes in client needs are addressed through referrals to complementary support.

To better meet rising demand, Douglas County will increase planned chore service units from 534 to 1,030 in the current year while maintaining a cost-effective unit rate. This increase will be achieved through overmatching the grant and increasing the County's cash match contribution to 10 percent of the total grant request, demonstrating Douglas County's commitment to maximizing service delivery and leveraging local resources to ensure more older adults receive essential assistance that supports aging in place.

Through strong provider partnerships, trained personnel, and consistent County oversight, chore services remain a dependable, essential resource for older adults in Douglas County.

State Service Definition

Chore services are those services designed to increase the safety of older adults living at home such as assistance with heavy housework, yard work or sidewalk maintenance. Chore service activities are one-time, seasonal or occasional in nature, and shall be planned with input from the older adult based on an evaluation of the older adult's strengths and needs, and the degree of physical and/or cognitive impairment of the older adult.

1 Unit = 1 Hour

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Service Budget

Revenue

Funding Source	Amount
Contracted Funds	$16,800.00
Cash Match	$1,664.00
In-kind Match	$3,726.00
State Part E Match	$0.00
Estimated Program Income	$0.00
Total Revenue (Less Program Income)	**$22,190.00**

Expenses

Expense Category	Amount
Personnel	$3,726.00
Travel	$0.00
Equipment	$0.00
Contractual Services	$18,464.00
Supplies	$0.00
Indirect	$0.00
Other Expenses	$0.00
Total Expenses	**$22,190.00**

Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	577
Gilpin	0
Jefferson	0
Total	577

Reimbursement Rate: Actual Cost

Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	13	3	6	0	75
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
Total	13	3	6	0	75

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Service: Homemaker

Service Description

Douglas County will provide homemaker services to support older adults who need assistance maintaining a clean, safe, and healthy home environment. These basic housekeeping supports, including removing clutter, dusting, vacuuming, mopping, bathroom and kitchen cleaning, laundry, and changing bed linens, allow clients to remain safe in their homes and help reduce health and safety risks associated with declining mobility and functional limitations.

To deliver these services, Douglas County contracts with three licensed Colorado in-home care providers: Visiting Angels, Home Instead, and ACASA Senior Care. Each agency has extensive experience serving older adults and maintains established working relationships with local hospitals, clinics, and community partners. Douglas County plays an active oversight role by monitoring performance, reviewing monthly service data, ensuring accuracy of all required reporting, and guiding providers on program expectations and grant metrics. All agencies comply with the state home care licensing requirements and employ trained, screened, and supervised homemaker staff who follow consistent quality and safety standards.

Clients may access the program through self-referral or referral from Douglas County Community Services, Human Services, health care partners, or community organizations. Once a referral is received, a contracted provider contacts the individual to complete an in-home eligibility assessment. Staff collect all OAA-required information, which includes age, demographic details, residential address, functional limitations, and the client's specific homemaker needs. Clients are also informed about additional services for which they may be eligible, along with the program's grievance procedures, nondiscrimination, and voluntary contribution policies.

After enrollment, trained homemaker staff provide services based on an individualized service plan. Providers make every effort to assign consistent staff to support continuity, and they maintain regular supervision and quality assurance oversight. Douglas County reviews service trends across agencies, monitors adherence to contract requirements, and collaborates with providers to address any service gaps or challenges. All visits and units delivered are documented, and providers respond when client needs change or when additional support may be appropriate.

To better meet growing community demand, Douglas County is increasing its planned homemaker service units from 5,449 to 5,504 this year while keeping the funding request the same. This allows the program to serve more older adults at a stable and competitive unit cost. With continued grant support, this coordinated and professionally managed approach will ensure that homemaker services remain a reliable and essential resource for older adults who would otherwise be unable to afford these services.

State Service Definition

Assistance to persons who meet the eligibility requirements for in-home services and who are unable to perform two or more of the following instrumental activities of daily living: preparing meals, laundry, shopping for personal items, managing money, using the telephone, or doing light housework.

1 Unit = 1 Hour

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Service Budget

Revenue

Funding Source	Amount
Contracted Funds	$201,972.00
Cash Match	$18,188.00
In-kind Match	$7,451.00
State Part E Match	$0.00
Estimated Program Income	$0.00
Total Revenue (Less Program Income)	**$227,611.00**

Expenses

Expense Category	Amount
Personnel	$7,451.00
Travel	$0.00
Equipment	$0.00
Contractual Services	$220,160.00
Supplies	$0.00
Indirect	$0.00
Other Expenses	$0.00
Total Expenses	**$227,611.00**

Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	5,504
Gilpin	0
Jefferson	0
Total	5,504

Reimbursement Rate: $36.70

Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	63	11	26	1	253
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
Total	63	11	26	1	253

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Service: Personal Care

Service Description

Douglas County will provide personal care services to support older adults who need hands-on assistance with activities of daily living, including bathing, dressing, grooming, mobility assistance, toileting, and medication reminders, to remain safe and independent at home. These services are critical for older adults with declining physical function and lacking a support network.

To deliver personal care services, Douglas County contracts with three licensed Colorado in-home care providers: Visiting Angels, Home Instead, and ACASA Senior Care. Each agency has extensive experience serving older adults and maintains established working relationships with local hospitals, clinics, and community partners. Douglas County plays an active oversight role by monitoring performance, reviewing monthly service data, ensuring accuracy of all required reporting, and guiding providers on program expectations and grant metrics. All agencies comply with state home care licensing requirements and employ trained, screened, and supervised personal care staff who follow consistent quality and safety standards.

Clients may self-refer or be referred by Douglas County Community Services, Human Services, Adult Protective Services, health care partners, or community organizations. A contracted provider completes an in-home eligibility assessment, gathers all OAA-required demographic and functional information, and develops an individualized care plan. Clients also receive information about other available services, voluntary contribution policies, and grievance and nondiscrimination procedures.

After enrollment, providers assign consistent personal care staff whenever possible and adjust services when client needs change. Douglas County monitors service trends, collaborates with providers to address gaps, and ensures that grant-funded hours are directed to older adults with the greatest need. All visits and units delivered are documented, and providers respond when client needs change or when additional support may be appropriate.

To better meet community demand, Douglas County is increasing planned personal care units from 4,961 to 5,100 this year while keeping the funding request the same. This efficiency allows the County to serve more vulnerable residents at a stable, competitive unit cost. With continued grant support, personal care services will remain a vital resource enabling older adults to safely age in place and avoid institutionalization.

State Service Definition

Assistance (Personal assistance, stand-by assistance, supervision or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person’s home and possibly other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs) for persons who meet the requirements for in-home services.

1 Unit = 1 Hour

Service Budget

Revenue

Funding Source	Amount
Contracted Funds	$186,750.00
Cash Match	$17,250.00
In-kind Match	$7,451.00
State Part E Match	$0.00
Estimated Program Income	$0.00
Total Revenue (Less Program Income)	**$211,451.00**

Expenses

Expense Category	Amount
Personnel	$7,451.00
Travel	$0.00
Equipment	$0.00
Contractual Services	$204,000.00
Supplies	$0.00
Indirect	$0.00
Other Expenses	$0.00
Total Expenses	**$211,451.00**

Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	5,100
Gilpin	0
Jefferson	0
Total	5,100

Reimbursement Rate: $36.62

Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	10	1	5	1	35
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
Total	10	1	5	1	35

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Non-Compensated Services

Services	Units
Information and Assistance	50
Outreach	520
Nutrition Education	0
Nutrition Counseling	0

Performance Standards

1. Performance will be reviewed throughout the grant agreement. Subrecipient will need to report to DRCOG whenever one or more of the following occurs:
    a. Budget changes in excess of 10% of the total budget for any expense.
    b. Project schedule changes.
    c. Project outcomes were not met.
    d. Identification of problem areas and how the problems will be solved.
    e. Expected impacts and the efforts to recover from delays.
2. Prior written approval from DRCOG must be obtained for budget changes in excess of 10% of the total project or for any expense, project schedule changes, and any changes to this scope of work or services provided.
3. DRCOG will periodically review the estimated unit and clients served by county in this scope of work against the actual clients and units provided. Subrecipient will need to provide an explanation and details on outreach efforts to counties identified in the proposals are not served. Variances greater than 10% may require an explanation to be submitted to DRCOG.
4. Subrecipient must submit monthly claims to DRCOG for eligible costs incurred after the date of execution of this Grant through WebGrants. Claims must be submitted on the 15th of the month following the month expenses were incurred. For example, for expenses incurred in January, invoice(s) should be submitted by February 15. If the 15th falls on a weekend or holiday, the reimbursement request will be due the business day before.
    a. For actual cost services, monthly claim submissions must include supporting documentation for costs incurred. Expenses incurred will be reviewed for allowability prior to payment being made.
    b. For all services, monthly claim submissions must include units of service provided by county to be reimbursed. Expense cannot be reimbursed without units being provided.
5. Subrecipient must utilize the most recent State Participant Information Assessment forms or ask the same questions and enter that data timely into SUDS. DRCOG will review required data reporting quarterly and subrecipient must enter in any missing data identified during this review with the timelines identified by DRCOG staff.

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Exhibit B: TERMS AND CONDITIONS

The following supplemental terms and conditions apply to the Contract herein and take precedence over any conflicting language within the Contract.

1. Personnel.
The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with DRCOG.

2. Employment Eligibility Verification (Federal requirement).
If this Contract includes an award of Federal funds of more than $3,000, Contractor must also comply with the E-Verify Federal Contractor Rule set forth in Exhibit H, attached hereto and incorporated herein by reference, which requires the Contactor to use the E-Verify program to verify the employment eligibility of all employees assigned to the Contract and all new hires. If Contractor uses one or more subcontractors to provide services under the Contract, Contractor shall include the language set forth in Exhibit H in any subcontract that is: (1) for commercial or noncommercial services or construction; (2) has a value of more than $3,000; and (3) includes work performed in the United States. Contractors who are State or local governments, institutions of higher education, or governments of a Federally recognized Indian tribe are not exempt from these requirements; however, such entities may choose to verify only those employees who are assigned to the Contract, whether existing employees or new hires, as further detailed in Exhibit H.

3. Qualifications.
All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

4. Background Check; Driver's License.
Contractor shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records check, shall be conducted for all employees, volunteers, and contractors of Contractor providing services delivered via one-to-one contact or as specified in the SUA Policy and Procedure Manual, Subsection 401.15. Contractor shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual, Subsection 401.15, and shall ensure that its employees, volunteers, and contractors are in compliance with the restrictions of said Subsection. Effective January 1, 2019, Contractor shall comply with the requirements outlined in SUA Policy and Procedure Manual Subsection 401.16 and the correlated DRCOG policy in which it is stipulated that a Colorado Adult Protective Services (CAPS) background check is conducted prior to hiring or contracting with a new employee who will provide direct care to an at-risk adult. Employees, volunteers, or contractors responsible for transporting consumers shall have a valid Colorado driver's license and shall not have any alcohol related offenses in the past three years, or two or more convictions or chargeable accidents within the past two years.

5. Sub-grant or Subcontract.
None of the work or services covered by this Contract shall be sub-granted or subcontracted to any other party except for those listed on Exhibit E (*without the prior written approval of*

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DRCOG). Failure to obtain DRCOG's prior approval of any additional sub-grantors or subcontractors shall result in the disallowance of reimbursements for any services provided by sub-grantor or subcontractors not previously approved. Contractor shall verify that all sub-grantees and subcontractors have not been excluded or disqualified pursuant to 2 CFR Part 376 prior to submitting such sub-grantees or subcontractors to DRCOG for approval and shall certify that the proposed sub-grantees and subcontractors are neither excluded nor disqualified by a Federal agency. Any approval by DRCOG of a sub-grantee or subcontractor shall be effective only through the current contract fiscal year and subject to the continuing requirement of non-exclusion or non-disqualification pursuant to 2 CFR Part 376. It shall be Contractor's responsibility to submit verification of such non-exclusion or non-disqualification upon request. See also section 8.0 herein.

6. Licensure.
Where the State or local public jurisdictions require licensure for the provision of social services provided hereunder, the Contractor shall be licensed and shall meet all requirements of licensure. Contractor shall provide DRCOG notice of any action to revoke or suspend any such licenses as well as any actual suspension or revocation of any licenses within 48 hours of Contractor receiving notice.

7. Contractor Training.
Contractor shall complete mandatory training through DRCOG at least biannually (or more often if deemed appropriate by DRCOG) regarding contract management of this Contract.

8. Monitoring and Reporting Program Performance.
The activities of Contractor in providing the services set forth under this Contract shall be monitored by DRCOG in accordance with the applicable provisions of 45 CFR Part 74 and 45 CFR Part 92, other applicable Federal regulations, and this Contract. DRCOG will monitor all activities of Contractor supported by this Contract to assure that the services being performed are consistent with the Contract and applicable Federal and State regulations. Contractor acknowledges that disclosure of protected health information to DRCOG is permitted pursuant to Federal law.

9. Performance Management.
Contractor shall meet or exceed applicable Performance Measures and Contract Performance Measures as outlined in the State Contract with DRCOG. Contractor acknowledges that such performance measures shall evolve to meet the objective of measuring key performance outcome indicators for the work of the Contractor. DRCOG may, at its discretion, require periodic progress reports from the Contractor describing the current status of the service program or project. Notwithstanding, Contract shall promptly notify DRCOG of any issues or concerns that may materially impact contract performance.

10. Monthly Data Entry.
The Federal Administration on Community Living requires certain Older Americans Act data to be reported in the Older Americans Act Performance System (OAAPS). To assist in the data collection for NAPIS, the State requires all Contractors to report services provided in the State software system as designated and assigned by the State. The State software system is currently the State Unit Data System, also referred to as SUDS. System training is available each year and is mandatory for all of Contractor's staff who have been granted access to the State's software system. Contractor shall enter the previous month's service data into the State software system **no later than the fifteenth of the following month**. If the fifteenth of the month falls on a holiday or weekend, then entering of all data shall be due the business day

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prior to the fifteenth. Contractor may not seek reimbursement for services that have not been adequately entered into the State system unless otherwise approved in writing by DRCOG. Failure to enter the State software system data correctly and timely is a violation of this Contract and DRCOG may exercise any remedies available under the Contract or at law, including withholding payments.

11. Cost Analysis/Grant Close-out Report.
Contractor shall prepare and submit to DRCOG by no later than July 31 of the State fiscal year then ended, a cost analysis report in a form approved by DRCOG, comparing actual costs incurred to reimbursements received from DRCOG. In addition, Contractor must maintain adequate supporting documentation of costs reimbursed and submit such backup information with the cost analysis report. If requested by DRCOG at any other time during the contract term, and/or if additional documentation is required, Contractor shall comply with such request.

12. Services Performance Report and Reimbursement Requests.
Contractor shall submit a monthly service performance report and reimbursement request in a form prescribed by DRCOG. Such report and request shall be filed on or before the fifteenth day of the month following the month in which services are provided, throughout the term of the Contract. If the fifteenth of the month falls on a holiday or weekend, then submissions shall be due the business day prior to the fifteenth. Failure to submit the monthly report and reimbursement request by the prescribed due date may delay processing of payments until the next calendar month or in the case of the final months' reports due on July 15 may result in denied payment by DRCOG. Contractor is responsible for the timely filing, completeness and accuracy of all service performance reports and reimbursement requests. All reports are subject to verification by DRCOG.

Contractor may not receive reimbursement for more than the actual costs incurred for the contracted service. The monthly reimbursement request must reflect actual costs incurred that can be adequately supported with documentation and that are within the calculated limit of grant funds available for drawing down that month. Costs must abide by the service budget approved by DRCOG and, notwithstanding, must be both reasonable and allowable. DRCOG agrees to reimburse Contractor via Electronic Funds Transfer (EFT) (Attachment A) into the bank account designated by Contractor upon approval of reimbursement request during regularly scheduled payment cycles.

13. Waiting Lists.
Waiting lists shall be established by the Contractor when services are available but cannot be provided to all eligible consumers requesting services. In such circumstances, Contractor shall place eligible consumers on a waiting list. Waiting list procedures must be consistent for and equitable to all eligible consumers. Contractor shall give priority to Older Americans Act targeted populations and to persons in emergency situations where the health, safety, and welfare of the applicant is in jeopardy. Additionally, due consideration shall be given to the individual's time kept on a wait list. Persons shall be removed from the waiting list in accordance with SUA Policy and Procedure Manual, Subsection 205c. Contractor shall develop a waiting list procedure in compliance with the policies set forth in Subsections 205b and 205c of the SUA Policy and Procedure Manual, as amended from time to time and, regardless of whether or not there are consumers waiting for service. Waiting list documentation may be kept in hard copy or electronically but must be printable and made available for review upon request by DRCOG or the SUA. Contractor shall retain waiting list documentation and shall not destroy any such records until notified by DRCOG.

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14. Consumer Complaint/Appeal Process.
The Contractor shall develop a procedure for service recipients to use in the event that they wish to file a complaint. In addition to receiving such procedures, all consumers must be informed of their rights in the complaint and appeal process. Procedures must be in compliance with SUA Policy and Procedure Subsection 501 and as directed by DRCOG. Complaint/appeals documentation may be kept in hard copy or electronically but must be printable. Contractor shall retain complaint/appeal documentation and shall retain records in accordance with Section 21 herein.

15. Evaluation.
Contractor shall implement a quality improvement process, which includes, at a minimum, monitoring of service quality and consumer satisfaction. Methods of receiving consumer input on the quality of services shall be established, documented and utilized by the Contractor on a regular basis throughout the term of this Contract. Examples include site councils, projects councils, consumer forums, consumer satisfaction surveys, telephone interviewed, and visits. Contractor shall, upon DRCOG's request provide information evidencing Contractor's compliance with these requirements. In addition, Contractor shall distribute an annual consumer satisfaction survey designed by the State to a minimum of fifty percent (50%) of registered consumers starting in the month of February. Responses from such surveys shall be collected for reporting by the Contractor per instructions from DRCOG.

16. Voluntary Contributions and Non-eligible Recipient Fees.
Contractor shall (1) provide each recipient with an opportunity to voluntarily contribute to the cost of the service; (2) clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary; (3) protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; (4) establish appropriate accounting procedures to safeguard and account for all contributions; (5) use all collected contributions to expand or enhance the service for which the contributions were given; and (6) identify the income as program income and expend it in accordance with Section 26 below. Contractor shall establish minimum standards and procedures for the responsible collection of, handling, and safeguarding of consumer contributions and non-eligible recipient fees in compliance with SUA Policy and Procedure Manual, Subsection 310.

17. On-Site Evaluation.
The Contractor may be subject to an on-site evaluation by DRCOG and/or the State and shall upon such notice, cooperate fully with requirements for the on-site evaluation, as instructed by DRCOG and/or the State.

18. Policy Changes.
From time to time during the term of this Contract, DRCOG and/or the State Unit on Aging may revise or adopt policies and procedures that relate to services provided under this Contract. Upon written notice of such changes to policies or procedures, Contractor shall incorporate them into their practices and comply with the provisions thereof.

19. Eligibility Assessments.
The Contractor shall conduct an assessment of individual eligibility prior to the delivery of any registered services and for specified services, at least annually thereafter as outlined in the SUA Policy and Procedure Manual for such services. The standardized assessment form provided by DRCOG must be utilized and may not be altered, although an addendum to the assessment may be attached to collect additional information for use by the Contractor. Contractor may conduct assessments in an electronic format provided that the form collects the same

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information as required by the DRCOG assessment and has been preapproved in writing by DRCOG. Any addendum to the assessment must also be approved in advance by DRCOG. Eligibility for services provided under this Contract shall be only that the individual receiving service is age 60 or above unless other eligibility requirements exists within Rule Manual Volume 10 or SUA Policy and Procedure for the contracted service. A means test may not be utilized to determine eligibility for OAA/SFSS services.

20. Target Populations.
The Contractor shall assure compliance with federal and state requirements to target the following populations of older adults: (1) greatest social need, (2) greatest economic need, (3) at risk for institutional placement, (4) low-income minority, (5) limited English proficiency, and (6) residing in rural areas. Contractor shall develop and implement a plan that directs outreach and prioritizes services to such targeted populations.

21. Records.
The Contractor agrees to retain all records pertinent to this Contract for a period of three years after final payment hereunder. In the event that activities or costs are questioned by audit, records shall be retained until all questioned items are resolved. Contractor shall maintain confidentiality of information relating to specific consumers by ensuring that such information is gathered only with the informed consent of the consumer, such information is used only for the purposes gathered, adequate security of records is maintained to prevent unauthorized use, access to consumer records and identifiable information is limited only to program staff, and consumer files are kept under lock and key after use. Contractor shall maintain the confidentiality of protected health information as required by law, including the consumer's individually identifiable health information.

22. Accounting Records.
Records which identify adequately the source and application of funds for Contract activities shall be maintained for the period provided in Section 21 above and shall comply with the requirements of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended.

23. Contractor Audits.
The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of Title II Part 200 of the Code of Federal Regulations. The Contractor shall send a copy of the most recent audit to DRCOG for review. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in: Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2 shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

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24. Audits and Inspections.
During the Contract period, the retention period and as long thereafter as the records are maintained, at any time during normal business hours, Contractor shall make available to DRCOG, HHS, the State and the Comptroller General of the United States, or their authorized representatives, any books, documents, papers or other records of the Contractor with respect to all matters covered by this Contract in order to make audit, examination, excerpts, and transcripts. Contractor acknowledges that disclosure of protected health information to DRCOG, HHS, the State and the Comptroller General of the United States and their authorized representatives is permitted pursuant to Federal law. Failure to make records available for inspection within 72 hours of notice shall be deemed a violation of the Contract.

25. Additional Records Required.
Contractors shall develop and maintain the records required by applicable laws and regulations including but not limited to Section 401.7 of the SUA Policy and Procedure Manual and including the following records: personnel records for each employee to include documentation of training, documentation of supervision, and documentation of current licensure if applicable; a Targeting Plan; Emergency Response Plan (if nutrition and/or transportation provider); client confidentiality procedures; procedures for handling and reporting of critical incidents, including accidents, suspicion of abuse, neglect or exploitation, and criminal activity; a log of all complaints and critical incidents; records for each older adult served; and travel documentation policies and procedures. These shall be maintained by the Contractor and made available to DRCOG, SUA and/or their authorized representatives upon request.

26. Income.
Program income, including participant contributions, earned by the Contractor from activities which are supported by this Contract shall be added to funds committed to the project or program and used for allowable costs of services under the Contract to further the objectives of this Contract as provided under 45 CFR 74.24(b)(1). Program income must be fully expended within the reporting month it was received and cannot be carried over for any period of time.

27. Income Accounting Records.
Program income must be accounted for according to the additional costs alternative specified in Section 26 above and pursuant to 45 CFR, Section 74.24.

28. Equal Employment Opportunity.
The Contractor agrees to comply with all applicable Federal laws, regulations, and orders regarding "Equal Employment Opportunity", as from time to time amended, and to execute such provisions as are required under Exhibit "C" attached hereto. **The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable.**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

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29. Handicapped.
The Contractor will not discriminate in employment on the basis of handicap against any qualified handicapped person and agrees to take positive steps to employ and advance in employment qualified handicapped persons and to comply with Department of Human Services Regulations (45 CFR Part 84), as from time to time amended.

30. Identification of Documents.
Contractor shall designate on the front cover or title page of all reports, maps and other documents completed as part of this Contract, other than documents exclusively for internal use by the Contractor, an acknowledgement of the support received under "the Older Americans Act."

31. Publication, Reproduction and Use of Material.
Material produced in whole or in part under this Contract may not be subject to copyright laws.

32. Procurement.
All procurement transactions for supplies, equipment and services shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition as provided under 45 CFR, Part 74, Subpart C, as from time to time amended, and shall comply with the provisions of 45 CFR, Part 74, Subpart C.

33. Work Hours.
The Contractor shall comply with the Contract Work Hours and Safety Standards Act and comply with the Department of Labor Regulations (29 CFR Part 5), as from time to time amended.

34. 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 Contract. No person having any such interest shall be employed or participate in any decision relative to this Contract.

35. Assignability.
The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of DRCOG thereto; provided, however, that claims for money due or to become due to the Contractor from DRCOG under this Contract may be assigned to a bank or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to DRCOG.

36. Influencing Legislation.
To the extent prohibited by Federal or State law, as from time to time amended, no part of this Contract shall be used to pay the salary or expenses of any person or any organization acting for the Contractor to engage in any activity designed to influence legislation or appropriations pending before the Congress, or legislation or appropriations pending before the State General Assembly.

37. Termination for Cause.
If, through any cause, the Contractor shall fail to meet performance measures set forth by the State, fail to fulfill in timely and proper manner with Contractor obligations under this Contract or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, DRCOG shall thereupon have the right to terminate this Contract by giving written notice to the

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Contractor of such termination, the reasons for such termination, and specifying the effective date thereof, at least 5 days before the effective date of such termination, unless a shorter time is set forth herein for any failure to fulfill Contractor's obligations.

38. Termination Due to Loss of Funding.
The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to DRCOG for the purpose of contracting for the services provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by DRCOG. In the event that such funds or any part thereof are not received by DRCOG, DRCOG may immediately terminate this Agreement without liability, including costs for termination.

39. Termination for the Convenience of DRCOG.
DRCOG may terminate this Contract at any time by giving written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. If the Contract is terminated by DRCOG as provided herein, the Contractor shall be entitled to receive compensation for services performed prior to the effective date of such termination, subject to such services being completed to the satisfaction of DRCOG, and except as provided in Section 6.0 of this Contract.

40. Project Material.
In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of DRCOG, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

41. Liability.
Notwithstanding the above, the Contractor shall not be relieved of liability to DRCOG for damages sustained by DRCOG by virtue of any breach of the Contract by the Contractor, and DRCOG may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due DRCOG from the Contractor is determined.

42. Remedies.
Where the Contractor violates or breaches terms of this Contract, DRCOG, at its discretion, shall terminate said Contract subject to the provisions hereinabove stated, and, in addition, may institute such administrative, contractual or legal remedies available to DRCOG as may be appropriate. In addition to the corrective actions set forth below, DRCOG may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold payments pending correction of deficiency by the Contractor.

2. Disallow all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate the Contract, including suspending the Contract and services provided under the Contract pending any audit or other investigation.

4. Withhold further Contracts with Contractor.

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5. Take any other remedies that may be legally available.

43. Corrective Action.
In the event the Contractor fails to expend by December 31 of the current fiscal year of the contract term at least forty percent (40%) of the contracted funds detailed in Section 5.1; fails to expend by March 31 of the current fiscal year of the contract term at least seventy percent (70%) of the contracted funds detailed in Section 5.1; or fails to provide adequate documentation as requested by DRCOG, or in the event DRCOG finds that Contractor is failing to conform to the terms and conditions of this Contract, then DRCOG may, in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require that a corrective action plan be prepared by a date specified by DRCOG and suspend payments under the Contract, such payments to begin only upon production by the Contractor of and compliance with a corrective action plan satisfactory to DRCOG. Further, DRCOG shall have the right, upon issuance of notice to the Contractor and without necessity of an amendment, to retain and reallocate to other contractor's funds remaining under this Contract in the event of any termination or any failure of the Contractor to provide the service units listed in Exhibit A in accordance with this Contract or any corrective action plan. Nothing in this subsection shall require that DRCOG accept a corrective action plan in lieu of exercising its rights to terminate this Contract.

44. Erroneous Payments.
Unless prohibited by Federal or State law or regulation, any costs incurred by the Contractor that are later found to be disallowed or ineligible for payment under this Contract shall be reimbursed by the Contractor to DRCOG or offset against current or future payments due by DRCOG to the Contractor, at DRCOG's election.

45. Provisions of Services: Expenditures of Funds.
DRCOG intends to require that the service units provided by Contractor pursuant to this Contract be provided throughout the entire duration of the fiscal year. As such, Contractor shall expend no more than sixty percent (60%) of the contracted funds detailed in Section 5.1 prior to December 31 of the then current fiscal year and no more than ninety percent (90%) of said funds prior to March 31 of the then current fiscal year without the express prior written consent of DRCOG. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to the guidelines listed above. Contractor understands and agrees that nothing in this section limits DRCOG's authority set forth in Section 6.0 of this Contract, including but not limited to, its authority to require the return of funds previously paid to Contractor for services provided hereunder because of sequestration.

46. Safeguarding Personally Identifiable Information (PII).
If Contractor will or may receive PII under this Contract, the Contractor shall provide for the security of such PII in a manner and form acceptable to DRCOG, including without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i), shall maintain security procedures and practices consistent with C.R.S. § 24-73-101, et seq., and has a statutory duty to notify and cooperate with DRCOG in the event of a security breach that compromises personal information in the most expedient time and without unreasonable delay. For purpose of this Contract, "Personally Identifiable Information" or "PII" means any information maintained about an individual that can be used to

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distinguish or trace an individual‘s identity, such as name, social security number, date and place of birth, mother‘s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. § 24-72-501.

47. Litigation Reporting.
If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Contract or may affect Contractor’s ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify DRCOG of such action and deliver copies of such pleading or document to DRCOG.

48. Compliance with Laws.
In addition to the “Administrative Requirements” set forth in Section 3.0 herein, the Contractor and its agent(s) shall at all times during the term of this contract, be bound by and strictly adhere to the following Federal and State laws, rules, regulations and the State Unit on Aging (SUA) Policies and Procedures as they currently exist and may hereafter be amended, which documents are incorporated herein by this reference:

A. Federal Older Americans Act;
B. Code of Federal Regulation (CFR), Title 45 Public Welfare;
C. Older Coloradans Act, C.R.S. 26-11-100.1 et seq.;
D. C.R.S. Title 25 Health and 26 Human Services Code;
E. Colorado Long-Term Care Ombudsman Act, C.R.S. 26-11.5 et seq.;
F. Colorado Department of Human Services Staff Manual Volume 10;
G. Administration on Aging Fiscal Guide, Older Americans Act, Titles III and VII;
H. Colorado Retail Food Establishment Rules and Regulations;
I. Dietary Guidelines for Americans;
J. Dietary Reference Intakes (DRIs);
K. SUA Policy and Procedures Manual;
L. SUA Policy Directives;
M. Code of Federal Regulation (CFR) Title 48 Section 3.908 Whistleblower Protection;
N. Title II Part 200 of the Code of Federal Regulations; and
O. CAPS Fees C.R.S. 24-75-402; CAPS Statute C.R.S. 26-3.1-111; CAPS Implementation Regulation 12 CCR 2518-1, Volume 30.960
P. DRCOG AAA Contract Management Manual

49. Independent Contractor.
Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of DRCOG. Contractor shall not have authorization, express or implied, to bind DRCOG to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through DRCOG and DRCOG shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by DRCOG, and (iii) be solely responsible for its acts and those of its employees and agents.**

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50. No Third-Party Beneficiaries.
It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to DRCOG and Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other third party on such Contract.

51. Choice of Law, Venue, Jurisdiction.
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

THIS CONCLUDES the provisions of these supplementary terms and conditions.

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Exhibit C: ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to Regulations of the Department of Health and Human Services (HHS) (45 CFR Part 80) issued pursuant to that title, and to comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and all requirements imposed by or pursuant to the Regulations of the HHS (45 CFR Part 84) issued pursuant to the Act, all as from time to time amended, to the end that, in accordance with Title VI, the Act and Regulations, no person in the United States shall, on the grounds of race, color, national origin, or non-qualified handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from DRCOG, a recipient of Federal financial assistance from HHS; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by DRCOG, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by DRCOG.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Contractor by DRCOG, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that DRCOG or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.

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Exhibit D: INDEMNIFICATION & INSURANCE

Section 1. Indemnification.
To the extent allowable by law, the Contractor agrees to indemnify and hold harmless the State of Colorado, DRCOG, their officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor or subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor or subcontractor of the Contractor, or which arise out of any workers' compensation claim of any employee of the Contractor or of any employee of any subcontractor or subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq*. or the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq*. as applicable, as now or hereafter amended. The Contractor, by execution of this Contract containing this indemnification clause, is relying upon and does not waive the operation of any law concerning the Contractor's ability to indemnify.

Section 2. Insurance.

2.1 Procure and Maintain
The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D. Such insurance shall be in addition to any other insurance requirements imposed by this agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 of this Exhibit D by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

2.2 Coverage Amounts
(a) Contractor shall procure and maintain and shall cause each subcontractor hired to perform services under this Agreement pursuant to its' obligations herein to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to DRCOG.

(b) All coverages shall be continuously maintained through the term of this contract to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D.

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(c) In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage for a period of three years beyond the expiration of the contract. Evidence of qualified self-insured status may be substituted for the insurance requirements listed below.

(1) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this agreement, and Employers' Liability insurance with minimum limits of ONE HUNDRED THOUSAND DOLLARS ($100,000) each accident, FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease policy limit, and ONE HUNDRED THOUSAND DOLLARS ($100,000) disease - each employee. Provide a waiver of subrogation in favor of DRCOG.

(2) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence; ONE MILLION DOLLARS ($1,000,000) aggregate; ONE MILLION DOLLARS ($1,000,000) products and completed operations aggregate; and FIFTY THOUSAND DOLLARS ($50,000) any one fire. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal and advertising injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services.

(4) Security & Privacy Liability or Cyber Risk insurance to cover loss of protected information, including without limitation Protected Health Information ("PHI") and Personally Identifiable Information ("PII") data and claims based upon alleged violations of privacy rights through improper use or disclosure of protected information with minimum annual limits as follows:

- Contractors with 10 or less clients **or** revenues of $250,000 or less shall maintain limits on Privacy Liability Insurance of not less than $50,000.
- Contractors with 25 or less clients **or** revenues of $500,000 or less shall maintain limits on Privacy Liability Insurance of not less than $100,000.
- Contractors with more than 25 clients **or** revenues of more than $500,000 shall maintain limits on Privacy Liability Insurance of not less than $1,000,000 each occurrence and $2,000,000 general aggregate.

(5) Professional Liability insurance in the amount of ONE MILLION DOLLARS ($1,000,000) each claim in the aggregate for coverage to defend against allegations as well as damages resulting from failure to perform on the part of, financial loss caused by, and error or omission in the service or product of the policy holder.

2.3 Additional Insured

Every policy required above shall be primary insurance, and any insurance carried by DRCOG, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph (1) above shall contain any exclusion for bodily injury or property damage arising from completed

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operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

2.4 Certificates of Insurance

A certificate of insurance evidencing coverage and naming DRCOG, its officers, its employees and the State of Colorado as additional insureds on all general liability policies and shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by DRCOG prior to commencement of the agreement. In the case of qualified self-insurance status, DRCOG may require satisfactory evidence of sufficient funding for such purposes. The certificate shall identify this Contract and shall provide that coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to DRCOG. The completed certificate and/or evidence of qualified self-insured status must be sent with the signed Contract to:

Denver Regional Council of Governments
Attention: Contracts
1001 17th Street, Suite 700
Denver, Colorado 80202

2.5 Coverage Requirements

(a) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this agreement upon which DRCOG may immediately terminate this agreement, or at its discretion, DRCOG may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by DRCOG shall be repaid by Contractor to DRCOG upon demand, or DRCOG may offset the cost of the premiums against any monies due to Contractor from DRCOG.

(b) DRCOG reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(c) The parties hereto understand and agree that DRCOG is relying on and does not waive or intend to waive by any provision of this agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et. seq., C.R.S., as from time to time amended, or otherwise available to DRCOG, its officers, or its employees.

(d) Notwithstanding the above provisions, the Contractor, if a governmental entity, may elect to self-insure for any of the coverage areas required by subsections (b)(1) – (b)(3) of this Section 2. In such case, the Contractor shall maintain a claims fund that is available solely to pay claims against the Contractor that are proven or otherwise settled by the Contractor in its sole discretion. Such claims fund is intended for and available for only those purposes and is not available or allocated to fund a commitment or obligation, if any, or to defend or indemnify any party. Payments out of such funds may require approval by the Contractor's governing body. It is understood and agreed that a commitment by the Contractor to self-insure by the creation of said claims fund does not commit the Contractor to otherwise appropriate funds to fund self-insurance for this Contract or for any other commitment of the Contractor, and it is further understood and agreed that the Contractor has not appropriated funds for such purpose. In case of such election to self-insure, the Contractor shall itself provide DRCOG with written confirmation of the Contractor's self-insured status and the existence of said claims fund.

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Exhibit E: APPROVED SUBCONTRACTORS

Subcontractor(s) will be incorporated into this contract only by written approval from DRCOG. Upon DRCOG approval and contract execution by both parties, approved Subcontractors (listed below, if applicable) shall be made part of this Contract and legally bound to all applicable provisions herein.

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Exhibit F: FIXED ASSETS

Note: This Exhibit F is applicable only to contracts that include funding of a fixed asset acquisition approved by DRCOG.

1.0 FIXED ASSETS

DRCOG hereby approves the acquisition of the fixed assets described in Contractor's Proposal, which is herein incorporated by reference and made a part of this Contract. Fixed assets may include (1) real property (land, buildings, and building improvements); (2) leasehold improvements (remodeling or redecorating of rented or leased spaces); and (3) tangible personal property (office furniture, kitchen equipment and vehicles) with a useful life of more than one year and an acquisition cost greater than $5,000 per unit.

1.1 Real Property.

Title to any real property shall vest in Contractor subject to the condition that the Contractor shall use the real property for the authorized purpose of the project as long as it is needed and shall not encumber the property without approval of DRCOG.

1.2 Equipment.

Title to equipment shall vest in Contractor subject to the following conditions:

1. Contractor shall not use equipment acquired hereunder to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services. All user charges shall be treated as program income.

2. Contractor shall use the equipment in the project as long as needed, whether or not the project continues to be supported by Federal or State funds, and shall not encumber the equipment without the approval of DRCOG. When no longer needed for the original project, the Contractor shall use the equipment in compliance with applicable Federal and State regulations.

3. Contractor shall make the equipment available for use on other projects or programs if such other use will not interfere with the work on the program for which the equipment was originally acquired. First preference for such other use shall be given to other programs, projects, or activities sponsored by DRCOG. Use by others shall be in preference order consistent with applicable Federal and State regulations.

4. When acquiring replacement equipment, Contractor may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment, subject to the approval of DRCOG.

5. Contractor shall maintain accurate equipment records and shall take a physical inventory of equipment and reconcile the results with the equipment records annually. Any discrepancies between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the differences. Contractor shall annually verify the existence, current utilization, and continued need for the equipment. Contractor shall submit to DRCOG annually a property inventory report for all fixed assets acquired under this Contract in the form attached hereto or other report template as approved by DRCOG.

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6. Contractor shall maintain a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Contractor shall implement adequate maintenance procedures to keep the equipment in good condition. In the event the Contractor no longer needs the equipment, Contractor shall contact DRCOG for instructions. In such event, DRCOG reserves the right to order the transfer of title of the equipment to the Federal Government or to a third party named by DRCOG when such third party is otherwise eligible.

1.3 Supplies.
Title to supplies shall vest in the Contractor upon acquisition. Contractor shall not use supplies acquired under this Contract to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services, unless authorized by DRCOG. User charges shall be treated as program income.

2.0 ACQUISITION OF FIXED ASSETS

2.1 Acquire of Asset.
Contractor shall acquire the fixed assets as set forth in its Proposal in compliance with all applicable procurement standards set forth in either State or Federal regulations. Contractor is the responsible authority, without recourse to DRCOG, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this Contract.

2.2 Written Standards
Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of Contractor shall participate in the selection, award, or administration of a contract supported by this Contract if a real or apparent conflict of interest would be involved. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub agreements.

2.3 Procurement
All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Contractor, price, quality and other factors considered.

Contractor shall establish written procurement procedures in compliance with 45 CFR § 74.44.

3.0 ADMINISTRATIVE REQUIREMENTS

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of Rule Manual Volume 10, SUA Policy and Procedure Manual Subsection 313, 45 CFR Part 74 and 45 CFR Part 92, as applicable, regarding acquisition, use and disposition of fixed assets.

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4.0 INSURANCE

In addition to Contractor's obligations to maintain insurance as set forth in the Contract, Contractor shall maintain, at a minimum, insurance coverage adequate to cover the replacement value of all fixed assets.

5.0 USE OF FIXED ASSETS

Fixed assets shall be used for the purposes set forth in this Contract and the Contractor's proposal. Fixed assets may be used on a part-time basis for non-contract purposes as follows:

1. By nonprofit agencies, provided that: (1) a minimum usage fee is charged in accordance with Program Income requirements pursuant to Rule Manual Volume 10; and (2) the part-time usage does not conflict with the use of the equipment for the purposes of the Contract.

2. By profit-making organizations, provided that: (1) a usage fee equal to or greater than the prescribed minimum is charged; (2) usage does not conflict with the use of the equipment for purposes of the Contract; and (3) prior approval has been obtained from DRCOG.

6.0 DISPOSITION OF FIXED ASSETS

6.1 Real Property.
In the event that the Contractor determines that real property acquired under this Contract is no longer needed for the purpose of the original project, Contractor shall obtain written approval from DRCOG for the use of the real property in other Federally sponsored projects. Use in other projects shall be limited to those Federally sponsored projects or programs that have purposes consistent with those authorized for support by DRCOG. If the real property is no longer needed for a Federally sponsored project, then Contractor shall request disposition instructions from DRCOG or its successor.

6.2 Equipment.
In the event Contractor determines that equipment acquired under this Contract is no longer needed for the purpose of the project, Contractor may use the equipment for other activities as follows: for equipment with a current per unit fair market value of $5,000 or more, the Contractor may retain the equipment for other uses provided that compensation is made to DRCOG. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the equipment. If the recipient has no need for the equipment, the recipient shall request disposition instructions from DRCOG.

6.3 Supplies.
If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the project and the supplies are not needed for any other Federally sponsored program, the Contractor shall retain the supplies for use on non-Federally sponsored activities or sell them, but shall, in either case, compensate DRCOG for its share. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the supplies.

6.4 Disposition.
These provisions regarding disposition of fixed assets shall survive termination of the Contract.

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7.0 HHS GRANT

It is agreed by the above parties that should the Department of Health and Human Services ("HHS") or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto.

8.0 CHANGES

Any changes, including any increase in the amount of this Contract, which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in written amendments to this Contract.

9.0 TERMS AND CONDITIONS

The parties agree that this Contract is also subject to the provisions set forth in the Contract between DRCOG and Contractor. If Contractor does not comply with the requirements set forth herein or in the Contract, Contractor agrees to return the value of the fixed assets to DRCOG.

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PROPERTY INVENTORY FORM

DENVER REGIONAL COUNCIL OF GOVERNMENT, AREA AGENCY ON AGING

Inventory Tag Number: _____ Date of physical inventory: _____

Description:

_____
_____
_____
_____

Manufacturer's serial number, model number, or other identification number:

_____

Source of equipment (include award number):

_____
_____

Title in (check one): □ Contractor □ DRCOG

□ Federal Government □ State

Acquisition Date: _____ Acquisition Cost: _____

Percentage of DRCOG share in cost of equipment (attach documentation to calculate percentage): _____

Location of equipment:

_____
_____
_____

Condition of equipment: _____

Unit acquisition cost: _____

Ultimate disposition data:

_____
_____
_____

Signature:_____ Date:_____

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Exhibit G: HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract between the Denver Regional Council of Governments ("DRCOG"), Area Agency on Aging, and "Contractor". For purposes of this Addendum, DRCOG, Area Agency on Aging, is referred to as "AAA" and the Contractor is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. AAA entered into a HIPAA Business Associate Addendum ("State Addendum") with the Department of Human Services, Division of Aging and Adult Services ("Covered Entity" or "CE") as required by the HIPAA Regulations, the Privacy Rule (defined below), which requires the CE, prior to disclosing protected health information to AAA, to enter into a contract containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Addendum.

B. Associate, as a sub-grantee of AAA, has access to certain information, some of which may constitute Protected Health Information ("PHI") (defined below).

C. As a subgrantee with access to PHI, Associate is a Business Associate and subject to obligations with respect to PHI under HIPAA in the same manner as the State Addendum.

D. AAA and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, as amended.

The parties agree as follows:

1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 CFR Parts 160 and 164, as amended ("Privacy Rule"). In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

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c. "Protected Information" shall mean PHI provided by CE or AAA to Associate or created or received by Associate on CE's or AAA's behalf.

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE or AAA, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE or AAA, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 CFR Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to immediately notify Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards consistent with applicable law as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall maintain a comprehensive written information privacy and security program consistent with applicable law that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to AAA in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE and AAA as third party beneficiaries with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to

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AAA by the deadline specified in a written request by AAA so that AAA may comply with any request(s) by CE to AAA for inspection and copying of records to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524.

g. Amendment of PHI. By the deadline specified in a written request from AAA for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to AAA to provide to CE so that CE may fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify AAA in writing within two (2) days of receipt of the request.

h. Accounting Rights. By the deadline specified in written notice by AAA of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to AAA the information required to provide an accounting of disclosures so that AAA many forward such accounting disclosures on to CE so that CE may fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528. As set forth in, and as limited by, 45 CFR Section 164.528, Associate shall not provide an accounting to AAA of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 CFR Section 164.502; (iii) pursuant to an authorization as provided in 45 CFR Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (v) for national security or intelligence purposes as set forth in 45 CFR Section 164.512(k)(2); or (vi) to correctional institutions or law enforcement officials as set forth in 45 CFR Section 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) days of the receipt of the request forward it to AAA in writing, which will forward such request to CE. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to AAA a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary. AAA shall subsequently provide such information to CE.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary, to the extent practicable, to accomplish the purpose of the request, use or disclosure, in accordance

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with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 CFR Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Notwithstanding Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years after termination of the Contract.

m. Associate's Insurance. Associate shall maintain casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify AAA within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, Associate and its agents or subcontractors shall allow CE or AAA to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to AAA pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by AAA, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of

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an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of AAA.

a. Safeguards During Transmission. AAA shall be responsible for using appropriate safeguards consistent with applicable law to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. AAA shall provide Associate with a copy of any notices of changes that it receives from the State pursuant to the State Addendum, including the following: 1) notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate's use or disclosure of Protected Information; 2) any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted or required uses or disclosures; and 3) to the extent that it may affect Associate's permitted use or disclosure of PHI, any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 CFR Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's web site. Associate shall monitor CE's designated web site for notice of changes to CE's HIPAA privacy policies and practices.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by AAA, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by AAA pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, AAA may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, AAA may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from AAA, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which AAA has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by AAA shall be at the Contract price. In the event of a material breach under paragraph 4a, AAA may withhold amounts due Associate as AAA deems necessary to protect AAA against loss from third party claims of improper use or disclosure and to reimburse AAA for the excess costs incurred in procuring similar goods and services elsewhere.

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(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If AAA knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then AAA shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, AAA shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, AAA shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to AAA that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide AAA notice of the conditions making return or destruction infeasible. Upon mutual agreement of AAA and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief.

AAA shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law. Associate acknowledges and agrees that in the event of such impermissible use or disclosure of Protected Information, AAA may seek injunctive relief if: (1) AAA will suffer real, immediate, and irreparable injury which will be prevented by injunctive relief; (2) that AAA has no plain, speedy, and adequate remedy at law; (3) that the granting of a preliminary injunction will promote the public interest in privacy rather than disserve the public interest; (4) that the balance of equities always favors the injunction in such cases; (5) that the injunction will preserve the status quo pending a trial on the merits; and (6) that AAA shall not be required to demonstrate a reasonable probability of success on the merits in order to obtain injunctive relief.

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6. No Waiver of Immunity.
No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now in effect or hereafter amended.

7. Limitation of Liability.
Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer.
AAA makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification.
To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

a. Amendment to Comply with Law.
The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. This Addendum may be amended upon written notice by AAA to Associate, provided that such amendment is necessary to assure ongoing compliance with the State Addendum, HIPAA, the Privacy Rule and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE and AAA must receive satisfactory written assurance from Contractor that Contractor will adequately safeguard all Protected Information. Upon the request of any party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. AAA may terminate this Contract upon thirty (30) days written notice in the event (i) Contractor does not promptly enter into negotiations to amend this Contract when requested by CE or AAA pursuant to this Section or (ii) Contractor does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE or AAA, in their discretion, deem sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A.
Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

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11. Assistance in Litigation or Administrative Proceedings.
Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE or AAA, at no cost to CE or AAA, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against AAA, its directors, officers or employees based upon a claimed violation by associate, its subcontractors, employees or agent of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI covered by this Addendum, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third-Party Beneficiaries.
The Department of Human Services, Division of Aging and Adult Services, is a Third-Party Beneficiary to this Agreement with rights of enforcement and indemnification in the event of any violation of the Contract. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than The Department of Human Services, Division of Aging and Adult Services, CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence.
The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms.
Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate.

15. Representatives and Notice.

a. Representatives.
For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices.
All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.
AAA Representative:

Name:	Tim Feld
Title:	HIPAA Compliance Coordinator
Address:	1001 17th Street, Suite 700 Denver, CO 80202

Contractor/Business Associate Representative:

Name: _____

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Title: _____

Department/Division: _____

Address: _____

_____

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ATTACHMENT to Exhibit G

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract between DRCOG and Contractor and is effective upon contract execution. This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows:
None except as otherwise directed in writing by DRCOG

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows:
None except as otherwise directed in writing by DRCOG

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract:
None except as otherwise directed in writing by DRCOG

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt: Upon the effective date of the contract

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information:
As may be directed in writing by DRCOG or the State

6. Additional Terms. [This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]
None

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Exhibit H: E-VERIFY FEDERAL CONTRACTOR RULE EMPLOYMENT ELIGIBILITY VERIFICATION

(a) Definitions. As used in this clause—

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is—
   i. A commercial item (as defined in paragraph (1) of the definition at 2.101);
   ii. Sold in substantial quantities in the commercial marketplace; and
   iii. Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and
(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—
   i. Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
   ii. Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
   iii. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

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(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

i. All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled in less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

i. Enrollment in the E-Verify program; or

ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

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(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
(2) Has a value of more than $3,000; and
(3) Includes work performed in the United States.

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ATTACHMENT A

DENVER REGIONAL COUNCIL OF GOVERNMENTS

ACH Payment Request Form

***Email request to: Accountspayable@drcog.org**

Section 1 Your Company Information:

Company Name: _____ FED ID: _____

Requested by: _____ Telephone Number: _____

Email address(s) (this is for payment notifications): _____

_____

Section 2 Bank Information*:

Name of Financial Institution: _____

Routing Number: _____

Account Number: _____

ACH Information: By submitting this form, you authorize DRCOG to initiate ACH transactions to the account noted above.

***Please include a voided check or official bank letter with this form.**

For Internal Use Only

Input in GP: _____ _____

Prenote completed: _____ Verified by: _____

EXHIBIT 3 - Authorization for Release of Information to DOUGLAS COUNTY

EXHIBIT 3

Authorization for Release of Information to DOUGLAS COUNTY

Applicant Name (printed): _____

In an effort to better serve applicants requesting our services, we are requesting your consent to disclose certain information you provide to us, which may include personally identifying information or protected health information. Your consent to the disclosure and use of any such protected information is voluntary, and you are not required to consent to the use or disclosure of such information. If you choose not to consent to the disclosure and use of your information, you may still be eligible for certain services but Douglas County may not be able to provide grant funds to assist you in paying for those services.

What Disclosure You Are Authorizing

Federal and/or state law may prohibit the disclosure of protected information you have provided absent express written consent. By signing this Authorization for Release of Information, you are providing express written consent to the disclosure of your information as described in this form.

By signing this form, you consent to the disclosure of your information to Douglas County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting activity to funding agencies. You agree to the release of information such as name; date of birth; partial social security number; address and contact information; gender; income; prescription history; and the fact of certain medical and/or mental health conditions. We DO NOT track or disclose information regarding your HIV or STD status or patient records regarding substance use.

Important Information About Your Consent

Please be aware that the information disclosed based on this authorization may be redisclosed by a recipient and no longer protected by federal or state privacy laws. Not all persons or entities are required to comply with these laws. By signing this form, you release Douglas County from any, and all, liability arising out of or related to the disclosure of information permitted in this form.

Termination of Consent

This consent may be terminated at any time by providing written notice to ***[insert agency name]*** by email at ***[insert agency email address]*** or by delivering a written termination of consent to ***[insert agency address]***. This consent will automatically expire 90 days after assistance or services cease if consent was not previously terminated. Upon receipt of a written termination or expiration of this consent, information may continue to be used and disclosed only to the extent required for reporting purposes for any previously administered services for up to _____ days.

Acknowledgment: By signing this form, I acknowledge that I have read this form and voluntarily agree to its terms.

Printed Name: _____

Signature: _____ Date: _____

Name of agency collecting this Authorization:

_____

EXHIBIT 4 – DOUGLAS COUNTY Community Services System of Care
User Confidentiality Agreement

EXHIBIT 4

DOUGLAS COUNTY COMMUNITY SERVICES SYSTEM OF CARE

User Confidentiality Agreement

In an effort to hold a high standard of data stewardship, I, the undersigned user of the Douglas County Community Services System of Care Data System, herein referred to as "the System," acknowledge that I have been informed and am aware of the confidential nature of the information provided and accessible to me through my use of the System.

I am advised and aware that:

1. Any information received directly from a resident, though a reports and/or stored record shall be confidential.
2. Information may only be shared with an agency, organization or individual for whom consent has been obtained through a signed Authorization for Release of Information by the resident.
3. Nothing in this agreement shall prevent me from commenting publicly about general trends, concerns or aggregate de-identifiable data.
4. Exceptions to this confidentiality agreement will be made as required by state law as it pertains to the mandatory reporting of abuse and neglect of children and at-risk adults.
5. Douglas County will not indemnify me, defend me, or contribute financially to my defense should civil or criminal claims be made against me if I choose to speak publicly concerning information obtained through the System.
6. Any breach of this agreement, including the unauthorized release of confidential information, may be punishable by law, subject me to discipline by my employer and/or result in my removal from future participation in the System.

Printed Name _____ Date _____

Signature _____

_____

Agency

SAMPLE

EXHIBIT 5 – DOUGLAS COUNTY Community Services Partners
Data Security Procedures

EXHIBIT 5

Data Security Procedures

Security Best Practices

The Douglas County Cyber Security Team advises all users of the System to practice the following procedures to the best of their organization's ability.

Personal

- Only authorized users will be permitted access to the Douglas County Community Services System (System).
- All authorized users will be required to sign a confidentiality agreement.
- No data accessed from the System will be shared with non-authorized personnel, including physical copies.
- Keep aware of new cyber security threats and devise education and training to defend against them.
- Be wary and report any attempts to gather data by non-authorized parties, either through social engineering, phishing emails, or other means, to Community Services program staff contact.
- Report any additional incidents to Douglas County program staff.

Technical

- Computers and other devices used to access the System at the agency or by the agency authorized users will have anti-virus and/or advanced malware detection which is run at regular intervals.
- Keep all systems up-to-date with current software patching (Windows Updates, application patches, appliance firmware, drivers, etc).
- Do not save any sensitive, private, or personal data locally outside of the application.
- Control physical access to computers that have authorized access to the System.
- Never share a password with any person or save a password locally; and if a password needs reset, the user will contact the designated Douglas County employee for assistance.

Roles and Access

Each organization should create an internal policy that defines what personnel roles will have access to the System, who participates in those roles and periodically audit these roles.

Incident Reporting

In the event of an incident, all relevant information must be relayed as early as possible to the Douglas County Department of Community Development. Douglas County has an obligation to report data breaches within a statutory deadline.

The following are examples (but not an exhaustive list) of incidents:

- Unauthorized user accesses the system
- Computer that accesses constituent data is compromised by ransomware or virus
- Repeated phishing attempts at authorized personnel
- Social engineering or impersonation attempt to gain access to the system
- Unknown external media (usb, etc) is used on computers that accesses the System
- Computer previously used to access the system is removed through theft or unknown loss
- Unknown performance problems on any computer used to access the System

Partners should feel confident to contact CRSgrants@douglasco.gov to leverage Douglas County cyber security professional expertise in the identification of potential incidents are other educational correspondence.

SUB GRANTEE AGREEMENT
HI HOMEMAKER AND PERSONAL CARE SERVICES

Project Title HI Homemaker and Personal Care Services	**Agreement Number** HIHMKRPC2627
Grantee VanHamme Enterprise, LLC dba Home Instead	**Agreement Performance Beginning Date** July 1, 2026
Grantee Unique Entity ID: U5FNU4EMUJG3	**Agreement Performance Expiration Date** June 30, 2027
Grant Maximum Amount: $196,174.00	**CFDA Number:** Homemaker 93.044 Personal Care: N/A

Agreement Purpose
The purpose of this agreement is to improve homemaker and personal care options for vulnerable seniors age 60 and older in all parts of Douglas County.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:

1. Exhibit 1, Scope of Work and Conditions
2. Exhibit 2, DRCOG Contract EX26040
3. Exhibit 3, Release of Information
4. Exhibit 4, Generic Confidentiality Agreement
5. Exhibit 5, Data Security Procedures

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. The provisions of the other sections of the main body of this Agreement
2. Exhibit 2, DRCOG Contract EX26040
3. Exhibit 1, Scope of Work and Conditions
4. Executed Option Letters (if any)

Principal Representatives:

For Douglas County:

Kim Smith
100 Third St.
Castle Rock, CO 80104
CRSgrants@douglasco.gov

For Grantee:
Jared Wagner
230 Third Street 200
Castle Rock, CO 80104
jared.wagner@homeinstead.com

THIS SUB GRANTEE AGREEMENT ("Agreement") is made and entered into this ____day of _____, 2026, by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** ("County") and **VANHAMME ENTERPRISES, LLC, dba HOME INSTEAD**, a corporation authorized to do business in Colorado ("Sub Grantee"), each acting by and through its duly authorized officers. The County and the Sub Grantee hereinafter collectively referred to as the "Parties" and individually to as a "Party."

WHEREAS:

1. The County, acting in its role as grantee for funding under Title III of the Older Americans' Act (OAA), the State of Colorado Funding for Senior Services (SFSS), and American Rescue Plan Act Funding (ARPA) grant awarded by the Denver Regional Council of Governments (DRCOG), is able to receive and dispense federal and state funds upon reimbursement from DRCOG.
2. Consistent with DRCOG procedural requirements, the County submitted an application for local older adult services funding assistance.
3. The County and DRCOG entered into amended contract EX24015. Douglas County received a total grant award of $798,151.00 ($705,222.00 in OAA, SFSS, and/or ARPA grant funds and $92,929.00 in match funds) for assisted transportation, chore, homemaker and personal care services for older adults and will use a maximum amount of **$196,174.00** on behalf of the subgrantee. This Agreement is intended to memorialize the terms under which the Sub Grantee is to receive the DRCOG grant funds.

NOW, THEREFORE, the County and the Sub Grantee agree as follows:

I. SCOPE OF WORK; APPROVED BUDGET; AND PROVISIONS

1.01 Scope of Work. The Sub Grantee agrees to perform and complete the Scope of Work and Conditions specified in **Exhibit 1** ("Scope of Work"), attached hereto and incorporated herein, in accordance with the terms and conditions of this Agreement and in accordance with all the terms and conditions contained in **Exhibit 2** (Contract EX26040 ("DRCOG Contract")), attached hereto and incorporated herein. Such terms and conditions include, but are not limited to, all supplemental terms and conditions set forth in Exhibit B to the DRCOG Contract, which are incorporated herein. In the event any provisions contained in this Agreement and/or the Scope of Work conflict with the terms of the DRCOG Contract, the DRCOG Contract shall be controlling. The Scope of Work describes the activities to be completed by the Sub Grantee and includes milestones and completion dates. All Scope of Work activities must be consistent with the approved Scope of Work, including the budget. Any proposed change in the Scope of Work must be submitted to the County's Project Manager for written approval. A change in the Scope of Work is not effective until the Sub Grantee receives written approval from the County.

1.02 Approved Budget. The Sub Grantee agrees to complete the Scope of Work in accordance with the approved budget set forth in **Exhibit 1**.

1.03 Provisions. The Sub Grantee agrees to comply with all provisions in this Agreement including all exhibits.

II. AUTHORIZED USE OF GRANT FUNDS; ELIGIBILITY OF COSTS

2.01 Authorized Use of Grant Funds. The Sub Grantee is only authorized to use the grant funds awarded under this Agreement for cost directly incurred for the Scope of Work activities during the Project Activity Period as specified in **Exhibit 1**. The Sub Grantee shall administer services funded through this Agreement in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised States; 12 CCR 2510-1, Older Americans Act (OAA) Programs (Rule Manual Volume 10); Colorado Department of Human Services, Division of Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as may be amended from time to time. Sub Grantee is subject to all provisions of DRCOG's contract with CDHS.

2.02 Eligibility of Costs. All expenses are subject to DRCOG regulations including, but not limited to:

- All applicable provisions of 2 CFR part 200, 2 CFR part 300 and 45 CFR part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Humans Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants.

All expenses are also subject to the provisions outlined in the DRCOG Contract.

III. AWARD AMOUNT, MATCH, AND PAYMENT

3.01 Project Amount. The total budget of this Scope of Work is **$196,174.00**.

3.02 Maximum Grant Amount. The County awards to the Sub Grantee a grant of **$196,174.00** ("Maximum Grant Amount") to complete approximately **2,752 units (hours) of homemaker services and 2,550 units (hours) of personal care services** as outlined in the Scope of Work. In no event will the County's obligation under this Agreement be more than the Maximum Grant Amount. The County shall bear no responsibility for cost overruns that may be incurred by the Sub Grantee in the performance of the Scope of Work.

3.03 Local Match. A local match from the County is required for this operating grant. This requirement will be covered through the County's general fund budget. The local match shall not increase the Maximum Grant Amount.

3.04 Reimbursement Contingent Upon the Availability of the Local Match. Reimbursement is subject to and contingent upon the continuing availability of the required local match. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with funds provided to the County by DRCOG that are contingent upon the availability of the required local match. If, for whatever reason, the local match is insufficient, the County is only required to reimburse the Sub Grantee from such funds or any part thereof that are received from DRCOG based on the local match provided.

3.05 Reimbursement. Expenses will be reimbursed by the County for 100 percent of all eligible costs which have been paid to the County by DRCOG. Invoiced expenditures with all required documentation must be submitted to the Project Manager no later than the fifth day of the following month in order to be reimbursed for expenses from the previous month. Sub Grantees must use the approved forms and submit all required documentation as specified.

Sub Grantees shall submit any additional data or other information requested by the County to support the Sub Grantee's reimbursement request and shall submit any additional data or information that may be required by the federal government for reporting to DRCOG and the State of Colorado.

Upon the County's review and approval of the Sub Grantee's reimbursement request, the County will distribute to the Sub Grantee the approved reimbursement amount. The County may deny part, or all, of any reimbursement request if it believes that it is not a supportable Scope of Work expense. No reimbursement will be made which would cause the distribution of grant funds to exceed, cumulatively, such payment limits in Section 3.02. The County may withhold payment if the Sub Grantee is not current in its reporting requirements under Article V. Distribution of any funds or approval of any report is not to be construed as a County waiver of any Sub Grantee noncompliance with this Agreement.

3.06 Repayment of Unauthorized Use of Grant Funds. Upon a finding by the County that the Sub Grantee has made unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the County, the Sub Grantee agrees to promptly repay such amounts to the County.

3.07 Reversion of Unexpended Grant Funds. All funds granted by the County under this Agreement that have not been expended for Scope of Work activities taking place during the Project Activity Period, as defined in Section

6.01 below, shall revert back to DRCOG. Sub Grantee must meet the timeframes outlined in the County's agreement with DRCOG.

3.08 Grant Contingent upon State or Federal Funding. This Agreement is subject to and contingent upon the continuing availability of State Older Coloradoan's funds, or Federal Older Americans' Act funds for the purposes thereof. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with funds provided to the County by DRCOG. DRCOG receives these funds from the State of Colorado, State Funding for Senior Services, or the Federal Older Americans' Act, and therefore, the Sub Grantee expressly understands and agrees that all its right, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds from DRCOG. In the event that such funds or any part thereof are not received from DRCOG, the County may immediately terminate this Agreement without liability, including liability for termination costs.

IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

4.01 Documentation of Scope of Work Costs. All Scope of Work expenses must be supported by proper documentation, including properly executed payrolls, effort reporting or time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

4.02 Establishment and Maintenance of Scope of Work Information. The Sub Grantee agrees to establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to (a) Sub Grantee's performance under this Agreement, and (b) the receipt and expenditure of all grant funds and the Sub Grantee's match documentation (if required) under this Agreement. The Sub Grantee shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall remain intact all Scope of Work information until the latest of:

A. Six (6) years following the term of this Agreement; or
B. If any litigation, claim, or audit is commenced during either such period, when all such litigation claims or audits have been resolved.

4.03 Compliance with HB 18-1128. Sub Grantee shall comply with the applicable provisions of House Bill 18-1128 Concerning Strengthening Protections for Consumer Data Privacy, including any updates or amendments thereto. Compliance shall include, without limitation, compliance with all required procedures set forth in subpart F of the Scope of Work attached hereto. Sub Grantee shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i), shall maintain security procedures and practices consistent with C.R.S. § 24-73-101, *et seq.*, and has a statutory duty

to notify and cooperate with the County in the event of a security breach that compromises personally identifiable information (PII), which means any information maintained about an individual that can be used to distinguish or trace an individual's identity, including but not limited to name; social security number; date and place of birth; mother's maiden name; biometric records; other information linked or linkable to an individual such as medical, educational, financial and employment information; and any other information encompassed in C.R.S. § 24-72-501.

4.04 Audit Requirements. The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of Title II Part 200 of the Code of Federal Regulations, which supersedes Office of Management and Budget (OMB) Circular A-133. The Contractor shall, upon request, make a copy of the audit available for review by DRCOG and/or SUA. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in: Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2 shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

4.05 The Sub Grantee agrees to provide the Project Manager with a report of all audits performed.

V. REPORTING AND MONITORING REQUIREMENTS

5.01 Progress Reports. The Sub Grantee shall provide information about its progress in the Monthly Reimbursement Request forms it submits to the Project Manager. These reports shall include personal care units of service information from customer surveys, and copies of marketing materials, as applicable. The Sub Grantee shall provide applicable details and information including: data, explanations, descriptions, copies, and sample documents of milestone activities. If there is more than a ten percent deviation from the numbers listed in the milestones in the Scope of Work (**Exhibit 1**), an explanation for that deviation to the progress report(s) shall be added. Progress and change over time shall be evaluated and reported.

A template report form and/or access to the County's electronic data system shall be provided by Douglas County. The Sub Grantee must use the template(s) and electronic format provided for its reports. The Sub Grantee must also submit to the County any other forms and documentation related to the grant that the County requests. The County will furnish electronic copies of all template report forms to be completed and submitted.

5.02 Contents of Reports; Copies. The Sub Grantee agrees to report completely and to provide the County with any additional or follow-up information as may be requested by the County.

5.03 Other Monitoring Activities. To assist the County in monitoring compliance with this Agreement, the Sub Grantee agrees to attend regularly scheduled Sub Grantee meetings as requested by the County and to permit site visits by County staff during business hours, upon reasonable notice. The Sub Grantee agrees to submit to the County a copy of any promotional information regarding the Scope of Work disseminated by the Sub Grantee during the term of this Agreement.

5.04 Changed Conditions. The Sub Grantee shall use due diligence to achieve the milestones set forth in the Scope of Work. The Sub Grantee agrees to notify the County immediately of any development that has or will have a significant impact on performance of the Scope of Work, including, but not limited to, any problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the Scope of Work in accordance with the terms of this Agreement. The notice shall include a statement of action taken or contemplated and any assistance needed to resolve the situation. Additionally, the County will monitor performance on a quarterly basis to ensure milestones are achieved. A ten percent (10%) variance less than or greater than the target will be accepted.

5.05 Special Reporting Requirements. The County is required to report to DRCOG regarding Grant Program Activities. Accordingly, the Sub Grantee agrees to provide the County with any additional follow-up information reasonably requested by the County, in order to meet the County's reporting requirements.

VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION

6.01 Project Activity Period. This Project Activity Period will begin on **July 1, 2026, or the date of execution of DRCOG contract, whichever comes later**, and will end on **June 30, 2027**.

6.02 Term. The term of this Agreement shall extend from the Effective Date of this Agreement to a date sixty (60) calendar days following the end of the Project Activity Period defined in Section 6.01 to permit close out of this Agreement.

6.03 Termination by County for Convenience. The County may terminate this Agreement at any time and for any reason by providing the Sub Grantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, the Sub Grantee shall be entitled to compensation for Scope of Work activities in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the limits in Section 3.02.

6.04 Termination Due to Loss of Funding. The parties acknowledge and agree that Sub Grantee is to be paid, reimbursed or otherwise compensated for the services set forth herein with funds provided to the County by DRCOG. Sub Grantee expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon the County's receipt of such funds from DRCOG. In the event that such funds, or any part thereof, are not received by the County, the County may immediately terminate this Agreement without liability, including costs for termination.

6.05 Termination for Noncompliance. If there has been a material failure to comply with the provisions of this Agreement by either party (a "breach"), the other party may terminate this Agreement after seven (7) calendar days' written notice to the party in breach if such breach is not cured within the seven (7) day period. A material failure of the Sub Grantee to make reasonable progress toward completion of the Scope of Work without good cause and without providing the notices required by Section 5 constitutes a breach. At the County's option, the County may withhold payment of invoices during any period in which the Sub Grantee is noncompliant with this Agreement. If the County finds that the Sub Grantee's noncompliance is willful and unreasonable, the County may terminate or rescind this Agreement and require the Sub Grantee to repay the grant funds in full or in a portion determined by the County, except that Sub Grantee shall not be required to repay funds that the County has reviewed, approved, and distributed except as provided for in Sections 3.05 and 3.06.

6.06 Effect of Scope of Work Closeout or Termination. The Sub Grantee agrees that Scope of Work closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Sub Grantee by this Agreement. Project closeout or termination of this Agreement does not alter the County's authority to disallow costs and recover funds based on a later audit or other review, and does not alter the Sub Grantee's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

VII. CONTACT PERSONS; PROJECT MANAGER

7.01 Contact Persons. The authorized persons for receipt notices, reports, invoices, and approvals under this Agreement are the following:

The County:

Name:	Kim Smith
Title:	Community Programs Coordinator
Mailing Address:	100 Third St. Castle Rock, CO 80104
Phone:	303-660-7460
Email:	crsgrants@douglasco.gov

The Sub Grantee:

Name:	Jared Wagner
Title:	Owner
Mailing Address:	230 Third St., #200 Castle Rock, CO 80104
Phone:	303-378-0355
Email:	jared.wagner@homeinstead.com

or such other person as may be designated in writing for itself by either party.

7.02 County's Project Manager. The County's Project Manager for purposes of administration of this Agreement is the person listed for the County in Section 7.01, or such other person as may be designated in writing by the County. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on behalf of the County.

7.03 Sub Grantee Project Manager. The Sub Grantee's Project Manager for purposes of administration of this Agreement is the person listed for the Sub Grantee in Section 7.01, or such person as may be designated in writing by the Sub Grantee. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on the behalf of the Sub Grantee unless otherwise noted.

7.04 Notice. Notice to any party under this Agreement shall be made in writing, addressed as set forth above, and shall be delivered personally during normal business hours, or by prepaid first-class U.S. mail, e-mail or such other method authorized in writing by the party's Project Manager. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. Email notices shall be effective upon receipt. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or

delivered, but such substitutions shall not be effective until actual receipt of written notification.

VIII. GENERAL CONDITIONS

8.01 Amendments. The terms of this Agreement may be changed only by mutual agreement of both parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this Agreement.

8.02 Assignment and Sub Grants. The Sub Grantee shall not assign, sub grant, sublet, or transfer any Scope of Work activities without receiving express written consent of the County. Any attempt at assignment, sub granting, subletting, or transferring without such consent shall be void. Activities listed in the Scope of Work shall constitute written consent by the County. Any assignment, sub grant, sublet, or transfer by the Sub Grantee shall be subject to compliance with all terms and conditions of this Agreement including Exhibits 1 and 2.

8.03 Liability. The parties expressly agree that they do not contractually waive any limitations on liability or other immunities or defenses available to them by statute or common law, or activities undertaken pursuant to this Agreement. The Parties understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 120, or otherwise available to the County.

8.04 Relationship of the Parties. Nothing in this Agreement is intended or should be construed in any matter as creating or establishing the relationship of co-partners or a joint venture between the Sub Grantee and the County, nor creating third party beneficiary rights against the County or Sub Grantee, including but not limited to, Sub Grantee's contractors or subcontractors.

8.05 Indemnification. The Sub Grantee assumes liability for and agrees to defend, indemnify, and hold harmless the County, its officers, employees, agents, residents, and tax payers from and against all loses, damages, expenses, liability, claims, suits, or demands, including, without limitation, attorney's fees, arising out of, resulting from this Agreement, or relating to the performance of the Scope of Work by the Sub Grantee or Sub Grantee employees, agents, or contractors. In addition, the Sub Grantee shall comply with all indemnification and insurance requirements set forth in Exhibit D to the DRCOG Contract**.** If Sub Grantee is served with a pleading or other document in connection with an action before a court or administrative decision making body, and such pleading or document relates to this

Agreement or may affect Sub Grantee's ability to perform its obligations under this Agreement, Sub Grantee shall, within 3 days after being served, provide notice to the County of such action and deliver copies of such pleading or document to the County.

8.06 Acknowledgement. The Sub Grantee shall appropriately acknowledge the support received under "the Older Americans Act" in any promotional materials, reports, and publications relating to the Scope of Work.

8.07 Jurisdiction, Venue, and Applicable Law. Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, shall be in state or federal court with competent jurisdiction in Douglas County, Colorado. All matters relating to the performance of this Agreement shall be controlled by and determined in accordance with the laws of the State of Colorado.

8.08 Conflict. In the event that any provisions contained herein conflicts with those in Exhibit 2, provisions in Exhibit 2 shall prevail.

8.09 Extension of Provisions. All provisions herein contained, including the benefits and burdens, shall extend to be binding upon the Sub Grantee, its heirs, legal representations, successors, and assigns.

8.10 Complete Integration. This Agreement, including all Exhibits attached hereto, represents the complete integration of all understandings between the parties and all prior representations and understandings, oral or written, are merged herein.

IX. GENERAL REQUIREMENTS

9.01 Incorporation of Specific Requirements. Specifically, and without limitation, the Sub Grantee agrees to comply with all requirements set forth in Exhibit 2, including all exhibits thereto. By signing this Agreement, the Sub Grantee certifies that it has received and reviewed Exhibit 2 and agrees to comply with all provisions set forth therein.

9.02 Integrity Certification. By signing this Agreement, the Sub Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency. The Sub Grantee further certifies it has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. This certification is a material representation of fact upon which the County relies in entering this Agreement. If it is later determined that the Sub Grantee knowingly rendered an erroneous certification, in addition to other

remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Sub Grantee shall provide to the County immediate written notice if at any time the Sub Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

9.03 Prohibition Against Workers without Authorization. Sub Grantee hereby certifies that it does not and shall not knowingly employ or contract workers without Authorization. By signing this Agreement, Sub Grantee represents and warrants that it will comply with all requirements regarding the same set forth in the DRCOG Contract, including but not limited to those set forth in Sections 2 - 4 of Exhibit B to the DRCOG Contract and Exhibit H to the DRCOG Contract, all of which are expressly adopted and incorporated herein.

9.04 Equal Employment Opportunity. Sub Grantee agrees to comply with all applicable federal laws, regulations, and orders regarding "Equal Employment Opportunity", as may be amended from time to time, and to execute such provisions as are required under Exhibit C to the DRCOG Contract attached hereto.

Sub Grantee shall comply with the appropriate areas of the Americans with Disabilities Act of 1990, as amended, and any other applicable federal, state or local laws and regulations.

The parties adopt and incorporate the requirements of 41 CFR § 60-1.4(a) and 29 CFR § 471, Appendix A to Subpart A, if applicable.

Sub Grantee shall comply with all applicable requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

9.05 No Federal or State Obligation. This grant is financed by state funds administered by DRCOG. However, payments to the Sub Grantee will be made by the County. Neither the United States nor the State of Colorado is a party to this Agreement. No reference in this Agreement to the United States, DRCOG, or any representative of the State or federal government makes the United States or the State of Colorado a party to this Agreement. The Sub Grantee shall include this clause in any contracts or agreements under this Agreement.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below. This Agreement is effective upon final execution by both parties.

THE BOARD OF COUNTY COMMISSIONERS: OF THE COUNTY OF DOUGLAS, COLORADO

APPROVED AS TO CONTENT:

_____
George Teal
Chair, Board of County Commissioners

Date: _____

_____
Jennifer L. Eby
Director of Community Services

Date: _____

_____
Hayley Hall
Clerk to the Board

Date: _____

APPROVED AS TO LEGAL FORM:

_____
Arielle J. Denis
Assistant County Attorney

Date: _____

APPROVED AS TO CONTENT:

_____
Douglas J. DeBord
County Manager

APPROVED AS TO FISCAL CONTENT:

_____
Christie Guthrie
Director of Finance

Date: _____

VanHamme Enterprise, LLC dba Home Instead
Sub Grantee

_____
By (Signature)

_____
Title

_____
Address

_____
City, State, Zip Code

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day

of _____, _____ by _____.
(month) (year) (name of Subgrantee signatory)

My commission expires:_____

Witness my hand and official seal

_____
Notary Public

EXHIBIT 1 - Scope of Work and Conditions

VanHamme Enterprise, LLC dba Home Instead, Douglas County, Denver Regional Council of Governments (DRCOG) Older Adult Homemaker and Personal Care Services Agreement

Grant Year	For the period July 1, 2026, through June 30, 2027
Title of Project	HI Homemaker and Personal Care Services SubGrantee Agreement between VanHamme Enterprise, LLC dba Home Instead, and Douglas County for services under contract EX26040.
Project Description	Homemaker and Personal Care services for older adults.

A. Program Description

Sub Grantee is an older adult services program that provides homemaker and personal care services to residents of Douglas County.

B. Project Description

This project accomplishes the goal of improving homemaker and personal care options for seniors age 60 and older in all parts of Douglas County. The increase in homemaker and personal care opportunities will be achieved by leveraging funding for current services.

Sub Grantee will provide homemaker and personal care services for seniors through qualified care staff.

Service Definition for Homemaker Services: Assistance to persons who meet the eligibility requirements for in-home services who are unable to perform two or more of the following instrumental activities of daily living: preparing meals, laundry, shipping for personal items, managing money, using the telephone, or doing light housework.

Service Definition for Personal Care Services: Personal assistance, stand-by assistance, supervision, or cues for persons who meet the requirements for in-home services.

C. Project Budget

1. The twelve (12) month net cost for this project is estimated to be and will be allocated for the Grant Year as follows:

Projects	
Homemaker Services	**$ 101,824.00**
Personal Care Services	**$ 94,350.00**
Total	**$ 196,174.00**

2. Project costs must not exceed the maximum allowable cost of **$196,174.00**.

3. Sub Grantee is solely responsible for all costs this project incurs above the amount Douglas County reimburses to Sub Grantee from DRCOG and County match funds for the share of eligible, actual costs. If the final, actual project cost is less than the maximum allowable cost of **$196,174.00,** the County is not obligated to provide any more of the eligible, actual operational costs.

4. Funds from this grant will pay personal care services on a per-unit basis for adults age 60 and older. One unit of service is defined as one hour of personal care service. Sub Grantee in partnership with the Douglas County Department of Community Services, provides these services.

5. Sub Grantee is responsible for providing monthly reporting on units provided to qualified Douglas County residents under the guidelines of this project. Monthly reports are due to Douglas County no later than the fifth (5^{th}) day of each month. If the 5^{th} day falls on a weekend or holiday, the monthly report will be due on the prior business day.

6. DRCOG and Douglas County require that the service units detailed by this Agreement are provided throughout the grant year.

   a. As such, at least forty percent (40%) but no more than sixty percent (60%) of the contracted **homemaker** funds must be spent by December 31, 2026, and seventy percent (70%) but no more than ninety percent (90%) of the contracted **homemaker** funds must be spent by March 31, 2027. All **homemaker** funds must be spent by June 30, 2027.

   b. As such, at least forty percent (40%) but no more than sixty percent (60%) of the contracted **personal care** funds must be spent by December 31, 2026, and seventy percent (70%) but no more than ninety percent (90%) of the contracted **personal care** funds must be spent by March 31, 2027. All **personal care** funds must be spent by June 30, 2027.

D. Reimbursement Eligibility

1. Sub Grantee shall submit monthly reimbursement requests, including all related documentation to Douglas County. Requests must be within the limits of Sections C, E and F of this Exhibit and shall otherwise comply with the terms of this Agreement.

E. Project Performance

1. Sub Grantee shall track and report the number of total clients and other users of these services during the Grant Year.

Project	**Total Units to be Provided**
Homemaker Services	2,752 hours at $37 per one unit
Personal Care Services	2,550 hours at $37 per one unit

F. Data Reporting, Sharing, and Confidentiality

1. The County will provide to the Sub Grantee access to its data system or provide a reporting spreadsheet template, through which the Sub Grantee shall capture and report data for all

services provided under this Sub Grantee Agreement. The Sub Grantee shall record and report: (i) participant information; (ii) Household information; (iii) Program data; (iv) Service records; and (v) Funding and expenditure records. Be sure to include trip counts, trip costs, demographic information, information from surveys, narrative program questions, and Douglas County approved copies of marketing materials related to the grant program with your monthly reporting.

2. The County and Sub Grantee agree that sharing client data is necessary to meet client needs. Accordingly, the County and the Sub Grantee agree that client data may be shared between the parties, provided, however, that each party shall protect confidential client information as required by state and federal law and this Agreement. Prior to sharing any client information, the Sub Grantee shall obtain an Authorization for Release of Information ("ROI"), in the form included as **Exhibit 3** to this Sub Grantee Agreement or as otherwise approved in writing by the Project Manager, executed by the client which allows the Sub Grantee to share the client's information with the County and any other sub-grantees specified in the ROI form.

3. The Sub Grantee must comply with all applicable provisions of HB 18-1128 regarding "Personal Identifying Information" as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b) and to "Personal Information" as defined in C.R.S. 24-73-103(1)(g). Personal Identifying Information and Personal Information are referred to collectively herein as "Personal Data." Compliance shall include, without limitation:

    i. Adopting and enforcing a written policy governing the destruction of electronic and paper documents containing Personal Data. The written policy must, at a minimum, require that when electronic or paper documents containing Personal Data are no longer needed, such documents will be destroyed by shredding, erasing, or otherwise modifying the Personal Data so as to make it unreadable or indecipherable through any means;
    ii. Implementing and maintaining reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction. Such procedures must be appropriate in light of the nature of the Personal Data that is provided to the partner and the nature and size of the partner's business and operations;
    iii. Providing immediate written notification to the Project Manager; in the event the partner becomes aware that an unauthorized acquisition of Personal Data compromising the security, confidentiality or integrity of the Personal Data (hereinafter, a "Security Breach") has or may have occurred. The partner shall promptly and in good faith conduct an investigation to determine the likelihood that Personal Data has been or will be misused and shall coordinate with and promptly report the results of such investigation to the Project Manager; crsgrants@douglasco.gov as requested;
    iv. Providing prompt written notification to affected Colorado residents, but in no event later than thirty (30) days after the date of determination that a

Security Breach occurred, in accordance with the provisions of House Bill 18-1128; and

v. To the extent applicable, requiring any third-party service providers, as defined in C.R.S. § 6-1-716(i) and C.R.S. § 24-73-103, to implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed to the third-party service provider and reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure or destruction.

4. In order to help protect client Personal Data from unauthorized access, use, modification, disclosure, or destruction, the Sub Grantee shall: (i) have and enforce a written policy outlining how Personal Data will be collected, maintained, and protected from inadvertent release; (ii) require and provide training on the protection of Personal Data to anyone with access to client confidential information and/or the County's data system or reporting spreadsheet, including but not limited to employees and volunteers; (iii) require anyone with access to client confidential information and/or the County's data system or reporting spreadsheet to execute an acknowledgment, in the form included as **Exhibit 4** or as otherwise approved in writing by the Project Manager, of their obligation to maintain the confidentiality of Personal Data; and (iv) maintain a secure environment that ensures the confidentiality of Personal Data. Attached as **Exhibit 5** are recommendations for best practices to implement and maintain reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction.

G. Special Conditions

1. Sub Grantee may not bill the County under this Agreement until the Agreement is fully executed. No services shall be provided prior to the full execution of the DRCOG Contract.

2. Sub Grantee shall have a valid policy in place to require background checks be conducted for all employees, volunteers, and agents of Sub Grantee providing personal care services. Sub Grantee shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records. Sub Grantee shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual Subsection 401.15, and shall ensure that its employees, volunteers, and agents are in compliance with the restrictions of said Subsection. Sub Grantee shall make available all background check results to Douglas County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting and meeting funding requirements.

3. Sub Grantee shall demonstrate a good faith effort to provide, and certify as applicable, safety-related training for staff, volunteers, and other appropriate personnel.

4. Sub Grantee shall comply with all applicable requirements for establishing and utilizing waiting lists when services are available but cannot be provided to all eligible consumers as set forth in Section 14 of Exhibit B to the DRCOG Contract.

5. Sub Grantee represents and warrants that: (i) it has a consumer complaint/appeal process in place that conforms to all requirements set forth in Section 15 of Exhibit B to the DRCOG Contract; and (ii) it has a process in place to monitor service quality and consumer satisfaction that conforms to all requirements set forth in Section 16 of Exhibit B to the DRCOG Contract.

6. Sub Grantee acknowledges receipt of DRCOG's on-site assessment requirements and shall comply with the on-site assessment requirements.

EXHIBIT 2 – Contract EX26040

Docusign Envelope ID: 30AE07A6-20A1-88B7-83AC-4C6F58129CCE

CONTRACT BY AND BETWEEN THE

DENVER REGIONAL COUNCIL OF GOVERNMENTS
1001 17th Street, Suite 700
Denver, Colorado 80202
("DRCOG")

and

DOUGLAS COUNTY GOVERNMENT
100 Third Street
Castle Rock, Colorado 80104
("CONTRACTOR")

for

Older Adult Services
("Contract")

Project Number 554027/624027 **Contract Number EX26040**

RECITALS:

A. DRCOG is the recipient of grant funds under Title III of the Older Americans Act (OAA) and the State of Colorado (State) Funding for Senior Services (SFSS).
B. DRCOG desires Contractor to render certain services hereinafter described in connection with an undertaking which is expected to be financed under the OAA and SFSS.
C. The Contractor agrees to comply with all relevant provisions of the Contract between DRCOG and the State for OAA/SFS, incorporated herein by reference and made a part of this Contract, as if fully set forth, in the monitoring and administration of this Contract.

NOW THEREFORE, the parties hereto mutually agree as follows:

1.0 SELECTION OF CONTRACTOR

DRCOG hereby selects the Contractor, and the Contractor hereby agrees to perform the services hereinafter set forth in connection with the project of DRCOG under the OAA, and SFSS.

2.0 SCOPE OF WORK

The Contractor shall do, perform, and carry out, in a satisfactory manner, as determined by DRCOG, all work elements described in the Contractor's Proposal submitted for funding (as approved and as may be amended, from time to time, by DRCOG) which is herein incorporated by reference and made a part of this Contract and which is summarized in Exhibit A, Scope of Work, of this Contract. The Contractor will administer services funded under this Contract in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised Statutes; 12 CCR 2510-1, Older Americans Act Programs (Rule Manual Volume 10); Colorado

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Department of Human Services, Division of Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as from time to time may be amended.

3.0 ADMINISTRATIVE REQUIREMENTS

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of 45 CFR, Part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Humans Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants. Contractor is subject to all provisions of DRCOG's contract with CDHS (see Section 18B of the State contract). In addition, Contractor must also comply with the State Unit on Aging Policy and Procedure Manual, as may be amended.

4.0 TIME OF PERFORMANCE

Services of the Contractor shall commence upon Contract execution or July 1, 2026 whichever comes later. Services shall be undertaken in such sequence as to assure completion of all services required hereunder by June 30, 2027. Funding levels shall be awarded annually, and funding of this Contract is conditioned upon funds being made available to DRCOG for such purposes.

Services cannot commence prior to an executed contract.

After the initial term, at DRCOG's discretion, this contract may be extended for one (1) additional one-year terms. Services eligible for the extension are determined annually by DRCOG. If eligible, Contractor shall receive notice from DRCOG no later than January 31 of the then current year. Contractor shall submit to DRCOG a proposal including but not limited to, a detailed budget (outlining administrative, travel, equipment, contractual services, staff training/education and indirect costs), the number of units of services proposed to be provided (both compensated and non-compensated), the proposed unduplicated clients to be served, proposed matching funds (cash and in-kind), and anticipated program income by 5:00 P.M. on March 1 of the then current year,. The scope of compensated services proposed shall not change without DRCOG's written permission. Contract amounts for the additional terms may vary according to the level of available funds.

5.0 PAYMENT TERMS

5.1 Maximum Amount

DRCOG agrees to reimburse the Contractor for allowable project expenses up to but not exceeding the sum of **$705,222.00** in **OAA and SFSS** funds and based on the cumulative number of service units delivered after applying program income. The total **OAA and SFSS** dollars, contracted units of service, and cost reimbursement rate are outlined in Exhibit A, Scope of Services attached hereto.

5.2 Other Contributions

Contractor cash match, Contractor in-kind services, Contractor program income/client contributions, and State cash match contributions, if applicable, are also outlined in Exhibit A, Scope of Services attached hereto.

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5.3 In-Kind Contributions

Valuation of in-kind contributions shall show how the contribution was computed and must be incorporated into the Contractor's accounting records. Supplies, volunteer services and other contributions shall be valued as described under 45 CFR, Part 74, Subpart C.

6.0 HHS GRANT

It is agreed by the above parties that should the HHS or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto. Unearned payments under this Contract may be suspended or terminated in the event that the Contractor refuses to accept additional terms or conditions to this Contract that may be imposed by HHS, the State or DRCOG after the effective date of this Contract.

7.0 CHANGES

Except as may be expressly provided in this Contract, including its Exhibits and Attachments, any changes, including, without limitation, any increase in the amount of this Contract, changes in the scope of services, or service unit reimbursement rate which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in a written amendment to this Contract.

8.0 DEBARMENT, SUSPENSION

By signing this Agreement, the Contractor represents that its organization and its principals and employees are not suspended, debarred, excluded from participation, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department. If Contractor, its principals, employees or agents become ineligible to participate in any such program during the term of this Contract, Contractor shall notify DRCOG in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

9.0 UNIQUE ENTITY ID

System for Award Management (SAM) and Unique Entity ID Requirements: Contractor must obtain a unique entity identifier (UEI), but is not required to fully register in Sam.gov. Contractor shall provide its Unique Entity ID to DRCOG, and shall update Contractor's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's information Start here to request a new UEI in SAM.gov .

10.0 CERTIFICATE OF GOOD STANDING

Proof of Registration with Colorado Secretary of State: Contractor shall furnish a Certificate of Good Standing from the Colorado Secretary of State's Office, as proof that it is properly registered to do business in the State of Colorado. Such Certificate shall be provided with the signed Agreement; **provided however, the foregoing shall not apply to the State, its agencies, municipalities, counties, political subdivisions, special districts, or other public entities.**

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11.0 CORA DISCLOSURE

To the extent not prohibited by federal or state law, this Contract and the Work are subject to public release through the Colorado Open Records Act, CRS § 24-72-200.1, *et seq.*, as may be updated from time to time.

12.0 COLORADO LAW FOR PERSONS WITH DISABILITIES

To the full extent possible, Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level A and Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

13.0 TERMS AND CONDITIONS

The parties agree that this Contract is also subject to the provisions set forth in the Exhibits and Attachments of this Contract, attached hereto and incorporated herein.

14.0 AUTHORITY

The undersigned signatories of Contractor represent that they have been duly authorized to execute this Agreement and have full power and authority to bind Contractor to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital or submitted by facsimile or electronic mail are their own. Contractor further understands and agrees that no further certification authority or third-party verification is necessary to validate any signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the _____ day of _____, 20___ and acknowledge that the signatures hereon, whether handwritten, typed, electronic, or digital or submitted by facsimile or electronic mail, are sufficient and legally binding.

DENVER REGIONAL COUNCIL OF GOVERNMENTS	**DOUGLAS COUNTY GOVERNMENT**
By: _____	By: _____
Douglas W. Rex, Executive Director	Title: _____
ATTEST:	ATTEST:
By: _____	By: _____
Roberta Cole, Manager Contracts & Budget	Title: _____

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Exhibit A: SCOPE OF WORK

Agency Information

Organization Name: Douglas County Government

Doing Business As: Department of Community Development

Address: 100 Third Street Castle Rock, CO 80104

Phone: (303) 660-7400

Unique Entity ID: LXE5XEA44AH6

Organization URL: https://www.douglas.co.us/

Agency Director: George Teal

Agency Director Phone: (303) 660-7401

Agency Director Email: BOCC@douglas.co.us

Approved Indirect Rate w/Base: N/A

Agency Description: Douglas County's goal is quality of life for all citizens. This includes keeping people safe, ensuring access to resources and services, and supporting the most vulnerable County residents

Project Term Date: July 1, 2026 – June 30, 2027

Primary Contact
Primary Contact Name: Kimberly Smith
Primary Contact Email: 303-660-7347
Primary Contact Phone: ksmith@douglasco.gov

Grant General Information
Title of Proposal: Douglas County Older Adult Services 26-27

Purpose
DRCOG is sub-awarding funds to the above subrecipient for the services identified within this scope of work. The scope of work is generated from the proposal submitted to DRCOG the notice of funding opportunity issued for Older Americans Act and State Funding for Senior Services funds. Subrecipient must adhere to the information contained within the proposal that was submitted and the detailed budgets provided in DRCOG's grant management system. This includes the budget narrative and service narrative section submitted.

Total Project Budget

Revenue Source	Amount
Total Contracted Funds	$705,222.00
Total Cash Match	$66,850.00
Total In-kind Match	$26,079.00
Total State Part E Match	$ 0.00
Total Estimated Program Income	$ 0.00
Total Revenue (Less Program Income)	**$798,151.00**

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Appropriations

Service	Project Number	CFDA	Description	Amount
Assisted Transportation	554027	93.044	Federal Older Americans Act Title III Part B	$299,700.00
Chore	554027	93.044	Federal Older Americans Act Title III Part B	$16,800.00
Homemaker	554027	93.044	Federal Older Americans Act Title III Part B	$201,972.00
Personal Care	624027	N/A	State Funding for Senior Services	$186,750.00

Service: Assisted Transportation

Service Description

Douglas County will provide assisted, door-to-door transportation services to support older adults who need reliable access to medical care, essential errands, and community resources. Assisted transportation addresses mobility limitations, safety concerns, and lack of access to private and public transportation options, allowing older adults to remain independent and connected while meeting basic daily needs.

To deliver this service, Douglas County contracts with Aging Resources of Douglas County (ARDC) and the Castle Rock Senior Activity Center (CRSAC), both of which have extensive experience operating demand-response transportation programs for older adults. Douglas County provides active oversight by reviewing service data, monitoring performance, ensuring accurate reporting, and guiding providers on program expectations and Older Americans Act requirements.

Older adults may access assisted transportation through self-referral or referral from Douglas County First Call, Human Services, or community-based organizations. Providers screen individuals to confirm eligibility and assess trip needs, including mobility requirements and trip purpose. Priority is given to older adults with the greatest economic and social need, with medical and health-related trips prioritized when capacity is limited. Clients are informed of grievance procedures, nondiscrimination policies, and voluntary contribution guidelines.

Trips are scheduled on a door-to-door basis to ensure safety and accessibility. To better meet growing demand, Douglas County will increase planned assisted transportation units from 8,563 to 8,904 in the current year while maintaining the same funding request. This increase will be achieved through overmatching the grant and increasing the County's cash match contribution to nearly 10 percent of the total grant request, demonstrating Douglas County's commitment to maximizing service delivery and leveraging local resources to meet older adult transportation needs.

With continued grant support, this coordinated and cost-effective approach will ensure assisted transportation remains an essential service for older adults who would otherwise face significant barriers to accessing care and community resources.

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State Service Definition

Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

1 Unit = 1 One-Way Trip

Service Budget

Revenue

Funding Source	Amount
Contracted Funds	$299,700.00
Cash Match	$29,748.00
In-kind Match	$7,451.00
State Part E Match	$0.00
Estimated Program Income	$0.00
Total Revenue (Less Program Income)	**$336,899.00**

Expenses

Expense Category	Amount
Personnel	$7,451.00
Travel	$0.00
Equipment	$0.00
Contractual Services	$329,448.00
Supplies	$0.00
Indirect	$0.00
Other Expenses	$0.00
Total Expenses	**$336,899.00**

Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	8,904
Gilpin	0
Jefferson	0
Total	8,904

Reimbursement Rate: Actual Cost

Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0

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Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	120	20	47	1	470
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
Total	120	20	47	1	470

Service: Chore

Service Description
Douglas County will provide chore services that address essential safety-related household tasks, such as yard clean-up, debris removal, and minor home safety activities. These services reduce fall risks and help older adults with mobility or functional limitations remain safe in their homes.
Douglas County contracts with Aging Resources of Douglas County (ARDC) to deliver these services. ARDC uses trained paid staff and screened volunteers, allowing the program to complete a wide range of tasks efficiently while maximizing resources. The County provides oversight through monthly data reviews, performance monitoring, and verification of compliance with OAA requirements.

Clients may enter the program through self-referral or referrals from County departments, churches, and other community agencies. ARDC conducts an eligibility assessment and collects all OAA-required demographic and functional information. Clients also receive information on grievance procedures, nondiscrimination policies, and other available services.
Once enrolled, chore tasks are scheduled based on need and safety priorities, with volunteers typically handling group yard projects and staff completing tasks that require additional skills or physical capacity. All services are documented, and changes in client needs are addressed through referrals to complementary support.

To better meet rising demand, Douglas County will increase planned chore service units from 534 to 1,030 in the current year while maintaining a cost-effective unit rate. This increase will be achieved through overmatching the grant and increasing the County's cash match contribution to 10 percent of the total grant request, demonstrating Douglas County's commitment to maximizing service delivery and leveraging local resources to ensure more older adults receive essential assistance that supports aging in place.

Through strong provider partnerships, trained personnel, and consistent County oversight, chore services remain a dependable, essential resource for older adults in Douglas County.

State Service Definition

Chore services are those services designed to increase the safety of older adults living at home such as assistance with heavy housework, yard work or sidewalk maintenance. Chore service activities are one-time, seasonal or occasional in nature, and shall be planned with input from the older adult based on an evaluation of the older adult's strengths and needs, and the degree of physical and/or cognitive impairment of the older adult.

1 Unit = 1 Hour

Service Budget

Revenue

Funding Source	Amount
Contracted Funds	$16,800.00
Cash Match	$1,664.00
In-kind Match	$3,726.00
State Part E Match	$0.00
Estimated Program Income	$0.00
Total Revenue (Less Program Income)	**$22,190.00**

Expenses

Expense Category	Amount
Personnel	$3,726.00
Travel	$0.00
Equipment	$0.00
Contractual Services	$18,464.00
Supplies	$0.00
Indirect	$0.00
Other Expenses	$0.00
Total Expenses	**$22,190.00**

Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	577
Gilpin	0
Jefferson	0
Total	577

Reimbursement Rate: Actual Cost

Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	13	3	6	0	75
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
Total	13	3	6	0	75

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Service: Homemaker

Service Description

Douglas County will provide homemaker services to support older adults who need assistance maintaining a clean, safe, and healthy home environment. These basic housekeeping supports, including removing clutter, dusting, vacuuming, mopping, bathroom and kitchen cleaning, laundry, and changing bed linens, allow clients to remain safe in their homes and help reduce health and safety risks associated with declining mobility and functional limitations.

To deliver these services, Douglas County contracts with three licensed Colorado in-home care providers: Visiting Angels, Home Instead, and ACASA Senior Care. Each agency has extensive experience serving older adults and maintains established working relationships with local hospitals, clinics, and community partners. Douglas County plays an active oversight role by monitoring performance, reviewing monthly service data, ensuring accuracy of all required reporting, and guiding providers on program expectations and grant metrics. All agencies comply with the state home care licensing requirements and employ trained, screened, and supervised homemaker staff who follow consistent quality and safety standards.

Clients may access the program through self-referral or referral from Douglas County Community Services, Human Services, health care partners, or community organizations. Once a referral is received, a contracted provider contacts the individual to complete an in-home eligibility assessment. Staff collect all OAA-required information, which includes age, demographic details, residential address, functional limitations, and the client's specific homemaker needs. Clients are also informed about additional services for which they may be eligible, along with the program's grievance procedures, nondiscrimination, and voluntary contribution policies.

After enrollment, trained homemaker staff provide services based on an individualized service plan. Providers make every effort to assign consistent staff to support continuity, and they maintain regular supervision and quality assurance oversight. Douglas County reviews service trends across agencies, monitors adherence to contract requirements, and collaborates with providers to address any service gaps or challenges. All visits and units delivered are documented, and providers respond when client needs change or when additional support may be appropriate.

To better meet growing community demand, Douglas County is increasing its planned homemaker service units from 5,449 to 5,504 this year while keeping the funding request the same. This allows the program to serve more older adults at a stable and competitive unit cost. With continued grant support, this coordinated and professionally managed approach will ensure that homemaker services remain a reliable and essential resource for older adults who would otherwise be unable to afford these services.

State Service Definition

Assistance to persons who meet the eligibility requirements for in-home services and who are unable to perform two or more of the following instrumental activities of daily living: preparing meals, laundry, shopping for personal items, managing money, using the telephone, or doing light housework.

1 Unit = 1 Hour

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Service Budget

Revenue

Funding Source	Amount
Contracted Funds	$201,972.00
Cash Match	$18,188.00
In-kind Match	$7,451.00
State Part E Match	$0.00
Estimated Program Income	$0.00
Total Revenue (Less Program Income)	**$227,611.00**

Expenses

Expense Category	Amount
Personnel	$7,451.00
Travel	$0.00
Equipment	$0.00
Contractual Services	$220,160.00
Supplies	$0.00
Indirect	$0.00
Other Expenses	$0.00
Total Expenses	**$227,611.00**

Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	5,504
Gilpin	0
Jefferson	0
Total	5,504

Reimbursement Rate: $36.70

Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	63	11	26	1	253
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
Total	63	11	26	1	253

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Service: Personal Care

Service Description

Douglas County will provide personal care services to support older adults who need hands-on assistance with activities of daily living, including bathing, dressing, grooming, mobility assistance, toileting, and medication reminders, to remain safe and independent at home. These services are critical for older adults with declining physical function and lacking a support network.

To deliver personal care services, Douglas County contracts with three licensed Colorado in-home care providers: Visiting Angels, Home Instead, and ACASA Senior Care. Each agency has extensive experience serving older adults and maintains established working relationships with local hospitals, clinics, and community partners. Douglas County plays an active oversight role by monitoring performance, reviewing monthly service data, ensuring accuracy of all required reporting, and guiding providers on program expectations and grant metrics. All agencies comply with state home care licensing requirements and employ trained, screened, and supervised personal care staff who follow consistent quality and safety standards.

Clients may self-refer or be referred by Douglas County Community Services, Human Services, Adult Protective Services, health care partners, or community organizations. A contracted provider completes an in-home eligibility assessment, gathers all OAA-required demographic and functional information, and develops an individualized care plan. Clients also receive information about other available services, voluntary contribution policies, and grievance and nondiscrimination procedures.

After enrollment, providers assign consistent personal care staff whenever possible and adjust services when client needs change. Douglas County monitors service trends, collaborates with providers to address gaps, and ensures that grant-funded hours are directed to older adults with the greatest need. All visits and units delivered are documented, and providers respond when client needs change or when additional support may be appropriate.

To better meet community demand, Douglas County is increasing planned personal care units from 4,961 to 5,100 this year while keeping the funding request the same. This efficiency allows the County to serve more vulnerable residents at a stable, competitive unit cost. With continued grant support, personal care services will remain a vital resource enabling older adults to safely age in place and avoid institutionalization.

State Service Definition

Assistance (Personal assistance, stand-by assistance, supervision or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person’s home and possibly other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs) for persons who meet the requirements for in-home services.

1 Unit = 1 Hour

Service Budget

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Revenue

Funding Source	Amount
Contracted Funds	$186,750.00
Cash Match	$17,250.00
In-kind Match	$7,451.00
State Part E Match	$0.00
Estimated Program Income	$0.00
Total Revenue (Less Program Income)	**$211,451.00**

Expenses

Expense Category	Amount
Personnel	$7,451.00
Travel	$0.00
Equipment	$0.00
Contractual Services	$204,000.00
Supplies	$0.00
Indirect	$0.00
Other Expenses	$0.00
Total Expenses	**$211,451.00**

Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	5,100
Gilpin	0
Jefferson	0
Total	5,100

Reimbursement Rate: $36.62

Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	10	1	5	1	35
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
Total	10	1	5	1	35

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Non-Compensated Services

Services	Units
Information and Assistance	50
Outreach	520
Nutrition Education	0
Nutrition Counseling	0

Performance Standards

1. Performance will be reviewed throughout the grant agreement. Subrecipient will need to report to DRCOG whenever one or more of the following occurs:
    a. Budget changes in excess of 10% of the total budget for any expense.
    b. Project schedule changes.
    c. Project outcomes were not met.
    d. Identification of problem areas and how the problems will be solved.
    e. Expected impacts and the efforts to recover from delays.
2. Prior written approval from DRCOG must be obtained for budget changes in excess of 10% of the total project or for any expense, project schedule changes, and any changes to this scope of work or services provided.
3. DRCOG will periodically review the estimated unit and clients served by county in this scope of work against the actual clients and units provided. Subrecipient will need to provide an explanation and details on outreach efforts to counties identified in the proposals are not served. Variances greater than 10% may require an explanation to be submitted to DRCOG.
4. Subrecipient must submit monthly claims to DRCOG for eligible costs incurred after the date of execution of this Grant through WebGrants. Claims must be submitted on the 15th of the month following the month expenses were incurred. For example, for expenses incurred in January, invoice(s) should be submitted by February 15. If the 15th falls on a weekend or holiday, the reimbursement request will be due the business day before.
    a. For actual cost services, monthly claim submissions must include supporting documentation for costs incurred. Expenses incurred will be reviewed for allowability prior to payment being made.
    b. For all services, monthly claim submissions must include units of service provided by county to be reimbursed. Expense cannot be reimbursed without units being provided.
5. Subrecipient must utilize the most recent State Participant Information Assessment forms or ask the same questions and enter that data timely into SUDS. DRCOG will review required data reporting quarterly and subrecipient must enter in any missing data identified during this review with the timelines identified by DRCOG staff.

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Exhibit B: TERMS AND CONDITIONS

The following supplemental terms and conditions apply to the Contract herein and take precedence over any conflicting language within the Contract.

1. Personnel.
The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with DRCOG.

2. Employment Eligibility Verification (Federal requirement).
If this Contract includes an award of Federal funds of more than $3,000, Contractor must also comply with the E-Verify Federal Contractor Rule set forth in Exhibit H, attached hereto and incorporated herein by reference, which requires the Contactor to use the E-Verify program to verify the employment eligibility of all employees assigned to the Contract and all new hires. If Contractor uses one or more subcontractors to provide services under the Contract, Contractor shall include the language set forth in Exhibit H in any subcontract that is: (1) for commercial or noncommercial services or construction; (2) has a value of more than $3,000; and (3) includes work performed in the United States. Contractors who are State or local governments, institutions of higher education, or governments of a Federally recognized Indian tribe are not exempt from these requirements; however, such entities may choose to verify only those employees who are assigned to the Contract, whether existing employees or new hires, as further detailed in Exhibit H.

3. Qualifications.
All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

4. Background Check; Driver's License.
Contractor shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records check, shall be conducted for all employees, volunteers, and contractors of Contractor providing services delivered via one-to-one contact or as specified in the SUA Policy and Procedure Manual, Subsection 401.15. Contractor shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual, Subsection 401.15, and shall ensure that its employees, volunteers, and contractors are in compliance with the restrictions of said Subsection. Effective January 1, 2019, Contractor shall comply with the requirements outlined in SUA Policy and Procedure Manual Subsection 401.16 and the correlated DRCOG policy in which it is stipulated that a Colorado Adult Protective Services (CAPS) background check is conducted prior to hiring or contracting with a new employee who will provide direct care to an at-risk adult. Employees, volunteers, or contractors responsible for transporting consumers shall have a valid Colorado driver's license and shall not have any alcohol related offenses in the past three years, or two or more convictions or chargeable accidents within the past two years.

5. Sub-grant or Subcontract.
None of the work or services covered by this Contract shall be sub-granted or subcontracted to any other party except for those listed on Exhibit E (*without the prior written approval of*

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DRCOG). Failure to obtain DRCOG's prior approval of any additional sub-grantors or subcontractors shall result in the disallowance of reimbursements for any services provided by sub-grantor or subcontractors not previously approved. Contractor shall verify that all sub-grantees and subcontractors have not been excluded or disqualified pursuant to 2 CFR Part 376 prior to submitting such sub-grantees or subcontractors to DRCOG for approval and shall certify that the proposed sub-grantees and subcontractors are neither excluded nor disqualified by a Federal agency. Any approval by DRCOG of a sub-grantee or subcontractor shall be effective only through the current contract fiscal year and subject to the continuing requirement of non-exclusion or non-disqualification pursuant to 2 CFR Part 376. It shall be Contractor's responsibility to submit verification of such non-exclusion or non-disqualification upon request. See also section 8.0 herein.

6. Licensure.
Where the State or local public jurisdictions require licensure for the provision of social services provided hereunder, the Contractor shall be licensed and shall meet all requirements of licensure. Contractor shall provide DRCOG notice of any action to revoke or suspend any such licenses as well as any actual suspension or revocation of any licenses within 48 hours of Contractor receiving notice.

7. Contractor Training.
Contractor shall complete mandatory training through DRCOG at least biannually (or more often if deemed appropriate by DRCOG) regarding contract management of this Contract.

8. Monitoring and Reporting Program Performance.
The activities of Contractor in providing the services set forth under this Contract shall be monitored by DRCOG in accordance with the applicable provisions of 45 CFR Part 74 and 45 CFR Part 92, other applicable Federal regulations, and this Contract. DRCOG will monitor all activities of Contractor supported by this Contract to assure that the services being performed are consistent with the Contract and applicable Federal and State regulations. Contractor acknowledges that disclosure of protected health information to DRCOG is permitted pursuant to Federal law.

9. Performance Management.
Contractor shall meet or exceed applicable Performance Measures and Contract Performance Measures as outlined in the State Contract with DRCOG. Contractor acknowledges that such performance measures shall evolve to meet the objective of measuring key performance outcome indicators for the work of the Contractor. DRCOG may, at its discretion, require periodic progress reports from the Contractor describing the current status of the service program or project. Notwithstanding, Contract shall promptly notify DRCOG of any issues or concerns that may materially impact contract performance.

10. Monthly Data Entry.
The Federal Administration on Community Living requires certain Older Americans Act data to be reported in the Older Americans Act Performance System (OAAPS). To assist in the data collection for NAPIS, the State requires all Contractors to report services provided in the State software system as designated and assigned by the State. The State software system is currently the State Unit Data System, also referred to as SUDS. System training is available each year and is mandatory for all of Contractor's staff who have been granted access to the State's software system. Contractor shall enter the previous month's service data into the State software system **no later than the fifteenth of the following month**. If the fifteenth of the month falls on a holiday or weekend, then entering of all data shall be due the business day

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prior to the fifteenth. Contractor may not seek reimbursement for services that have not been adequately entered into the State system unless otherwise approved in writing by DRCOG. Failure to enter the State software system data correctly and timely is a violation of this Contract and DRCOG may exercise any remedies available under the Contract or at law, including withholding payments.

11. Cost Analysis/Grant Close-out Report.
Contractor shall prepare and submit to DRCOG by no later than July 31 of the State fiscal year then ended, a cost analysis report in a form approved by DRCOG, comparing actual costs incurred to reimbursements received from DRCOG. In addition, Contractor must maintain adequate supporting documentation of costs reimbursed and submit such backup information with the cost analysis report. If requested by DRCOG at any other time during the contract term, and/or if additional documentation is required, Contractor shall comply with such request.

12. Services Performance Report and Reimbursement Requests.
Contractor shall submit a monthly service performance report and reimbursement request in a form prescribed by DRCOG. Such report and request shall be filed on or before the fifteenth day of the month following the month in which services are provided, throughout the term of the Contract. If the fifteenth of the month falls on a holiday or weekend, then submissions shall be due the business day prior to the fifteenth. Failure to submit the monthly report and reimbursement request by the prescribed due date may delay processing of payments until the next calendar month or in the case of the final months' reports due on July 15 may result in denied payment by DRCOG. Contractor is responsible for the timely filing, completeness and accuracy of all service performance reports and reimbursement requests. All reports are subject to verification by DRCOG.

Contractor may not receive reimbursement for more than the actual costs incurred for the contracted service. The monthly reimbursement request must reflect actual costs incurred that can be adequately supported with documentation and that are within the calculated limit of grant funds available for drawing down that month. Costs must abide by the service budget approved by DRCOG and, notwithstanding, must be both reasonable and allowable. DRCOG agrees to reimburse Contractor via Electronic Funds Transfer (EFT) (Attachment A) into the bank account designated by Contractor upon approval of reimbursement request during regularly scheduled payment cycles.

13. Waiting Lists.
Waiting lists shall be established by the Contractor when services are available but cannot be provided to all eligible consumers requesting services. In such circumstances, Contractor shall place eligible consumers on a waiting list. Waiting list procedures must be consistent for and equitable to all eligible consumers. Contractor shall give priority to Older Americans Act targeted populations and to persons in emergency situations where the health, safety, and welfare of the applicant is in jeopardy. Additionally, due consideration shall be given to the individual's time kept on a wait list. Persons shall be removed from the waiting list in accordance with SUA Policy and Procedure Manual, Subsection 205c. Contractor shall develop a waiting list procedure in compliance with the policies set forth in Subsections 205b and 205c of the SUA Policy and Procedure Manual, as amended from time to time and, regardless of whether or not there are consumers waiting for service. Waiting list documentation may be kept in hard copy or electronically but must be printable and made available for review upon request by DRCOG or the SUA. Contractor shall retain waiting list documentation and shall not destroy any such records until notified by DRCOG.

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14. Consumer Complaint/Appeal Process.
The Contractor shall develop a procedure for service recipients to use in the event that they wish to file a complaint. In addition to receiving such procedures, all consumers must be informed of their rights in the complaint and appeal process. Procedures must be in compliance with SUA Policy and Procedure Subsection 501 and as directed by DRCOG. Complaint/appeals documentation may be kept in hard copy or electronically but must be printable. Contractor shall retain complaint/appeal documentation and shall retain records in accordance with Section 21 herein.

15. Evaluation.
Contractor shall implement a quality improvement process, which includes, at a minimum, monitoring of service quality and consumer satisfaction. Methods of receiving consumer input on the quality of services shall be established, documented and utilized by the Contractor on a regular basis throughout the term of this Contract. Examples include site councils, projects councils, consumer forums, consumer satisfaction surveys, telephone interviewed, and visits. Contractor shall, upon DRCOG's request provide information evidencing Contractor's compliance with these requirements. In addition, Contractor shall distribute an annual consumer satisfaction survey designed by the State to a minimum of fifty percent (50%) of registered consumers starting in the month of February. Responses from such surveys shall be collected for reporting by the Contractor per instructions from DRCOG.

16. Voluntary Contributions and Non-eligible Recipient Fees.
Contractor shall (1) provide each recipient with an opportunity to voluntarily contribute to the cost of the service; (2) clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary; (3) protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; (4) establish appropriate accounting procedures to safeguard and account for all contributions; (5) use all collected contributions to expand or enhance the service for which the contributions were given; and (6) identify the income as program income and expend it in accordance with Section 26 below. Contractor shall establish minimum standards and procedures for the responsible collection of, handling, and safeguarding of consumer contributions and non-eligible recipient fees in compliance with SUA Policy and Procedure Manual, Subsection 310.

17. On-Site Evaluation.
The Contractor may be subject to an on-site evaluation by DRCOG and/or the State and shall upon such notice, cooperate fully with requirements for the on-site evaluation, as instructed by DRCOG and/or the State.

18. Policy Changes.
From time to time during the term of this Contract, DRCOG and/or the State Unit on Aging may revise or adopt policies and procedures that relate to services provided under this Contract. Upon written notice of such changes to policies or procedures, Contractor shall incorporate them into their practices and comply with the provisions thereof.

19. Eligibility Assessments.
The Contractor shall conduct an assessment of individual eligibility prior to the delivery of any registered services and for specified services, at least annually thereafter as outlined in the SUA Policy and Procedure Manual for such services. The standardized assessment form provided by DRCOG must be utilized and may not be altered, although an addendum to the assessment may be attached to collect additional information for use by the Contractor. Contractor may conduct assessments in an electronic format provided that the form collects the same

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information as required by the DRCOG assessment and has been preapproved in writing by DRCOG. Any addendum to the assessment must also be approved in advance by DRCOG. Eligibility for services provided under this Contract shall be only that the individual receiving service is age 60 or above unless other eligibility requirements exists within Rule Manual Volume 10 or SUA Policy and Procedure for the contracted service. A means test may not be utilized to determine eligibility for OAA/SFSS services.

20. Target Populations.
The Contractor shall assure compliance with federal and state requirements to target the following populations of older adults: (1) greatest social need, (2) greatest economic need, (3) at risk for institutional placement, (4) low-income minority, (5) limited English proficiency, and (6) residing in rural areas. Contractor shall develop and implement a plan that directs outreach and prioritizes services to such targeted populations.

21. Records.
The Contractor agrees to retain all records pertinent to this Contract for a period of three years after final payment hereunder. In the event that activities or costs are questioned by audit, records shall be retained until all questioned items are resolved. Contractor shall maintain confidentiality of information relating to specific consumers by ensuring that such information is gathered only with the informed consent of the consumer, such information is used only for the purposes gathered, adequate security of records is maintained to prevent unauthorized use, access to consumer records and identifiable information is limited only to program staff, and consumer files are kept under lock and key after use. Contractor shall maintain the confidentiality of protected health information as required by law, including the consumer's individually identifiable health information.

22. Accounting Records.
Records which identify adequately the source and application of funds for Contract activities shall be maintained for the period provided in Section 21 above and shall comply with the requirements of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended.

23. Contractor Audits.
The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of Title II Part 200 of the Code of Federal Regulations. The Contractor shall send a copy of the most recent audit to DRCOG for review. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in: Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2 shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

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24. Audits and Inspections.
During the Contract period, the retention period and as long thereafter as the records are maintained, at any time during normal business hours, Contractor shall make available to DRCOG, HHS, the State and the Comptroller General of the United States, or their authorized representatives, any books, documents, papers or other records of the Contractor with respect to all matters covered by this Contract in order to make audit, examination, excerpts, and transcripts. Contractor acknowledges that disclosure of protected health information to DRCOG, HHS, the State and the Comptroller General of the United States and their authorized representatives is permitted pursuant to Federal law. Failure to make records available for inspection within 72 hours of notice shall be deemed a violation of the Contract.

25. Additional Records Required.
Contractors shall develop and maintain the records required by applicable laws and regulations including but not limited to Section 401.7 of the SUA Policy and Procedure Manual and including the following records: personnel records for each employee to include documentation of training, documentation of supervision, and documentation of current licensure if applicable; a Targeting Plan; Emergency Response Plan (if nutrition and/or transportation provider); client confidentiality procedures; procedures for handling and reporting of critical incidents, including accidents, suspicion of abuse, neglect or exploitation, and criminal activity; a log of all complaints and critical incidents; records for each older adult served; and travel documentation policies and procedures. These shall be maintained by the Contractor and made available to DRCOG, SUA and/or their authorized representatives upon request.

26. Income.
Program income, including participant contributions, earned by the Contractor from activities which are supported by this Contract shall be added to funds committed to the project or program and used for allowable costs of services under the Contract to further the objectives of this Contract as provided under 45 CFR 74.24(b)(1). Program income must be fully expended within the reporting month it was received and cannot be carried over for any period of time.

27. Income Accounting Records.
Program income must be accounted for according to the additional costs alternative specified in Section 26 above and pursuant to 45 CFR, Section 74.24.

28. Equal Employment Opportunity.
The Contractor agrees to comply with all applicable Federal laws, regulations, and orders regarding "Equal Employment Opportunity", as from time to time amended, and to execute such provisions as are required under Exhibit "C" attached hereto. **The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable.**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

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29. Handicapped.
The Contractor will not discriminate in employment on the basis of handicap against any qualified handicapped person and agrees to take positive steps to employ and advance in employment qualified handicapped persons and to comply with Department of Human Services Regulations (45 CFR Part 84), as from time to time amended.

30. Identification of Documents.
Contractor shall designate on the front cover or title page of all reports, maps and other documents completed as part of this Contract, other than documents exclusively for internal use by the Contractor, an acknowledgement of the support received under "the Older Americans Act."

31. Publication, Reproduction and Use of Material.
Material produced in whole or in part under this Contract may not be subject to copyright laws.

32. Procurement.
All procurement transactions for supplies, equipment and services shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition as provided under 45 CFR, Part 74, Subpart C, as from time to time amended, and shall comply with the provisions of 45 CFR, Part 74, Subpart C.

33. Work Hours.
The Contractor shall comply with the Contract Work Hours and Safety Standards Act and comply with the Department of Labor Regulations (29 CFR Part 5), as from time to time amended.

34. 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 Contract. No person having any such interest shall be employed or participate in any decision relative to this Contract.

35. Assignability.
The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of DRCOG thereto; provided, however, that claims for money due or to become due to the Contractor from DRCOG under this Contract may be assigned to a bank or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to DRCOG.

36. Influencing Legislation.
To the extent prohibited by Federal or State law, as from time to time amended, no part of this Contract shall be used to pay the salary or expenses of any person or any organization acting for the Contractor to engage in any activity designed to influence legislation or appropriations pending before the Congress, or legislation or appropriations pending before the State General Assembly.

37. Termination for Cause.
If, through any cause, the Contractor shall fail to meet performance measures set forth by the State, fail to fulfill in timely and proper manner with Contractor obligations under this Contract or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, DRCOG shall thereupon have the right to terminate this Contract by giving written notice to the

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Contractor of such termination, the reasons for such termination, and specifying the effective date thereof, at least 5 days before the effective date of such termination, unless a shorter time is set forth herein for any failure to fulfill Contractor's obligations.

38. Termination Due to Loss of Funding.
The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to DRCOG for the purpose of contracting for the services provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by DRCOG. In the event that such funds or any part thereof are not received by DRCOG, DRCOG may immediately terminate this Agreement without liability, including costs for termination.

39. Termination for the Convenience of DRCOG.
DRCOG may terminate this Contract at any time by giving written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. If the Contract is terminated by DRCOG as provided herein, the Contractor shall be entitled to receive compensation for services performed prior to the effective date of such termination, subject to such services being completed to the satisfaction of DRCOG, and except as provided in Section 6.0 of this Contract.

40. Project Material.
In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of DRCOG, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

41. Liability.
Notwithstanding the above, the Contractor shall not be relieved of liability to DRCOG for damages sustained by DRCOG by virtue of any breach of the Contract by the Contractor, and DRCOG may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due DRCOG from the Contractor is determined.

42. Remedies.
Where the Contractor violates or breaches terms of this Contract, DRCOG, at its discretion, shall terminate said Contract subject to the provisions hereinabove stated, and, in addition, may institute such administrative, contractual or legal remedies available to DRCOG as may be appropriate. In addition to the corrective actions set forth below, DRCOG may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold payments pending correction of deficiency by the Contractor.

2. Disallow all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate the Contract, including suspending the Contract and services provided under the Contract pending any audit or other investigation.

4. Withhold further Contracts with Contractor.

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5. Take any other remedies that may be legally available.

43. Corrective Action.
In the event the Contractor fails to expend by December 31 of the current fiscal year of the contract term at least forty percent (40%) of the contracted funds detailed in Section 5.1; fails to expend by March 31 of the current fiscal year of the contract term at least seventy percent (70%) of the contracted funds detailed in Section 5.1; or fails to provide adequate documentation as requested by DRCOG, or in the event DRCOG finds that Contractor is failing to conform to the terms and conditions of this Contract, then DRCOG may, in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require that a corrective action plan be prepared by a date specified by DRCOG and suspend payments under the Contract, such payments to begin only upon production by the Contractor of and compliance with a corrective action plan satisfactory to DRCOG. Further, DRCOG shall have the right, upon issuance of notice to the Contractor and without necessity of an amendment, to retain and reallocate to other contractor's funds remaining under this Contract in the event of any termination or any failure of the Contractor to provide the service units listed in Exhibit A in accordance with this Contract or any corrective action plan. Nothing in this subsection shall require that DRCOG accept a corrective action plan in lieu of exercising its rights to terminate this Contract.

44. Erroneous Payments.
Unless prohibited by Federal or State law or regulation, any costs incurred by the Contractor that are later found to be disallowed or ineligible for payment under this Contract shall be reimbursed by the Contractor to DRCOG or offset against current or future payments due by DRCOG to the Contractor, at DRCOG's election.

45. Provisions of Services: Expenditures of Funds.
DRCOG intends to require that the service units provided by Contractor pursuant to this Contract be provided throughout the entire duration of the fiscal year. As such, Contractor shall expend no more than sixty percent (60%) of the contracted funds detailed in Section 5.1 prior to December 31 of the then current fiscal year and no more than ninety percent (90%) of said funds prior to March 31 of the then current fiscal year without the express prior written consent of DRCOG. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to the guidelines listed above. Contractor understands and agrees that nothing in this section limits DRCOG's authority set forth in Section 6.0 of this Contract, including but not limited to, its authority to require the return of funds previously paid to Contractor for services provided hereunder because of sequestration.

46. Safeguarding Personally Identifiable Information (PII).
If Contractor will or may receive PII under this Contract, the Contractor shall provide for the security of such PII in a manner and form acceptable to DRCOG, including without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i), shall maintain security procedures and practices consistent with C.R.S. § 24-73-101, et seq., and has a statutory duty to notify and cooperate with DRCOG in the event of a security breach that compromises personal information in the most expedient time and without unreasonable delay. For purpose of this Contract, "Personally Identifiable Information" or "PII" means any information maintained about an individual that can be used to

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distinguish or trace an individual‘s identity, such as name, social security number, date and place of birth, mother‘s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. § 24-72-501.

47. Litigation Reporting.
If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Contract or may affect Contractor’s ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify DRCOG of such action and deliver copies of such pleading or document to DRCOG.

48. Compliance with Laws.
In addition to the “Administrative Requirements” set forth in Section 3.0 herein, the Contractor and its agent(s) shall at all times during the term of this contract, be bound by and strictly adhere to the following Federal and State laws, rules, regulations and the State Unit on Aging (SUA) Policies and Procedures as they currently exist and may hereafter be amended, which documents are incorporated herein by this reference:

A. Federal Older Americans Act;
B. Code of Federal Regulation (CFR), Title 45 Public Welfare;
C. Older Coloradans Act, C.R.S. 26-11-100.1 et seq.;
D. C.R.S. Title 25 Health and 26 Human Services Code;
E. Colorado Long-Term Care Ombudsman Act, C.R.S. 26-11.5 et seq.;
F. Colorado Department of Human Services Staff Manual Volume 10;
G. Administration on Aging Fiscal Guide, Older Americans Act, Titles III and VII;
H. Colorado Retail Food Establishment Rules and Regulations;
I. Dietary Guidelines for Americans;
J. Dietary Reference Intakes (DRIs);
K. SUA Policy and Procedures Manual;
L. SUA Policy Directives;
M. Code of Federal Regulation (CFR) Title 48 Section 3.908 Whistleblower Protection;
N. Title II Part 200 of the Code of Federal Regulations; and
O. CAPS Fees C.R.S. 24-75-402; CAPS Statute C.R.S. 26-3.1-111; CAPS Implementation Regulation 12 CCR 2518-1, Volume 30.960
P. DRCOG AAA Contract Management Manual

49. Independent Contractor.
Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of DRCOG. Contractor shall not have authorization, express or implied, to bind DRCOG to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through DRCOG and DRCOG shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by DRCOG, and (iii) be solely responsible for its acts and those of its employees and agents.**

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50. No Third-Party Beneficiaries.
It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to DRCOG and Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other third party on such Contract.

51. Choice of Law, Venue, Jurisdiction.
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

THIS CONCLUDES the provisions of these supplementary terms and conditions.

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Exhibit C: ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to Regulations of the Department of Health and Human Services (HHS) (45 CFR Part 80) issued pursuant to that title, and to comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and all requirements imposed by or pursuant to the Regulations of the HHS (45 CFR Part 84) issued pursuant to the Act, all as from time to time amended, to the end that, in accordance with Title VI, the Act and Regulations, no person in the United States shall, on the grounds of race, color, national origin, or non-qualified handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from DRCOG, a recipient of Federal financial assistance from HHS; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by DRCOG, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by DRCOG.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Contractor by DRCOG, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that DRCOG or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.

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Exhibit D: INDEMNIFICATION & INSURANCE

Section 1. Indemnification.
To the extent allowable by law, the Contractor agrees to indemnify and hold harmless the State of Colorado, DRCOG, their officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor or subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor or subcontractor of the Contractor, or which arise out of any workers' compensation claim of any employee of the Contractor or of any employee of any subcontractor or subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq*. or the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq*. as applicable, as now or hereafter amended. The Contractor, by execution of this Contract containing this indemnification clause, is relying upon and does not waive the operation of any law concerning the Contractor's ability to indemnify.

Section 2. Insurance.

2.1 Procure and Maintain
The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D. Such insurance shall be in addition to any other insurance requirements imposed by this agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 of this Exhibit D by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

2.2 Coverage Amounts
(a) Contractor shall procure and maintain and shall cause each subcontractor hired to perform services under this Agreement pursuant to its' obligations herein to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to DRCOG.

(b) All coverages shall be continuously maintained through the term of this contract to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D.

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(c) In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage for a period of three years beyond the expiration of the contract. Evidence of qualified self-insured status may be substituted for the insurance requirements listed below.

(1) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this agreement, and Employers' Liability insurance with minimum limits of ONE HUNDRED THOUSAND DOLLARS ($100,000) each accident, FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease policy limit, and ONE HUNDRED THOUSAND DOLLARS ($100,000) disease - each employee. Provide a waiver of subrogation in favor of DRCOG.

(2) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence; ONE MILLION DOLLARS ($1,000,000) aggregate; ONE MILLION DOLLARS ($1,000,000) products and completed operations aggregate; and FIFTY THOUSAND DOLLARS ($50,000) any one fire. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal and advertising injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services.

(4) Security & Privacy Liability or Cyber Risk insurance to cover loss of protected information, including without limitation Protected Health Information ("PHI") and Personally Identifiable Information ("PII") data and claims based upon alleged violations of privacy rights through improper use or disclosure of protected information with minimum annual limits as follows:

- Contractors with 10 or less clients **or** revenues of $250,000 or less shall maintain limits on Privacy Liability Insurance of not less than $50,000.
- Contractors with 25 or less clients **or** revenues of $500,000 or less shall maintain limits on Privacy Liability Insurance of not less than $100,000.
- Contractors with more than 25 clients **or** revenues of more than $500,000 shall maintain limits on Privacy Liability Insurance of not less than $1,000,000 each occurrence and $2,000,000 general aggregate.

(5) Professional Liability insurance in the amount of ONE MILLION DOLLARS ($1,000,000) each claim in the aggregate for coverage to defend against allegations as well as damages resulting from failure to perform on the part of, financial loss caused by, and error or omission in the service or product of the policy holder.

2.3 Additional Insured

Every policy required above shall be primary insurance, and any insurance carried by DRCOG, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph (1) above shall contain any exclusion for bodily injury or property damage arising from completed

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operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

2.4 Certificates of Insurance

A certificate of insurance evidencing coverage and naming DRCOG, its officers, its employees and the State of Colorado as additional insureds on all general liability policies and shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by DRCOG prior to commencement of the agreement. In the case of qualified self-insurance status, DRCOG may require satisfactory evidence of sufficient funding for such purposes. The certificate shall identify this Contract and shall provide that coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to DRCOG. The completed certificate and/or evidence of qualified self-insured status must be sent with the signed Contract to:

Denver Regional Council of Governments
Attention: Contracts
1001 17th Street, Suite 700
Denver, Colorado 80202

2.5 Coverage Requirements

(a) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this agreement upon which DRCOG may immediately terminate this agreement, or at its discretion, DRCOG may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by DRCOG shall be repaid by Contractor to DRCOG upon demand, or DRCOG may offset the cost of the premiums against any monies due to Contractor from DRCOG.

(b) DRCOG reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(c) The parties hereto understand and agree that DRCOG is relying on and does not waive or intend to waive by any provision of this agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et. seq., C.R.S., as from time to time amended, or otherwise available to DRCOG, its officers, or its employees.

(d) Notwithstanding the above provisions, the Contractor, if a governmental entity, may elect to self-insure for any of the coverage areas required by subsections (b)(1) – (b)(3) of this Section 2. In such case, the Contractor shall maintain a claims fund that is available solely to pay claims against the Contractor that are proven or otherwise settled by the Contractor in its sole discretion. Such claims fund is intended for and available for only those purposes and is not available or allocated to fund a commitment or obligation, if any, or to defend or indemnify any party. Payments out of such funds may require approval by the Contractor's governing body. It is understood and agreed that a commitment by the Contractor to self-insure by the creation of said claims fund does not commit the Contractor to otherwise appropriate funds to fund self-insurance for this Contract or for any other commitment of the Contractor, and it is further understood and agreed that the Contractor has not appropriated funds for such purpose. In case of such election to self-insure, the Contractor shall itself provide DRCOG with written confirmation of the Contractor's self-insured status and the existence of said claims fund.

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Exhibit E: APPROVED SUBCONTRACTORS

Subcontractor(s) will be incorporated into this contract only by written approval from DRCOG. Upon DRCOG approval and contract execution by both parties, approved Subcontractors (listed below, if applicable) shall be made part of this Contract and legally bound to all applicable provisions herein.

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Exhibit F: FIXED ASSETS

Note: This Exhibit F is applicable only to contracts that include funding of a fixed asset acquisition approved by DRCOG.

1.0 FIXED ASSETS

DRCOG hereby approves the acquisition of the fixed assets described in Contractor's Proposal, which is herein incorporated by reference and made a part of this Contract. Fixed assets may include (1) real property (land, buildings, and building improvements); (2) leasehold improvements (remodeling or redecorating of rented or leased spaces); and (3) tangible personal property (office furniture, kitchen equipment and vehicles) with a useful life of more than one year and an acquisition cost greater than $5,000 per unit.

1.1 Real Property.

Title to any real property shall vest in Contractor subject to the condition that the Contractor shall use the real property for the authorized purpose of the project as long as it is needed and shall not encumber the property without approval of DRCOG.

1.2 Equipment.

Title to equipment shall vest in Contractor subject to the following conditions:

1. Contractor shall not use equipment acquired hereunder to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services. All user charges shall be treated as program income.

2. Contractor shall use the equipment in the project as long as needed, whether or not the project continues to be supported by Federal or State funds, and shall not encumber the equipment without the approval of DRCOG. When no longer needed for the original project, the Contractor shall use the equipment in compliance with applicable Federal and State regulations.

3. Contractor shall make the equipment available for use on other projects or programs if such other use will not interfere with the work on the program for which the equipment was originally acquired. First preference for such other use shall be given to other programs, projects, or activities sponsored by DRCOG. Use by others shall be in preference order consistent with applicable Federal and State regulations.

4. When acquiring replacement equipment, Contractor may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment, subject to the approval of DRCOG.

5. Contractor shall maintain accurate equipment records and shall take a physical inventory of equipment and reconcile the results with the equipment records annually. Any discrepancies between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the differences. Contractor shall annually verify the existence, current utilization, and continued need for the equipment. Contractor shall submit to DRCOG annually a property inventory report for all fixed assets acquired under this Contract in the form attached hereto or other report template as approved by DRCOG.

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6. Contractor shall maintain a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Contractor shall implement adequate maintenance procedures to keep the equipment in good condition. In the event the Contractor no longer needs the equipment, Contractor shall contact DRCOG for instructions. In such event, DRCOG reserves the right to order the transfer of title of the equipment to the Federal Government or to a third party named by DRCOG when such third party is otherwise eligible.

1.3 Supplies.
Title to supplies shall vest in the Contractor upon acquisition. Contractor shall not use supplies acquired under this Contract to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services, unless authorized by DRCOG. User charges shall be treated as program income.

2.0 ACQUISITION OF FIXED ASSETS

2.1 Acquire of Asset.
Contractor shall acquire the fixed assets as set forth in its Proposal in compliance with all applicable procurement standards set forth in either State or Federal regulations. Contractor is the responsible authority, without recourse to DRCOG, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this Contract.

2.2 Written Standards
Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of Contractor shall participate in the selection, award, or administration of a contract supported by this Contract if a real or apparent conflict of interest would be involved. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub agreements.

2.3 Procurement
All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Contractor, price, quality and other factors considered.

Contractor shall establish written procurement procedures in compliance with 45 CFR § 74.44.

3.0 ADMINISTRATIVE REQUIREMENTS

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of Rule Manual Volume 10, SUA Policy and Procedure Manual Subsection 313, 45 CFR Part 74 and 45 CFR Part 92, as applicable, regarding acquisition, use and disposition of fixed assets.

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4.0 INSURANCE

In addition to Contractor's obligations to maintain insurance as set forth in the Contract, Contractor shall maintain, at a minimum, insurance coverage adequate to cover the replacement value of all fixed assets.

5.0 USE OF FIXED ASSETS

Fixed assets shall be used for the purposes set forth in this Contract and the Contractor's proposal. Fixed assets may be used on a part-time basis for non-contract purposes as follows:

1. By nonprofit agencies, provided that: (1) a minimum usage fee is charged in accordance with Program Income requirements pursuant to Rule Manual Volume 10; and (2) the part-time usage does not conflict with the use of the equipment for the purposes of the Contract.

2. By profit-making organizations, provided that: (1) a usage fee equal to or greater than the prescribed minimum is charged; (2) usage does not conflict with the use of the equipment for purposes of the Contract; and (3) prior approval has been obtained from DRCOG.

6.0 DISPOSITION OF FIXED ASSETS

6.1 Real Property.
In the event that the Contractor determines that real property acquired under this Contract is no longer needed for the purpose of the original project, Contractor shall obtain written approval from DRCOG for the use of the real property in other Federally sponsored projects. Use in other projects shall be limited to those Federally sponsored projects or programs that have purposes consistent with those authorized for support by DRCOG. If the real property is no longer needed for a Federally sponsored project, then Contractor shall request disposition instructions from DRCOG or its successor.

6.2 Equipment.
In the event Contractor determines that equipment acquired under this Contract is no longer needed for the purpose of the project, Contractor may use the equipment for other activities as follows: for equipment with a current per unit fair market value of $5,000 or more, the Contractor may retain the equipment for other uses provided that compensation is made to DRCOG. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the equipment. If the recipient has no need for the equipment, the recipient shall request disposition instructions from DRCOG.

6.3 Supplies.
If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the project and the supplies are not needed for any other Federally sponsored program, the Contractor shall retain the supplies for use on non-Federally sponsored activities or sell them, but shall, in either case, compensate DRCOG for its share. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the supplies.

6.4 Disposition.
These provisions regarding disposition of fixed assets shall survive termination of the Contract.

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7.0 HHS GRANT

It is agreed by the above parties that should the Department of Health and Human Services ("HHS") or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto.

8.0 CHANGES

Any changes, including any increase in the amount of this Contract, which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in written amendments to this Contract.

9.0 TERMS AND CONDITIONS

The parties agree that this Contract is also subject to the provisions set forth in the Contract between DRCOG and Contractor. If Contractor does not comply with the requirements set forth herein or in the Contract, Contractor agrees to return the value of the fixed assets to DRCOG.

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PROPERTY INVENTORY FORM

DENVER REGIONAL COUNCIL OF GOVERNMENT, AREA AGENCY ON AGING

Inventory Tag Number: _____ Date of physical inventory: _____

Description:
_____
_____
_____
_____

Manufacturer's serial number, model number, or other identification number:
_____

Source of equipment (include award number):
_____
_____

Title in (check one): □ Contractor □ DRCOG

□ Federal Government □ State

Acquisition Date: _____ Acquisition Cost: _____

Percentage of DRCOG share in cost of equipment (attach documentation to calculate percentage): _____

Location of equipment:
_____
_____
_____

Condition of equipment: _____

Unit acquisition cost: _____

Ultimate disposition data:
_____
_____
_____

Signature:_____ Date:_____

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Exhibit G: HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract between the Denver Regional Council of Governments ("DRCOG"), Area Agency on Aging, and "Contractor". For purposes of this Addendum, DRCOG, Area Agency on Aging, is referred to as "AAA" and the Contractor is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. AAA entered into a HIPAA Business Associate Addendum ("State Addendum") with the Department of Human Services, Division of Aging and Adult Services ("Covered Entity" or "CE") as required by the HIPAA Regulations, the Privacy Rule (defined below), which requires the CE, prior to disclosing protected health information to AAA, to enter into a contract containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Addendum.

B. Associate, as a sub-grantee of AAA, has access to certain information, some of which may constitute Protected Health Information ("PHI") (defined below).

C. As a subgrantee with access to PHI, Associate is a Business Associate and subject to obligations with respect to PHI under HIPAA in the same manner as the State Addendum.

D. AAA and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, as amended.

The parties agree as follows:

1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 CFR Parts 160 and 164, as amended ("Privacy Rule"). In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

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c. "Protected Information" shall mean PHI provided by CE or AAA to Associate or created or received by Associate on CE's or AAA's behalf.

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE or AAA, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE or AAA, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 CFR Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to immediately notify Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards consistent with applicable law as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall maintain a comprehensive written information privacy and security program consistent with applicable law that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to AAA in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE and AAA as third party beneficiaries with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to

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AAA by the deadline specified in a written request by AAA so that AAA may comply with any request(s) by CE to AAA for inspection and copying of records to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524.

g. Amendment of PHI. By the deadline specified in a written request from AAA for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to AAA to provide to CE so that CE may fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify AAA in writing within two (2) days of receipt of the request.

h. Accounting Rights. By the deadline specified in written notice by AAA of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to AAA the information required to provide an accounting of disclosures so that AAA many forward such accounting disclosures on to CE so that CE may fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528. As set forth in, and as limited by, 45 CFR Section 164.528, Associate shall not provide an accounting to AAA of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 CFR Section 164.502; (iii) pursuant to an authorization as provided in 45 CFR Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (v) for national security or intelligence purposes as set forth in 45 CFR Section 164.512(k)(2); or (vi) to correctional institutions or law enforcement officials as set forth in 45 CFR Section 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) days of the receipt of the request forward it to AAA in writing, which will forward such request to CE. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to AAA a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary. AAA shall subsequently provide such information to CE.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary, to the extent practicable, to accomplish the purpose of the request, use or disclosure, in accordance

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with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 CFR Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Notwithstanding Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years after termination of the Contract.

m. Associate's Insurance. Associate shall maintain casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify AAA within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, Associate and its agents or subcontractors shall allow CE or AAA to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to AAA pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by AAA, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of

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an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of AAA.

a. Safeguards During Transmission. AAA shall be responsible for using appropriate safeguards consistent with applicable law to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. AAA shall provide Associate with a copy of any notices of changes that it receives from the State pursuant to the State Addendum, including the following: 1) notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate's use or disclosure of Protected Information; 2) any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted or required uses or disclosures; and 3) to the extent that it may affect Associate's permitted use or disclosure of PHI, any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 CFR Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's web site. Associate shall monitor CE's designated web site for notice of changes to CE's HIPAA privacy policies and practices.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by AAA, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by AAA pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, AAA may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, AAA may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from AAA, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which AAA has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by AAA shall be at the Contract price. In the event of a material breach under paragraph 4a, AAA may withhold amounts due Associate as AAA deems necessary to protect AAA against loss from third party claims of improper use or disclosure and to reimburse AAA for the excess costs incurred in procuring similar goods and services elsewhere.

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(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If AAA knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then AAA shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, AAA shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, AAA shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to AAA that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide AAA notice of the conditions making return or destruction infeasible. Upon mutual agreement of AAA and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief.

AAA shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law. Associate acknowledges and agrees that in the event of such impermissible use or disclosure of Protected Information, AAA may seek injunctive relief if: (1) AAA will suffer real, immediate, and irreparable injury which will be prevented by injunctive relief; (2) that AAA has no plain, speedy, and adequate remedy at law; (3) that the granting of a preliminary injunction will promote the public interest in privacy rather than disserve the public interest; (4) that the balance of equities always favors the injunction in such cases; (5) that the injunction will preserve the status quo pending a trial on the merits; and (6) that AAA shall not be required to demonstrate a reasonable probability of success on the merits in order to obtain injunctive relief.

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6. No Waiver of Immunity.
No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now in effect or hereafter amended.

7. Limitation of Liability.
Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer.
AAA makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification.
To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

a. Amendment to Comply with Law.
The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. This Addendum may be amended upon written notice by AAA to Associate, provided that such amendment is necessary to assure ongoing compliance with the State Addendum, HIPAA, the Privacy Rule and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE and AAA must receive satisfactory written assurance from Contractor that Contractor will adequately safeguard all Protected Information. Upon the request of any party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. AAA may terminate this Contract upon thirty (30) days written notice in the event (i) Contractor does not promptly enter into negotiations to amend this Contract when requested by CE or AAA pursuant to this Section or (ii) Contractor does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE or AAA, in their discretion, deem sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A.
Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

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11. Assistance in Litigation or Administrative Proceedings.
Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE or AAA, at no cost to CE or AAA, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against AAA, its directors, officers or employees based upon a claimed violation by associate, its subcontractors, employees or agent of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI covered by this Addendum, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third-Party Beneficiaries.
The Department of Human Services, Division of Aging and Adult Services, is a Third-Party Beneficiary to this Agreement with rights of enforcement and indemnification in the event of any violation of the Contract. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than The Department of Human Services, Division of Aging and Adult Services, CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence.
The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms.
Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate.

15. Representatives and Notice.

a. Representatives.
For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices.
All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.
AAA Representative:

Name:	Tim Feld
Title:	HIPAA Compliance Coordinator
Address:	1001 17th Street, Suite 700 Denver, CO 80202

Contractor/Business Associate Representative:

Name: _____

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Title: _____

Department/Division: _____

Address: _____

_____

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ATTACHMENT to Exhibit G

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract between DRCOG and Contractor and is effective upon contract execution. This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows:
None except as otherwise directed in writing by DRCOG

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows:
None except as otherwise directed in writing by DRCOG

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract:
None except as otherwise directed in writing by DRCOG

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt: Upon the effective date of the contract

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information:
As may be directed in writing by DRCOG or the State

6. Additional Terms. [This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]
None

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Exhibit H: E-VERIFY FEDERAL CONTRACTOR RULE EMPLOYMENT ELIGIBILITY VERIFICATION

(a) Definitions. As used in this clause—

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is—
   i. A commercial item (as defined in paragraph (1) of the definition at 2.101);
   ii. Sold in substantial quantities in the commercial marketplace; and
   iii. Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and
(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—
   i. Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
   ii. Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
   iii. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

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(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

i. All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled in less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

i. Enrollment in the E-Verify program; or

ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

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(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
(2) Has a value of more than $3,000; and
(3) Includes work performed in the United States.

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ATTACHMENT A

DENVER REGIONAL COUNCIL OF GOVERNMENTS

ACH Payment Request Form

***Email request to: Accountspayable@drcog.org**

Section 1 Your Company Information:

Company Name: _____ FED ID: _____

Requested by: _____ Telephone Number: _____

Email address(s) (this is for payment notifications): _____

_____

Section 2 Bank Information*:

Name of Financial Institution: _____

Routing Number: _____

Account Number: _____

ACH Information: By submitting this form, you authorize DRCOG to initiate ACH transactions to the account noted above.

***Please include a voided check or official bank letter with this form.**

For Internal Use Only

Input in GP: _____ _____

Prenote completed: _____ Verified by: _____

EXHIBIT 3 - Authorization for Release of Information to DOUGLAS COUNTY

EXHIBIT 3

Authorization for Release of Information to DOUGLAS COUNTY

Applicant Name (printed): _____

In an effort to better serve applicants requesting our services, we are requesting your consent to disclose certain information you provide to us, which may include personally identifying information or protected health information. Your consent to the disclosure and use of any such protected information is voluntary, and you are not required to consent to the use or disclosure of such information. If you choose not to consent to the disclosure and use of your information, you may still be eligible for certain services but Douglas County may not be able to provide grant funds to assist you in paying for those services.

What Disclosure You Are Authorizing

Federal and/or state law may prohibit the disclosure of protected information you have provided absent express written consent. By signing this Authorization for Release of Information, you are providing express written consent to the disclosure of your information as described in this form.

By signing this form, you consent to the disclosure of your information to Douglas County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting activity to funding agencies. You agree to the release of information such as name; date of birth; partial social security number; address and contact information; gender; income; prescription history; and the fact of certain medical and/or mental health conditions. We DO NOT track or disclose information regarding your HIV or STD status or patient records regarding substance use.

Important Information About Your Consent

Please be aware that the information disclosed based on this authorization may be redisclosed by a recipient and no longer protected by federal or state privacy laws. Not all persons or entities are required to comply with these laws. By signing this form, you release Douglas County from any, and all, liability arising out of or related to the disclosure of information permitted in this form.

Termination of Consent

This consent may be terminated at any time by providing written notice to ***[insert agency name]*** by email at ***[insert agency email address]*** or by delivering a written termination of consent to ***[insert agency address]***. This consent will automatically expire 90 days after assistance or services cease if consent was not previously terminated. Upon receipt of a written termination or expiration of this consent, information may continue to be used and disclosed only to the extent required for reporting purposes for any previously administered services for up to _____ days.

Acknowledgment: By signing this form, I acknowledge that I have read this form and voluntarily agree to its terms.

Printed Name: _____

Signature: _____ Date: _____

Name of agency collecting this Authorization:

_____

EXHIBIT 4 – DOUGLAS COUNTY Community Services System of Care
User Confidentiality Agreement

EXHIBIT 4

DOUGLAS COUNTY COMMUNITY SERVICES SYSTEM OF CARE

User Confidentiality Agreement

In an effort to hold a high standard of data stewardship, I, the undersigned user of the Douglas County Community Services System of Care Data System, herein referred to as "the System," acknowledge that I have been informed and am aware of the confidential nature of the information provided and accessible to me through my use of the System.

I am advised and aware that:

1. Any information received directly from a resident, though a reports and/or stored record shall be confidential.
2. Information may only be shared with an agency, organization or individual for whom consent has been obtained through a signed Authorization for Release of Information by the resident.
3. Nothing in this agreement shall prevent me from commenting publicly about general trends, concerns or aggregate de-identifiable data.
4. Exceptions to this confidentiality agreement will be made as required by state law as it pertains to the mandatory reporting of abuse and neglect of children and at-risk adults.
5. Douglas County will not indemnify me, defend me, or contribute financially to my defense should civil or criminal claims be made against me if I choose to speak publicly concerning information obtained through the System.
6. Any breach of this agreement, including the unauthorized release of confidential information, may be punishable by law, subject me to discipline by my employer and/or result in my removal from future participation in the System.

Printed Name _____ Date _____

Signature _____

_____

Agency

SAMPLE

EXHIBIT 5 – DOUGLAS COUNTY Community Services Partners
Data Security Procedures

EXHIBIT 5

Data Security Procedures

Security Best Practices

The Douglas County Cyber Security Team advises all users of the System to practice the following procedures to the best of their organization's ability.

Personal

- Only authorized users will be permitted access to the Douglas County Community Services System (System).
- All authorized users will be required to sign a confidentiality agreement.
- No data accessed from the System will be shared with non-authorized personnel, including physical copies.
- Keep aware of new cyber security threats and devise education and training to defend against them.
- Be wary and report any attempts to gather data by non-authorized parties, either through social engineering, phishing emails, or other means, to Community Services program staff contact.
- Report any additional incidents to Douglas County program staff.

Technical

- Computers and other devices used to access the System at the agency or by the agency authorized users will have anti-virus and/or advanced malware detection which is run at regular intervals.
- Keep all systems up-to-date with current software patching (Windows Updates, application patches, appliance firmware, drivers, etc).
- Do not save any sensitive, private, or personal data locally outside of the application.
- Control physical access to computers that have authorized access to the System.
- Never share a password with any person or save a password locally; and if a password needs reset, the user will contact the designated Douglas County employee for assistance.

Roles and Access

Each organization should create an internal policy that defines what personnel roles will have access to the System, who participates in those roles and periodically audit these roles.

Incident Reporting

In the event of an incident, all relevant information must be relayed as early as possible to the Douglas County Department of Community Development. Douglas County has an obligation to report data breaches within a statutory deadline.

The following are examples (but not an exhaustive list) of incidents:

- Unauthorized user accesses the system
- Computer that accesses constituent data is compromised by ransomware or virus
- Repeated phishing attempts at authorized personnel
- Social engineering or impersonation attempt to gain access to the system
- Unknown external media (usb, etc) is used on computers that accesses the System
- Computer previously used to access the system is removed through theft or unknown loss
- Unknown performance problems on any computer used to access the System

Partners should feel confident to contact CRSgrants@douglasco.gov to leverage Douglas County cyber security professional expertise in the identification of potential incidents are other educational correspondence.

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Ryan Arthur, Community Programs Coordinator

DESCRIPTION: Subgrantee Agreement for Transit Services Between Douglas County and Castle Rock Senior Activity Center in the Amount of $216,125.00.

SUMMARY: The request is for approval of the 2026-2027 Colorado Department of Transportation (CDOT) Multimodal Option Program Funds (MMOF) Subgrantee Agreement (Agreement) for transportation services between Douglas County and Castle Rock Senior Activity Center (CRSAC) in the amount of $216,125. This Agreement will provide approximately 5,842 one-way trips to enhance the mobility of older adults and people with disabilities.

RECOMMENDED ACTION: Staff recommends approval of the 2026-2027 CDOT MMOF Agreement for transportation services between Douglas County and CRSAC in the amount of $216,125 as it complies with all federal, state, and County approval standards and policies.

REVIEW:

Jennifer Eby	Approve	7/17/2026
Jeff Garcia	Approve	7/21/2026
Christie Guthrie	Approve	7/21/2026
Doug DeBord	Approve	7/21/2026
Jennifer Eby - FYI	Notified - FYI	7/21/2026

ATTACHMENTS:

Cover Page
2026-CDOT-MMOF-CRSC_SGA-Staff-Report

MEETING DATE: July 28, 2026

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Christie Guthrie	Approve	7/21/2026
Doug DeBord	Approve	7/21/2026

ATTACHMENTS:

2026-CDOT-MMOF-CRSC_SGA-Staff-Report

DOUGLAS COUNTY
COLORADO

Subgrantee Agreement Staff Report

Date:	July 16, 2026
To:	Douglas County Board of County Commissioners
Through:	Douglas J. DeBord, County Manager
From:	Jennifer L. Eby, AICP, Director of Community Services
CC:	Ryan J. Arthur, Community Programs Coordinator Allison E. Cutting, Community Services Supervisor Rand M. Clark, CCAP, NCRT, Assistant Director of Community Services
Subject:	**Subgrantee Agreement for transit services between Douglas County and Castle Rock Senior Activity Center in the amount of $216,125.**

Board of County Commissioners' Business Meeting **July 28, 2026 @ 1:30 p.m.**

I. EXECUTIVE SUMMARY

The request is for approval of the 2026-2027 Colorado Department of Transportation (CDOT) Multimodal Option Program Funds (MMOF) Subgrantee Agreement (Agreement) for transportation services between Douglas County and Castle Rock Senior Activity Center (CRSAC) in the amount of $216,125. This Agreement will provide approximately 5,842 one-way trips to enhance the mobility of older adults and people with disabilities.

II. REQUEST

Staff requests approval of the 2026-2027 CDOT MMOF Agreement for transportation services between Douglas County and CRSAC in the amount of $216,125.

III. BACKGROUND

The Board of County Commissioners (BCC) approved the 2026-2027 CDOT MMOF contract 26-HTR-ZL-00184 for operating expenses during the June 23, 2026 Business Meeting. Douglas County subgrants funds to local organizations to provide direct services. CRSAC submitted an application in response to the County's call for transit service projects and was selected for funding.

IV. DISCUSSION

This Agreement will allow CRSAC to provide approximately 5,842 one-way trips to enhance the mobility of older adults and people with disabilities. Services are available to residents throughout Douglas County. The period of performance will be from July 6, 2026, through June 30, 2027.

V. RECOMMENDED ACTION

Staff recommends approval of the 2026-2027 CDOT MMOF Agreement for transportation services between Douglas County and CRSAC in the amount of $216,125 as it complies with all federal, state, and County approval standards and policies.

ATTACHMENTS **PAGE**

2026-2027 CRSAC CDOT MMOF Subgrantee Agreement 3

SUBGRANTEE AGREEMENT
CRSAC TRANSIT SERVICES AND CALL CENTER

Project Title CRSAC Transit Services	**Agreement Number** 26-HTR-ZL-00184
Grantee Castle Rock Senior Activity Center (CRSAC)	**Agreement Performance Beginning Date** July 6, 2026
Grantee Unique Entity ID: N3TLGNKFSLR1	**Agreement Performance Expiration Date** June 30, 2027
Grant Maximum Amount: $216,125	**CFDA Number:** N/A

Agreement Purpose

The purpose of this agreement is to improve chore and assisted transportation options for vulnerable seniors age 60 and older in all parts of Douglas County.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit 1, Scope of Work and Conditions
2. Exhibit 2, CDOT MMOF Agreement 26-HTR-ZL-00184
3. Exhibit 3, Title VI – Civil Rights
4. Exhibit 4, Authorization for Release of Information
5. Exhibit 5, Generic Confidentiality Agreement
5. Exhibit 6, Data Security Procedures

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. The provisions of the other sections of the main body of this Agreement
2. Exhibit 1, Scope of Work and Conditions
3. Executed Option Letters (if any)

Principal Representatives:

For Douglas County:
Ryan J. Arthur
100 Third Street
Castle Rock, CO 80104
transit@douglasco.gov

For Grantee:
Debbi Haynie
2323 Woodlands Boulevard
Castle Rock, CO 80104
dhaynie@CRgov.com

SUB GRANTEE GRANT AGREEMENT
Transit Services

THIS SUB GRANTEE AGREEMENT ("Agreement") is made and entered into this _____day of _____, 2026, by and between The Board of County Commissioners of the County of Douglas, State of Colorado ("County") and CASTLE ROCK SENIOR ACTIVITY CENTER ("Sub Grantee"), each acting by and through its duly authorized officers. The County and the Sub Grantee hereinafter collectively referred to as the "Parties" and individually as the "Party."

WHEREAS:

1. The County, acting in its role as grantee for a State of Colorado grant awarded by the Colorado Department of Transportation ("CDOT"), is able to receive and dispense federal funds upon reimbursement from CDOT.
2. The County received a grant award of $328,210 ("CDOT Multimodal Transportation and Mitigation Options Fund (MMOF) Grant Funds") on behalf of the Sub Grantee's and other recipients' request from CDOT, pursuant to Agreement Number 26-HTR-ZL-00184.
3. This Agreement is intended to memorialize the terms under which the Sub Grantee is to receive a portion of the CDOT MMOF Grant Funds.

NOW, THEREFORE, the County and the Sub Grantee agree as follows:

I. SCOPE OF WORK; APPROVED BUDGET; AND PROVISIONS

1.01 Scope of Work. Sub Grantee agrees to perform and complete the Scope of Work and Conditions specified in **Exhibit 1** ("Scope of Work and Conditions"), attached hereto and incorporated herein, in accordance with the terms and conditions of this Agreement and in accordance with all the terms and conditions contained in **Exhibit 2,** the Agreement by and between the Colorado Department of Transportation and Douglas County Government attached hereto and incorporated herein. The Scope of Work describes the activities to be completed by the Sub Grantee and includes milestones and completion dates. All Scope of Work activities must be consistent with the approved Scope of Work, including the budget. Any proposed change in the Scope of Work must be submitted to the County's Project Manager, as defined in Section 6.02 below, for written approval. A change in the Scope of Work is not effective until the Sub Grantee receives written approval from the County.

1.02 Approved Budget. Sub Grantee agrees to complete the Scope of Work and Conditions in accordance with the approved budget in **Exhibit 1**.

1.03 Provisions. Sub Grantee agrees to comply with all provisions in this Agreement, including all exhibits to the Agreement and any further exhibits contained therein, all of which are expressly incorporated herein by reference.

1.04 Applicability of Federal Requirements. Sub Grantee shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or

regulations. In any contract utilizing federal funds, land, or other federal aid, Douglas County shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

II. AUTHORIZED USE OF GRANT FUNDS; ELIGIBILITY OF COSTS

2.01 Authorized Use of Grant Funds. The Sub Grantee is only authorized to use the grant funds awarded under this Agreement for costs directly incurred for the Scope of Work and Conditions activities during the Project Activity Period as specified in **Exhibit 1**.

2.02 Eligibility of Costs. All expenses are subject to CDOT requirements including, but not limited to:

- ***Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards***, 2 CFR §§ 200.402 through 200.475 and 2 CFR § 200.102
- ***Federal Fiscal Management: Award Management Requirements***, FTA Circular 5010.1E Chapter VI

All expenses are also subject to the provisions outlined in the CDOT MMOF Master Agreement in **Exhibit 2**.

III. AWARD AMOUNT, MATCH, AND PAYMENT

3.01 Estimated Project Amount. The total estimated budget of this Scope of Work is **$216,125.**

3.02 Maximum Grant Amount. The County awards to Sub Grantee a grant of up to **two hundred sixteen thousand one hundred twenty-five dollars $216,125** (the "Maximum Grant Amount") to complete approximately **5,842 one-way trips** as outlined in the Scope of Work**.** In no event will the County's obligation under this Agreement be more than the Maximum Grant Amount. **The County shall bear no responsibility for cost overruns that may be incurred by Sub Grantee in performance of the Scope of Work.**

3.03 Local Match. No local match is required for this grant.

3.04 Reimbursement. Expenses will be reimbursed by the County for 100 percent of all allowable costs, as provided in Section 4.3 of Exhibit 2 hereto, which have been paid to the County by CDOT. Invoiced expenditures with all required documentation plus local match documentation (if required) must be submitted to the County's Project Manager **no later than the fifth day of the following month** in order to be reimbursed for expenses from the previous month. Sub Grantee must use the approved forms and submit all required documentation in the format specified by the County's Project Manager.

Sub Grantee shall submit any additional data or other information requested by the County to support the Sub Grantee's reimbursement request and shall submit any additional data or information that may be required by CDOT or FTA.

Following the County's review and approval of the Sub Grantee's reimbursement request, and CDOT's payment to the County, the County will distribute to the Sub Grantee the approved reimbursement amount. The County may deny part or all of any reimbursement request if the County believes that it is not a supportable Scope of Work expense. No reimbursement will be made which would cause the distribution of grant funds to exceed, cumulatively, the Maximum Grant Amount set out in Section 3.02. **The County may withhold payment if the Sub Grantee is not current in its reporting requirements under Article IV.** Distribution of any funds or approval of any report is not to be construed as a County waiver of any Sub Grantee noncompliance with this Agreement.

3.05 Repayment of Unauthorized Use of Grant Funds. Upon a finding by the County that the Sub Grantee has made an unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the County, the Sub Grantee agrees to promptly repay such amounts to the County.

3.06 Reversion of Unexpended Grant Funds. All funds granted by the County under this Agreement that have not been expended for Scope of Work activities taking place during the Project Activity Period shall revert back to CDOT and/or the County, as applicable.

3.07 Grant and Reimbursement Contingent upon Funding. This Agreement is subject to and contingent upon the continuing availability of grant funds for the purposes thereof. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with grant funds provided to the County by CDOT. Sub Grantee expressly understands and agrees that all its right, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds from CDOT. If such funds or any part thereof are not received from CDOT, the County may, in its sole discretion, immediately terminate this Agreement without liability, including liability for termination costs. If the County does not elect to terminate the Agreement, the County is only required to reimburse Sub Grantee from such funds or any part thereof that are received from CDOT.

IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

4.01 Documentation of Scope of Work Costs. All Scope of Work expenses must be supported by proper documentation, including properly executed payrolls, effort reporting or time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

4.02 Establishment and Maintenance of Scope of Work Information. Sub Grantee agrees to establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to (a) Sub Grantee's performance under this Agreement, and (b) the receipt and expenditure of all grant funds and the Sub Grantee's match documentation (if required) under this Agreement. These documents shall include the property records required by

Article VII of this Agreement. The Sub Grantee shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall keep intact all Scope of Work information until the latest of:

A. Three (3) years following the term of this Agreement; or
B. If any litigation, claim, or audit is commenced during either such period, when all such litigation claims or audits have been resolved.

4.03 Compliance with HB 18-1128. Sub Grantee shall comply with the applicable provisions of House Bill 18-1128, Protections for Consumer Data Privacy, including any updates or amendments thereto. Compliance shall include, without limitation, compliance with all required procedures set forth in subpart F of the Scope of Work and Conditions attached hereto as **Exhibit 1**.

4.04 Audit Requirements. The Sub Grantee agrees to have financial and compliance audits performed as required by the Single Audit Act Amendments of 1996, 31 U.S.C. §§ 7501, *et seq*. These financial and compliance audits must comply with the provisions of 2 CFR part 200, and any amendments thereto. The Sub Grantee also agrees to obtain any other audits required by the County, CDOT or the State of Colorado. The Sub Grantee agrees that these audits will be conducted in accordance with U.S. Government Accountability Office, (U.S. GAO) "Government Auditing Standards." Sub Grantee agrees to provide the County's Project Manager with a report of all audits performed. Sub Grantee agrees that project closeout will not alter the Sub Grantee's audit responsibilities.

4.05 Audit Costs. Audit costs for project administration and management are allowable to the extent authorized by 2 CFR part 200, or the FAR at 48 C.F.R. Chapter I, Subpart 31.2, whichever is applicable.

4.06 Contents of Reports; Copies. The Sub Grantee agrees to report completely in accordance with the requirements of the Scope of Work and to provide the County with any additional or follow up information as may be requested by the County.

4.07 Inspections and Other Monitoring Activities. Sub Grantee agrees to permit the County and CDOT to have access to the sites of performance of the Scope of Work and to make site visits as needed to ensure compliance with applicable federal requirements and regulations and this Agreement. Sub Grantee agrees to attend meetings related to the project as requested by the County. The Sub Grantee agrees to submit to the County a copy of any promotional information regarding the Scope of Work disseminated by Sub Grantee during the term of this Agreement.

4.08 FTA Access to Records and Sites of Performance. Sub Grantee agrees to provide: (1) the U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all Agreement-related records as required under 49 U.S.C. § 5325(g); and (2) sufficient access to Agreement-related records as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of the grant as determined by FTA. Sub Grantee further agrees to permit FTA access to the sites of performance of the Scope of Work and to Sub Grantee and to make site visits as needed in compliance with applicable federal requirements.

4.09 Changed Conditions. Sub Grantee shall use due diligence to achieve the milestones set forth in the Scope of Work. Sub Grantee agrees to notify the County immediately of any development that has or will have a significant impact on performance of the Scope of Work, including, but not limited to, any problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the Scope of Work in accordance with the terms of this Agreement. The notice shall include a statement of action taken or contemplated and any assistance needed to resolve the situation.

4.10 Special Reporting Requirements. Sub Grantee agrees to provide the County with any additional follow up information reasonably requested by the County in order to meet the County's reporting requirements.

V. PROJECT ACTIVITY PERIOD; TERM; TERMINATION

5.01 Project Activity Period. This Project Activity Period will expire when CDOT reimburses the County's final submitted invoice, within the limits of Section D, *Reimbursement Eligibility*, in the Scope of Work and Conditions (**Exhibit 1**). The Project Activity Period may be extended by an amendment agreed to in writing by the County and CDOT.

5.02 Term. The term of this Agreement shall extend from **July 6, 2026,** to a date sixty (60) calendar days following the end of the Project Activity Period defined in Section 5.01 to permit close out of this Agreement. No work shall commence, and no costs shall be incurred, prior to July 6, 2026.

5.03 Termination by County for Convenience. The County may terminate this Agreement at any time and for any reason by providing the Sub Grantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, the Sub Grantee shall be entitled to compensation for Scope of Work activities in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the Maximum Grant Amount, in Section 3.02.

5.04 Termination for Noncompliance. If there has been a material failure to comply with the provisions of this Agreement by either party (a "breach"), the other party may terminate this Agreement after seven (7) calendar days' written notice to the party in breach if such breach is not cured within the seven (7) day period. A material failure of the Sub Grantee to make reasonable progress toward completion of the Scope of Work without good cause and without providing the notice required by Section 4.09 constitutes a breach. At the County's option, the County may withhold payment of invoices during any period in which the Sub Grantee is noncompliant with this Agreement. If the County finds that the Sub Grantee's noncompliance is willful and unreasonable, the County may terminate or rescind this Agreement and require the Sub Grantee to repay the grant funds in full or in a portion determined by the County, except that Sub Grantee shall not be required to repay funds that the County has reviewed, approved, and distributed except as provided for in Sections 3.05 and 3.06.

5.05 Effect of Scope of Work Closeout or Termination. Sub Grantee agrees that Scope of Work closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Sub Grantee by this Agreement. Project closeout or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter the Sub Grantee's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

VI. CONTACT PERSONS; PROJECT MANAGER

6.01 Contact Persons. The authorized persons for receipt notices, reports, invoices, and approvals under this Agreement are the following:

The County:

Name:	Ryan Arthur
Title:	Community Programs Coordinator
Mailing Address:	100 Third Street Castle Rock, Colorado 80104
Phone:	(303) 814-4326
Email:	transit@douglasco.gov

The Sub Grantee:

Name:	Debbi Haynie
Title:	Executive Director
Mailing Address:	2323 Woodlands Blvd., Castle Rock, CO 80104
Phone:	(720) 733-4488
Email:	dhaynie@CRgov.com

or such other person as may be designated in writing for itself by either party.

6.02 County's Project Manager. The County's Project Manager for purposes of administration of this Agreement is the person listed for the County in Section 6.01, or such other person as may be designated in writing by the County. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on behalf of the County.

6.03 Sub Grantee Project Manager. The Sub Grantee's Project Manager for purposes of administration of this Agreement is the person listed for the Sub Grantee in Section 6.01, or such person as may be designated in writing by the Sub Grantee. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on the behalf of the Sub Grantee unless otherwise noted.

6.04 Notice. Notice to any party under this Agreement shall be made in writing, addressed as set forth above, and shall be delivered personally during normal business hours, or by prepaid first-class U.S. mail, e-mail or such other method authorized in writing by the party's Project Manager. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is

earlier. Email notices shall be effective upon receipt. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

VII. GRANT PROPERTY

The title, acquisition, use, management, and disposition of all property acquired or constructed with grant funds under this Agreement shall be governed by applicable federal law, rule, and guidance including, without limitation, the provisions of:

- ***Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*****,** 2 C.F.R §§ 200.310-200.316, 1201.313, 1201.317.
- ***Federal Fiscal Management: Award Management Requirements***, FTA Circular 5010.1E Chapter VI

The foregoing are incorporated by reference into this Agreement. Sub Grantee acknowledges that the requirements in these Articles and throughout this Agreement are subject to change and agrees that the most recent of these requirements shall govern this Agreement at any particular time except to the extent that CDOT, the State of Colorado or the County determines in writing.

VIII. GENERAL CONDITIONS

8.01 Amendments. The terms of this Agreement may be changed only by mutual agreement of both parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this Agreement.

8.02 Assignment and Sub Grants. The Sub Grantee shall not assign, sub grant, sublet, or transfer any Scope of Work activities without receiving express written consent of the County. Any attempt at assignment, subgranting, subletting, or transferring without such consent shall be void. Any authorized assignment, subgrant, sublet, or transfer by the Sub Grantee shall be subject to compliance with all terms and conditions of this Agreement including the CDOT Master Agreement and Exhibits 1 and 2 hereto. Sub Grantee shall be responsible for ensuring that any authorized assignee, sub grantee, sub lease, or transferee adheres to all terms and conditions of this Agreement.

8.03 Liability. The parties expressly agree that the County does not contractually waive any limitations on liability or other immunities or defenses available to it by statute or common law, or activities undertaken pursuant to this Agreement. The parties understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 120, or otherwise available to the County.

8.04 Background Check. If the County and its employees are required by law, regulation, or the terms of the CDOT MMOF Exhibit 2, including its exhibits, to pass a criminal background check, Sub Grantee must likewise meet the requirement and such documentation must be provided to the County as a condition of this Agreement.

8.05 Relationship of the Parties. Nothing in this Agreement is intended or should be construed in any matter as creating or establishing the relationship of co-partners or a joint venture between the Sub Grantee and the County. Sub Grantee shall perform its duties hereunder as an independent contractor and not as an employee. **Sub Grantee and its employees, volunteers and agents are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage for Sub Grantee or any of its employees, volunteers, and agents. Sub Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Sub Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by the County; and (iii) be solely responsible for its acts and those of its employees, volunteers and agents.**

8.06 No Third-Party Beneficiaries. Nothing in this Agreement is intended or should be construed as creating third party beneficiary rights against the County or Sub Grantee, including but not limited to, Sub Grantee's contractors or subcontractors.

8.07 Dispute Resolution. Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Douglas County for resolution.

8.08 Indemnification. Sub Grantee assumes liability for and agrees to defend, indemnify, and hold harmless the County and CDOT, as well as their officers, employees, agents, subcontractors, assignees, residents, and tax payers from and against all losses, damages, expenses, liability, claims, suits, or demands, including, without limitation, attorney's fees, arising out of, resulting from, or relating to the performance of this Agreement, including any aspect of performance of the Scope of Work, by the Sub Grantee or its employees, agents, volunteers, contractors, subcontractors or assignees.

8.09 Insurance. Sub Grantee shall comply with all insurance requirements set forth in Section 5 of the Agreement by and between the Colorado Department of Transportation and Douglas County, Colorado, incorporated herein as Exhibit 2. The County, its elected officials and employees shall be named as an additional insured for Sub Grantee's General and Automobile Liability policy. Sub Grantee shall provide to the County certificates showing adequate insurance coverage as required in Section 10 of Exhibit 2 along with this signed Agreement.

8.10 Acknowledgement. Sub Grantee shall appropriately acknowledge the grant

assistance made by the County and CDOT under this Agreement in any promotional materials, reports, and publications relating to the Scope of Work, subject to the provisions of Section 8.17 set forth below.

8.11 Assurances. In addition to all other obligations contained herein, the Sub Grantee agrees: (a) to perform its obligations under this Agreement with the highest standards of care, skill, and diligence in the industry, trades, or profession and as set forth in this Agreement, including but not limited to those set forth in Exhibit 2 hereto; (b) that it warrants it possesses and will maintain, at its sole expense, all necessary licenses, certifications, approvals, permits, and other authorization required by law to perform its obligations under this Agreement, including but not limited to all obligations set forth in Exhibit 2 hereto; (c) not to engage in any practices that would create or raise a conflict of interest with its performance under this Agreement; and (d) to comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Scope of Work hereunder or to Sub Grantee as an employer.

8.12 E-Verify Federal Contractor Rule Employment Eligibility Verification. This Agreement specifically adopts and incorporates, as if fully set forth herein, Section 17(K) of Exhibit 2 hereto, entitled "Public Contracts for Services." If the Maximum Grant Amount for this Agreement is more than $3,000, Sub Grantee must also comply with the E-Verify Federal Contractor Rule explained in Section 17(K) of Exhibit 2 hereto, adopted and incorporated herein, which requires Sub Grantee to use the E-Verify program to verify the employment eligibility of all employees assigned to the Agreement and all new hires.

8.13 Jurisdiction, Venue, and Applicable Law. Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, shall be in state or federal court with competent jurisdiction in Douglas County, Colorado. All matters relating to the performance of this Agreement shall be controlled by and determined in accordance with the laws of the State of Colorado.

8.14 Extension of Provisions. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Subgrantee, its heirs, legal representations, successors, and assigns.

8.15 Complete Integration. This Agreement represents the complete integration of all understandings between the parties and all prior representations and understandings, oral or written, are merged herein.

8.16 Advertising, Marketing and Promotional Materials. The Sub Grantee shall not include any reference to this Agreement or services performed under this Agreement in any of Sub Grantee's advertising or public relations materials without first obtaining the written approval of the County's Project Manager

IX. REPRESENTATIONS AND ASSURANCES.

9.01 Incorporation of Specific Federal Requirements. Sub Grantee understands and agrees that its receipt of CDOT MMOF Grant Funds is contingent and conditioned on its compliance with all applicable federal and state laws and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Agreement. Without limiting the foregoing, Sub Grantee agrees to comply with all applicable laws set forth in Section 17(E) of Exhibit 2 hereto.

9.02 Incorporation of CDOT Requirements. The Sub Grantee agrees to comply with all CDOT requirements of the Contractor set forth in Exhibit 2. By signing this Agreement, the Sub Grantee certifies that it has received and reviewed Exhibit 2 hereto and all of its attached exhibits and agrees to comply with all provisions set forth therein.

9.03 Assurance of Non-Discrimination on Basis of Disability. The Sub Grantee shall provide express written assurances that it will comply with Section 504 of the Rehabilitation Act of 1973 and that it will not discriminate on the basis of disability by executing the certification set forth in **Exhibit 3** hereto as a condition precedent to the issuance of any Grant Funds hereunder.

9.04 Assurance Regarding Trafficking in Persons. Sub Grantee agrees that it and its employees that participate in the Agreement may not engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect, procure a commercial sex act during the period of time that the Agreement is in effect, or use forced labor in the performance of the Agreement or Sub Agreements thereunder.

9.05 Nondiscrimination and DBE Assurances. (A) Sub Grantee and each subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26; (B) Sub Grantee and each subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subcontracts; (C) Failure by Sub Grantee or any subcontractor to carry out the requirements of this subparagraph is a material breach of this Agreement or any subcontract, as applicable; and (D) The following remedies, or such other remedy as CDOT and/or the County deem appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying Sub Grantee or subcontractor from future bidding as non-responsible.

9.06 Representations Regarding Debarment, Suspension. By signing this Agreement, Sub Grantee represents and warrants that its organization and its principals and employees are not suspended or debarred from receiving federal funds and there are no pending proceedings for suspension or debarment. Further, Sub Grantee represents and warrants that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” Sub Grantee agrees to, and will include a similar provision in each lower tier subcontract ensuring that each lower tier

subcontractor will: (comply with federal debarment and suspension requirements; and (ii) review the SAM at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

9.07 Assurance Regarding Tax Liability and Felony Convictions. Sub Grantee hereby agrees and certifies it has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. Sub Grantee further agrees and certifies that it was not convicted of a felony criminal violation under any Federal law within the preceding 24 months.

9.08 Effect of Erroneous Assurance, Certification or Representation. The assurances, certifications and representations contained in this Article IX are each material representations of fact upon which the County relies in entering this Agreement. If it is later determined that Sub Grantee knowingly rendered an erroneous assurance, certification, or representation, in addition to other remedies available to the federal government, CDOT and/or the County may pursue available remedies, including suspension and/or debarment. Sub Grantee shall provide to the County immediate written notice if at any time Sub Grantee learns that any of its assurances, certifications or representations were erroneous when submitted or have become erroneous by reason of changed circumstances.

9.09 No Federal Obligation. This grant is financed by state and/or federal funds administered by CDOT. However, payments to the Sub Grantee will be made by the County. Neither the United States, nor the State of Colorado is party to this Agreement. No reference in this Agreement to any representative of the State or federal government makes the United States or the State of Colorado a party to this Agreement. The Sub Grantee shall include this clause in any contracts or agreements under this Agreement.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below. This Agreement is effective upon final execution by both parties.

_____
George Teal
Chair, Board of County Commissioners

Date: _____

APPROVED AS TO CONTENT:

_____
Jennifer L. Eby
Director of Community Services

Date: _____

_____
Douglas J. Debord
County Manager

Date: _____

_____
Hayley Hall
Clerk to the Board

Date: _____

APPROVED AS TO LEGAL FORM:

_____
Arielle J. Denis
Assistant County Attorney

Date: _____

APPROVED AS TO FISCAL CONTENT:

_____
Christie Guthrie
Director of Finance

Date: _____

CASTLE ROCK SENIOR ACTIVITY CENTER
Sub Grantee

_____
By (Signature)

_____
Title

_____
Address

_____
City, State, Zip Code

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

_____ by _____.
(name of signatory)

My commission expires:_____

Witness my hand and official seal

_____
Notary Public

EXHIBIT 1—SCOPE OF WORK AND CONDITIONS
CASTLE ROCK SENIOR ACTIVITY CENTER ("Sub Grantee"), CDOT MMOF Grant Program – Douglas County Transit Services

Period of Performance	**July 6, 2026 – June 30, 2027**
Title of Project	**CRSAC Transit Services**
Project Description	**Multimodal Transportation and Mitigation Options Fund (MMOF) Transportation Services for Enhanced Mobility of Seniors and Individuals with Disabilities**
Awarding Agency	**Colorado Department of Transportation (CDOT)**
Funding Source	**State**
CFDA Number	**Not Applicable**

A. Program Description

Douglas County transportation services provide transportation services for seniors and persons with disabilities who need access to transportation. Douglas County's Project Manager will serve as the administrator of this program. Through this program, Douglas County will coordinate transit, advocate for improved services in the urban and rural areas and provide information and referral services. It will also work with other jurisdictions to expand regional transit services.

B. Project Description

This project accomplishes goals toward improving transportation in Douglas County through better coordination of current services available and an increase in transportation opportunities.

Sub Grantee will provide transit services for aging and disabled residents through on-demand transportation. Goals will be to enhance access to health care, education, employment, public services, recreation, social transactions, and other basic needs. Improvements will also work towards encouraging mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.

C. Project Budget

1. The twelve-month (12) net cost for this project is estimated to be and will be allocated as follows:

Net Project Costs (July 6, 2026 – June 30, 2027):	**$216,125**
Estimated Number of One-Way Trips to be Performed:	**5,842**

2. Project costs must not exceed the Maximum Grant Amount of **$216,125.**

3. Sub Grantee is solely responsible for all costs this project incurs above the amount Douglas County reimburses Sub Grantee from CDOT funds for eligible, actual costs. If the final, actual project cost is less than the Maximum Grant Amount of **$216,125 for transportation trips**, the County is not obligated to provide any more of the eligible, actual operational costs.

4. Funds from this grant for transportation trips will pay for on-demand transportation services (e.g., mileage reimbursement, training, background and motor vehicle checks, and other miscellaneous expenses) for persons with various accessibility needs. Sub Grantee provides these services.

5. Sub Grantee is responsible for providing monthly reporting on trips provided to qualified Douglas County residents under the guidelines of this project. Monthly reports are due to Douglas County **no later than the 5th day of each month**. If either day falls on a weekend or holiday, the monthly report will be due on the next business day.

D. Reimbursement Eligibility

1. Sub Grantee shall submit monthly reimbursement requests, including all related documentation to Douglas County. Requests must be within the limits of Sections C, E and F of this Exhibit 1.

2. Transportation services reimbursements will be based upon eligible trips at the agreed upon rate of $37.00 per one-way trip, minus donations as reported by the Sub Grantee each month.

E. Project Performance

1. Sub Grantee is responsible for tracking and reporting the number of total passengers and other users of these services.

2. Sub Grantee is responsible for tracking and reporting the number of total calls received, caller data, location of the call, services or referrals given and other activities of the call center.

3. If there is more than a ten percent deviation from the numbers listed below, an explanation for the deviation is required on the monthly progress report(s). Sub Grantee should evaluate and report on the progress and change over time.

One-Way Trip Timeframe:	**July 6, 2026 – June 30, 2027**
Approximate Trips to be Provided	**5,842**

4. As a performance standard, the Federal Transit Administration *requires* that increases or enhancements related to geographic coverage, service quality, and/or service times that will affect the availability of transportation services because of this proposed project be identified. With this project, Douglas County will enhance current transit services by providing more trips. This funding will enable more older adults and persons with disabilities to utilize transportation services provided by the Sub Grantee.

F. Data Reporting, Sharing and Confidentiality

1. The County will provide to the Sub Grantee access to its EmpowOR data system, through which the Sub Grantee shall capture and report data for all services provided under this Sub Grantee Agreement. For transportation services, the Sub Grantee shall record and report: (i) participant information; (ii) Household information; (iii) Program data; (iv) Service records; and (v) Funding and expenditure records. Be sure to include trip counts, trip costs, demographic information, information from surveys, narrative program questions and Douglas County approved copies of marketing materials related to the grant program with your monthly reporting.

2. The County and Sub Grantee agree that sharing client data is necessary to meet client needs. Accordingly, the County and the Sub Grantee agree that client data may be shared between the parties, provided, however, that each party shall protect confidential client information as required by state and federal law and this Sub Grantee Agreement. Prior to sharing any client information, the Sub Grantee shall obtain an Authorization for Release of Information ("ROI"), in the form included as **Exhibit 4** to this Agreement, or as otherwise approved in writing by the County's Project Manager, executed by the client which allows the Sub Grantee to share the client's information with the County and any other sub grantees specified in the ROI form.

3. The Sub Grantee must comply with all obligations of a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i), including all applicable provisions of HB 18-1128 regarding "Personal Identifying Information" as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b) and to "Personal Information" as defined in C.R.S. § 24-73-103(1)(g). Personal Identifying Information and Personal Information are referred to collectively herein as "Personal Data." Compliance shall include, without limitation:

    i. Adopting and enforcing a written policy governing the destruction of electronic and paper documents containing Personal Data. The written policy must, as a minimum, require that when electronic or paper documents containing Personal Data are no longer needed, such documents will be destroyed by shredding, erasing or otherwise modifying the Personal Data so as to make it unreadable or indecipherable through any means'
    ii. Implementing and maintaining reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure or destruction. Such procedures must be appropriate in light of the nature and size of the partner's business and operations;
    iii. Providing immediate written notification to the County's Project Manager transit@douglasco.gov, in the event the partner becomes aware that an unauthorized acquisition of Personal Data compromising the security, confidentiality or integrity of the Personal Data (hereinafter, a "Security Breach") has or may have occurred. The partner shall promptly and in good faith conduct an investigation to determine the likelihood that Personal Data has been or will be misused and shall coordinate with and promptly report the results of such investigations to the County's Project Manager transit@douglasco.gov, as requested;
    iv. Providing prompt written notification to affected Colorado residents, but in no event later than thirty (30) days after the date of determination that a Security Breach occurred, in accordance with the provisions of House Bill 18-1128; and
    v. To the extent applicable, requiring any third-party service providers, as defined in C.R.S. § 6-1-716(i) and C.R.S. § 24-73-103, to implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed to the third-party service provider and reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure or destruction.

4. In order to help protect client Personal Data from unauthorized access, use, modification, disclosure or destruction, the Sub Grantee shall: (i) have and enforce a written policy outlining how Personal Data will be collected, maintained, and protected from inadvertent release; (ii) require and provide training on the protection of Personal Data to anyone with access to client Personal Data and/or the County's EmpowOR data

system, including but not limited to employees and volunteers; (iii) require anyone with access to Personal Data and/or the County's EmpowOR data system to execute an acknowledgement, in the form included as **Exhibit 5** or as otherwise approved in writing by the County's Project Manager, of their obligation to maintain the confidentiality of client Personal Data; and (iv) maintain a secure environment that ensures the confidentiality of Personal Data. Attached as **Exhibit 6** are recommendations for best practices to implement and maintain reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction.

5. The County and the Sub Grantee may maintain a copy of all data obtained in the course of providing any services under this Sub Grantee Agreement.

G. Objectives and Milestones

To the extent possible and practicable, provide details and information, data, explanations, descriptions, copies and sample documents of milestone activities.

Begin services within 30 days of receiving an executed Agreement.
Provide an average of 487 trips per month from July 6, 2026 – June 30, 2027.

H. Special Conditions

1. Sub Grantee must obtain County and CDOT approval if CDOT MMOF Grant Funds are intended to be used for payment of a lease or for any third-party contracts.

2. Sub Grantee may not seek reimbursement for any billable work under this Agreement until the Agreement is fully executed.

3. Sub Grantee must maintain safety records, if applicable. These records must be submitted to the County or CDOT if the County or CDOT requests them. The records may include the number of vehicle accidents within certain time frames as requested by the County or CDOT, the number and extent of passenger injuries and claims, and the number and extent of employee accidents, injuries, and incidents.

4. Sub Grantee must demonstrate a good faith effort to provide, and certify as applicable, safety-related training for drivers and other appropriate personnel.

EXHIBIT 2 – CDOT MMOF Agreement 26-HTR-ZL-00184 WITH DOUGLAS COUNTY

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STATE OF COLORADO GRANT AGREEMENT

COVER PAGE

State Agency		**Agreement Number/PO Number**
Department of Transportation		26-HTR-ZL-00184 / 491004193
Grantee		**Agreement Performance Beginning Date**
Douglas County Government		The Effective Date
		Initial Agreement Expiration Date
Grant Agreement Amount		June 30, 2027
Initial Term		**Fund Expenditure End Date**
MMOF-S Funds Maximum Amount		June 30, 2027
	$328,210.000	**Agreement Authority**
		Autority to enter into this Agreement exists in CRS
Total for all Agreement Terms		§§43-1-106, 43-1-110, 43-1-117,
	$328,210.000	43-2-101(4)(c), 43-4-811(2), SB18-001, SB17-228 and SB17-267.

Agreement Purpose
The purpose of this Grant is for CDOT to disburse MMOF-S Program Funds to Grantee to conduct work within the provisions of this Grant.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work and Budget.
2. Exhibit B, Sample Option Letter.
3. Exhibit C, Title VI-Civil Rights.

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C, Title VI-Civil Rights.
2. Colorado Special Provisions in **§17** of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A, Statement of Work and Budget.
5. Executed Option Letters (if any).

Principal Representatives

For the State:
Jimmy Bath
Division of Transit and Rail
Colorado Dept. of Transportation
2829 W. Howard Place
Denver, CO 80204
jimmy.bath@state.co.us

For Grantee:
Ryan Arthur
Douglas County Government
100 Third Street
Castle Rock, CO 80104-2425
rarthur@douglas.co.us

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

SUBRECIPIENT
Douglas County Government

By: DocuSigned by: Jennifer Eby F0B9C6F4F2C045B...

Name: Jennifer L. Eby

Title: Director of Community Services

Date: 6/30/2026

2nd Subrecipient Signature

By: Signed by: Arielle Denis FC7D88C2266A40E...

Name: Arielle Denis

Title: Assistant County Attorney

Date: 6/30/2026

3rd Subrecipient Signature

By: Signed by: Megan Datwyler 2F4FAC2E4B4C41A...

Name: Megan Datwyler

Title: Risk Manager

Date: 6/30/2026

4th Subrecipient Signature

By: Signed by: Christie Guthrie C371FCD771FC4CD...

Name: Christie Guthrie

Title: Assistant Director of Finance

Date: 7/1/2026

5th Subrecipient Signature

By: Signed by: Doug Debord EB2981118E544C...

Name: Douglas Debord

Title: County Manager

Date: 7/1/2026

6th Subrecipient Signature

By: Signed by: E5CD14592431405...

Name: George Teal

Title: Chair, Board of County Commissioners

Date: 7/2/2026

7th Subrecipient Signature

By: DocuSigned by: Hayley Hall 166E3E33F00249B...

Name: Hayley Hall

Title: Clerk to the Board

Date: 7/6/2026

Signed by:

Contract: 26-HTR-ZL-00184 / PO: 491004193

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

Signed by:
Paul DesRocher
34D3DDA9B5E340B...
By: _____

Name: Paul DesRocher

Title: DTR Director

Date: 7/6/2026

LEGAL REVIEW
Philip J. Weiser, Attorney General

N/A
By: Assistant Attorney General

Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Yoni Copelman
BDA801C5CFAC478...
_____
By: Department of Transportation

Effective Date: 7/6/2026

Docusign Envelope ID: 21F2A23A-C856-8A56-80CE-4E0F722D7864

1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit A**.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Grantee, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a**.

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iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the Grant Maximum Amount payable to Grantee hereunder.

F. Grantee's Termination Under State Requirements

Grantee may request termination of this Grant by sending notice to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

C. "**Budget**" means the budget for the Work described in Exhibit A.

D. "**Business Day**" means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.

E. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.

F. "**Deliverable**" means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Grantee's Work that is intended to be delivered by Grantee.

G. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.

H. "**End of Term Extension**" means the time period defined in §2.D.

I. "**Exhibits**" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

J. "**Extension Term**" means the time period defined in §2.C.

K. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

L. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

M. "**Grant Maximum Amount**" means an amount equal to the total of Grant Funds for this Agreement.

N. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq., C.R.S. Incidents include, without limitation (i)

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successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

O. "**Initial Term**" means the time period defined in §2.B.

P. "**Matching Funds**" (Local Funds) means the funds provided by Grantee as a match required to receive the Grant Funds.

Q. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

R. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

S. "**Services**" means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

T. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

U. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

V. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

W. "**State Records**" means any and all State data, information, and records, regardless of physical form.

X. "**Subcontractor**" means any third party engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of Grant Funds.

Y. "**Work**" means the Goods delivered and Services performed pursuant to this Agreement.

Z. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

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5. PAYMENTS TO GRANTEE

A. Grant Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Grant Maximum Amount for that State Fiscal Year shown on the Cover Page of this Agreement as "FASTER Funds Maximum Amount".

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the conditions set forth in Exhibit A.

b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.

d. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall,

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however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

C. Matching Funds

Grantee shall provide Matching Funds as provided in **§5.A** and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. If Grantee is a public entity, Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

i. Any costs incurred by Grantee prior to the Effective Date shall not be reimbursed.

ii. The State shall reimburse Grantee's allowable costs, not exceeding the Grant Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Grantee may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the Grant Maximum Amount of this Agreement or the Grant Maximum Amount for any State Fiscal Year, and the change does not modify any requirements of the Work.

iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

b. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred.)

iv. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

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B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State 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 and the delivery of Services (including, but not limited to, the operation of programs) or Goods hereunder (collectively, the "Grantee Records"). Grantee shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State and any other duly authorized agent of the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State and any other duly authorized agent of the State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

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8. CONFIDENTIAL INFORMATION – STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of this Agreement.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, Grantee shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that Grantee, and its agents, employees, and Subcontractors are not the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Grantee's sole expense, require Grantee to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Grantee shall provide the State with the results of such audit and evidence of Grantee's planned remediation in response to any negative findings.

E. Data Protection and Handling

Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

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F. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Grantee employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Grantee shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Grantee may also be subject to such penalties as are allowed by law.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;
ii. $1,000,000 general aggregate;
iii. $1,000,000 products and completed operations aggregate; and

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iv. $50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with **§14** within 7 days of Grantee's receipt of such notice.

J. Subrogation Waiver

All insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

For each insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement prior to the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if

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Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by

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Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the State; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement

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Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Grantee are the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

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16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§16.A.**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

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K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A.,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

i. Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

ii. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

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T. Accessibility

i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. **STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. **INDEPENDENT CONTRACTOR.**

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. **COMPLIANCE WITH LAW.**

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be

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null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. **PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. **SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. **VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

K. **PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.**

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If

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Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

L. **PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.**

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Grantee **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.

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EXHIBIT A: STATEMENT OF WORK AND CONDITIONS

Project Description	2026-MMOF: Mobility Management (DRCOG HST Set Aside)		
Project End Date	June 30, 2027		
Subrecipient	Douglas County	**UEID #**	LXE5XEA44AH6
Contact Name	Ryan Arthur	**Vendor #**	2000062
Address	100 Third Street Castle Rock, CO 80104-2425	**Phone #**	(303) 814-4317
Email	rarthur@douglasco.gov	**Indirect Rate**	N/A
WBS*	27349.10.50	**ALI**	11.7L.00
Total Project Budget			**$656,420.00**
State MMOF Funds (at 50% or less)			$328,210.00
Local Funds (at 50% or more)			$328,210.00
Total Project Amount Encumbered via this Grant Agreement			**$328,210.00**

*The WBS numbers may be replaced without changing the amount of the grant at CDOT's discretion.

A. Project Description

Douglas County shall use 2026 MMOF funds, along with local matching funds, to perform all project activities described as follows:

1. The Mobility Management team will manage and deliver coordinated transportation services to older adults and people with disabilities within the following described service area: throughout Douglas County, Colorado.

2. The Mobility Management team shall only perform mobility management activities typically allowed under FTA Section 5310, such as:
   a. Operating transportation brokerages to coordinate service providers;
   b. Coordinating transportation services;
   c. Supporting local partnerships that coordinate transportation services;
   d. Staffing for the development and implementation of coordination plans;
   e. Providing travel training and trip planning activities; and/or
   f. Developing and operating traveler call centers.

This funding is provided to support the services described above from the date of execution of this Grant Agreement through June 30, 2027.

B. Performance Standards

1. Project Milestones

Milestone Description	**Original Estimated Completion Date**
Submit Initial and Ongoing Reimbursement Request(s) in COTRAMS	**Monthly**
Submit Final Reimbursement Request in COTRAMS	**6/30/2027**

IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Grant Agreement: **June 30, 2027**.

2. Performance will be reviewed throughout the duration of this Grant Agreement. Douglas County shall report to the CDOT Project Manager whenever one or more of the following occurs:
   a. Budget or schedule changes;
   b. Scheduled milestone or completion dates are not met;

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c. Identification of problem areas and how the problems will be resolved; and/or
d. Expected impacts and the efforts to recover from delays.

3. Douglas County shall participate in Local and/or Regional Coordinating Councils.

C. Project Budget

1. The Total Project Budget is $656,420.00. CDOT will pay no more than 50% of the eligible, actual project costs, up to the maximum amount of $328,210.00. CDOT will retain any remaining balance of the state share of MMOF Funds. Douglas County shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from MMOF Funds for the state share of eligible, actual costs. For CDOT accounting purposes, the MMOF Funds of $328,210.00 will be encumbered for this Grant Agreement.

2. No refund or reduction of the amount of Douglas County's share to be provided for the project will be allowed unless there is at the same time a refund or reduction of the state share of a proportionate amount.

3. Douglas County may use eligible federal funds for the Local Funds share. Douglas County's share, together with the State MMOF Funds share, shall be enough to ensure payment of the Total Project Budget.

4. Per the terms of this Grant Agreement, CDOT will have no obligation to provide state funds for use on this project. CDOT will administer MMOF funds for this project under the terms of this Grant Agreement, provided that the state share of MMOF funds to be administered by CDOT are made available and remain available. Douglas County shall initiate and prosecute to completion all actions necessary to enable Douglas County to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Allowable Costs

Douglas County shall agree to adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.476 and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously shall also be considered.

E. Reimbursement Eligibility

1. Douglas County shall submit reimbursement requests monthly via COTRAMS. Reimbursement will apply only to eligible expenses that are incurred within the period of performance of this Grant Agreement.

2. Douglas County shall not submit request for reimbursement more than once per month. Reimbursement requests must be within the limits of this Grant Agreement. Douglas County will be reimbursed based on the ratio of the MMOF Funds share as set forth in the Project Budget above.

3. Douglas County shall submit the final reimbursement request to CDOT within sixty (60) calendar days of June 30, 2027 and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of issuance of the final reimbursement payment.

F. Restrictions on Lobbying

Douglas County is certifying that it complies with 2 CFR 200.450 by entering into this Grant Agreement.

G. Special Conditions

1. Douglas County shall comply with all requirements imposed by CDOT on Douglas County so that the state award is used in accordance with state statutes, regulations, and the

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terms and conditions of the state award.

2. Douglas County shall permit CDOT and their auditors to have access to Douglas County's records and financial statements as necessary, with reasonable advance notice.

3. Except as provided in this Grant Agreement, Douglas County shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment prior to the execution of this Grant Agreement.

4. Douglas County shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.

5. Douglas County shall provide transportation services to persons with disabilities, in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.

6. Douglas County shall agree to maintain documentation that supports its compliance with the Americans with Disabilities Act (ADA) and produce said documentation to CDOT upon request.

7. Douglas County shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for transit grant subrecipients.

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EXHIBIT B, SAMPLE OPTION LETTER

State Agency
Department of Transportation

Grantee
[Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc.]

Current Agreement Maximum Amount

Initial Term
FASTER Funds Maximum Amount
State Fiscal Year [20xx] [$0.00]

Extension Terms
State Fiscal Year [20xx] [$0.00]
State Fiscal Year [20xx] [$0.00]
State Fiscal Year [20xx] [$0.00]
State Fiscal Year [20xx] [$0.00]

Local Funds [$0.00]
Total for All Agreement Terms [$0.00]

Option Letter Number
[Insert the Option Number (e.g. "1" for the first option)]

Original Agreement Number
[Insert CMS number or Other Contract Number of the Original Contract]

Option Agreement Number
[Insert CMS number or Other Contract Number of this Option]

Agreement Performance Beginning Date
[Month, Day, Year

Current Agreement Expiration Date
[Month, Day, Year]

1. **OPTIONS:**
   A. Option to extend for an Extension Term
2. **REQUIRED PROVISIONS:**
   A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
3. **OPTION EFFECTIVE DATE:**
   A. The effective date of this Option Letter is upon approval of the State Controller or or [Enter date], whichever is later.

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
By: [Name & Title of Person Signing for Agency or IHE]
Date: _____

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Department of Transportation

Option Effective Date:_____

Docusign Envelope ID: 21F2A23A-C856-8A56-80CE-4E0F722D7864

EXHIBIT C, TITLE VI – CIVIL RIGHTS

Nondiscrimination Requirements

The Parties shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability. During the performance of this Agreement, the Grantee, for itself, its assignees and successors in interest (hereinafter referred to as the "Grantee") agrees as follows:

(1) Compliance with Regulations: The Grantee shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The Grantee, with regard to the Work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subgrantees, including procurements of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subgrantees, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Grantee for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subgrantee or supplier shall be notified by the Grantee of the Grantee's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) Information and Reports: The Grantee shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Colorado Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information the Grantee shall so certify to the Colorado Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Grantee's noncompliance with the nondiscrimination provisions of this Agreement, the Colorado Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

  (a) withholding of payments to the Grantee under the Agreement until the Grantee complies, and/or

  (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The Grantee shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Grantee shall take such action with respect to any subcontract or procurement as the Colorado Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a Grantee becomes involved in, or is threatened with, litigation with a subgrantee or supplier as a result of such direction, the Grantee may request the Colorado Department of Transportation to enter into such litigation to protect the interests of the Colorado Department of Transportation.

EXHIBIT 3 – TITLE VI – CIVIL RIGHTS

Nondiscrimination Requirements

The Parties shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability. During the performance of this Agreement, the Sub Grantee, for itself, its assignees and successors in interest (hereinafter referred to as the "Sub Grantee") agrees as follows:

1. Compliance with Regulations: The Sub Grantee shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The Sub Grantee, with regard to the Work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of Sub Grantees, including procurements of materials and leases of equipment. The Sub Grantee shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subgrantees, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Sub Grantee for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subgrantee or supplier shall be notified by the Sub Grantee of the Sub Grantee's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
4. Information and Reports: The Sub Grantee shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Colorado Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Sub Grantee is in the exclusive possession of another who fails or refuses to furnish this information the Sub Grantee shall so certify to the Colorado Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Sub Grantee's noncompliance with the nondiscrimination provisions of this Agreement, the Colorado Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
    a. withholding of payments to the Sub Grantee under the Agreement until the Sub Grantee complies, and/or
    b. cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: The Sub Grantee shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Sub Grantee shall take such action with respect to any subcontract or procurement as the Colorado Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a Sub Grantee becomes involved in, or is threatened with, litigation with a subgrantee or supplier as a result of such direction, the Sub Grantee may request the Colorado Department of Transportation to enter into such litigation to protect the interests of the Colorado Department of Transportation.

EXHIBIT 4 – DOUGLAS COUNTY COMMUNITY SERVICES OF CARE AUTHORIZATION FOR RELEASE OF INFORMATION

Authorization for Release of Information to DOUGLAS COUNTY

Applicant Name (printed): _____

In an effort to better serve applicants requesting our services, we are requesting your consent to disclose certain information you provide to us, which may include personally identifying information or protected health information. Your consent to the disclosure and use of any such protected information is voluntary, and you are not required to consent to the use or disclosure of such information. If you choose not to consent to the disclosure and use of your information, you may still be eligible for certain services but Douglas County may not be able to provide grant funds to assist you in paying for those services.

What Disclosure You Are Authorizing

Federal and/or state law may prohibit the disclosure of protected information you have provided absent express written consent. By signing this Authorization for Release of Information, you are providing express written consent to the disclosure of your information as described in this form.

By signing this form, you consent to the disclosure of your information to Douglas County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting activity to funding agencies. You agree to the release of information such as name; date of birth; partial social security number; address and contact information; gender; income; prescription history; and the fact of certain medical and/or mental health conditions. We DO NOT track or disclose information regarding your HIV or STD status or patient records regarding substance use.

Important Information About Your Consent

Please be aware that the information disclosed based on this authorization may be redisclosed by a recipient and no longer protected by federal or state privacy laws. Not all persons or entities are required to comply with these laws. By signing this form, you release Douglas County from any, and all, liability arising out of or related to the disclosure of information permitted in this form.

Termination of Consent

This consent may be terminated at any time by providing written notice to ***[insert agency name]*** by email at ***[insert agency email address]*** or by delivering a written termination of consent to ***[insert agency address]***. This consent will automatically expire 90 days after assistance or services cease if consent was not previously terminated. Upon receipt of a written termination or expiration of this consent, information may continue to be used and disclosed only to the extent required for reporting purposes for any previously administered services for up to _____ days.

Acknowledgment: By signing this form, I acknowledge that I have read this form and voluntarily agree to its terms.

Printed Name: _____

Signature: _____ Date: _____

Name of agency collecting this Authorization:

_____

EXHIBIT 5 – DOUGLAS COUNTY COMMUNITY SERVICES SYSTEM OF CARE USER CONFIDENTIALITY AGREEMENT

DOUGLAS COUNTY COMMUNITY SERVICES SYSTEM OF CARE
User Confidentiality Agreement

In an effort to hold a high standard of data stewardship, I, the undersigned user of the Douglas County Community Services System of Care Data System, herein referred to as "the System," acknowledge that I have been informed and am aware of the confidential nature of the information provided and accessible to me through my use of the System.

I am advised and aware that:

1. Any information received directly from a resident, through a reports and/or stored record shall be confidential.
2. Information may only be shared with an agency, organization or individual for whom consent has been obtained through a signed Authorization for Release of Information by the resident.
3. Nothing in this agreement shall prevent me from commenting publicly about general trends, concerns or aggregate de-identifiable data.
4. Exceptions to this confidentiality agreement will be made as required by state law as it pertains to the mandatory reporting of abuse and neglect of children and at-risk adults.
5. Douglas County will not indemnify me, defend me, or contribute financially to my defense should civil or criminal claims be made against me if I choose to speak publicly concerning information obtained through the System.
6. Any breach of this agreement, including the unauthorized release of confidential information, may be punishable by law, subject me to discipline by my employer and/or result in my removal from future participation in the System.

_____ _____
Printed Name Date

_____
Signature

_____
Agency

EXHIBIT 6 – RECOMMENDED PRACTICES FOR PROTECTING PERSONAL DATA

Security Best Practices

The Douglas County Cyber Security Team advises all users of the System to practice the following procedures to the best of their organization's ability.

Personal

- Only authorized users will be permitted access to the Douglas County Community Services System (System).
- All authorized users will be required to sign a confidentiality agreement.
- No data accessed from the System will be shared with non-authorized personnel, including physical copies.
- Keep aware of new cyber security threats and devise education and training to defend against them.
- Be wary and report any attempts to gather data by non-authorized parties, either through social engineering, phishing emails, or other means, to Community Services program staff contact.
- Report any additional incidents to Douglas County program staff.

Technical

- Computers and other devices used to access the System at the agency or by the agency authorized users will have anti-virus and/or advanced malware detection which is run at regular intervals.
- Keep all systems up-to-date with current software patching (Windows Updates, application patches, appliance firmware, drivers, etc).
- Do not save any sensitive, private, or personal data locally outside of the application.
- Control physical access to computers that have authorized access to the System.
- Never share a password with any person or save a password locally; and if a password needs reset, the user will contact the designated Douglas County employee for assistance.

Roles and Access

Each organization should create an internal policy that defines what personnel roles will have access to the System, who participates in those roles and periodically audit these roles.

Incident Reporting

In the event of an incident, all relevant information must be relayed as early as possible to the Douglas County Department of Community Services. Douglas County has an obligation to report data breaches within a statutory deadline.

The following are examples (but not an exhaustive list) of incidents:

- Unauthorized user accesses the system
- Computer that accesses constituent data is compromised by ransomware or virus
- Repeated phishing attempts at authorized personnel
- Social engineering or impersonation attempt to gain access to the system
- Unknown external media (usb, etc) is used on computers that accesses the System
- Computer previously used to access the system is removed through theft or unknown loss
- Unknown performance problems on any computer used to access the System

Partners should feel confident to contact CSgrants@douglasco.gov to leverage Douglas County cyber security professional expertise in the identification of potential incidents or other educational correspondence.

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Ryan Arthur, Community Programs Coordinator

DESCRIPTION: Subgrantee Agreement for Transit Services and Call Center Operation Between Douglas County and Aging Resources of Douglas County in the Amount of $108,085.00.

SUMMARY: The request is for approval of the 2026-2027 Colorado Department of Transportation (CDOT) Multimodal Option Program Funds (MMOF) Subgrantee Agreement (Agreement) for transportation services and call center operation between Douglas County and Aging Resources of Douglas County (ARDC) in the amount of $108,085. This Agreement will provide approximately 2,519 one-way trips to enhance the mobility of older adults and people with disabilities as well as support operation of the County's call center, First Call.

RECOMMENDED ACTION: Staff recommends approval of the 2026-2027 CDOT MMOF Agreement for transportation services and call center operation between Douglas County and ARDC in the amount of $108,085 as it complies with all federal, state, and County approval standards and policies.

REVIEW:

Jennifer Eby	Approve	7/17/2026
Jeff Garcia	Approve	7/21/2026
Christie Guthrie	Approve	7/21/2026
Doug DeBord	Approve	7/21/2026
Jennifer Eby - FYI	Notified - FYI	7/21/2026

ATTACHMENTS:

Cover Page
2026-CDOT-MMOF-ARDC_SGA-Staff-Report

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Ryan Arthur, Community Programs Coordinator

DESCRIPTION: Subgrantee Agreement for Transit Services and Call Center Operation between Douglas County and Aging Resources of Douglas County in the Amount of $108,085

SUMMARY: The request is for approval of the 2026-2027 Colorado Department of Transportation (CDOT) Multimodal Option Program Funds (MMOF) Subgrantee Agreement (Agreement) for transportation services and call center operation between Douglas County and Aging Resources of Douglas County (ARDC) in the amount of $108,085. This Agreement will provide approximately 2,519 one-way trips to enhance the mobility of older adults and people with disabilities as well as support operation of the County's call center, First Call.

RECOMMENDED ACTION: Staff recommends approval of the 2026-2027 CDOT MMOF Agreement for transportation services and call center operation between Douglas County and ARDC in the amount of $108,085 as it complies with all federal, state, and County approval standards and policies.

REVIEW:

Jennifer Eby	Approve	7/17/2026
Jeff Garcia	Approve	7/21/2026
Christie Guthrie	Approve	7/21/2026
Doug DeBord	Approve	7/21/2026

ATTACHMENTS:

2026-CDOT-MMOF-ARDC_SGA-Staff-Report

DOUGLAS COUNTY
COLORADO

Subgrantee Agreement Staff Report

Date:	July 16,2026
To:	Douglas County Board of County Commissioners
Through:	Douglas J. DeBord, County Manager
From:	Jennifer L. Eby, AICP, Director of Community Services
CC:	Ryan J. Arthur, Community Programs Coordinator Allison E. Cutting, Community Services Supervisor Rand M. Clark, CCAP, NCRT, Assistant Director of Community Services
Subject:	**Subgrantee Agreement for transit services and call center operation between Douglas County and Aging Resources of Douglas County in the amount of $108,085.**

Board of County Commissioners' Business Meeting **July 28, 2026 @ 1:30 p.m.**

I. EXECUTIVE SUMMARY

The request is for approval of the 2026-2027 Colorado Department of Transportation (CDOT) Multimodal Option Program Funds (MMOF) Subgrantee Agreement (Agreement) for transportation services and call center operation between Douglas County and Aging Resources of Douglas County (ARDC) in the amount of $108,085. This Agreement will provide approximately 2,519 one-way trips to enhance the mobility of older adults and people with disabilities as well as support operation of the County's call center, First Call.

II. REQUEST

Staff requests approval of the 2026-2027 CDOT MMOF Agreement for transportation services and call center operation between Douglas County and ARDC in the amount of $108,085.

III. BACKGROUND

The Board of County Commissioners (BCC) approved the 2026-2027 CDOT MMOF contract 26-HTR-ZL-00184 for operating expenses during the June 23, 2026 Business Meeting. Douglas County subgrants funds to local organizations to provide direct services. ARDC submitted an application in response to the County's call for transit service projects and was selected for funding.

IV. DISCUSSION

This Agreement will allow ARDC to provide approximately 2,519one-way trips to enhance the mobility of older adults and people with disabilities. Services are available to residents throughout Douglas County.

ARDC operates Douglas County First Call to provide transit coordination for residents seeking assistance in meeting their mobility needs. ARDC responds to an average of 323 First Call requests per month for transportation services.

The period of performance will be from July 6, 2026, through June 30, 2027. The $108,085 is proposed to be allocated in the following manner:

Grant Funds	Units	Amount
On-Demand Trips	2,519	$ 93,205
First Call		$ 14,880
	Total	**$ 108,085**

V. RECOMMENDED ACTION

Staff recommends approval of the 2026-2027 CDOT MMOF Agreement for transportation services and call center operation between Douglas County and ARDC in the amount of $108,085 as it complies with all federal, state, and County approval standards and policies.

ATTACHMENTS **PAGE**

2026-2027 ARDC CDOT MMOF Subgrantee Agreement 3

SUBGRANTEE AGREEMENT
ARDC TRANSIT SERVICES AND CALL CENTER

Project Title ARDC Transit Services and Call Center	**Agreement Number** 26-HTR-ZL-00184
Grantee Aging Resource of Douglas County (ARDC)	**Agreement Performance Beginning Date** July 6, 2026
Grantee Unique Entity ID: W86NEMNZS9K9	**Agreement Performance Expiration Date** June 30, 2027
Grant Maximum Amount: $108,085	**CFDA Number:** N/A

Agreement Purpose

The purpose of this agreement is to improve chore and assisted transportation options for vulnerable seniors age 60 and older in all parts of Douglas County.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit 1, Scope of Work and Conditions
2. Exhibit 2, CDOT MMOF Agreement 26-HTR-ZL-00184
3. Exhibit 3, Title VI – Civil Rights
4. Exhibit 4, Authorization for Release of Information
5. Exhibit 5, Generic Confidentiality Agreement
6. Exhibit 6, Recommended Data Security Procedures

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. The provisions of the other sections of the main body of this Agreement
2. Exhibit 1, Scope of Work and Conditions
3. Executed Option Letters (if any)

Principal Representatives:

For Douglas County:
Ryan J. Arthur
100 Third Street
Castle Rock, CO 80104
transit@douglasco.gov

For Grantee:
Karie Erickson
104 Fourth Street
Castle Rock, CO 80104
kerickson@douglasco.gov

SUB GRANTEE GRANT AGREEMENT
Transit Services

THIS SUB GRANTEE AGREEMENT ("Agreement") is made and entered into this _____day of _____, 2026, by and between The Board of County Commissioners of the County of Douglas, State of Colorado ("County") and AGING RESOURCES OF DOUGLAS COUNTY ("Sub Grantee"), each acting by and through its duly authorized officers. The County and the Sub Grantee hereinafter collectively referred to as the "Parties" and individually as the "Party."

WHEREAS:

1. The County, acting in its role as grantee for a State of Colorado grant awarded by the Colorado Department of Transportation ("CDOT"), is able to receive and dispense federal funds upon reimbursement from CDOT.
2. The County received a grant award of $328,210 ("CDOT Multimodal Transportation and Mitigation Options Fund (MMOF) Grant Funds") on behalf of the Sub Grantee's and other recipients' request from CDOT, pursuant to Agreement Number 26-HTR-ZL-00184.
3. This Agreement is intended to memorialize the terms under which the Sub Grantee is to receive a portion of the CDOT MMOF Grant Funds.

NOW, THEREFORE, the County and the Sub Grantee agree as follows:

I. SCOPE OF WORK; APPROVED BUDGET; AND PROVISIONS

1.01 Scope of Work. Sub Grantee agrees to perform and complete the Scope of Work and Conditions specified in **Exhibit 1** ("Scope of Work and Conditions"), attached hereto and incorporated herein, in accordance with the terms and conditions of this Agreement and in accordance with all the terms and conditions contained in **Exhibit 2,** the Agreement by and between the Colorado Department of Transportation and Douglas County Government attached hereto and incorporated herein. The Scope of Work describes the activities to be completed by the Sub Grantee and includes milestones and completion dates. All Scope of Work activities must be consistent with the approved Scope of Work, including the budget. Any proposed change in the Scope of Work must be submitted to the County's Project Manager, as defined in Section 6.02 below, for written approval. A change in the Scope of Work is not effective until the Sub Grantee receives written approval from the County.

1.02 Approved Budget. Sub Grantee agrees to complete the Scope of Work and Conditions in accordance with the approved budget in **Exhibit 1**.

1.03 Provisions. Sub Grantee agrees to comply with all provisions in this Agreement, including all exhibits to the Agreement and any further exhibits contained therein, all of which are expressly incorporated herein by reference.

1.04 Applicability of Federal Requirements. Sub Grantee shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or

regulations. In any contract utilizing federal funds, land, or other federal aid, Douglas County shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

II. AUTHORIZED USE OF GRANT FUNDS; ELIGIBILITY OF COSTS

2.01 Authorized Use of Grant Funds. The Sub Grantee is only authorized to use the grant funds awarded under this Agreement for costs directly incurred for the Scope of Work and Conditions activities during the Project Activity Period as specified in **Exhibit 1**.

2.02 Eligibility of Costs. All expenses are subject to CDOT requirements including, but not limited to:

- ***Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards***, 2 CFR §§ 200.402 through 200.475 and 2 CFR § 200.102
- ***Federal Fiscal Management: Award Management Requirements***, FTA Circular 5010.1E Chapter VI

All expenses are also subject to the provisions outlined in the CDOT MMOF Master Agreement in **Exhibit 2**.

III. AWARD AMOUNT, MATCH, AND PAYMENT

3.01 Estimated Project Amount. The total estimated budget of this Scope of Work is **$93,205.**

3.02 Maximum Grant Amount. The County awards to Sub Grantee a grant of up to **$93,205** to complete approximately **2,520 one-way trips** and up to **$14,880** to operate the **Douglas County First Call** as outlined in the Scope of Work for a Maximum Grant Amount ("Maximum Grant Amount") of **$108,085.** In no event will the County's obligation under this Agreement be more than the Maximum Grant Amount. **The County shall bear no responsibility for cost overruns that may be incurred by Sub Grantee in performance of the Scope of Work.**

3.03 Local Match. No local match is required for this grant.

3.04 Reimbursement. Expenses will be reimbursed by the County for 100 percent of all allowable costs, as provided in Section 4.3 of Exhibit 2 hereto, which have been paid to the County by CDOT. Invoiced expenditures with all required documentation plus local match documentation (if required) must be submitted to the County's Project Manager **no later than the fifth day of the following month** in order to be reimbursed for expenses from the previous month. Sub Grantee must use the approved forms and submit all required documentation in the format specified by the County's Project Manager.

Sub Grantee shall submit any additional data or other information requested by the County to support the Sub Grantee's reimbursement request and shall submit any additional data or information that may be required by CDOT or FTA.

Following the County's review and approval of the Sub Grantee's reimbursement request, and CDOT's payment to the County, the County will distribute to the Sub Grantee the approved reimbursement amount. The County may deny part or all of any reimbursement request if the County believes that it is not a supportable Scope of Work expense. No reimbursement will be made which would cause the distribution of grant funds to exceed, cumulatively, the Maximum Grant Amount set out in Section 3.02. **The County may withhold payment if the Sub Grantee is not current in its reporting requirements under Article IV.** Distribution of any funds or approval of any report is not to be construed as a County waiver of any Sub Grantee noncompliance with this Agreement.

3.05 Repayment of Unauthorized Use of Grant Funds. Upon a finding by the County that the Sub Grantee has made an unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the County, the Sub Grantee agrees to promptly repay such amounts to the County.

3.06 Reversion of Unexpended Grant Funds. All funds granted by the County under this Agreement that have not been expended for Scope of Work activities taking place during the Project Activity Period shall revert back to CDOT and/or the County, as applicable.

3.07 Grant and Reimbursement Contingent upon Funding. This Agreement is subject to and contingent upon the continuing availability of grant funds for the purposes thereof. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with grant funds provided to the County by CDOT. Sub Grantee expressly understands and agrees that all its right, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds from CDOT. If such funds or any part thereof are not received from CDOT, the County may, in its sole discretion, immediately terminate this Agreement without liability, including liability for termination costs. If the County does not elect to terminate the Agreement, the County is only required to reimburse Sub Grantee from such funds or any part thereof that are received from CDOT.

IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

4.01 Documentation of Scope of Work Costs. All Scope of Work expenses must be supported by proper documentation, including properly executed payrolls, effort reporting or time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

4.02 Establishment and Maintenance of Scope of Work Information. Sub Grantee agrees to establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to (a) Sub Grantee's performance under this Agreement, and (b) the receipt and expenditure of all grant funds and the Sub Grantee's match documentation (if required) under this Agreement. These documents shall include the property records required by

Article VII of this Agreement. The Sub Grantee shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall keep intact all Scope of Work information until the latest of:

A. Three (3) years following the term of this Agreement; or
B. If any litigation, claim, or audit is commenced during either such period, when all such litigation claims or audits have been resolved.

4.03 Compliance with HB 18-1128. Sub Grantee shall comply with the applicable provisions of House Bill 18-1128, Protections for Consumer Data Privacy, including any updates or amendments thereto. Compliance shall include, without limitation, compliance with all required procedures set forth in subpart F of the Scope of Work and Conditions attached hereto as **Exhibit 1**.

4.04 Audit Requirements. The Sub Grantee agrees to have financial and compliance audits performed as required by the Single Audit Act Amendments of 1996, 31 U.S.C. §§ 7501, *et seq*. These financial and compliance audits must comply with the provisions of 2 CFR part 200, and any amendments thereto. The Sub Grantee also agrees to obtain any other audits required by the County, CDOT or the State of Colorado. The Sub Grantee agrees that these audits will be conducted in accordance with U.S. Government Accountability Office, (U.S. GAO) "Government Auditing Standards." Sub Grantee agrees to provide the County's Project Manager with a report of all audits performed. Sub Grantee agrees that project closeout will not alter the Sub Grantee's audit responsibilities.

4.05 Audit Costs. Audit costs for project administration and management are allowable to the extent authorized by 2 CFR part 200, or the FAR at 48 C.F.R. Chapter I, Subpart 31.2, whichever is applicable.

4.06 Contents of Reports; Copies. The Sub Grantee agrees to report completely in accordance with the requirements of the Scope of Work and to provide the County with any additional or follow up information as may be requested by the County.

4.07 Inspections and Other Monitoring Activities. Sub Grantee agrees to permit the County and CDOT to have access to the sites of performance of the Scope of Work and to make site visits as needed to ensure compliance with applicable federal requirements and regulations and this Agreement. Sub Grantee agrees to attend Sub Grantee meetings. The Sub Grantee agrees to submit to the County a copy of any promotional information regarding the Scope of Work disseminated by Sub Grantee during the term of this Agreement.

4.08 FTA Access to Records and Sites of Performance. Sub Grantee agrees to provide: (1) the U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all Agreement-related records as required under 49 U.S.C. § 5325(g); and (2) sufficient access to Agreement-related records as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of the grant as determined by FTA. Sub Grantee further agrees to permit FTA access to the sites of performance of the Scope of Work and to Sub Grantee and to make site visits as needed in compliance with applicable federal requirements.

4.09 Changed Conditions. Sub Grantee shall use due diligence to achieve the milestones set forth in the Scope of Work. Sub Grantee agrees to notify the County immediately of any development that has or will have a significant impact on performance of the Scope of Work, including, but not limited to, any problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the Scope of Work in accordance with the terms of this Agreement. The notice shall include a statement of action taken or contemplated and any assistance needed to resolve the situation.

4.10 Special Reporting Requirements. Sub Grantee agrees to provide the County with any additional follow up information reasonably requested by the County in order to meet the County's reporting requirements.

V. PROJECT ACTIVITY PERIOD; TERM; TERMINATION

5.01 Project Activity Period. This Project Activity Period will expire when CDOT reimburses the County's final submitted invoice, within the limits of Section D, *Reimbursement Eligibility*, in the Scope of Work and Conditions (**Exhibit 1**). The Project Activity Period may be extended by an amendment agreed to in writing by the County and CDOT.

5.02 Term. The term of this Agreement shall extend from **July 6, 2026,** to a date sixty (60) calendar days following the end of the Project Activity Period defined in Section 5.01 to permit close out of this Agreement. No work shall commence, and no costs shall be incurred, prior to July 6, 2026.

5.03 Termination by County for Convenience. The County may terminate this Agreement at any time and for any reason by providing the Sub Grantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, the Sub Grantee shall be entitled to compensation for Scope of Work activities in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the Maximum Grant Amount, in Section 3.02.

5.04 Termination for Noncompliance. If there has been a material failure to comply with the provisions of this Agreement by either party (a "breach"), the other party may terminate this Agreement after seven (7) calendar days' written notice to the party in breach if such breach is not cured within the seven (7) day period. A material failure of the Sub Grantee to make reasonable progress toward completion of the Scope of Work without good cause and without providing the notice required by Section 4.09 constitutes a breach. At the County's option, the County may withhold payment of invoices during any period in which the Sub Grantee is noncompliant with this Agreement. If the County finds that the Sub Grantee's noncompliance is willful and unreasonable, the County may terminate or rescind this Agreement and require the Sub Grantee to repay the grant funds in full or in a portion determined by the County, except that Sub Grantee shall not be required to repay funds that the County has reviewed, approved, and distributed except as provided for in Sections 3.05 and 3.06.

5.05 Effect of Scope of Work Closeout or Termination. Sub Grantee agrees that Scope of Work closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Sub Grantee by this Agreement. Project closeout or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter the Sub Grantee's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

VI. CONTACT PERSONS; PROJECT MANAGER

6.01 Contact Persons. The authorized persons for receipt notices, reports, invoices, and approvals under this Agreement are the following:

The County:

Name:	Ryan Arthur
Title:	Community Programs Coordinator
Mailing Address:	100 Third Street Castle Rock, Colorado 80104
Phone:	(303) 814-4326
Email:	transit@douglasco.gov

The Sub Grantee:

Name:	Karie Erickson
Title:	Executive Director
Mailing Address:	104 Fourth Street, Castle Rock, CO 80104
Phone:	(303) 814-4300
Email:	Kerickson@douglasco.gov

or such other person as may be designated in writing for itself by either party.

6.02 County's Project Manager. The County's Project Manager for purposes of administration of this Agreement is the person listed for the County in Section 6.01, or such other person as may be designated in writing by the County. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on behalf of the County.

6.03 Sub Grantee Project Manager. The Sub Grantee's Project Manager for purposes of administration of this Agreement is the person listed for the Sub Grantee in Section 6.01, or such person as may be designated in writing by the Sub Grantee. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on the behalf of the Sub Grantee unless otherwise noted.

6.04 Notice. Notice to any party under this Agreement shall be made in writing, addressed as set forth above, and shall be delivered personally during normal business hours, or by prepaid first-class U.S. mail, e-mail or such other method authorized in writing by the party's Project Manager. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is

earlier. Email notices shall be effective upon receipt. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

VII. GRANT PROPERTY

The title, acquisition, use, management, and disposition of all property acquired or constructed with grant funds under this Agreement shall be governed by applicable federal law, rule, and guidance including, without limitation, the provisions of:

- ***Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*****,** 2 C.F.R §§ 200.310-200.316, 1201.313, 1201.317.
- ***Federal Fiscal Management: Award Management Requirements***, FTA Circular 5010.1E Chapter VI

The foregoing are incorporated by reference into this Agreement. Sub Grantee acknowledges that the requirements in these Articles and throughout this Agreement are subject to change and agrees that the most recent of these requirements shall govern this Agreement at any particular time except to the extent that CDOT, the State of Colorado or the County determines in writing.

VIII. GENERAL CONDITIONS

8.01 Amendments. The terms of this Agreement may be changed only by mutual agreement of both parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this Agreement.

8.02 Assignment and Sub Grants. The Sub Grantee shall not assign, sub grant, sublet, or transfer any Scope of Work activities without receiving express written consent of the County. Any attempt at assignment, subgranting, subletting, or transferring without such consent shall be void. Any authorized assignment, subgrant, sublet, or transfer by the Sub Grantee shall be subject to compliance with all terms and conditions of this Agreement including the CDOT Master Agreement and Exhibits 1 and 2 hereto. Sub Grantee shall be responsible for ensuring that any authorized assignee, sub grantee, sub lease, or transferee adheres to all terms and conditions of this Agreement.

8.03 Liability. The parties expressly agree that the County does not contractually waive any limitations on liability or other immunities or defenses available to it by statute or common law, or activities undertaken pursuant to this Agreement. The parties understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 120, or otherwise available to the County.

8.04 Background Check. If the County and its employees are required by law, regulation, or the terms of the CDOT MMOF Exhibit 2, including its exhibits, to pass a criminal background check, Sub Grantee must likewise meet the requirement and such documentation must be provided to the County as a condition of this Agreement.

8.05 Relationship of the Parties. Nothing in this Agreement is intended or should be construed in any matter as creating or establishing the relationship of co-partners or a joint venture between the Sub Grantee and the County. Sub Grantee shall perform its duties hereunder as an independent contractor and not as an employee. **Sub Grantee and its employees, volunteers and agents are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage for Sub Grantee or any of its employees, volunteers, and agents. Sub Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Sub Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by the County; and (iii) be solely responsible for its acts and those of its employees, volunteers and agents.**

8.06 No Third-Party Beneficiaries. Nothing in this Agreement is intended or should be construed as creating third party beneficiary rights against the County or Sub Grantee, including but not limited to, Sub Grantee's contractors or subcontractors.

8.07 Dispute Resolution. Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Douglas County for resolution.

8.08 Indemnification. Sub Grantee assumes liability for and agrees to defend, indemnify, and hold harmless the County and CDOT, as well as their officers, employees, agents, subcontractors, assignees, residents, and tax payers from and against all losses, damages, expenses, liability, claims, suits, or demands, including, without limitation, attorney's fees, arising out of, resulting from, or relating to the performance of this Agreement, including any aspect of performance of the Scope of Work, by the Sub Grantee or its employees, agents, volunteers, contractors, subcontractors or assignees.

8.09 Insurance. Sub Grantee shall comply with all insurance requirements set forth in Section 5 of the Agreement by and between the Colorado Department of Transportation and Douglas County, Colorado, incorporated herein as Exhibit 2. The County, its elected officials and employees shall be named as an additional insured for Sub Grantee's General and Automobile Liability policy. Sub Grantee shall provide to the County certificates showing adequate insurance coverage as required in Section 10 of Exhibit 2 along with this signed Agreement.

8.10 Acknowledgement. Sub Grantee shall appropriately acknowledge the grant

assistance made by the County and CDOT under this Agreement in any promotional materials, reports, and publications relating to the Scope of Work, subject to the provisions of Section 8.17 set forth below.

8.11 Assurances. In addition to all other obligations contained herein, the Sub Grantee agrees: (a) to perform its obligations under this Agreement with the highest standards of care, skill, and diligence in the industry, trades, or profession and as set forth in this Agreement, including but not limited to those set forth in Exhibit 2 hereto; (b) that it warrants it possesses and will maintain, at its sole expense, all necessary licenses, certifications, approvals, permits, and other authorization required by law to perform its obligations under this Agreement, including but not limited to all obligations set forth in Exhibit 2 hereto; (c) not to engage in any practices that would create or raise a conflict of interest with its performance under this Agreement; and (d) to comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Scope of Work hereunder or to Sub Grantee as an employer.

8.12 E-Verify Federal Contractor Rule Employment Eligibility Verification. This Agreement specifically adopts and incorporates, as if fully set forth herein, Section 17(K) of Exhibit 2 hereto, entitled "Public Contracts for Services." If the Maximum Grant Amount for this Agreement is more than $3,000, Sub Grantee must also comply with the E-Verify Federal Contractor Rule explained in Section 17(K) of Exhibit 2 hereto, adopted and incorporated herein, which requires Sub Grantee to use the E-Verify program to verify the employment eligibility of all employees assigned to the Agreement and all new hires.

8.13 Jurisdiction, Venue, and Applicable Law. Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, shall be in state or federal court with competent jurisdiction in Douglas County, Colorado. All matters relating to the performance of this Agreement shall be controlled by and determined in accordance with the laws of the State of Colorado.

8.14 Extension of Provisions. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Sub Grantee, its heirs, legal representations, successors, and assigns.

8.15 Complete Integration. This Agreement represents the complete integration of all understandings between the parties and all prior representations and understandings, oral or written, are merged herein.

8.16 Advertising, Marketing and Promotional Materials. The Sub Grantee shall not include any reference to this Agreement or services performed under this Agreement in any of Sub Grantee's advertising or public relations materials without first obtaining the written approval of the County's Project Manager

IX. REPRESENTATIONS AND ASSURANCES.

9.01 Incorporation of Specific Federal Requirements. Sub Grantee understands and agrees that its receipt of CDOT MMOF Grant Funds is contingent and conditioned

on its compliance with all applicable federal and state laws and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Agreement. Without limiting the foregoing, Sub Grantee agrees to comply with all applicable laws set forth in Section 17(E) of Exhibit 2 hereto.

9.02 Incorporation of CDOT Requirements. The Sub Grantee agrees to comply with all CDOT requirements of the Contractor set forth in Exhibit 2. By signing this Agreement, the Sub Grantee certifies that it has received and reviewed Exhibit 2 hereto and all of its attached exhibits and agrees to comply with all provisions set forth therein.

9.03 Assurance of Non-Discrimination on Basis of Disability. The Sub Grantee shall provide express written assurances that it will comply with Section 504 of the Rehabilitation Act of 1973 and that it will not discriminate on the basis of disability by executing the certification set forth in **Exhibit 3** hereto as a condition precedent to the issuance of any Grant Funds hereunder.

9.04 Assurance Regarding Trafficking in Persons. Sub Grantee agrees that it and its employees that participate in the Agreement may not engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect, procure a commercial sex act during the period of time that the Agreement is in effect, or use forced labor in the performance of the Agreement or Sub Agreements thereunder.

9.05 Nondiscrimination and DBE Assurances. (A) Sub Grantee and each subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26; (B) Sub Grantee and each subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subcontracts; (C) Failure by Sub Grantee or any subcontractor to carry out the requirements of this subparagraph is a material breach of this Agreement or any subcontract, as applicable; and (D) The following remedies, or such other remedy as CDOT and/or the County deem appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying Sub Grantee or subcontractor from future bidding as non-responsible.

9.06 Representations Regarding Debarment, Suspension. By signing this Agreement, Sub Grantee represents and warrants that its organization and its principals and employees are not suspended or debarred from receiving federal funds and there are no pending proceedings for suspension or debarment. Further, Sub Grantee represents and warrants that it is not listed on the government-wise exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” Sub Grantee agrees to, and will include a similar provision in each lower tier subcontract ensuring that each lower tier subcontractor will: (comply with federal debarment and suspension requirements;

and (ii) review the SAM at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

9.07 Assurance Regarding Tax Liability and Felony Convictions. Sub Grantee hereby agrees and certifies it has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. Sub Grantee further agrees and certifies that it was not convicted of a felony criminal violation under any Federal law within the preceding 24 months.

9.08 Effect of Erroneous Assurance, Certification or Representation. The assurances, certifications and representations contained in this Article IX are each material representations of fact upon which the County relies in entering this Agreement. If it is later determined that Sub Grantee knowingly rendered an erroneous assurance, certification, or representation, in addition to other remedies available to the federal government, CDOT and/or the County may pursue available remedies, including suspension and/or debarment. Sub Grantee shall provide to the County immediate written notice if at any time Sub Grantee learns that any of its assurances, certifications or representations were erroneous when submitted or have become erroneous by reason of changed circumstances.

9.09 No Federal Obligation. This grant is financed by state and/or federal funds administered by CDOT. However, payments to the Sub Grantee will be made by the County. Neither the United States, nor the State of Colorado is party to this Agreement. No reference in this Agreement to any representative of the State or federal government makes the United States or the State of Colorado a party to this Agreement. The Sub Grantee shall include this clause in any contracts or agreements under this Agreement.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below. This Agreement is effective upon final execution by both parties.

_____
George Teal
Chair, Board of County Commissioners

Date: _____

APPROVED AS TO CONTENT:

_____
Jennifer L. Eby
Director of Community Services

Date: _____

_____
Douglas J. Debord
County Manager

Date: _____

APPROVED AS TO LEGAL FORM:

_____
Arielle J. Denis
Assistant County Attorney

Date: _____

APPROVED AS TO FISCAL CONTENT:

_____
Christie Guthrie
Director of Finance

Date: _____

AGING RESOURCES OF DOUGLAS COUNTY
Sub Grantee

_____
By (Signature)

_____
Title

_____
Address

_____
City, State, Zip Code

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

_____ by _____.
(name of signatory)

My commission expires:_____

Witness my hand and official seal

_____
Notary Public

EXHIBIT 1—SCOPE OF WORK AND CONDITIONS
AGING RESOURCES OF DOUGLAS COUNTY ("Sub Grantee"), CDOT MMOF Grant Program – Douglas County Transit Services

Period of Performance	**July 6, 2026 – June 30, 2027**
Title of Project	**ARDC Transit Services and Call Center**
Project Description	**Multimodal Transportation and Mitigation Options Fund (MMOF) Transportation Services for Enhanced Mobility of Seniors and Individuals with Disabilities**
Awarding Agency	**Colorado Department of Transportation (CDOT)**
Funding Source	**State**
CFDA Number	**Not Applicable**

A. Program Description

Douglas County transportation services provide transportation services for seniors and persons with disabilities who need access to transportation. Douglas County's Project Manager will serve as the administrator of this program. Through this program, Douglas County will coordinate transit, advocate for improved services in the urban and rural areas and provide information and referral services. It will also work with other jurisdictions to expand regional transit services.

B. Project Description

This project accomplishes goals toward improving transportation in Douglas County through better coordination of current services available and an increase in transportation opportunities.

Sub Grantee will provide transit services for aging and disabled residents through on-demand transportation. Goals will be to enhance access to health care, education, employment, public services, recreation, social transactions, and other basic needs. Improvements will also work towards encouraging mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.

C. Project Budget

1. The twelve-month (12) net cost for this project is estimated to be and will be allocated as follows:

Net Project Costs (July 6, 2026 – June 30, 2027):	**$93,205**
Estimated Number of One-Way Trips to be Performed:	**2,519**

Net Project Costs (July 6, 2026 – June 30, 2027):	**$14,880**
Call Center cost per month:	**$1,240**

2. Project costs must not exceed the Maximum Grant Amount of **$108,085.**

3. Sub Grantee is solely responsible for all costs this project incurs above the amount Douglas County reimburses Sub Grantee from CDOT funds for eligible, actual costs. If the final, actual project cost is less **than $93,205 for transportation trips** and **$14,880 for Douglas County First Call** for a Maximum Grant Amount of **$108,085**, the County is not obligated to provide any more of the eligible, actual operational costs.

4. Funds from this grant for transportation trips will pay for on-demand transportation services (e.g., mileage reimbursement, training, background and motor vehicle checks, and other miscellaneous expenses) for persons with various accessibility needs. Sub Grantee provides these services.

5. Sub Grantee is responsible for providing monthly reporting on trips provided to qualified Douglas County residents under the guidelines of this project. Monthly reports are due to Douglas County **no later than the 5th day of each month**. If either day falls on a weekend or holiday, the monthly report will be due on the next business day.

D. Reimbursement Eligibility

1. Sub Grantee shall submit monthly reimbursement requests, including all related documentation to Douglas County. Requests must be within the limits of Sections C, E and F of this Exhibit 1.

2. Transportation services reimbursements will be based upon eligible trips at the agreed upon rate of $37.00 per one-way trip, minus donations as reported by the Sub Grantee each month.

E. Project Performance

1. Sub Grantee is responsible for tracking and reporting the number of total passengers and other users of these services.

2. Sub Grantee is responsible for tracking and reporting the number of total calls received, caller data, location of the call, services or referrals given and other activities of the call center.

3. If there is more than a ten percent deviation from the numbers listed below, an explanation for the deviation is required on the monthly progress report(s). Sub Grantee should evaluate and report on the progress and change over time.

One-Way Trip Timeframe:	**July 6, 2026 – June 30, 2027**
Approximate Trips to be Provided	**2,519**

Reporting Timeframe:	**July 6, 2026 – June 30, 2027**
Estimated Calls per Month:	**320**

4. As a performance standard, the Federal Transit Administration *requires* that increases or enhancements related to geographic coverage, service quality, and/or service times that will affect the availability of transportation services because of this proposed project be identified. With this project, Douglas County will enhance current transit services by providing more trips. This funding will enable more older adults and persons with disabilities to utilize transportation services provided by the Sub Grantee.

F. Data Reporting, Sharing and Confidentiality

1. The County will provide to the Sub Grantee access to its EmpowOR data system, through which the Sub Grantee shall capture and report data for all services provided under this Sub Grantee Agreement. For transportation services, the Sub Grantee shall record and report: (i) participant information; (ii) Household information; (iii) Program data; (iv) Service records; and (v) Funding and expenditure records. Be sure to include trip counts, trip costs, demographic

information, information from surveys, narrative program questions and Douglas County approved copies of marketing materials related to the grant program with your monthly reporting.

2. The County and Sub Grantee agree that sharing client data is necessary to meet client needs. Accordingly, the County and the Sub Grantee agree that client data may be shared between the parties, provided, however, that each party shall protect confidential client information as required by state and federal law and this Sub Grantee Agreement. Prior to sharing any client information, the Sub Grantee shall obtain an Authorization for Release of Information ("ROI"), in the form included as **Exhibit 4** to this Agreement, or as otherwise approved in writing by the County's Project Manager, executed by the client which allows the Sub Grantee to share the client's information with the County and any other sub grantees specified in the ROI form.

3. The Sub Grantee must comply with all obligations of a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i), including all applicable provisions of HB 18-1128 regarding "Personal Identifying Information" as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b) and to "Personal Information" as defined in C.R.S. § 24-73-103(1)(g). Personal Identifying Information and Personal Information are referred to collectively herein as "Personal Data." Compliance shall include, without limitation:

    i. Adopting and enforcing a written policy governing the destruction of electronic and paper documents containing Personal Data. The written policy must, as a minimum, require that when electronic or paper documents containing Personal Data are no longer needed, such documents will be destroyed by shredding, erasing or otherwise modifying the Personal Data so as to make it unreadable or indecipherable through any means'
    ii. Implementing and maintaining reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure or destruction. Such procedures must be appropriate in light of the nature and size of the partner's business and operations;
    iii. Providing immediate written notification to the County's Project Manager transit@douglasco.gov, in the event the partner becomes aware that an unauthorized acquisition of Personal Data compromising the security, confidentiality or integrity of the Personal Data (hereinafter, a "Security Breach") has or may have occurred. The partner shall promptly and in good faith conduct an investigation to determine the likelihood that Personal Data has been or will be misused and shall coordinate with and promptly report the results of such investigations to the County's Project Manager transit@douglasco.gov, as requested;
    iv. Providing prompt written notification to affected Colorado residents, but in no event later than thirty (30) days after the date of determination that a Security Breach occurred, in accordance with the provisions of House Bill 18-1128; and
    v. To the extent applicable, requiring any third-party service providers, as defined in C.R.S. § 6-1-716(i) and C.R.S. § 24-73-103, to implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed to the third-party service provider and reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure or destruction.

4. In order to help protect client Personal Data from unauthorized access, use, modification, disclosure or destruction, the Sub Grantee shall: (i) have and enforce a written policy outlining how Personal Data will be collected, maintained, and protected from inadvertent

release; (ii) require and provide training on the protection of Personal Data to anyone with access to client Personal Data and/or the County's EmpowOR data system, including but not limited to employees and volunteers; (iii) require anyone with access to Personal Data and/or the County's EmpowOR data system to execute an acknowledgement, in the form included as **Exhibit 5** or as otherwise approved in writing by the County's Project Manager, of their obligation to maintain the confidentiality of client Personal Data; and (iv) maintain a secure environment that ensures the confidentiality of Personal Data. Attached as **Exhibit 6** are recommendations for best practices to implement and maintain reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction.

5. The County and the Sub Grantee may maintain a copy of all data obtained in the course of providing any services under this Sub Grantee Agreement.

G. Objectives and Milestones

To the extent possible and practicable, provide details and information, data, explanations, descriptions, copies and sample documents of milestone activities.

Begin services within 30 days of receiving an executed Agreement.
Provide an average of 210 trips per month from July 6, 2026 – June 30, 2027.

Begin services within 30 days of receiving an executed Agreement.
Provide an average of 320 calls per month from July 6, 2026 – June 30, 2027.

H. Special Conditions

1. Sub Grantee must obtain County and CDOT approval if CDOT MMOF Grant Funds are intended to be used for payment of a lease or for any third-party contracts.

2. Sub Grantee may not seek reimbursement for any billable work under this Agreement until the Agreement is fully executed.

3. Sub Grantee must maintain safety records, if applicable. These records must be submitted to the County or CDOT if the County or CDOT requests them. The records may include the number of vehicle accidents within certain time frames as requested by the County or CDOT, the number and extent of passenger injuries and claims, and the number and extent of employee accidents, injuries, and incidents.

4. Sub Grantee must demonstrate a good faith effort to provide, and certify as applicable, safety-related training for drivers and other appropriate personnel.

EXHIBIT 2 – CDOT MMOF Agreement 26-HTR-ZL-00184 WITH DOUGLAS COUNTY

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STATE OF COLORADO GRANT AGREEMENT

COVER PAGE

State Agency		**Agreement Number/PO Number**
Department of Transportation		26-HTR-ZL-00184 / 491004193
Grantee		**Agreement Performance Beginning Date**
Douglas County Government		The Effective Date
		Initial Agreement Expiration Date
Grant Agreement Amount		June 30, 2027
Initial Term		**Fund Expenditure End Date**
MMOF-S Funds Maximum Amount		June 30, 2027
	$328,210.000	**Agreement Authority**
		Autority to enter into this Agreement exists in CRS
Total for all Agreement Terms		§§43-1-106, 43-1-110, 43-1-117,
	$328,210.000	43-2-101(4)(c), 43-4-811(2), SB18-001, SB17-228 and SB17-267.

Agreement Purpose
The purpose of this Grant is for CDOT to disburse MMOF-S Program Funds to Grantee to conduct work within the provisions of this Grant.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work and Budget.
2. Exhibit B, Sample Option Letter.
3. Exhibit C, Title VI-Civil Rights.

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C, Title VI-Civil Rights.
2. Colorado Special Provisions in **§17** of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A, Statement of Work and Budget.
5. Executed Option Letters (if any).

Principal Representatives

For the State:
Jimmy Bath
Division of Transit and Rail
Colorado Dept. of Transportation
2829 W. Howard Place
Denver, CO 80204
jimmy.bath@state.co.us

For Grantee:
Ryan Arthur
Douglas County Government
100 Third Street
Castle Rock, CO 80104-2425
rarthur@douglas.co.us

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

SUBRECIPIENT
Douglas County Government

By: DocuSigned by: Jennifer Eby F0B9C6F4F2C045B...

Name: Jennifer L. Eby

Title: Director of Community Services

Date: 6/30/2026

2nd Subrecipient Signature

By: Signed by: Arielle Denis FC7D88C2266A40E...

Name: Arielle Denis

Title: Assistant County Attorney

Date: 6/30/2026

3rd Subrecipient Signature

By: Signed by: Megan Datwyler 2F4FAC2E4B4C41A...

Name: Megan Datwyler

Title: Risk Manager

Date: 6/30/2026

4th Subrecipient Signature

By: Signed by: Christie Guthrie C371FCD771FC4CD...

Name: Christie Guthrie

Title: Assistant Director of Finance

Date: 7/1/2026

5th Subrecipient Signature

By: Signed by: Doug Debord EB2981118E544C...

Name: Douglas Debord

Title: County Manager

Date: 7/1/2026

6th Subrecipient Signature

By: Signed by: E5CD14592431405...

Name: George Teal

Title: Chair, Board of County Commissioners

Date: 7/2/2026

7th Subrecipient Signature

By: DocuSigned by: Hayley Hall 166E3E33F00249B...

Name: Hayley Hall

Title: Clerk to the Board

Date: 7/6/2026

Signed by:

Contract: 26-HTR-ZL-00184 / PO: 491004193

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

Signed by:
Paul DesRocher
34D3DDA9B5E340B...
By: _____

Name: Paul DesRocher

Title: DTR Director

Date: 7/6/2026

LEGAL REVIEW
Philip J. Weiser, Attorney General

N/A
By: Assistant Attorney General

Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Yoni Copelman
BDA801C5CFAC478...
_____
By: Department of Transportation

Effective Date: 7/6/2026

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit A**.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Grantee, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a**.

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iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the Grant Maximum Amount payable to Grantee hereunder.

F. Grantee's Termination Under State Requirements

Grantee may request termination of this Grant by sending notice to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

C. "**Budget**" means the budget for the Work described in Exhibit A.

D. "**Business Day**" means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.

E. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.

F. "**Deliverable**" means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Grantee's Work that is intended to be delivered by Grantee.

G. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.

H. "**End of Term Extension**" means the time period defined in §2.D.

I. "**Exhibits**" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

J. "**Extension Term**" means the time period defined in §2.C.

K. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

L. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

M. "**Grant Maximum Amount**" means an amount equal to the total of Grant Funds for this Agreement.

N. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq., C.R.S. Incidents include, without limitation (i)

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successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

O. "**Initial Term**" means the time period defined in §2.B.

P. "**Matching Funds**" (Local Funds) means the funds provided by Grantee as a match required to receive the Grant Funds.

Q. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

R. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

S. "**Services**" means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

T. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

U. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

V. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

W. "**State Records**" means any and all State data, information, and records, regardless of physical form.

X. "**Subcontractor**" means any third party engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of Grant Funds.

Y. "**Work**" means the Goods delivered and Services performed pursuant to this Agreement.

Z. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

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5. PAYMENTS TO GRANTEE

A. Grant Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Grant Maximum Amount for that State Fiscal Year shown on the Cover Page of this Agreement as "FASTER Funds Maximum Amount".

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the conditions set forth in Exhibit A.

b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.

d. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall,

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however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

C. Matching Funds

Grantee shall provide Matching Funds as provided in **§5.A** and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. If Grantee is a public entity, Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

i. Any costs incurred by Grantee prior to the Effective Date shall not be reimbursed.

ii. The State shall reimburse Grantee's allowable costs, not exceeding the Grant Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Grantee may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the Grant Maximum Amount of this Agreement or the Grant Maximum Amount for any State Fiscal Year, and the change does not modify any requirements of the Work.

iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

b. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred.)

iv. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

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B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State 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 and the delivery of Services (including, but not limited to, the operation of programs) or Goods hereunder (collectively, the "Grantee Records"). Grantee shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State and any other duly authorized agent of the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State and any other duly authorized agent of the State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

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8. CONFIDENTIAL INFORMATION – STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of this Agreement.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, Grantee shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that Grantee, and its agents, employees, and Subcontractors are not the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Grantee's sole expense, require Grantee to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Grantee shall provide the State with the results of such audit and evidence of Grantee's planned remediation in response to any negative findings.

E. Data Protection and Handling

Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

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F. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Grantee employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Grantee shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Grantee may also be subject to such penalties as are allowed by law.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;
ii. $1,000,000 general aggregate;
iii. $1,000,000 products and completed operations aggregate; and

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iv. $50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with **§14** within 7 days of Grantee's receipt of such notice.

J. Subrogation Waiver

All insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

For each insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement prior to the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if

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Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by

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Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the State; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement

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Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Grantee are the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

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16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§16.A.**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

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K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A.,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

i. Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

ii. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

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T. Accessibility

i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. **STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. **INDEPENDENT CONTRACTOR.**

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. **COMPLIANCE WITH LAW.**

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be

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null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. **PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. **SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. **VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

K. **PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.**

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If

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Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

L. **PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.**

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Grantee **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.

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EXHIBIT A: STATEMENT OF WORK AND CONDITIONS

Project Description	2026-MMOF: Mobility Management (DRCOG HST Set Aside)		
Project End Date	June 30, 2027		
Subrecipient	Douglas County	**UEID #**	LXE5XEA44AH6
Contact Name	Ryan Arthur	**Vendor #**	2000062
Address	100 Third Street Castle Rock, CO 80104-2425	**Phone #**	(303) 814-4317
Email	rarthur@douglasco.gov	**Indirect Rate**	N/A
WBS*	27349.10.50	**ALI**	11.7L.00
Total Project Budget			**$656,420.00**
State MMOF Funds (at 50% or less)			$328,210.00
Local Funds (at 50% or more)			$328,210.00
Total Project Amount Encumbered via this Grant Agreement			**$328,210.00**

*The WBS numbers may be replaced without changing the amount of the grant at CDOT's discretion.

A. Project Description

Douglas County shall use 2026 MMOF funds, along with local matching funds, to perform all project activities described as follows:

1. The Mobility Management team will manage and deliver coordinated transportation services to older adults and people with disabilities within the following described service area: throughout Douglas County, Colorado.

2. The Mobility Management team shall only perform mobility management activities typically allowed under FTA Section 5310, such as:
   a. Operating transportation brokerages to coordinate service providers;
   b. Coordinating transportation services;
   c. Supporting local partnerships that coordinate transportation services;
   d. Staffing for the development and implementation of coordination plans;
   e. Providing travel training and trip planning activities; and/or
   f. Developing and operating traveler call centers.

This funding is provided to support the services described above from the date of execution of this Grant Agreement through June 30, 2027.

B. Performance Standards

1. Project Milestones

Milestone Description	**Original Estimated Completion Date**
Submit Initial and Ongoing Reimbursement Request(s) in COTRAMS	**Monthly**
Submit Final Reimbursement Request in COTRAMS	**6/30/2027**

IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Grant Agreement: **June 30, 2027**.

2. Performance will be reviewed throughout the duration of this Grant Agreement. Douglas County shall report to the CDOT Project Manager whenever one or more of the following occurs:
   a. Budget or schedule changes;
   b. Scheduled milestone or completion dates are not met;

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c. Identification of problem areas and how the problems will be resolved; and/or
d. Expected impacts and the efforts to recover from delays.

3. Douglas County shall participate in Local and/or Regional Coordinating Councils.

C. Project Budget

1. The Total Project Budget is $656,420.00. CDOT will pay no more than 50% of the eligible, actual project costs, up to the maximum amount of $328,210.00. CDOT will retain any remaining balance of the state share of MMOF Funds. Douglas County shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from MMOF Funds for the state share of eligible, actual costs. For CDOT accounting purposes, the MMOF Funds of $328,210.00 will be encumbered for this Grant Agreement.

2. No refund or reduction of the amount of Douglas County's share to be provided for the project will be allowed unless there is at the same time a refund or reduction of the state share of a proportionate amount.

3. Douglas County may use eligible federal funds for the Local Funds share. Douglas County's share, together with the State MMOF Funds share, shall be enough to ensure payment of the Total Project Budget.

4. Per the terms of this Grant Agreement, CDOT will have no obligation to provide state funds for use on this project. CDOT will administer MMOF funds for this project under the terms of this Grant Agreement, provided that the state share of MMOF funds to be administered by CDOT are made available and remain available. Douglas County shall initiate and prosecute to completion all actions necessary to enable Douglas County to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Allowable Costs

Douglas County shall agree to adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.476 and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously shall also be considered.

E. Reimbursement Eligibility

1. Douglas County shall submit reimbursement requests monthly via COTRAMS. Reimbursement will apply only to eligible expenses that are incurred within the period of performance of this Grant Agreement.

2. Douglas County shall not submit request for reimbursement more than once per month. Reimbursement requests must be within the limits of this Grant Agreement. Douglas County will be reimbursed based on the ratio of the MMOF Funds share as set forth in the Project Budget above.

3. Douglas County shall submit the final reimbursement request to CDOT within sixty (60) calendar days of June 30, 2027 and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of issuance of the final reimbursement payment.

F. Restrictions on Lobbying

Douglas County is certifying that it complies with 2 CFR 200.450 by entering into this Grant Agreement.

G. Special Conditions

1. Douglas County shall comply with all requirements imposed by CDOT on Douglas County so that the state award is used in accordance with state statutes, regulations, and the

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terms and conditions of the state award.

2. Douglas County shall permit CDOT and their auditors to have access to Douglas County's records and financial statements as necessary, with reasonable advance notice.

3. Except as provided in this Grant Agreement, Douglas County shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment prior to the execution of this Grant Agreement.

4. Douglas County shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.

5. Douglas County shall provide transportation services to persons with disabilities, in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.

6. Douglas County shall agree to maintain documentation that supports its compliance with the Americans with Disabilities Act (ADA) and produce said documentation to CDOT upon request.

7. Douglas County shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for transit grant subrecipients.

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EXHIBIT B, SAMPLE OPTION LETTER

State Agency
Department of Transportation

Grantee
[Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc.]

Current Agreement Maximum Amount

Initial Term
FASTER Funds Maximum Amount
State Fiscal Year [20xx] [$0.00]

Extension Terms
State Fiscal Year [20xx] [$0.00]
State Fiscal Year [20xx] [$0.00]
State Fiscal Year [20xx] [$0.00]
State Fiscal Year [20xx] [$0.00]

Local Funds [$0.00]
Total for All Agreement Terms [$0.00]

Option Letter Number
[Insert the Option Number (e.g. "1" for the first option)]

Original Agreement Number
[Insert CMS number or Other Contract Number of the Original Contract]

Option Agreement Number
[Insert CMS number or Other Contract Number of this Option]

Agreement Performance Beginning Date
[Month, Day, Year

Current Agreement Expiration Date
[Month, Day, Year]

1. **OPTIONS:**
   A. Option to extend for an Extension Term
2. **REQUIRED PROVISIONS:**
   A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
3. **OPTION EFFECTIVE DATE:**
   A. The effective date of this Option Letter is upon approval of the State Controller or or [Enter date], whichever is later.

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
By: [Name & Title of Person Signing for Agency or IHE]
Date: _____

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Department of Transportation

Option Effective Date:_____

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EXHIBIT C, TITLE VI – CIVIL RIGHTS

Nondiscrimination Requirements

The Parties shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability. During the performance of this Agreement, the Grantee, for itself, its assignees and successors in interest (hereinafter referred to as the "Grantee") agrees as follows:

(1) Compliance with Regulations: The Grantee shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The Grantee, with regard to the Work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subgrantees, including procurements of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subgrantees, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Grantee for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subgrantee or supplier shall be notified by the Grantee of the Grantee's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) Information and Reports: The Grantee shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Colorado Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information the Grantee shall so certify to the Colorado Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Grantee's noncompliance with the nondiscrimination provisions of this Agreement, the Colorado Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

  (a) withholding of payments to the Grantee under the Agreement until the Grantee complies, and/or

  (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The Grantee shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Grantee shall take such action with respect to any subcontract or procurement as the Colorado Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a Grantee becomes involved in, or is threatened with, litigation with a subgrantee or supplier as a result of such direction, the Grantee may request the Colorado Department of Transportation to enter into such litigation to protect the interests of the Colorado Department of Transportation.

EXHIBIT 3 – Title VI – Civil Rights

Nondiscrimination Requirements

The Sub Grantee shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability. During the performance of this Agreement, the Grantee, for itself, its assignees and successors in interest (hereinafter referred to as the “Sub Grantee”) agrees as follows:

1. Compliance with Regulations: The Sub Grantee shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The Sub Grantee, with regard to the Work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subgrantees, including procurements of materials and leases of equipment. The Sub Grantee shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subgrantees, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Sub Grantee for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subgrantee or supplier shall be notified by the Sub Grantee of the Sub Grantee's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
4. Information and Reports: The Grantee shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Colorado Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information the Grantee shall so certify to the Colorado Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Grantee's noncompliance with the nondiscrimination provisions of this Agreement, the Colorado Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
    a. withholding of payments to the Grantee under the Agreement until the Grantee complies, and/or
    b. cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: The Grantee shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Grantee shall take such action with respect to any subcontract or procurement as the Colorado Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a Grantee becomes involved in, or is threatened with, litigation with a subgrantee or supplier as a result of such direction, the Grantee may request the Colorado Department of Transportation to enter into such litigation to protect the interests of the Colorado Department of Transportation.

EXHIBIT 4 – DOUGLAS COUNTY COMMUNITY SERVICES OF CARE AUTHORIZATION FOR RELEASE OF INFORMATION

Authorization for Release of Information to DOUGLAS COUNTY

Applicant Name (printed): _____

In an effort to better serve applicants requesting our services, we are requesting your consent to disclose certain information you provide to us, which may include personally identifying information or protected health information. Your consent to the disclosure and use of any such protected information is voluntary, and you are not required to consent to the use or disclosure of such information. If you choose not to consent to the disclosure and use of your information, you may still be eligible for certain services but Douglas County may not be able to provide grant funds to assist you in paying for those services.

What Disclosure You Are Authorizing

Federal and/or state law may prohibit the disclosure of protected information you have provided absent express written consent. By signing this Authorization for Release of Information, you are providing express written consent to the disclosure of your information as described in this form.

By signing this form, you consent to the disclosure of your information to Douglas County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting activity to funding agencies. You agree to the release of information such as name; date of birth; partial social security number; address and contact information; gender; income; prescription history; and the fact of certain medical and/or mental health conditions. We DO NOT track or disclose information regarding your HIV or STD status or patient records regarding substance use.

Important Information About Your Consent

Please be aware that the information disclosed based on this authorization may be redisclosed by a recipient and no longer protected by federal or state privacy laws. Not all persons or entities are required to comply with these laws. By signing this form, you release Douglas County from any, and all, liability arising out of or related to the disclosure of information permitted in this form.

Termination of Consent

This consent may be terminated at any time by providing written notice to ***[insert agency name]*** by email at ***[insert agency email address]*** or by delivering a written termination of consent to ***[insert agency address]***. This consent will automatically expire 90 days after assistance or services cease if consent was not previously terminated. Upon receipt of a written termination or expiration of this consent, information may continue to be used and disclosed only to the extent required for reporting purposes for any previously administered services for up to _____ days.

Acknowledgment: By signing this form, I acknowledge that I have read this form and voluntarily agree to its terms.

Printed Name: _____

Signature: _____ Date: _____

Name of agency collecting this Authorization:

_____

EXHIBIT 5 – DOUGLAS COUNTY COMMUNITY SERVICES SYSTEM OF CARE USER CONFIDENTIALITY AGREEMENT

DOUGLAS COUNTY COMMUNITY SERVICES SYSTEM OF CARE
User Confidentiality Agreement

In an effort to hold a high standard of data stewardship, I, the undersigned user of the Douglas County Community Services System of Care Data System, herein referred to as "the System," acknowledge that I have been informed and am aware of the confidential nature of the information provided and accessible to me through my use of the System.

I am advised and aware that:

1. Any information received directly from a resident, though a reports and/or stored record shall be confidential.
2. Information may only be shared with an agency, organization or individual for whom consent has been obtained through a signed Authorization for Release of Information by the resident.
3. Nothing in this agreement shall prevent me from commenting publicly about general trends, concerns or aggregate de-identifiable data.
4. Exceptions to this confidentiality agreement will be made as required by state law as it pertains to the mandatory reporting of abuse and neglect of children and at-risk adults.
5. Douglas County will not indemnify me, defend me, or contribute financially to my defense should civil or criminal claims be made against me if I choose to speak publicly concerning information obtained through the System.
6. Any breach of this agreement, including the unauthorized release of confidential information, may be punishable by law, subject me to discipline by my employer and/or result in my removal from future participation in the System.

_____ _____
Printed Name Date

_____
Signature

_____
Agency

EXHIBIT 6 – RECOMMENDED PRACTICES FOR PROTECTING PERSONAL DATA

Security Best Practices

The Douglas County Cyber Security Team advises all users of the System to practice the following procedures to the best of their organization's ability.

Personal

- Only authorized users will be permitted access to the Douglas County Community Services System (System).
- All authorized users will be required to sign a confidentiality agreement.
- No data accessed from the System will be shared with non-authorized personnel, including physical copies.
- Keep aware of new cyber security threats and devise education and training to defend against them.
- Be wary and report any attempts to gather data by non-authorized parties, either through social engineering, phishing emails, or other means, to Community Services program staff contact.
- Report any additional incidents to Douglas County program staff.

Technical

- Computers and other devices used to access the System at the agency or by the agency authorized users will have anti-virus and/or advanced malware detection which is run at regular intervals.
- Keep all systems up-to-date with current software patching (Windows Updates, application patches, appliance firmware, drivers, etc).
- Do not save any sensitive, private, or personal data locally outside of the application.
- Control physical access to computers that have authorized access to the System.
- Never share a password with any person or save a password locally; and if a password needs reset, the user will contact the designated Douglas County employee for assistance.

Roles and Access

Each organization should create an internal policy that defines what personnel roles will have access to the System, who participates in those roles and periodically audit these roles.

Incident Reporting

In the event of an incident, all relevant information must be relayed as early as possible to the Douglas County Department of Community Services. Douglas County has an obligation to report data breaches within a statutory deadline.

The following are examples (but not an exhaustive list) of incidents:

- Unauthorized user accesses the system
- Computer that accesses constituent data is compromised by ransomware or virus
- Repeated phishing attempts at authorized personnel
- Social engineering or impersonation attempt to gain access to the system
- Unknown external media (usb, etc) is used on computers that accesses the System
- Computer previously used to access the system is removed through theft or unknown loss
- Unknown performance problems on any computer used to access the System

Partners should feel confident to contact CSgrants@douglasco.gov to leverage Douglas County cyber security professional expertise in the identification of potential incidents or other educational correspondence.

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Brolin Bundy, P.E., Capital Improvement Project Manager

DESCRIPTION: Resolution for Temporary Road Closures Associated with the Pine Drive and Pine Lane Improvements Project, Douglas County Project Numbers CI 2020-019 and CI 2020-020.

SUMMARY: Douglas County Public Works Engineering and the Contractor selected for the Pine Drive and Pine Lane Improvements Project has identified three temporary road closures that are necessary for construction of the project. These closures will take place during the projects contractual time period, between July 29, 2026 and July 30, 2027.

The first closure is needed for installation of a portion of a new 96-inch culvert that passes under the Pine Drive and Ponderosa Drive intersection. The closure will be of Pine Drive approximately 1000 feet south of the intersection with Ponderosa Drive and will be for a maximum of 6 days.

The second closure is needed for installation of required storm sewer infrastructure improvements, new roadway construction and ancillary roadway improvements on Ponderosa Drive. The closure will be of Ponderosa Drive, west of Pine Drive, approximately 1000 feet and will be for a maximum of 60 days.

The third closure is needed for installation of required storm sewer infrastructure improvements, new roadway construction and ancillary roadway improvements on Pine Lane. The closure begins near the intersection of Pine Lane and Crown Crest Boulevard and extends east up to the intersection with Pine Drive. The closure will be for a maximum of 75 days.

Access to all residents, churches, and businesses will remain open throughout the duration of all road closure. All temporary road closures provide a safer condition for the construction crews and the traveling public. These road closures were identified as necessary during project design and discussed at a staff level and with the County's engineering consultant who prepared the

construction phasing plans. Pine Lane and Ponderosa Drive will not be closed at the same time. Public information efforts for notification of this work and closures will be communicated with nearby residents, churches and businesses. Detailed detour instructions will be communicated through the proper channels to the residents, churches, businesses and traveling public ahead of the closures.

The method for handling traffic (MHT) will be reviewed and approved by Douglas County Engineering staff prior to implementation of these road closures.

RECOMMENDED ACTION: Approval of a Resolution for Temporary Road Closures associated with the Pine Drive and Pine Lane Improvements Project, Douglas County Project Numbers CI 2020-019 and CI 2020-020.

REVIEW:

Kristina Mann	Approve	7/20/2026
Jeff Garcia	Approve	7/21/2026
Christie Guthrie	Escalated	7/23/2026
Jill Janz	Approve	7/24/2026
Doug DeBord	Approve	7/24/2026

ATTACHMENTS:

Cover Page
Resolution (draft)_ Pine and Pine _Temp Closures 7.15.26
Closure 1 Exhibit
Closure 2 Exhibit
Closure 3 Exhibit

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Brolin Bundy, P.E., Capital Improvement Project Manager

DESCRIPTION: Resolution for Temporary Road Closures Associated with the Pine Drive and Pine Lane Improvements Project, Douglas County Project Numbers CI 2020-019 and CI 2020-020.

SUMMARY: Douglas County Public Works Engineering and the Contractor selected for the Pine Drive and Pine Lane Improvements Project has identified three temporary road closures that are necessary for construction of the project. These closures will take place during the projects contractual time period, between July 29, 2026 and July 30, 2027.

The first closure is needed for installation of a portion of a new 96-inch culvert that passes under the Pine Drive and Ponderosa Drive intersection. The closure will be of Pine Drive approximately 1000 feet south of the intersection with Ponderosa Drive and will be for a maximum of 6 days.

The second closure is needed for installation of required storm sewer infrastructure improvements, new roadway construction and ancillary roadway improvements on Ponderosa Drive. The closure will be of Ponderosa Drive, west of Pine Drive, approximately 1000 feet and will be for a maximum of 60 days.

The third closure is needed for installation of required storm sewer infrastructure improvements, new roadway construction and ancillary roadway improvements on Pine Lane. The closure begins near the intersection of Pine Lane and Crown Crest Boulevard and extends east up to the intersection with Pine Drive. The closure will be for a maximum of 75 days.

Access to all residents, churches, and businesses will remain open throughout the duration of all road closure. All temporary road closures provide a safer condition for the construction crews and the traveling public. These road closures were identified as necessary during project design and discussed at a staff level and with the County's engineering consultant who prepared the

construction phasing plans. Pine Lane and Ponderosa Drive will not be closed at the same time. Public information efforts for notification of this work and closures will be communicated with nearby residents, churches and businesses. Detailed detour instructions will be communicated through the proper channels to the residents, churches, businesses and traveling public ahead of the closures.

The method for handling traffic (MHT) will be reviewed and approved by Douglas County Engineering staff prior to implementation of these road closures.

RECOMMENDED ACTION:

Approval of a Resolution for Temporary Road Closures associated with the Pine Drive and Pine Lane Improvements Project, Douglas County Project Numbers CI 2020-019 and CI 2020-020.

REVIEW:

Kristina Mann	Approve	7/20/2026
Jeff Garcia	Approve	7/21/2026
Christie Guthrie	Escalated	7/23/2026
Jill Janz	Approve	7/24/2026
Doug DeBord	Approve	7/24/2026

ATTACHMENTS:

Resolution (draft)_ Pine and Pine _Temp Closures 7.15.26
Closure 1 Exhibit
Closure 2 Exhibit
Closure 3 Exhibit

RESOLUTION NO. R-_____

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

A RESOLUTION APPROVING THE TEMPORARY ROAD CLOSURES OF PINE DRIVE, PINE LANE, AND PONDEROSA DRIVE

WHEREAS, Douglas County PW Engineering staff is requesting three temporary and separate road closures associated with the Pine Drive and Pine Lane Improvements Project, Douglas County Project Numbers CI 2020-019 and CI 2020-020; and

WHEREAS, the closures are needed for installation of a portion of a new 96-inch culvert that passes under the intersection of Pine Lane and Ponderosa Drive, as well as associated storm sewer infrastructure, new roadway improvements and ancillary roadway improvements on Pine Lane and Ponderosa Drive; and

WHEREAS, Pine Drive, Pine Lane, and Ponderosa Drive are County-maintained roadways; and

WHEREAS, the Board of County Commissioners (the "Board") has the authority to temporarily prohibit the operation of vehicles upon roads within its jurisdiction, pursuant to sections 42-4-106(1) and (6), C.R.S.; and

WHEREAS, the first closure on Pine Drive will be for a maximum of 6 days, the second closure on Ponderosa Drive will not exceed 60 days, and the third closure on Pine Lane will not exceed 75 days and will all take place sometime between July 29, 2026 and July 30, 2027, depending on the project phasing and contractor's approved construction schedule; and

WHEREAS, the first closure will be on the south side of the Pine Drive and Ponderosa Drive intersection and extend approximately 1000 feet to the south, the second closure will be on Ponderosa Drive on the west side of the intersection of Ponderosa Drive and Pine Drive, and will extend 1000 feet to the west, and the third closure will be on Pine Lane between Crown Crest Boulevard and Pine Drive; and

WHEREAS, during all closures, access to all residents, churches, and businesses will remain open throughout the duration of these closures; and

WHEREAS, Douglas County PW Engineering staff will review and approve detour and signage plans for all closures; now, therefore,

BE IT RESOLVED, by the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, hereby authorizes the approval of three temporary road closures associated with the Pine Drive and Pine Lane Improvements Project, Douglas County Project Numbers CI 2020-019 and CI 2020-020.

BE IT FURTHER RESOLVED that the first closure will be for a maximum of 6 days, the second closure will not exceed 60 days, and the third closure will not exceed 75 days and will take place sometime between July 29, 2026, and July 30, 2027, on Pine Drive, Pine Lane, and Ponderosa Drive.

BE IT FURTHER RESOLVED that a signed detour route with approved warning signs and barricades shall be erected at designated locations, prior to the temporary closure authorized herein.

BE IT FURTHER RESOLVED that such warning signs and barricades shall be removed, and such road shall be reopened upon expiration of the temporary closure approved herein, or at such earlier time as determined by PW Engineering staff.

PASSED AND ADOPTED this ____ of **July 2026**, in Castle Rock, Douglas County, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

By: _____
, Chair

ATTEST: _____
, Clerk to the Board

MHT CONCEPT - CLOSURE 1
Road Closed to through traffic
Work Zone
In-N-Out Burger
Caliber Collision
Pine Lane Elementary School
Franktown Parker FPB-1 Reservo
Burger King
Ponderosa Dr
S Parker Rd
Casa Mariachi
Murdoch's Ranch & Home Supply
Lincoln Ave
Alcorn Ave
Andy's Frozen Custard
1st Choice Pro Services
Baldwin Ave
Pine Dr
Village
Google Earth
594

MHT CONCEPT - CLOSURE 2
Road Closed to through traffic
Work Zone
Road Closed
E Pine Ln
Pine Dr
Ponderosa Dr
Lincoln Ave
Alcorn Ave
Baldwin Ave
S Parker Rd
Pine Lane Elementary School
Caliber Collision
In-N-Out Burger
Burger King
Casa Mariachi
Murdoch's Ranch & Home Supply
Andy's Frozen Custard
1st Choice Pro Services
Franktown Parker FPB-1 Reservoir
595
Google Earth

MHT CONCEPT - CLOSURE 3
Work Zone
Road Closed
Road Closed to through traffic
E Pine Dr
Pine Dr
In-N-Out Burger
Caliber Collision
Pine Lane Elementary School
Franktown Parker FPB-1 Reservo
Burger King
Ponderosa Dr
S Parker Rd
Casa Mariachi
Murdoch's Ranch & Home Supply
Lincoln Ave
Alcorn Ave
Andy's Frozen Custard
1st Choice Pro Services
Baldwin Ave
Village
596
Google Earth

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Dirk Zender, Real Property Acquisition Specialist II

DESCRIPTION: Quitclaim to Kevin O'Neil of Any Interest Douglas County May Have in the Franktown Parker FP-E7 Jurisdictional Dam Located Within Mr. O'Neil's Parcel of Real Property.

SUMMARY: In February 2020, the Douglas County Department of Public Works approved a management plan to reclassify eligible dams and floodwater retention facilities as non-jurisdictional structures to help eliminate liabilities and financial burdens associated with regulatory requirements. This is achieved through construction modifications or vacating the County's interests in said structures to the underlying property on which they reside when requested by the property owner. The County has no active role in regulating dam safety, or dedicated funding to rehabilitate dams to meet regulatory requirements, and the Dam Safety Branch of the Colorado Division of Water Resources has statutory authority to enter property to take corrective action should an act occur that may compromise the integrity of a dam. Kevin O'Neil recently approached the County and asked that he take over maintenance responsibilities for the floodwater retention structure known as Site Number FP-E7 Franktown-Parker (the "FP-E7 Dam") located on his property at 9663 E. Palmer Divide Avenue, Larkspur, CO 80118. Engineering staff supports the County vacating any interest it may have in the FP-E7 Dam in accordance with the dam management plan to remove these jurisdictional structures from the County's inventory.

RECOMMENDED ACTION: Staff recommends the BCC approve the quitclaim of its interest in the FP-E7 Dam to Kevin O'Neil and authorize the Chair to execute the quitclaim deed.

REVIEW:

Kristina Mann	Approve	7/14/2026
Jeff Garcia	Approve	7/21/2026
Christie Guthrie	Approve	7/21/2026
Doug DeBord	Approve	7/21/2026

ATTACHMENTS:

Cover Page
QCD FP-E7 Dam Esmnt Interest

DOUGLAS COUNTY
COLORADO

www.douglas.co.us

MEETING DATE: July 28, 2026

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RECOMMENDED ACTION: Staff recommends the BCC approve the quitclaim of its interest in the FP-E7 Dam to Kevin O'Neil and authorize the Chair to execute the quitclaim deed.

REVIEW:

Kristina Mann	Approve	7/14/2026
Jeff Garcia	Approve	7/21/2026
Christie Guthrie	Approve	7/21/2026
Doug DeBord	Approve	7/21/2026

ATTACHMENTS:

QCD FP-E7 Dam Esmnt Interest

QUITCLAIM DEED

THIS DEED, made this ____ day of _____, 2026, between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 100 Third Street, Castle Rock, Colorado 80104 (hereinafter **"Grantor"**), and **KEVIN O'NEIL**, whose address is P.O. Box 1385, Colorado Springs, Colorado 80901 (hereinafter **"Grantee"**).

WITNESSETH, that Grantor, for and in consideration of the sum of TEN DOLLARS AND NO CENTS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and quitclaimed, and by these presents does hereby remise, release, sell and quitclaim unto Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand, if any, which Grantor has in and to the following described real property, together with improvements, if any, situate, lying and being in the County of Douglas, and State of Colorado to-wit:

PURSUANT TO THAT CERTAIN EASEMENT DATED JUNE 15, 1962 AND RECORDED ON JUNE 18, 1962 AT BOOK 170, PAGE 229, PERTAINING TO SITE FP-E7 IN THE FRANKTOWN-PARKER TRIBUTARIES OF CHERRY CREEK WATERSHEAD, ATTACHED HERETO AS EXHIBIT A AND INCORPORATED HEREIN BY THIS REFERENCE (the "Property")

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO

By: _____
GEORGE TEAL, Chair

Attest:

By: _____
Hayley Hall,
Deputy Clerk to the Board

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by George Teal as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado and Hayley Hall as Deputy Clerk to the Board.

Witness my hand and official seal

S E A L

_____
Notary Public

My commission expires:_____

EXHIBIT A

RECORDED AT 8:00 O'CLOCK A M. JUN 18 1962 BOOK 144 PAGE 115
RECEPTION NO. 114895 O. A. Preuitt RECORDER

EASEMENT

THIS INDENTURE, made this 15th. day of June, 1962, by William R., Jr. and Gladys L. Ipson, husband and wife, hereinafter referred to as the Landowner(s), and the Douglas County Soil Conservation District and Douglas County, State of Colorado, hereinafter referred to as the Local Organizations,

WITNESSETH THAT:

WHEREAS, the Secretary of Agriculture, United States Department of Agriculture, is authorized by the Watershed Protection and Flood Prevention Act (PL 566 as amended) to carry out a program of assistance to local organizations in planning and installing works of improvement for flood prevention or the conservation, development, utilization and disposal of water, and

WHEREAS, the Local Organizations are cooperating in said program for the purpose of installing a project in the Cherry Creek watershed, State of Colorado, in connection with which it desires to secure certain rights, in, over and upon the hereinafter described land of the Landowner,

THEREFORE, for and in consideration of One Dollar ($1.00) and the benefits accruing to the Landowner from the installation of said project, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Landowner does hereby grant, bargain, sell, convey and release unto the Local Organizations an easement in, over and upon the following described land situated in the County of Douglas, State of Colorado, to-wit:
For and in connection with the construction, operation, maintenance and inspection of a floodwater retarding structure, designated by the Sponsors as Site Number FP-E7 in the plans for the Franktown-Parker Tributaries of Cherry Creek Watershed, to be located on the lands described below; also for the flowage of any waters in, over, upon or through such structure; and for the storage, retention and retardation of waters which may be impounded by such structure, upon, over and across all or portions of those said tracts of land described as: $SE\frac{1}{4}NE\frac{1}{4}$ and $NE\frac{1}{4}SE\frac{1}{4}$ of Section 31, Township 10 South, Range 65 West of the Sixth Principal Meridian; also: $S\frac{1}{2}NE\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}NE\frac{1}{4}$ and $NE\frac{1}{4}NW\frac{1}{4}SE\frac{1}{4}$ of said Section 31, Township 10 South, Range 65 West of the Sixth Principal Meridian.

1. The Local Organizations shall be responsible for operating, maintaining, and keeping in good repair the works of improvement herein described.

2. The Landowner reserves the right to use said land or any part thereof at any time and for any purpose, provided such use does not interfere with the full enjoyment by the Local Organizations of the easement herein conveyed.

3. This easement shall include the right of egress and ingress at any time over and upon said land and any adjoining land owned by the Landowner(s).

4. The easement herein conveyed shall be subject to any easements, rights-of-way, or mineral reservations or rights now outstanding in third persons.

5. In the event the works of improvement herein described are not installed on said land within Sixty months from the date hereof, the rights, privileges, and authority granted hereunder to the Local Organizations shall be terminated.

6. Special Provisions:

a - All fences to be removed or constructed as part of the project work shall be removed or built in locations mutually agreeable to the sponsoring Local Organizations and the Landowners.

b - The sponsoring Local Organizations shall seed to a suitable grass or grass and legume cover, all areas covered by this easement that are denuded by reason of the construction work.

c - The service road used for ingress and egress of heavy equipment during the construction period shall be located as mutually agreed upon by the sponsoring Local Organizations and the Landowners.

* d - (Continued at bottom of page)

IN WITNESS WHEREOF, the Landowner has executed this instrument on the day and year first above written.

William R Ipson Jr

Gladys L Ipson

State of Colorado)
County of Douglas) ss

The foregoing instrument was acknowledged before me this 15th. day of June, 1962.

by William R. and Gladys L. Ipson, husband and wife

Witness my hand and official seal.

My commission expires _____

(SEAL)

C A Prescott

Notary Public C. A. Prescott, County Clerk

Special Provisions (continued) d - There shall be no construction work or borrowing of earth within the boundaries of the sub-irrigated meadow land above the dam site. The main borrow areas shall be located as mutually agreed upon by the sponsoring Local Organizations and the Landowners.

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Jacob Gabel, Engineer III

DESCRIPTION: Acceptance of a Storm Drainage Easement from K&G Petroleum, LLC with S&S Fiels, LCC at Blakeland Industrial Park, 4th Amendment, Lot 4A and 4B, 1st Revision for Reinforced Concrete Pipe, Manholes and Storm Sewer Inlets and a Stormwater Pond. Douglas County Project Number DV2025-182.

SUMMARY: This Drainage Easement is located on the property at Blakeland Industrial Park, 4th Amendment, Lot 4A and 4B, 1st Revision. This easement encompasses reinforced storm sewer pipe, manholes, storm sewer inlets and a stormwater pond. The stormwater infrastructure serves the Blakeland 7-11 Project in Northern Douglas County. This Drainage Easement will provide Douglas County with access to the private stormwater system to perform maintenance in the event the owner fails to adequately maintain said facilities.

RECOMMENDED ACTION: Staff recommends acceptance of this Drainage Easement.

REVIEW:

Kristina Mann	Approve	7/14/2026
Jeff Garcia	Approve	7/21/2026
Christie Guthrie	Approve	7/21/2026
Doug DeBord	Approve	7/21/2026

ATTACHMENTS:

Cover Page
DC - Storm Drainage Easememt - K&G Petroleum - JG 7-28

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Jacob Gabel, Engineer III

DESCRIPTION: Acceptance of a Storm Drainage Easement from K&G Petroleum, LLC with S&S Fiels, LCC at Blakeland Industrial Park, 4th Amendment, Lot 4A and 4B, 1st Revision for reinforced concrete pipe, manholes and storm sewer inlets and a stormwater pond. Douglas County Project Number DV2025-182.

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RECOMMENDED ACTION: Staff recommends acceptance of this Drainage Easement.

REVIEW:

Kristina Mann	Approve	7/14/2026
Jeff Garcia	Approve	7/21/2026
Christie Guthrie	Approve	7/21/2026
Doug DeBord	Approve	7/21/2026

ATTACHMENTS:

DC - Storm Drainage Easememt - K&G Petroleum - JG 7-28

GRANT OF EASEMENT
STORM DRAINAGE

THIS GRANT OF EASEMENT ("Grant") is given this ___ day of _____, 20__ by K&G PETROLEUM, LLC WITH S&S FIELS, LLC ("Grantor"), whose address is 7671 Shaffer Pkwy, Littleton CO 80127 to THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO ("Grantee"), whose address is 100 Third Street, Castle Rock, Colorado, 80104.

The parties hereby covenant and agree as follows:

1. Easement Property. The "Easement Property" shall mean the real property owned by Grantor and located in the County of Douglas, State of Colorado, more particularly described on **Exhibit A**, attached hereto and incorporated herein, and substantially as depicted on **Exhibit B**, attached hereto and incorporated herein.

2. Consideration. Grantor makes this Grant as a gift without consideration other than the keeping by Grantee of the covenants and agreements herein contained.

3. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive easement ("Easement") on, over, under, through and across the Easement Property for the purpose of accessing, maintaining, and repairing storm water management improvements, including, but not limited to, inlets, pipes, culverts, channels, ditches, hydraulic structures, riprap, detention basins, forebays, micro-pools, and water quality facilities (collectively, the "Facilities") in the event Grantor fails to satisfactorily maintain or repair said Facilities.

4. Maintenance and Repair. The maintenance and repair of the Facilities located on the Easement Property shall be the responsibility of Grantor. In the event such maintenance and repair are not performed by Grantor to the satisfaction of Grantee, then Grantee shall have the right, but not the obligation, to enter said Easement Property after ten (10) days prior written notice to Grantor, unless there is an emergency, in which case Grantee shall give notice as soon as practicable, to perform all necessary work, the cost of which shall be paid by Grantor upon billing. In the event Grantor fails to reimburse Grantee within thirty (30) days after submission of the bill for the costs incurred, Grantee shall have the right to enforce such obligation by appropriate legal action. It is Grantor's responsibility to construct, maintain and repair the Facilities in a manner consistent with all applicable plans approved or accepted by Grantee.

5. Retained Rights of Grantor. Grantor reserves the right of ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy does not impair the rights granted to Grantee in this Grant. Grantee's rights hereunder are non-exclusive, and Grantor shall have the full right and authority to grant other easements or rights to use the Easement Property. It is also understood by Grantee that Grantor may in the future desire to modify and/or eliminate the Facilities. Such a modification and/or elimination shall not be realized until written approval is obtained for said modifications and/or elimination from Grantee. Upon such approval, both the Grantee and Grantor agree to vacate this Easement.

6. Binding Effect. This Grant shall extend to and be binding upon the successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Grant the day and year first above written.

GRANTOR:

JBY

By: K&G PETROLEUM, LLC WITH S&S FIELS, LLC

Name: JESSE YURAN

Title: VP REALESTATE & DEVELOPMENT

Attest:

By: Steve Fingalson

Name: Steve Fingalson

Title: Controller

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24th day of JUNE, 2026, by JESSE B. YURAN as VP REALESTATE & DEV. of K&G PETROLEUM, LLC.

My commission expires: 10/19/2027.

Witness my hand and official seal.

Holly Edmonds
Notary Public

GRANTEE:

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS,
STATE OF COLORADO

Holly Edmonds
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074039554
MY COMMISSION EXPIRES October 19, 2027

BY:_____
Chair

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___ by the Chair of the Board of County Commissioners of the County of Douglas, State of Colorado.

My commission expires:_____

Witness my hand and official seal.

_____
Notary Public

Exhibit A

Legal Description

A Drainage Easement, being a portion of Lot 4A-1, Lot Line Vacation File No. SB2025-016, recorded November 10, 2025 in the office of the Douglas County, Colorado Clerk and Recorder's Office at Reception No. 2025054097, lying in the northeast quarter of Section 6, Township 6 South, Range 68 West of the 6th P.M., County of Douglas, State of Colorado, more particularly described as follows:

Beginning at the southwesterlymost corner of said Lot 4A-1;

Thence along the westerly and northerly lines of said Lot 4A-1 the following five (5) courses:
1. Thence along the arc of a curve to the left having a radius of 65.00 feet and a central angle of 64°24'18", an arc distance of 73.06 feet (chord bears North 19°21'45" West, 69.28 feet);
2. Thence North 00°26'54" East, a distance of 219.27 feet;
3. Thence along the arc of a curve to the right having a radius of 15.00 feet and a central angle of 90°00'00", an arc distance of 23.56 feet (chord bears North 45°26'54" East, 21.21 feet);
4. Thence South 89°33'06" East, a distance of 61.60 feet;
5. Thence along the arc of a curve to the right having a radius of 530.50 feet and a central angle of 04°57'27", an arc distance of 45.90 feet (chord bears South 87°04'23" East, 45.89 feet);

Thence South 02°44'40" West, a distance of 68.07 feet;
Thence North 82°39'04" West, a distance of 44.26 feet;
Thence South 12°50'24" West, a distance of 43.19 feet;
Thence South 77°09'36" East, a distance of 21.37 feet;
Thence South 12°50'24" West, a distance of 25.00 feet;
Thence North 77°09'36" West, a distance of 31.32 feet;
Thence South 12°50'24" West, a distance of 54.54 feet;
Thence North 77°09'36" West, a distance of 22.59 feet;
Thence South 00°35'17" East, a distance of 44.52 feet;
Thence South 25°59'33" East, a distance of 72.51 feet;
Thence South 77°09'36" East, a distance of 172.43 feet;

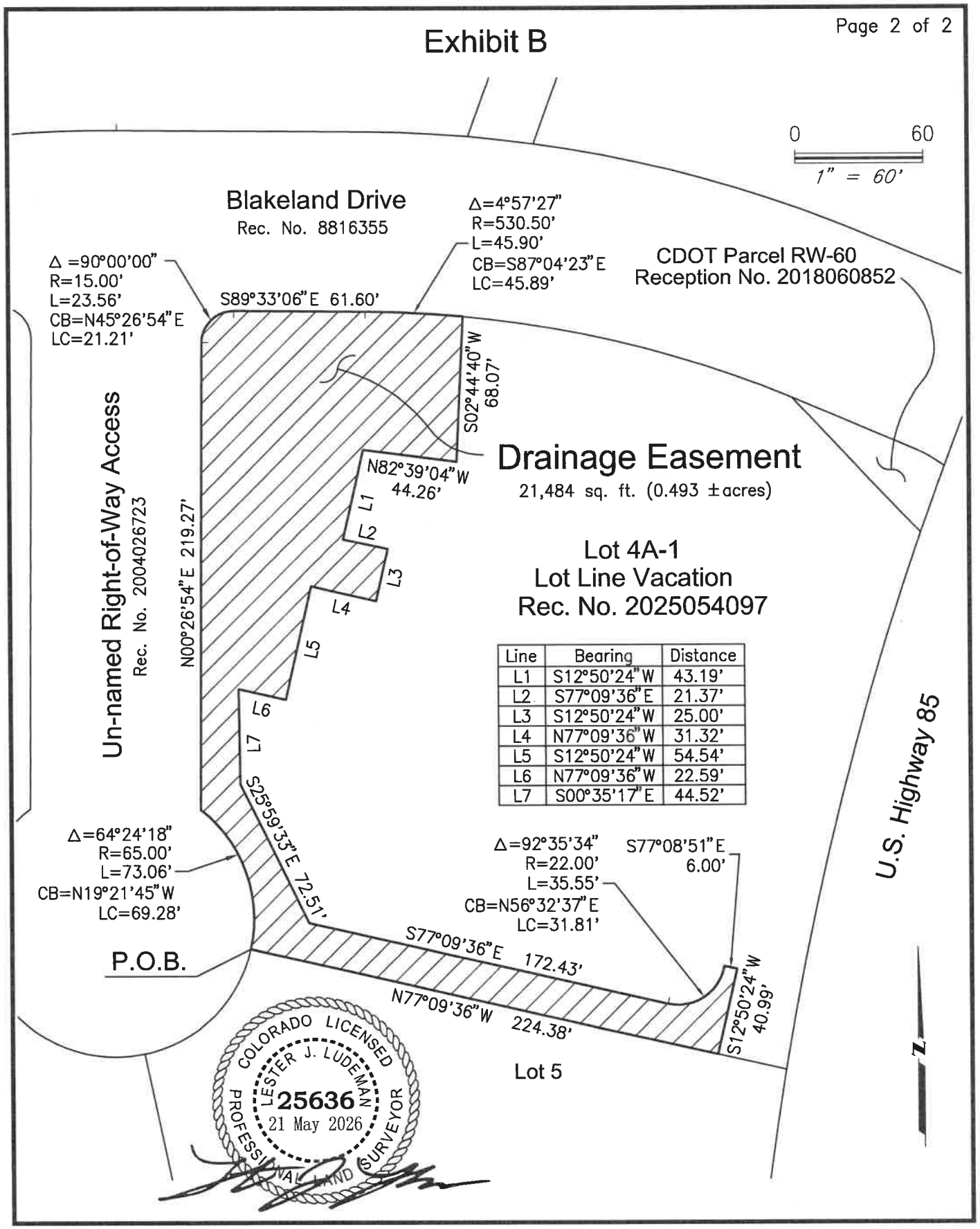
Thence along the arc of a curve to the left having a radius of 22.00 feet and a central angle of 92°35'34", an arc distance of 35.55 feet (chord bears North 56°32'37" East, 31.81 feet);
Thence South 77°08'51" East, a distance of 6.00 feet;
Thence South 12°50'24" West, a distance of 40.99 feet to a point on the southerly line of said Lot 4A-1;

Thence North 77°09'36" West along the southerly line of said Lot 4A-1, a distance of 224.38 feet to the Point of Beginning,

containing 21,484 Square Feet, or 0.493 Acres, more or less.

Prepared May 21, 2026 by L.J. Ludeman
1309 S. Inca Street, Denver, CO 80223

Exhibit B



Line	Bearing	Distance
L1	S12°50'24"W	43.19'
L2	S77°09'36"E	21.37'
L3	S12°50'24"W	25.00'
L4	N77°09'36"W	31.32'
L5	S12°50'24"W	54.54'
L6	N77°09'36"W	22.59'
L7	S00°35'17"E	44.52'

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Christie Guthrie, Director of Finance

DESCRIPTION: FY2026 RMHIDTA Grant Agreement in the Amount of $1,244,871.00.

SUMMARY: Since 1997, Douglas County has applied for High Intensity Drug Trafficking Areas (HIDTA) funding through the Office of National Drug Control Policy (ONDCP). Douglas County also serves as the fiscal agent for the Rocky Mountain HIDTA program and as such is required to accept the annual grant award as well as any modifications to the original grant award made by the national HIDTA program.

The 2026 Grant Agreement totals $1,244,871.00 and runs from January 1, 2026 through December 31, 2027. Breakdown of initiatives are included in the official award letter.

This agreement requires the approval of the Board of County Commissioners. The funding for these initiatives has been appropriated in the 2026 Adopted Budget.

RECOMMENDED ACTION: Request the Board review and approve the 2026 HIDTA Grant Agreement.

REVIEW:

Christie Guthrie	Approve	7/7/2026
Jeff Garcia	Escalated	7/14/2026
Amy Williams	Escalated	7/15/2026
Christy Gordon	Approve	7/17/2026
Doug DeBord	Approve	7/17/2026

ATTACHMENTS:

Cover Page
NOA_HID2526G0745-00

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RECOMMENDED ACTION: Request the Board review and approve the 2026 HIDTA Grant Agreement.

REVIEW:

Christie Guthrie	Approve	7/7/2026
Jeff Garcia	Escalated	7/14/2026
Amy Williams	Escalated	7/15/2026
Christy Gordon	Approve	7/17/2026
Doug DeBord	Approve	7/17/2026

ATTACHMENTS:

NOA_HID2526G0745-00

Office of National Drug Control Policy

Notice of Award

Award# HID2526G0745-00
FAIN# HID2526G0745
Federal Award Date: 07/06/2026

Recipient Information

1. Recipient Name
DOUGLAS COUNTY GOVERNMENT
100 3RD ST
CASTLE ROCK, CO 80104-2425

2. Congressional District of Recipient
04

3. Payment System Identifier (ID)
184600761A1

4. Employer Identification Number (EIN)
846000761

5. Data Universal Numbering System (DUNS)

6. Recipient's Unique Entity Identifier (UEI)
LXE5XEA44AH6

7. Project Director or Principal Investigator
Jill Janz
Assistant Director of Finance
jjanz@douglas.co.us
720-673-4189

8. Authorized Official
George Teal
gteal@douglas.co.us
303-660-7305

Federal Agency Information
Office of National Drug Control Policy (ONDCP)

9. Awarding Agency Contact Information
Meredith DeFraites
NA
meredith.l.defraites@ondcp.eop.gov
111-111-1111

10.Program Official Contact Information
Shannon L. Kelly
Assistant Director
Shannon_L._Kelly@ondcp.eop.gov
202-841-5240

Federal Award Information

11. Award Number
HID2526G0745-00

12. Unique Federal Award Identification Number (FAIN)
HID2526G0745

13. Statutory Authority
Public Law 119-75

14. Federal Award Project Title
High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2026 Grant

15. Assistance Listing Number
95.001

16. Assistance Listing Program Title
High Intensity Drug Trafficking Areas

17. Award Action Type
New

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19.	**Budget Period Start Date** 01/01/2026 **- End Date** 12/31/2027	
20.	**Total Amount of Federal Funds Obligated by this Action**	$1,244,871.00
	20a. Direct Cost Amount	$1,244,871.00
	20b. Indirect Cost Amount	$0.00
21.	Authorized Carryover	$0.00
22.	Offset	$0.00
23.	Total Amount of Federal Funds Obligated this budget period	$0.00
24.	**Total Approved Cost Sharing or Matching, where applicable**	$0.00
25.	**Total Federal and Non-Federal Approved this Budget Period**	$1,244,871.00
26.	**Period of Performance Start Date** 01/01/2026 **- End Date** 12/31/2027	
27.	Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	$1,244,871.00

28. Authorized Treatment of Program Income

29. Grants Management Officer – Signature
Lisa Newton
Grants Management Specialist

30. Remarks

New Award

The funding amount in Box 33 may not necessarily reflects the budget breakout by object class. Refer to the attached budget reports for details.

Office of National Drug Control Policy

Notice of Award

Award# HID2526G0745-00
FAIN# HID2526G0745
Federal Award Date: 07/06/2026

Recipient Information

Recipient Name
DOUGLAS COUNTY GOVERNMENT
100 3RD ST
CASTLE ROCK, CO 80104-2425

Congressional District of Recipient
04

Payment Account Number and Type
184600761A1

Employer Identification Number (EIN) Data
846000761

Universal Numbering System (DUNS)

Recipient's Unique Entity Identifier (UEI)
LXE5XEA44AH6

31. Assistance Type
Project Grant

32. Type of Award
Other

33. Approved Budget
(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	$0.00
b. Fringe Benefits	$0.00
c. Total Personnel Costs	$0.00
d. Equipment	$0.00
e. Supplies	$0.00
f. Travel	$0.00
g. Construction	$0.00
h. Other	$1,244,871.00
i. Contractual	$0.00
j. TOTAL DIRECT COSTS	$1,244,871.00
k. INDIRECT COSTS	$0.00
l. TOTAL APPROVED BUDGET	$1,244,871.00
m. Federal Share	$1,244,871.00
n. Non-Federal Share	$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
FY 2026 HIDTA GRANTS	HID2526G0745	HID	410001	95.001	$1,244,871.00	011202620271070000

A. GENERAL TERMS AND CONDITIONS

(1) This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the "§ 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R.§3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200. For specific, award- related questions, recipients should contact ONDCP promptly for clarification.

(2) As a recipient of federal funding, compliance with all applicable laws and Executive Orders (EO) is a condition of this award, as required by federal regulations, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR Part 200. Your compliance responsibilities are ongoing throughout the period of performance.

- Your organization is expected to:
  - Review applicable EOs and associated guidance;
  - Update internal policies and practices to ensure alignment with these requirements; and
  - Cooperate fully with any compliance reviews or audits conducted by ONDCP.
- Failure to comply with applicable EOs may result in enforcement actions, including suspension or termination of funding, recovery of funds, or referral for debarment proceedings.
- Applicable EOs include, but are not limited to:
  - Executive Order 14159: Protecting the American People from Invasion
  - Executive Order 14168: Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
  - Executive Order 14182: Enforcing the Hyde Amendment
  - Executive Order 14303: Restoring Gold Standard Science
  - Executive Order 14321: Ending Crime and Disorder on America's Streets
- Additional Executive Orders, including any issued during the period of performance, may apply. Applicants are responsible for ensuring compliance with all federal laws, regulations, Executive Orders and public policies governing financial assistance awards. If you have any questions regarding which EO(s) apply to your award or need technical assistance in updating your policies, please contact your program official.

(3) This award is subject to the following additional regulations and requirements:

- 28 C.F.R. § 69 – "New Restrictions on Lobbying"
- 2 C.F.R. § 25 – "Unique Entity Identifier and System for Award Management"
- Conflict of Interest and Mandatory Disclosure Requirements
- Non-profit Certifications (when applicable)

(4) Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the recipient's audited fiscal year to The Federal Audit Clearinghouse (fac.gov)

(5) Recipients are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Payment Management Services (HHS/PMS). The Federal Financial Report is required to be submitted quarterly and within 90 days after the award is closed out.

(6) The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the award.

(7) Recipients are not agents of ONDCP. Accordingly, the recipient, its fiscal agent(s), employees, contractors, as well as state, local, and federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

(8) Recipient agrees that federal funds cannot be used for programs that discriminate based on protected characteristics. The recipient agrees to monitor sub-awards to ensure ongoing compliance with federal nondiscrimination laws.

(9) Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the award or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 C.F.R. § 200.340.

(10) Conflict of Interest and Mandatory Disclosures

Conflict of Interest Requirements

As a recipient entity, you must follow ONDCP's conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

As a recipient entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of sub-awards and contracts.

None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the recipient entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.

If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or

Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

Mandatory Disclosure Requirement

As a recipient entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Recipient entities that have received a federal award are required to report certain civil, criminal, or administrative proceedings, including the terms and conditions outlined in 2 C.F.R part 200, Subpart F, Appendix XII, to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. § 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this award or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(11) Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant recipient information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

(12) Subawards are authorized under this award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.

(13) Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. § 180, dealing with all sub-awards and contracts issued under the award.

(14) As specified in 2 C.F.R. § 200.303 Internal Controls, recipient must:

a) Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

b) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.

c) Evaluate and monitor the recipient entity's compliance with statute,

regulations, and the terms and conditions of the federal award.

d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or pass-through entity designates as sensitive or the recipient entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

(15) Recipients are prohibited from using federal award funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. §200.216.

(16) Recipients should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.

(17) When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all recipients receiving federal funds shall clearly state—

a) the percentage of the total costs of the program or project which will be financed with Federal money;

b) the dollar amount of Federal funds for the project or program; and

c) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS

Reporting of Matters Related to Recipient Integrity and Performance

(1) General Reporting Requirement.

If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (*SAM.gov*), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in *SAM.gov* on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available. See 2 C.F.R. Part 200, Appendix XII.

(2) Proceedings About Which You Must Report.

You must submit the required information about each proceeding that —

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

- Any other criminal, civil, or administrative proceeding if:

  (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

  (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

  (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

(3) Reporting Procedures

Enter in the SAM.gov Entity Management area the information that SAM.gov requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM.gov because you were required to do so under federal procurement contracts that you were awarded.

(4) Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM.gov for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(5) Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

C. PAYMENT BASIS

(1) A request for advance or reimbursement shall be made using the HHS/PMS system (https://pms.psc.gov/).

(2) The recipient, must utilize the object classes specified within the initial budget/award application each time they submit a disbursement request to ONDCP. Requests for payment in the PMS system will not be approved unless the required disbursements have been entered using the corresponding object class designations. The recipient must provide written explanations or support, with specificity, for requests for each drawdown. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.

(3) Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. § 6501 et seq.) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. §§ 5301 — 5423) awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/PMS using the remittance instructions provided below.

Remittance Instructions – Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds.

Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number(s), interest period covered, and contact name and number. The remittance must be submitted as instructed in https://pms.psc.gov/grant-recipients/returning-funds-interest.html.

(4) The recipient or subrecipient may keep interest amounts up to $500 per year for administrative purposes.

D. PROGRAM SPECIFIC TERMS AND CONDITIONS

The grant conditions are as follows:

- This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 et seq. and in the ONDCP National HIDTA Program Office HIDTA *Program Policy and Budget Guidance* (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities ACT (21U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website: https://www.nhac.org/PDF/Program_Policy_and_Budget_Guidance2021.pdf

- In addition, as a condition for receiving this award, recipients must coordinate all counterdrug operations with a local or regional Homeland Security Task Force.

Drawdown of awards, as described in Section C, constitutes your acceptance of these terms and conditions.

Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. §200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.

E. FEDERAL AWARD PERFORMANCE GOALS

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

Initiative Cash by HIDTA

FY 2026

HID26000550

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type
Rocky Mountain	DOUGLAS COUNTY GOVERNMENT	Front Range Task Force	$147,637.00	Investigation
		Investigative Support Center	$556,044.00	Intelligence
		Management and Coordination	$120,278.00	Administration
		R.A.V.E.N.	$175,812.00	Investigation
		Training	$245,100.00	Support
	Agency Total: DOUGLAS COUNTY GOVERNMENT		**$1,244,871.00**	

Budget Detail

2026 - Rocky Mountain

Initiative - Front Range Task Force — Investigation

Award Recipient - DOUGLAS COUNTY GOVERNMENT (HID26000550)

Resource Recipient - DOUGLAS COUNTY GOVERNMENT

Awarded Budget (as approved by ONDCP)		*$1,244,871.00*
Personnel	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	1	$89,033.00
Total Personnel		**$89,033.00**
Fringe	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	1	$58,604.00
Total Fringe		**$58,604.00**
Total Budget		**$147,637.00**

Budget Detail

2026 - Rocky Mountain

Initiative - Investigative Support Center — Intelligence

Award Recipient - DOUGLAS COUNTY GOVERNMENT (HID26000550)

Resource Recipient - DOUGLAS COUNTY GOVERNMENT

Awarded Budget (as approved by ONDCP)		*$1,244,871.00*
Personnel	**Quantity**	**Amount**
Information Technology staff	1	$90,600.00
Treatment, prevention, demand reduction	1	$89,000.00
Director - Investigative Support Center	1	$63,000.00
Analyst - Intelligence	3	$125,200.00
Total Personnel		**$367,800.00**
Fringe	**Quantity**	**Amount**
Information Technology staff	1	$36,300.00
Treatment, prevention, demand reduction	1	$35,600.00
Analyst - Intelligence	3	$59,256.00
Director - Investigative Support Center	1	$32,288.00
Total Fringe		**$163,444.00**
Travel	**Quantity**	**Amount**
Administrative	1	$200.00
Treatment, prevention, demand reduction	5	$23,500.00
Training	1	$100.00
Total Travel		**$23,800.00**
Facilities	**Quantity**	**Amount**
Lease	1	$100.00
Total Facilities		**$100.00**
Services	**Quantity**	**Amount**
National security clearance (DHS)	1	$100.00
Communications - office phones		$100.00
Service contracts		$100.00
Communications - data lines		$100.00
Communications - mobile phones & pagers		$100.00
Software - maintenance		$200.00
Subscriptions - database		$100.00
Total Services		**$800.00**
Supplies	**Quantity**	**Amount**
Office		$100.00

Initiative - Investigative Support Center	Intelligence
Award Recipient - DOUGLAS COUNTY GOVERNMENT (HID26000550)	
Resource Recipient - DOUGLAS COUNTY GOVERNMENT	
Total Supplies	**$100.00**
Total Budget	**$556,044.00**

Budget Detail

2026 - Rocky Mountain

Initiative - Management and Coordination — Administration

Award Recipient - DOUGLAS COUNTY GOVERNMENT (HID26000550)

Resource Recipient - DOUGLAS COUNTY GOVERNMENT

Awarded Budget (as approved by ONDCP)		*$1,244,871.00*
Personnel	**Quantity**	**Amount**
Administrative Staff	1	$66,200.00
Total Personnel		**$66,200.00**
Fringe	**Quantity**	**Amount**
Administrative staff	1	$26,500.00
Total Fringe		**$26,500.00**
Travel	**Quantity**	**Amount**
Administrative	1	$500.00
Training	1	$500.00
Total Travel		**$1,000.00**
Facilities	**Quantity**	**Amount**
Lease	1	$100.00
Total Facilities		**$100.00**
Services	**Quantity**	**Amount**
Communications - office phones		$100.00
Shipping & postage		$50.00
Communications - mobile phones & pagers		$100.00
Contractor - Director	1	$65.00
Equipment rentals		$500.00
Service contracts		$110.00
Director, Executive Board, and HIDTA staff Insurance Liability		$100.00
Contractor - Financial Manager	1	$53.00
Total Services		**$1,078.00**
Supplies	**Quantity**	**Amount**
Office		$500.00
Total Supplies		**$500.00**
Other	**Quantity**	**Amount**
Administrative costs	1	$24,900.00
Total Other		**$24,900.00**
Total Budget		**$120,278.00**

Budget Detail

2026 - Rocky Mountain

Initiative - R.A.V.E.N. Investigation

Award Recipient - DOUGLAS COUNTY GOVERNMENT (HID26000550)

Resource Recipient - DOUGLAS COUNTY GOVERNMENT

Awarded Budget (as approved by ONDCP)		*$1,244,871.00*
Personnel	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	1	$117,208.00
Total Personnel		**$117,208.00**
Fringe	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	1	$58,604.00
Total Fringe		**$58,604.00**
Total Budget		**$175,812.00**

Budget Detail

2026 - Rocky Mountain

Initiative - Training — Support

Award Recipient - DOUGLAS COUNTY GOVERNMENT (HID26000550)

Resource Recipient - DOUGLAS COUNTY GOVERNMENT

Awarded Budget (as approved by ONDCP)		*$1,244,871.00*
Personnel	**Quantity**	**Amount**
Training Coordinator	1	$103,300.00
Training Staff	1	$71,100.00
Total Personnel		**$174,400.00**
Fringe	**Quantity**	**Amount**
Training Coordinator	1	$41,500.00
Training staff	1	$28,500.00
Total Fringe		**$70,000.00**
Travel	**Quantity**	**Amount**
Training	1	$100.00
Total Travel		**$100.00**
Facilities	**Quantity**	**Amount**
Lease	1	$100.00
Total Facilities		**$100.00**
Services	**Quantity**	**Amount**
Subscriptions - database		$50.00
Communications - mobile phones & pagers		$50.00
Communications - office phones		$50.00
Services	1	$50.00
Service contracts		$50.00
Training		$50.00
Printing & document support		$50.00
Shipping & postage		$50.00
Total Services		**$400.00**
Supplies	**Quantity**	**Amount**
Investigative/Operational		$50.00
Office		$50.00
Total Supplies		**$100.00**
Total Budget		**$245,100.00**

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Janet Peterson, Engineering Agreements Technician

DESCRIPTION: Resolution Approving the Draw in the Amount of $54,451.00 on Irrevocable Letter of Credit No. 2020-105, issued by Redstone Bank, In Connection with Fields Filing 2, Warranty Performance Security. Douglas County Project Number DV2024-240.

SUMMARY: In accordance with the Subdivision Improvements Agreement (SIA) dated March 25, 2025, for Fields Filing 2, the owner, Storage Brothers, LLC, are responsible for posting and maintaining security for the warranty performance improvements for this project; therefore, security must remain valid until the Engineering Division has inspected and granted Full Term Maintenance of all improvements of the project.

The Letter of Credit (No. 2020-105 - $54,451.00 - Redstone Bank) has an expiration date of August 6, 2026. The developer has been notified by FedEx (July 2, 2026) to extend the Letter of Credit. To date, Engineering has not received the amendment to the Letter of Credit. The County will not draw upon this Letter of Credit if the amendment is received prior to the expiration date of August 6, 2026.

RECOMMENDED ACTION: Approval of a resolution to draw upon Irrevocable Letter of Credit No. 2020-105, in the amount of $54,451.00 no later than August 6, 2026. The County shall hold the funds until Full Term Maintenance Acceptance has been granted in accordance with the SIA.

REVIEW:

Janet Herman	Approve	7/20/2026
Jeff Garcia	Approve	7/21/2026
Christie Guthrie	Approve	7/21/2026
Doug DeBord	Approve	7/21/2026

ATTACHMENTS:

Cover Page
Resolution - Line of Credit Redstone Bank - Fields
Correspondence - LOC Fields

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Janet Peterson, Engineering Agreements Technician

DESCRIPTION: Resolution Approving the Draw in the Amount of $54,451.00 on Irrevocable Letter of Credit No. 2020-105, issued by Redstone Bank, In Connection with Fields Filing 2, Warranty Performance Security. Douglas County Project Number DV2024-240.

SUMMARY: In accordance with the Subdivision Improvements Agreement (SIA) dated March 25, 2025, for Fields Filing 2, the owner, Storage Brothers, LLC, are responsible for posting and maintaining security for the warranty performance improvements for this project; therefore, security must remain valid until the Engineering Division has inspected and granted Full Term Maintenance of all improvements of the project.

The Letter of Credit (No. 2020-105 - $54,451.00 - Redstone Bank) has an expiration date of August 6, 2026. The developer has been notified by FedEx (July 2, 2026) to extend the Letter of Credit. To date, Engineering has not received the amendment to the Letter of Credit. The County will not draw upon this Letter of Credit if the amendment is received prior to the expiration date of August 6, 2026.

RECOMMENDED ACTION: Approval of a resolution to draw upon Irrevocable Letter of Credit No. 2020-105, in the amount of $54,451.00 no later than August 6, 2026. The County shall hold the funds until Full Term Maintenance Acceptance has been granted in accordance with the SIA.

REVIEW:

Janet Herman	Approve	7/20/2026
Jeff Garcia	Approve	7/21/2026
Christie Guthrie	Approve	7/21/2026
Doug DeBord	Approve	7/21/2026

ATTACHMENTS:

Resolution - Line of Credit Redstone Bank - Fields
Correspondence - LOC Fields

RESOLUTION NO. R-026-

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO

A RESOLUTION APPROVING THE DRAW IN THE AMOUNT OF $54,451.00 ON IRREVOCABLE LETTER OF CREDIT NO. 2020-105 ISSUED BY REDSTONE BANK IN CONNECTION WITH WARRANTY IMPROVEMENTS FOR FIELDS FILING 2, EXECUTED BY STORAGE BROTHERS, LLC,

WHEREAS, on August 6, 2025, Redstone Bank issued its Irrevocable Letter of Credit No. 2020-105 ("LOC"), and subsequent amendments, in the amount of $54,451.00; and

WHEREAS, said Letter of Credit was issued at the request of Storage Brothers, LLC ("Developer"), as Warranty Performance Improvements security, of its obligations under the Subdivision Improvements Agreement ("SIA"), for Project No. DV2024-240; and

WHEREAS, said Letter of Credit will expire on August 6, 2026, and, under the terms and conditions of the Subdivision Improvements Agreement ("SIA"), security must remain valid and in full force and effect until all public improvements have been accepted and approved for final acceptance by Douglas County; and

WHEREAS, Douglas County's Engineering Division has determined that those obligations of Storage Brothers, LLC have not been fulfilled; and

WHEREAS, Storage Brothers, LLC is in default in the performance of its obligations under the SIA; and

WHEREAS, Storage Brothers, LLC was provided with a minimum of fourteen days' written notice of Douglas County's intention to draw on said Letter of Credit; and

WHEREAS, Storage Brothers, LLC was provided timely notice of the hearing on this matter; and

WHEREAS, the Board of County Commissioners has concluded that in order to maintain its security for the performance of the obligations of Storage Brothers, LLC, under the terms of the SIA, it must draw on said Irrevocable Letter of Credit No. 2020-105, in the amount of $54,451.00 now, therefore,

BE IT RESOLVED by the Board of County Commissioners of the County of Douglas, State of Colorado, that the Chair or Vice Chair of the Board of County Commissioners is authorized and directed to draw on said Irrevocable Letter of Credit No. 2020-105, issued by Redstone Bank, the amount of $54,451.00, and to execute any statement, draft, or other documents necessary to accomplish said draw on or before August 6, 2026; now, therefore,

BE IT FURTHER RESOLVED, in the event that Storage Brothers, LLC extends said Irrevocable Letter of Credit to August 6, 2027, before such draw is made, this resolution shall have no further effect and such draw on said Irrevocable Letter of Credit shall not be made.

PASSED AND ADOPTED this _____ day of July 2026, in Castle Rock, Douglas County, Colorado.

--

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

BY:_____
Chair

ATTEST:

_____
Hayley Hall, Clerk to the Board

DOUGLAS COUNTY
COLORADO

www.douglas.co.us

Department of Public Works
Engineering Services

July 2, 2027

Storage Brothers, LLC
Ed Kubly
Vice President
8678 Concord Center Drive, Unit 200
Englewood, CO 80112

File No.: DV2024-240

RE: Expiration of Letter of Credit No. 2020-105 – Fields Filing 2 - Warranty Performance Security.

Dear Ed,

Please be advised that the letter of credit in the amount of $54,451.00 held as Warranty Performance security for the above referenced project expires on **August 6, 2026.** This letter of credit should be amended to extend the expiration date for at least a **one-year period** and submitted to this office no later than *July 27, 2026.* It is the policy of Douglas County to maintain current security for all projects *until the improvements have been inspected and approved for final release* by the Engineering Inspections Division.

We must hear from you by July 27, 2026, or the matter will be heard before the Board of County Commissioners at the regular business meeting on July 28, 2026, for board resolution to approve the process to draw upon the letter of credit and hold the funds until completion of the project.

Per the terms and conditions of the Subdivision Improvements Agreement, dated March 25, 2025, security must remain in full force and effect until such time as the improvements have been inspected and approved for final release by Douglas County Engineering.

Please forward all correspondence concerning the letter of credit to my attention.

Sincerely,

Janet Peterson

Janet Peterson
Engineering Agreements Technician

Attachments

C: Janet Herman, P.E., Public Works Director
Zeke Lynch, P.E., Assistant Director Public Works Engineering
Redstone Bank, Standby Unit, 15765 East Arapahoe Rd., Centennial, CO 80016
File

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Steve Shoultz, Director of Parks and Recreation

DESCRIPTION: Parks Funding Agreement Between Douglas County and the Gold Crown Foundation, Inc. in the Amount of $7,500,000.00 for the Construction of the Gold Crown Field House.

SUMMARY: This agreement between Douglas County (County) and the Gold Crown Foundation, Inc (Foundation) is for the funding award of $7,500,000 from the Parks, Trails, Historic Resources, and Open Space tax (PTHROS) to the Foundation for the construction of the Gold Crown Field House (Field House). Disbursement of funds will occur in two installments of$3,750,000. Douglas County shall make the first disbursement to the Foundation within ten days of the Town of Castle Rock's (Castle Rock) issuance of a building permit for the Field House, but in no event earlier than October 1, 2026.

RECOMMENDED ACTION: It is staff's recommendation that the Parks Funding Agreement be approved by the Board of County Commissioners.

REVIEW:

Steve Shoultz	Escalated	7/17/2026
Steven E Koster	Delegated	7/20/2026
Steve Shoultz	Approve	7/20/2026
Dan Avery	Approve	7/21/2026
Jeff Garcia	Approve	7/23/2026
Christie Guthrie	Approve	7/23/2026
Doug DeBord	Approve	7/24/2026
Megan Grandsard - FYI	Notified - FYI	7/24/2026
Celeste Deal - FYI	Notified - FYI	7/24/2026

ATTACHMENTS:

Cover Page
Staff Report Gold Crown Foundation Funding Agreement

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Steve Shoultz, Director of Parks and Recreation

DESCRIPTION: Parks Funding Agreement Between Douglas County and the Gold Crown Foundation, Inc. in the Amount of $7,500,000.00 for the Construction of the Gold Crown Field House.

SUMMARY: This agreement between Douglas County (County) and the Gold Crown Foundation, Inc (Foundation) is for the funding award of $7,500,000 from the Parks, Trails, Historic Resources, and Open Space tax (PTHROS) to the Foundation for the construction of the Gold Crown Field House (Field House). Disbursement of funds will occur in two installments of$3,750,000. Douglas County shall make the first disbursement to the Foundation within ten days of the Town of Castle Rock's (Castle Rock) issuance of a building permit for the Field House, but in no event earlier than October 1, 2026.

RECOMMENDED ACTION: It is staff's recommendation that the Parks Funding Agreement be approved by the Board of County Commissioners.

REVIEW:

Steve Shoultz	Escalated	7/17/2026
Steven E Koster	Delegated	7/20/2026
Steve Shoultz	Approve	7/20/2026
Dan Avery	Approve	7/21/2026
Jeff Garcia	Approve	7/23/2026
Christie Guthrie	Approve	7/23/2026
Doug DeBord	Approve	7/24/2026

ATTACHMENTS:

Staff Report Gold Crown Foundation Funding Agreement

DOUGLAS COUNTY
COLORADO

Staff Report

Date:

To: Douglas County Board of County Commissioners

Through: Douglas J. DeBord, County Manager

From: Steve Shoultz, CPRE, Director of Parks and Recreation SS

Subject: Parks Funding Agreement Between Douglas County and the Gold Crown Foundation, Inc. for $7,500,000 for the Construction of the Gold Crown Field House

Board of County Commissioners Business Meeting: **July 28, 2026 @ 1:30 p.m.**

I. EXECUTIVE SUMMARY

This agreement between Douglas County (County) and the Gold Crown Foundation, Inc (Foundation) is for the funding award of $7,500,000 from the Parks, Trails, Historic Resources, and Open Space tax (PTHROS) to the Foundation for the construction of the Gold Crown Field House (Field House). Disbursement of funds will occur in two installments of $3,750,000. Douglas County shall make the first disbursement to the Foundation within ten days of the Town of Castle Rock's (Castle Rock) issuance of a building permit for the Field House, but in no event earlier than October 1, 2026.

II. REQUEST

Staff is requesting approval of the Parks Funding Agreement between the County and the Foundation for $7,500,000.

III. BACKGROUND

On October 18, 2024, the Foundation submitted a PTHROS funding application for $12,000,000 towards the construction of the Field House. The Foundation presented its request to the Parks Advisory Board (PAB) on January 16, 2025. The PAB recommended this project for funding in alignment with the PTHROS tax resolution. This project is one of four projects identified as a Board Priority for investment in Parks and Recreation.

The Foundation is also partnering with Castle Rock. Castle Rock has entered into a non-binding letter of intent with the Foundation, committing to engage in good-faith negotiations regarding the terms of a lease and/or transfer agreement for 22 acres of public land for the Field House.

The Field House will be a 65,000-square-foot facility with six basketball courts, 12 overlapping volleyball courts, and a multi-purpose room for STEM and Enrichment camps.

The expected project cost will be approximately $24,000,000.

IV. RECOMMENDED ACTION

It is staff's recommendation that the Parks Funding Agreement be approved by the Board of County Commissioners.

ATTACHMENTS **PAGE**

Funding Agreement 3

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, THE TOWN OF CASTLE ROCK AND THE GOLD CROWN FOUNDATION FOR PARKS FUNDING

THIS AGREEMENT (the "Agreement") is made and entered into this ___day of _____, 2026 (the first date on which all Parties have executed and delivered this Agreement, (the "Effective Date"), by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, State of Colorado (the "County"), the **TOWN OF CASTLE ROCK**, a home rule municipal corporation of the State of Colorado (the "Town"), and **GOLD CROWN FOUNDATION, INC.**, a Colorado nonprofit corporation (the "Foundation"). The County, the Town, and the Foundation are referred to each, individually, as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, in 2022, County voters approved a referred tax measure allocating funding for local parks with the discretion to make some of that funding available to local partners to fund public parks as recommended by a citizen advisory committee, the Parks Advisory Board; and

WHEREAS, the Town has requested funding from the County for the Gold Crown Fieldhouse, a 65,000 square-foot indoor sports facility featuring six basketball and 12 overlapping volleyball courts (the "Project") to be owned and operated by the Foundation, which Project is described in more detail in the attached ***Exhibit A***; and

WHEREAS, in operation since 1986, the Foundation is a nonprofit corporation dedicated to offering boys and girls basketball, volleyball, golf, and enrichment programs to Colorado youth; and

WHEREAS, the Town has entered into a non-binding letter of intent with the Foundation, dated May 15, 2025, committing to engage in good-faith negotiations regarding the terms of a lease and/or transfer agreement of 22 acres of public land, further described in the attached ***Exhibit D,*** previously dedicated to the Town within the Dawson Trails Planned Development for use by the Project; and

WHEREAS, the Town and the Foundation firmly believe that the Project will provide substantial benefit to Town youth by providing a venue for competitive sporting events and practices, while creating a strong regional draw from users throughout Colorado; and

WHEREAS, the Town and the Foundation are willing to adhere to the payment terms outlined in the attached ***Exhibit B*** and the reporting requirements outlined in the attached ***Exhibit C***; and

WHEREAS, the County has authorized funding for the Project in the amount of $7,500,000**,** subject to the execution of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Funding and Project.** Subject to the terms and conditions set forth in this Agreement, the County hereby awards a sum of **seven million five hundred thousand dollars ($7,500,000)** for the Project (the "Funding Award"). The County acknowledges that the Town has entered into a non-binding letter of intent with the Foundation, committing to engage in good-faith negotiations regarding the terms of a lease and/or transfer agreement of 22 acres of public land for the Project (the "Property"). In turn, the Foundation is committing to secure all additional funding necessary for the development, construction, and operation of the Project. Notwithstanding the above, if the Foundation is unable to secure the necessary funding for the Project within three (3) years of the Closing Date the Foundation agrees to return any and all moneys the County has disbursed to the Foundation forthwith. The County further agrees that the Town may apply to the County for the use of the Funding Award for another park or recreation project, subject to the County's approval.

2. **Title and Survey.**

a. **Definitions.**

i. "Title Company" means [insert company name].

ii. "Title Commitment" means a commitment for title insurance issued by the Title Company.

iii. "Title Policy" means a policy of title insurance issued by the Title Company.

b. Within ten (10) days after the Effective Date, (i) the Foundation will have the right to order an ALTA survey of the Property by a licensed surveyor or registered professional engineer, or an update to the existing survey previously provided by the Town (in either event, the "Survey"); and (ii) The Town shall cause the Title Company to prepare and furnish the Title Commitment to the Foundation, the Town, and the County, together with copies of the following Permitted Exceptions:

i. Real estate taxes, general and special property taxes and assessments as shown on the Title Commitment for the current year of assessment and all amounts payable under all improvement bonds and other assessments for the period from and after the Closing Date. All such taxes and assessments are subject to proration effective on the Closing Date.

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ii. Liens, encumbrances, easements and other exceptions to title referenced in the Title Commitment.

iii. Water rights or claims or title to water, whether or not shown by the public records.

iv. Any matters shown on the existing survey of the Property.

c. Within one hundred and eighty (180) days of the Effective Date, the Foundation shall conduct its due diligence with respect to the Property, including but not limited to the following matters: the Town's deliveries, title and survey matters, environmental and other physical matters, and the result of any inspections.

i. Prior to the Closing or the earlier termination of this Agreement, the Town agrees to cooperate with any reasonable investigations, inspections, studies, or testing made by or at the Foundation's discretion in pursuit of its due diligence. The costs of such actions will be borne by the Foundation.

ii. The Foundation shall have the right, in its sole discretion, to terminate this Agreement prior to the expiration of the 60-day due diligence period, by providing notice to the Town and the County.

d. If, subsequent to the issuance of the Title Commitment, an updated Title Commitment identifies any new encumbrance or title matter other than the Permitted Exceptions (a "Subsequent Defect"), then, the Foundation shall have the right within five (5) business days after receipt of such updated Title Commitment to object to such Subsequent Defect in writing to the Town, in which event the Town shall have three (3) business days from the date notified in writing of the Subsequent Defect, to notify the Foundation that the Town either (i) agrees to remedy the Subsequent Defect by a certain reasonable date or (ii) is unable or unwilling to remedy the Subsequent Defect, which may be cause for the Foundation to terminate the Agreement. Any new encumbrance or title matter to which the Foundation does not object by the end of the due diligence period shall be considered a Permitted Exception.

e. At Closing, the Foundation shall acquire by Deed all of the Town's right, title and interest in and to the Property, subject only to the Permitted Exceptions, on the terms and conditions set forth in this Agreement. Prorated taxes and assessments on the Property shall be due and payable after the time at which the Foundations takes possession of the Property.

3. **Project Scope.** Neither the Town nor the Foundation shall materially modify the Project without the prior written approval of the County. Any material modification to the Project undertaken without the County's prior written consent may be deemed a breach of this Agreement, entitling the County to all remedies available under this Agreement. The County has sole discretion to determine whether any changes constitute a material modification.

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The Town acknowledges that it shall retain sole land use authority over the Project, including, but not limited to, the authority to review and approve all aspects of the land use entitlement, design, and construction, issue all required permits, and to conduct all necessary inspections. The County and the Town acknowledge that the Foundation shall be responsible for paying for all design, construction, permitting and inspection costs associated with the Project in excess of the Funding Award.

4. **Transfer of Property.** The Town agrees to transfer fee simple interest in and to the Property to the Foundation by means of a special warranty deed in the form attached as ***Exhibit E***. If any conflict arises between the language found in the deed and in this Agreement, the language in the deed shall control.

a. For the first ten (10) years after the Effective Date, the deed shall include a possibility of reverter of the Property upon the occurrence of one of the following triggering events: the Foundation no longer operates the Property for its required purpose; the Foundation sells, leases, or otherwise transfers the Property to any for-profit entity; or the Foundation sells, leases, or otherwise transfers the Property to a non-profit entity without the prior written consent of the Town, which shall not be unreasonably withheld.

i. Upon triggering of the Town's reversionary interest, the Town shall first fill out and record the Certificate of Reverter (attached as ***Exhibit F***) with the Douglas County Clerk and Recorder; upon recording, fee simple interest in the Property shall vest back with the Town. Prior to recording the Certificate of Reverter with Douglas County, the Town shall inform all parties with a potential right of foreclosure on the Property of the triggering event.

ii. These parties shall have the right, in the order of their interest(s), to cure by foreclosing upon the Property or accepting a deed in lieu of foreclosure and subsequently selling or leasing the Property to an entity which will operate the Property for the required purpose or a substantially similar purpose. Any purchaser who purchases or leases the Property out of such a foreclosure or from an affiliate of the foreclosing party shall still be bound by the language in this Section, and the Town's reversionary interest shall not otherwise be impacted.

iii. The Town's reversionary interest shall expire ten (10) years after the Effective Date.

b. For the period ranging from ten (10) to thirty (30) years after the Effective Date, the Town shall have a right of first refusal to purchase the Property, at the price that the Foundation has accepted, prior to the Foundation's sale

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to any other potential buyer.

i. The Foundation, and its successors and assigns, have no obligation to provide a right of first refusal with respect to any foreclosure encumbering all or any portion of the Property (or the exercise of any power of sale, deed in lieu of foreclosure, or other similar conveyance). If a foreclosing entity becomes the owner of the Property, then the first sale of such owner's interests in the Property to a third party shall also be exempt from the terms and conditions of this Section, provided that such third party will take title to the Property subject to the terms and conditions of this Section.

ii. The right of first refusal constitutes a real property interest in the Property that runs with and burdens the Property and will be binding on the Foundation and its successors and assigns until its extinguishment as set forth herein.

iii. The Foundation shall provide the Town with a notice of its intent to sell the Property, as well as the proposed terms of the sale, as soon as is practicable. Upon receipt of this notice, the Town shall have sixty (60) days to exercise its right of first refusal. Failure to respond to the notice of intent to sell within sixty (60) days shall constitute a rejection of the offer. Upon learning of the Town's decision not to exercise its right of first refusal, the Foundation is permitted to close the pending sale on substantially similar terms.

iv. The Town's right of first refusal shall expire thirty (30) years after the Effective Date.

c. Thirty (30) years after the Effective Date, the Town shall have no further rights in the Property.

d. The Project's required purpose as described herein shall mean the recreational purposes described in ***Exhibit A***, including hosting youth sports practice sessions and competitions.

5. **Authorized Representatives.** The Director of Parks and Recreation, or designee, (the "County's Authorized Representative"), is designated as Authorized Representative of the County for purposes of this Agreement. The Town Manager, or designee (the "Town's Authorized Representative"), is designated as Authorized Representative of the Town for purposes of this Agreement. The President/Executive Director, or designee (the "Foundation's Authorized Representative") is designated as Authorized Representative of the Foundation for purposes of this Agreement.

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6. **Payment of Funding.** Subject to the County's determination in its sole discretion that the Town is in compliance with this Agreement, the County shall disburse the funds for the Project subject to the terms described in ***Exhibit B*** (the "Payment Terms"). The Parties agree that all funds for the Project shall be disbursed directly to the Foundation, subject to the Town's prior written consent.

Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is **($7,500,000)**. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

7. **Funding Plan**. Prior to the transfer of Property and the issuance of the building permit to the Foundation, the Foundation shall present evidence in the form of a "Funding Plan" to the Town for the full and adequate funding of the Project and compliance with all requirements of the building permit. The Town Manager, in his capacity as the Town's Authorized Representative, shall make appropriate inquiry into the adequacy of the Funding Plan, and if the Funding Plan is deemed adequate, the transfer of the Property and the issuance of the building permit shall proceed.

8. Representations and Warranties

a. **Town's Representations and Warranties.** As of the date hereof and again as of Closing, the Town represents, warrants and covenants to the Foundation as follows: no third party has any rights in the Property, either in the form of a possessory right, option, contract, or other agreement; the Town has the full right and authority to enter into this Agreement and to execute and deliver this Agreement and to perform all duties and obligations imposed upon it hereunder; there is no litigation and no administrative proceeding, pending or threatened, that would affect the Property; the Town has not received any written notice of a violation of any Law with respect to the Property that has not been cured or dismissed.

b. **Foundation's Representations and Warranties.** As of the date hereof and again as of Closing, the Foundation represents, warrants and covenants to the Town as follows: the Foundation is duly formed, validly existing and in good standing under the laws of Colorado; the Foundation has the full right and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement; no third party approval or consent is required to enter into this Agreement or to consummate the transaction contemplated hereby.

9. Closing.

a. **Closing Date.** "Closing Date" means the earlier of (i) [X Date], or (ii) such

earlier date as may be mutually agreed upon in writing by the Parties.

b. **Risk of Loss.** Until the Closing Date, the Town shall bear the risk of loss should there be damage to the Property by any form of casualty. If, prior to the Closing Date, the Property shall be damaged by any casualty, the Town shall promptly deliver to the Foundation notice of such casualty.

c. **Action Prior to Closing by the Town.** Not later than two (2) Business Days prior to the scheduled Closing Date, the Town will deposit with Title Company the following items and instruments: [insert list.]

d. **Action Prior to Closing by the Foundation.** Not later than two (2) Business Days prior to the scheduled Closing Date, the Foundation will deposit with Title Company the following items and instruments: [insert list.]

e. **Closing Costs.** The Town and the Foundation shall each pay one-half of all escrow fees for that portion of the escrow pertaining to the transfer of the Property. The Town shall be responsible for (a) the title insurance premiums payable with respect to the base coverage (and not any extended coverage) for the Title Policy, and (b) the transfer taxes for the Deed and the transfer of the Property effected thereby based on the allocation. The Foundation shall be responsible for (a) the payment of the recording fees for the Deed, (b) the costs and premiums for any extended coverage for the Title Policy, (c) the cost of any endorsements to the Title Policy requested by the Foundation, (d) the premiums and endorsements for any lender's policy in connection with the Foundation's acquisition of the Property, and (e) any survey or any survey update that the Foundation elects to obtain.

f. **Delivery.** On the Closing Date, the Town shall deliver possession of the Property. Prior to the Closing, the Town shall remove, at its cost, any and all equipment and other tangible personal property, if any, located upon the Property.

10. **Reporting Requirement.** The Foundation agrees to submit to the County and the Town the reports as described in ***Exhibit C.***

11. **Confidentiality.** The Parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

12. **Indemnification.** Neither the County nor the Town agree to indemnify, hold harmless, exonerate or assume the defense of the other, the Foundation, or any other person or entity whatsoever, for any purpose whatsoever. The Foundation likewise does not agree to indemnify, hold harmless, exonerate or assume the defense of the County nor the Town, or any other person or entity whatsoever, for any purpose whatsoever.

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13. **No Waiver of Governmental Immunity Act.** The Foundation hereby acknowledges and understands, and the County and the Town hereby agree that the County's and the Town's respective commissioners, officials, officers, directors, agents and employees are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or any other immunities or defenses from liability otherwise available to the County or the Town.

14. **Termination for Convenience.** Upon the Foundation's completion of its due diligence activities, the Foundation shall send written notice of such completion to the Town. Prior to the Town's receipt of such notice, each Party may terminate this Agreement for any reason and at its sole discretion by providing the other Parties written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. After the Town's receipt of such notice, Parties may no longer terminate for convenience.

15. **Notices.** All notices concerning this Agreement shall be made as follows:

To the County:
Douglas County Parks and Recreation
9651 S. Quebec Street
Littleton, CO 80130
(720) 733-6990
E-mail parksandtrails@douglasco.gov

with a copy to:
Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
(303) 660-7414
E-mail attorney@douglasco.gov

To the Town:
Town of Castle Rock
Attn: David L. Corliss, Town Manager
100 N. Wilcox Street
Castle Rock, CO 80104
(303) 660-1374
E-mail townmanager@crgov.com

with a copy to:
Town Attorney's Office
100 N. Wilcox Street
Castle Rock, CO 80104
(303) 660-1370
E-mail Legal@crgov.com

To the Foundation:
Gold Crown Foundation
Attn: Kevin Petty, President/Executive Director
1743 Wazee Street, Suite 300
Denver, CO 80202

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(303) 773-1442
E-mail kpetty@goldcrownmgmt.com

with a copy to: Otten Johnson Robinson Neff + Ragonetti PC
Attn: Thomas J. Ragonetti
950 17th Street, Suite 1600
Denver, CO 80202
(303) 575-7509
Email tjr@ottenjohnson.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via electronic mail, or other method authorized in writing by the County's, Town's, or Foundation's Authorized Representative, as applicable. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. Each Party may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

16. **Time of the Essence.** Time is of the essence of this Agreement, and all covenants and deadlines hereunder. Without limiting the foregoing, Parties hereby confirm their intention and agreement that time shall be of the essence of each and every provision of this Agreement, notwithstanding any subsequent modification or extension of any date or time period that is provided for under this Agreement.

17. **Assignment.** Neither the Town nor the Foundation may assign its rights under this Agreement.

18. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Douglas, State of Colorado.

19. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

20. **Execution and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the Parties agree to recognize signatures of this Agreement transmitted by electronic signature, email, or PDF as if they were original signatures. Execution of the Agreement via DocuSign or a similar application shall be binding upon the signing parties.

21. **Third-Party Beneficiary.** The Parties expressly understand and agree that the enforcement of the terms and conditions of this Agreement shall be strictly reserved to the Parties, and that nothing contained herein shall give or allow any claim or right of action by any third party with regard to such Agreement. It is the express intention of the Parties that any non-Party receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary

only.

22. **Waiver.** The failure of any Party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the Party against whom the waiver is sought to be enforced.

23. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the Parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the Parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved and executed by all Parties.

(Remainder of page intentionally left blank)

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

TOWN:

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
David L. Corliss, Town Manager

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

_____
George Teal, Chair

ATTEST:

_____
Haley Hall, Clerk to the Board

APPROVED AS TO CONTENT:

_____
Douglas J. DeBord, County Manager

APPROVED AS TO FORM:

_____
Jeffrey A. Garcia, County Attorney

APPROVED AS TO FISCAL CONTENT:

_____
Christie Guthrie, Director of Finance

FOUNDATION:

GOLD CROWN FOUNDATION, INC.

_____
Kevin Petty, President/Executive Director

DRAFT

EXHIBIT A

PROJECT DETAILS

- Gold Crown Foundation is seeking to build a 65,000-square foot indoor facility.
- The facility will be constructed on a 22-acre site dedicated to the Town for parks and recreation purposes within the Dawson Trails Planned Development.
- The facility will be comparable to the existing Gold Crown Field House in Lakewood, Colorado, which opened in 2003.
- The expected project cost will be approximately $24,000,000, with a larger fundraising goal to cover equipment and contingencies, and the potential construction of an external 1.5-acre multi-purpose turf field.
- The planned opening date will be in the first half of 2027 in conjunction with the opening of the Crystal Valley/I-25 interchange.
- In addition to the typical amenities (bathrooms, offices, concessions, etc.), the facility would consist of:
    - Six (6) high school regulation basketball courts;
    - Twelve (12) overlapping volleyball courts; and
    - A multi-purpose room for STEM and Enrichment camps.
- The facility will house Gold Crown programs and be available to non-Gold Crown groups to rent in support of their own programming.
- Through tournaments and leagues, it is intended that this facility will be a destination location and bring approximately 500,000 people annually from all along the southern I-25 corridor to the Town.

DRAFT

EXHIBIT B

PAYMENT TERMS

The County will provide **$7,500,000** in funding to be used exclusively for the Project as described in ***Exhibit A***.

Once approved, funding will be paid to the Foundation according to the following:

- The County agrees to provide funding in two separate disbursements of $3,750,000. The County shall make the first disbursement to the Foundation within ten (10) days of the Town's issuance of a building permit for the Project, but in no event earlier than October 1, 2026. The County shall make the second disbursement to the Foundation no later than one (1) year following the date of the first disbursement.

- Costs to be covered by the County funds awarded for this Project are only for those directly incurred for actual work completed designing or constructing the Project in accordance with the plans, budget, and schedule approved by the Town. No administrative, legal, maintenance, or other indirect design/construction costs will be reimbursed unless expressly permitted in writing by the County.

- If the Foundation is unable to secure the necessary funding for the Project within three (3) years of the Closing Date, the Foundation will refund the County whatever funds have been disbursed to the Foundation; provided, however, that nothing herein shall preclude the Town from applying to the County to use such funds for another Town parks or recreation project as provided in this Agreement.

The parties intend that for purposes of this Agreement, the County's right to terminate for convenience shall be limited to a situation in which the County does not appropriate sufficient funds for this Agreement pursuant to C.R.S. § 29-1-110. The County agrees that it shall not fail to appropriate the funds solely for the purpose of terminating this Agreement early, and in the absence of extenuating circumstances.

No official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Town shall not to hire, pay, or contract for services of any official, officer or employee of the County or otherwise take any action that could constitute or create a conflict of interest with the County.

DRAFT

EXHIBIT C

REPORTING REQUIREMENTS

The Town will ensure quarterly reporting to the County of the progress on the Project. These reports will include percentage of the Project completed, timeline/schedule to completion, any significant issues, and other information requested by the County for the Project. Any reports containing sensitive specialized information of security arrangements should be clearly marked "Not Intended For Public Disclosure" and the top and bottom of each page.

In addition to the above, the Town will provide a final report within 90 days of the completion of the Project. The purpose of this report is to describe the results of the Funding Award. Such report shall include a statement as to how the Project is beneficial to the community. A sample report is shown below:

Project Period: **From** _____ **To** _____

Organization: _____

Project Name: _____

Funding Amount: $_____

Contact Name: _____ **Title:** _____

Phone: _____ **Email:** _____

1. Describe how the Project funds were used, the progress made toward the Town's and Foundation's respective goals and objectives and the impact on the Project (e.g. results or outcomes).

2. Describe any feedback the Town has received from the public as a result of the Project.

3. Did the Town form any new partnerships? If yes, please describe the partnership(s) and the impact on the Town's efforts.

4. If there were any major variances in the anticipated expenditures as compared to the approved budget submitted in the Town's application, please describe what changed.

5. How many individuals are served by the Foundation that will be impacted by the Project?

6. Please provide pictures and/or design plans of the Project.

_____ _____

Town Manager **Date**

DRAFT

EXHIBIT D

LEGAL DESCRIPTION OF THE PROPERTY
(to be inserted)

DRAFT

EXHIBIT E

FORM OF SPECIAL WARRANTY DEED
(to be inserted)

DRAFT

EXHIBIT F

CERTIFICATE OF REVERTER
(to be inserted)

DRAFT

MEETING DATE: July 28, 2026

STAFF PERSON RESPONSIBLE: Dirk Zender, Real Property Acquisition Specialist II

DESCRIPTION: Acceptance of Grant of Easement from Highlands Ranch Metropolitan District to Accommodate Traffic Signal Facility Improvements Associated with the Highlands Ranch Parkway (Broadway to Burntwood) Reconstruction Project; Douglas County Project No. CI 2026-005.

SUMMARY: Douglas County (the "County") is currently constructing the Highlands Ranch Parkway (Broadway to Burntwood) Reconstruction Project (the "Project") to improve traffic operations and reduce maintenance costs. The Project consists of removing and replacing the existing concrete roadway pavement section, curb and gutter, sidewalk and pedestrian curb ramps along Highlands Ranch Parkway between Broadway and Burntwood Way. Project work will also include installing a new traffic signal at the Highlands Ranch Parkway & Ridgeglen Way Intersection and upgrading the traffic signal at the Highlands Ranch Parkway & Burntwood Way Intersection. In order to construct and maintain the traffic signal at the Highlands Ranch Parkway & Ridgeglen Way Intersection, the County needs to acquire a right-of-way easement from a tract of real property owned by Highlands Ranch Metropolitan District ("HRMD"). County staff has discussed the Project improvements with HRMD and reached agreement on the acquisition of the easement interest.

RECOMMENDED ACTION: Staff recommends the BCC approve the Easement and authorize the Chair to execute and record the Easement.

REVIEW:

Kristina Mann	Approve	7/14/2026
Jeff Garcia	Approve	7/21/2026
Christie Guthrie	Approve	7/21/2026
Doug DeBord	Approve	7/21/2026

ATTACHMENTS:

Cover Page
HRMD Esmnt for HRP & Ridgeglen Way Trafiic Signal

DOUGLAS COUNTY
COLORADO

www.douglas.co.us

MEETING DATE: July 28, 2026

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Christie Guthrie	Approve	7/21/2026
Doug DeBord	Approve	7/21/2026

ATTACHMENTS:

HRMD Esmnt for HRP & Ridgeglen Way Trafiic Signal

GRANT OF EASEMENT
(Traffic Signal at E Highlands Ranch Parkway and Ridgeglen Way)

THIS GRANT OF EASEMENT ("Grant of Easement") is given this _____ day of _____, 2026, by **HIGHLANDS RANCH METROPOLITAN DISTRICT**, a Colorado quasi-municipal corporation, whose address is 62 West Plaza Drive, Highlands Ranch, Colorado 80126 ("Grantor"), to the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 100 Third Street, Castle Rock, Colorado 80104 ("Grantee").

The parties hereby covenant and agree as follows:

1. Easement Property. The "Easement Property" shall mean the real property owned by Grantor and located immediately south of the intersection of E Highlands Ranch Parkway and Ridgeglen Way in the County of Douglas, State of Colorado, more particularly described on **Exhibit A**, attached hereto and incorporated herein.

2. Consideration. Grantor makes this Grant of Easement in consideration of the keeping by Grantee of the covenants and agreements herein contained.

3. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive traffic signal easement ("Easement") on, over, through and across the Easement Property for the purpose of constructing and maintaining a traffic control signal system and related improvements, including, but not limited to, traffic signal poles and supports, mast arms, signal heads, controller cabinets, pull boxes, electrical service lines and utility facilities (collectively the "Public Improvements").

4. Retained Rights of Grantor. Grantor reserves the right of ownership, use and occupancy of the Easement Property, insofar as said ownership, use and occupancy does not materially impair the rights granted to Grantee by this Grant of Easement.

5. Prohibited Uses. It is agreed that neither Grantor nor Grantee will take any action that would unreasonably harm the Easement Property in a manner that would impair the rights of the Parties described herein or the Public Improvements. Grantor shall be prohibited from working on, digging up or altering, in any manner, the Public Improvements within the Easement Property, unless specific written permission is obtained from Grantee. Except as provided for public utilities as provided below, Grantor shall not construct or install any structure or improvement on the Easement Property, including, without limitation, any building, hard surfacing improvements such as concrete or asphalt, fencing, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant or locate any tree, shrub, woody plant, nursery stock, garden, or other landscaping design feature on any part of the Easement Property without Grantee's prior written consent; however, such limitation shall not preclude the planting of grass and other natural or ornamental vegetation. Any unauthorized structures placed within the Easement Property by Grantor, or under Grantor's permission, may be removed by Grantee, provided, however, that prior to the removal of any such structure or improvement, Grantee will notify Grantor to allow Grantor the opportunity to remove or cure the same.

6. Permitted Utilities. Grantor and Grantee shall have the right to permit and allow the use of the Easement Property by third party public utility providers consistent with the rules, regulations and standards of the permitting Party. Grantee shall only permit additional utilities upon the written consent of Grantor. Grantor shall obtain the written consent of Grantee prior to granting any additional easements or other rights

to use the Easement Property, provided however, Grantee's rights granted hereunder are subject to any existing rights or privileges of third-parties. The Parties agree that they will not unreasonably withhold such consent, provided all such proposed uses or improvements shall be reviewed, approved, and inspected by the consenting Party in accordance with the Parties criteria, standards and regulations, as amended.

7. Right to Subjacent and Lateral Support. Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the construction, installation, operation, maintenance, repair, and replacement of the Public Improvements. It is specifically agreed that, except as provided in this Grant of Easement, Grantor shall not take any action, which would impair the lateral or subjacent support for the Public Improvements.

8. No Additional Uses. Grantee, its employees, authorized agents and contractors use of the Easement Area shall be for the sole and exclusive purpose of performing construction, maintenance and/or repairing the Public Improvements, and this grant of easement shall not be construed as a fee dedication of the Easement Area or a grant of uses beyond those contemplated herein, and the Parties shall take whatever steps may be necessary to avoid any such additional uses.

9. Removal of Equipment. Upon completion of the work authorized by this Grant of Easement, Grantee shall promptly remove all materials, debris and equipment utilized to perform the work from the Easement Property, including any construction equipment and materials staged and/or stored within the Easement Property, if any.

10. Mechanic's and Materialmen's Liens. Grantee shall not allow mechanic's or materialmen's liens to be placed on the Easement Property related in any manner to any activities by or through Grantee or its contractors pursuant to this Grant of Easement; and, if any such liens are placed on any portion of the Easement Property, Grantee shall promptly cause such liens to be discharged of record or bonded against as provided by law.

11. Compliance with Laws. Grantee shall cause all Work on the Easement Property to be performed in compliance with all applicable laws, rules, regulations, orders and other governmental requirements, including all Stormwater Management laws and regulations. Grantee acknowledges and agrees that it shall be responsible for obtaining and maintaining all necessary federal, state and local permits relating to water quality, erosion, drainage, sediment control, grading and stormwater discharge for the performance of the Work.

12. Insurance and Release. Grantee shall, at its sole cost and expense, require its general contractor to procure and maintain insurance coverage, naming Grantor as an additional insured, insuring against liability for injuries to persons and damage to or destruction of property arising out of this Grant of Easement. Grantee, for itself and those claiming through Grantee, hereby releases Grantor, its beneficiaries, and its respective commissioners, officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests, and invitees from any and all liability, loss, claims, demands, damages, penalties, fines, interest, costs, and expenses for damage that may arise from operations on, or use of, the Easement Property by Grantee and its agents, assigns or contractors.

13. Environmental. Grantee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Easement Property by Grantee, its agents, employees or contractors, except those customarily used in typical amounts with regard to the equipment required to perform the Work. Without limiting the foregoing, if the presence of any Hazardous Material on the Easement Property caused or permitted by Grantee results in any contamination of the Easement Property, Grantee shall promptly take all actions, at no expense to Grantor, as are necessary to return the Easement Property to the condition existing prior to the introduction of any such Hazardous Material to the Easement Property, provided that Grantor's

approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Easement Property. As used in this Grant of Easement, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of Colorado or the United States.

14. General Provisions.

a. Controlling Law. The interpretation and performance of this Grant of Easement shall be governed by the laws of the State of Colorado.

b. Severability. In the event any of the provisions of this Grant of Easement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either Party fail to enforce a specific term of this Grant of Easement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

c. Entire Agreement. This Grant of Easement sets forth the entire agreement of the Parties with respect to the Grant of Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Grant of Easement, all of which are merged herein.

d. No Third Party Beneficiaries. This Grant of Easement is entered into by and between Grantor and Grantee, is solely for the benefit of Grantor and Grantee and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond Grantor and Grantee.

e. Amendment. Any amendment shall be in writing and signed by both Parties.

f. No Waiver of Governmental Immunity. The Parties, their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended.

g. Appropriations. Any financial obligations of the Parties shall extend only to monies duly and lawfully appropriated and budgeted by Grantor and encumbered for the purpose of this Grant of Easement, pursuant to § 29-1-110, C.R.S., as amended.

h. Venue. Venue for any action hereunder shall be in the district court of the County of Douglas, State of Colorado.

i. Recitals. All recitals are hereby incorporated into the Grant of Easement.

j. Counterparts. This Grant of Easement may be executed in two (2) or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

k. Successors and Assigns. This Grant of Easement shall extend to and be binding upon the heirs, successors and assigns of the Parties hereto and shall run with the land.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Grant of Easement on the date set forth above.

GRANTOR:

HIGHLANDS RANCH METROPOLITAN DISTRICT,
a Colorado quasi-municipal corporation

By: Ryan Edwards
Name: Ryan Edwards
Title: Director of Public Works

DARLENE MCCORMACK SCHOW
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244014483
MY COMMISSION EXPIRES APRIL 15, 2028

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 2 day of July, 2026, by Ryan Edwards as Director of Public Works of Highlands Ranch Metropolitan District.

My commission expires: 4-15-2028.

Witness my hand and official seal.

Notary Public

GRANTEE:

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO

Attest

BY:_____
GEORGE TEAL, Chair

By:_____
Hayley Hall,
Deputy Clerk to the Board

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by George Teal, as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado and Hayley Hall as Deputy Clerk to the Board.

My commission expires:_____

Witness my hand and official seal.

_____
Notary Public

EXHIBIT A
LAND DESCRIPTION
SHEET 1 OF 2

An area of land being a portion of TRACT A, HIGHLANDS RANCH FILING NO. 103-B recorded at Reception Number 9236338, Douglas County Clerk & Recorder, being located in the northeast quarter of Section 10, Township 6 South, Range 68 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows:

Commence at the Northeast quarter of said Section 10; thence, South 44°13'44" West for 1880.15 feet to the most easterly corner of said TRACT A; thence along the North line of said TRACT A, North 63°45'11" West for 576.97 feet to the POINT OF BEGINNING; thence departing said North line, South 26°14'49" West for 7.50 feet; thence, North 63°45'11" West for 104.90 feet; thence, North 26°14'49" East for 7.50 feet; thence along said North line of said TRACT A, South 63°45'11" East for 104.90 feet to the POINT OF BEGINNING.

Said area of land contains 787 square feet which equates to 0.018 acres, more or less.

The Basis of Bearings are grid and based within the Colorado State Plane Coordinate System of 1983, Central Zone. Creating a bearing along the North line of the northeast quarter of Section 10 of, North 89° 41' 34" West for 2,631.52 feet between a found 3.25" brass cap stamped DWD LS 16398 1982 on the East end and a found 2.5" aluminum cap stamped NOLTE PLS 28656 1998 on the West end.

On behalf of Olsson,

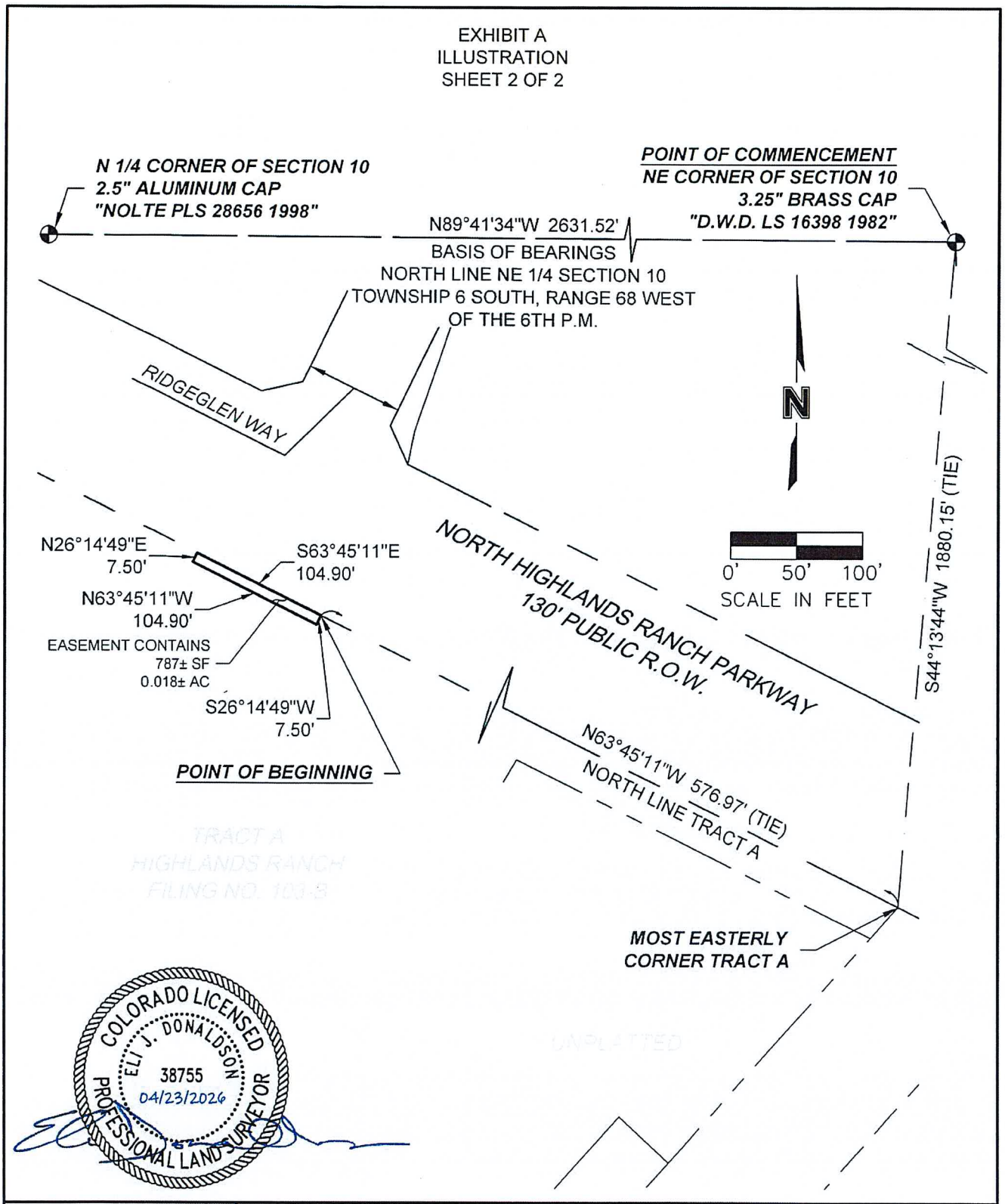
Eli J. Donaldson,
Colorado Professional Land Surveyor
License Number: 38755

Surveyor Notes:

1. This Legal Description and Sketch is not a Land Survey Plat.
2. The scope of this document is to describe and graphically depict a particular area of land.
3. This document which contains 2 pages is not valid without the seal and signature of the licensed surveyor noted hereon.

PROJECT NO: 025-03974 DRAWN BY: JFT DATE: 04/23/2026	LAND DESCRIPTION	olsson 1525 Raleigh Street Suite 400 Denver, CO 80204 TEL 303 237 2072	PAGE 1 of 2

EXHIBIT A
ILLUSTRATION
SHEET 2 OF 2



COLORADO LICENSED
ELI J. DONALDSON
38755
04/23/2026
PROFESSIONAL LAND SURVEYOR

PROJECT NO: 025-03974	ILLUSTRATION	olsson	1525 Raleigh Street Suite 400 Denver, CO 80204 TEL 303.237.2072	PAGE
DRAWN BY: JFT				2 of 2
DATE: 04/23/2026				

MEETING DATE: July 28, 2026

DESCRIPTION: County Manager Report.

ATTACHMENTS:

Cover Page
County Manager Report 7.28.26

MEETING DATE: July 28, 2026

DESCRIPTION: County Manager Report.

ATTACHMENTS:

County Manager Report 7.28.26

TO: The Board of County Commissioners
FROM: Douglas J. DeBord, County Manager
DATE: July 28, 2026
RE: **County Manager Report**

Sheriff's Office

- **Advancing Public Safety** - At their Tuesday, July 14, Business Meeting, the Board of County Commissioners voted to approve funding for new public safety technology to support the Douglas County Sheriff's Office.

The **$1.9 million agreement** with Axon Enterprises includes their Skydio Drone as First Responder and Axon Outpost technologies. **Drone technology** will provide rapid aerial assessments for priority calls, search and rescue missions and wildfire response while improving responder safety. The technology is designed to **improve response times**, reduce unnecessary patrol responses and support investigations. The technology will **operate under strict privacy policies** that limit its use to specific incidents—not general public surveillance.
    - License plate reader data will be automatically deleted after 30 days unless it is associated with an active criminal investigation.
    - Quarterly audits will be conducted to ensure compliance with department policies and Colorado law.

- **Mobilizing Search and Rescue** - At their Tuesday, July 14, Business Meeting, the Board of County Commissioners voted to **approve $223,000 in funding to support Douglas County Search & Rescue**. The approved funding includes $175,000 for a new mobile command post and the organization's 2026 annual support contribution of $48,000.

The current command post has reached its operational limits and can no longer safely carry needed equipment or support extended incident management. The replacement vehicle will provide additional capacity for communications equipment, lifesaving supplies and workstations to manage multiple search and rescue teams during complex incidents. A generous donor funded 50% of the $350,000 project, with the remaining half previously budgeted by the Douglas County Sheriff's Office. The vehicle was delivered in late May after an approximately 15-month build. (*Douglas County Search & Rescue's old mobile command post (pictured left) and their new command post - pictured right)*

Office of Emergency Management

- Staff participated in the L-962 All Hazards Planning Section Chief course in Golden, CO, further strengthening our capacity to address emergencies. Currently, we are assisting Ouray County with a resource request for an EOC Manager at their Emergency Operations Center, contributing to both wildfire and flooding response and recovery efforts.
- We have completed monthly EOC training focused on logistics and resource requests.
- Held our quarterly Emergency Management Coordination Group meeting, which was well attended by many of our partners both locally and at the state.

- Staff supported a State of Colorado Resource Request for the Aspen Fire, providing assistance at the Pueblo County Animal Shelter located at the Colorado State Fairgrounds. This deployment was met with sincere appreciation from both Pueblo Emergency Management and the State OEM office. Staff continues to offer daily support through briefings and expert guidance.
- Ongoing work includes the development and implementation of evacuation zones throughout Douglas County and its municipalities.
- Actively working to update and improve OEM plans and continue progress on the EOC upgrade project. Douglas County Helitack was requested and responded to several grass fires in both Douglas and Elbert Counties, aiding in containment efforts.

(Photos left to right: Chaparral fire in Elbert Co on 7/9/26, Sedalia fire on Core Electric's property on 7/1/26, I-25 and Castle Pines Pkwy fire on 7/5/26)

Community Services

- **Community generosity ensures continued support for those experiencing homelessness -** The compassion of our community continues to make a difference in the lives of people in Douglas County who have fallen on hard times. Douglas County's Homeless Engagement, Assistance and Resource Team (HEART) received a $2,500 donation from St. Philip Lutheran Church in Littleton, which will be directly used to help outreach efforts in our community.

Funds may be used for needs such as transportation, supportive services and other assistance to help those experiencing or at risk of homelessness. Visit our webpage to learn about the successful work of HEART this summer and how you can connect with the team.

Activity Report for July 10 – July 23, 2026

- **Link On Demand set to expand into Castle Rock this summer -** Whether heading to work, a doctor's appointment, the grocery store or dinner with friends, Castle Rock residents will soon have a new transportation option—and many other Douglas County residents will have more destinations. Riders will be able to request a ride to and from Castle Rock beginning Friday, July 31.

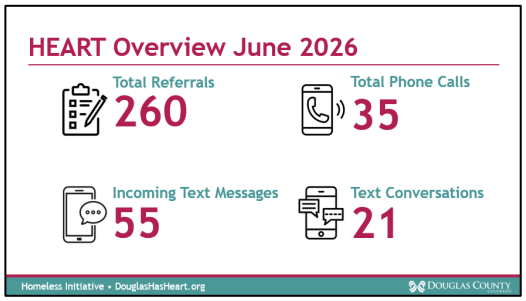
At their regularly scheduled Business Meeting on July 14, the Board of Douglas County Commissioners voted to approve a contract for $1.9 million to expand the Link On Demand service south into Castle Rock. Funding for the program will come from the Road and Bridge Sales and Use Tax revenue allocated for Transit and Mobility projects. The Town of Castle Rock will contribute $400,000 toward services in its town. Visit our webpage to explore the current Link On Demand service area, download the app and to book a ride.

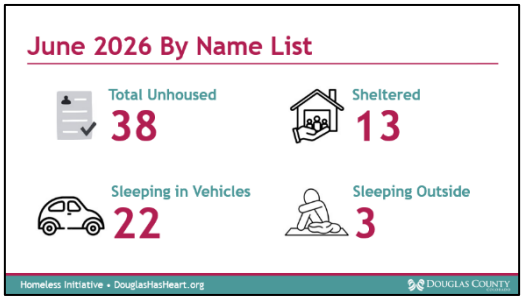
Projects or Grants

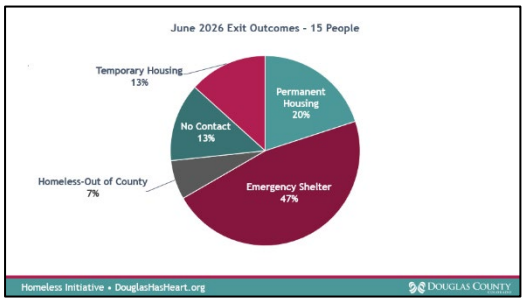
- **Denver Regional Council of Governments (DRCOG) Area Agency on Aging (AAA) Grant –** The Board of County Commissioners approved the DRCOG AAA grant contract for older adult services and assisted

transportation at the July 14 Business Meeting. The total grant award, including matching funds is $798,151, which will provide assisted transportation, chore, homemaker and personal care services to older adults in Douglas County between July 1, 2026 through June 30, 2027. Douglas County subgrants funding to local providers, including ACASA Senior Care, Aging Resources of Douglas County, Castle Rock Senior Activity Center and Home Instead, which deliver services to older adult residents.

- **June 2026 HEART Report:**







Outreach and Engagement:

- **4-H Project –** HEART recently received a generous donation from a local 4-H member, Rebecca, who wanted to support vulnerable residents in Douglas County. She wanted her contribution to make a meaningful impact, and assembled snack bags filled with water, granola bars, fruit snacks, and protein bars. Rebecca's mother contacted HEART, and together they delivered 20 thoughtfully prepared bags. These donations will be shared with participants during the Summer Point in Time (PIT) Count on July 27, helping ensure unhoused community members have access to needed nourishment and care.

Douglas County Youth Initiative (DCYI):

- **La Liga Summer 2026** – Youth Initiative staff participated and collaborated with Nueva Vida Church in Parker in the La Liga soccer program. Matt Kilian, Youth Initiative WrapAround Navigator, participated as a coach and mentor for the youth program. The Youth Initiative sponsored the league providing a jersey for each youth participant. In total 72 youth signed up to learn about soccer, sportsmanship, teamwork, and respect among other values. Matt, coached the high school team that won the end of season tournament. Each youth on the winning teams for the middle school (pictured above left) and high school divisions received a trophy and a mini replica soccer ball of those used at the FIFA Men's World Cup.

Parks and Recreation

Parks Programming

- **Synthetic Turf Replacement -** The synthetic turf replacement at the West Fields at Highland Heritage Regional Park is progressing as we enter the third week of work. The old turf has been removed, and the subgrade has been laser leveled. Field F, which has primarily been used for football and lacrosse practices

and games, will have the new turf laid down by the end of the week, with football and lacrosse, and the addition of soccer lines, installed. Installation of the new synthetic turf on Field E will begin next week. This project will be completed by July 31st.

- **Rueter-Hess Recreation**
  - **Dive Rescue Training Enhances Public Safety at Rueter-Hess Reservoir -** On July 20, 22, and 24, Park Rangers partnered with South Metro Fire Rescue to host dive rescue trainings at Rueter-Hess Reservoir. Six dive teams practiced coordinated responses to water emergencies, reviewed communication protocols, and conducted simulated rescue scenarios.

    This collaborative training strengthens emergency preparedness, improves coordination among first responders, and helps ensure a faster, more effective response to water emergencies, enhancing safety for everyone who visits the reservoir.

Strategic Solutions

- **Meet Your New Intern: AI Literacy Training Is Coming to Douglas County** - If you could hand off one task on your to-do list tomorrow, what would it be?
  - ✓ *Writing meeting notes?*
    - ✓ *Drafting emails?*
      - ✓ *Building the first version of a presentation?*

New AI tools can help.
Coming soon, Douglas County employees will have access to a new AI Literacy Training Program focused on practical ways to use tools like Microsoft Copilot and ChatGPT in day-to-day work. Whether you're curious about AI, skeptical of the hype, or already using it, the training is designed to meet you where you are.

What you'll learn
Training sessions will focus on the work you're already doing, such as:
- Drafting emails and documents

- Summarizing meetings and reports
- Working with information in Excel
- Creating presentations
- Using AI tools in Outlook, Word and Teams
- Understanding what information should and shouldn't be entered into AI tools

You'll leave with examples, prompts, and techniques you can start using right away.

Stay tuned for information on how to register.

Help shape the program. Before training begins, we're asking employees to complete a short survey to help us understand how AI is currently being used across the organization and where employees need the most support.

Your honest answers, especially where you're unsure, hesitant, or just haven't had the bandwidth to dig into AI yet, are exactly what will help us build a training program that fits where Douglas County teams are today. **Take the survey.**

Open Space and Natural Resources

- **Ribbon Cutting at the Historic Evans Homestead at Lincoln Mountain Open Space -** Historic Preservation (HP) completed restoration of the historic Evans Homestead at Lincoln Mountain Open Space—one of Douglas County's oldest homesteads dating back to the 1870's. Emergency stabilization began in 2020 and was completed in 2023, with restoration efforts including foundation repairs, new exterior siding, windows, and a new shingle roof. Open Space and Natural Resources (OSNR) worked with HP to construct a new 1.74-mile round-trip trail connecting the Palmer Divide Loop to the homestead, providing public access to the site.

The project was celebrated with a ribbon-cutting ceremony on Saturday, July 18, providing a great opportunity for the public to experience the new trail and view the Homestead restoration work, interpretive signage, and historic artifacts found at the site. This collaboration between the Community Development Dpt, OSNR, and the Communications and Community Engagement Dpt preserved an important historic landmark for the community to enjoy for years to come.

- **Annual Conservation Easement Monitoring with Douglas Land Conservancy -** During the first two weeks of July, Douglas Land Conservancy (DLC) staff conducted their annual monitoring of conservation easements on Open Space properties. Open Space and Natural Resources (OSNR) Land Management Specialists/Rangers accompanied DLC staff to provide site access and assist with monitoring activities.

DLC holds conservation easements on 21 Open Space properties, protecting approximately 15,000 acres. These perpetual agreements preserve the natural, historic, cultural, and scenic resources of each property. A baseline assessment is completed when an easement is established, documenting existing site conditions

and conservation values. Annual monitoring compares current conditions to the baseline to ensure the easement terms continue to be met.

OSNR has received successful annual monitoring reports from DLC for more than 20 years, reflecting the department's continued commitment to conservation and employing land management practices that uphold these values.

Public Works

- **Planning for US 85 and Titan Road** - At their Tuesday, July 14, Business Meeting, the Board of County Commissioners voted to approve a Public Contract for Services with RS&H for design of the Titan Road & US 85 Interchange Project.
    - The approved contract with RS&H for design services is **not to exceed $4.5 million**.
    - **Design work includes** traffic modeling, environmental review, utility investigations, interchange concept development and **plans to widen US 85** from Highlands Ranch Parkway to Titan Road.
    - The project will develop solutions to **improve safety, reduce congestion and accommodate growth** in the Chatfield Basin, including Sterling Ranch and the future Zebulon Regional Sports Complex.
    - **RS&H was selected** through a competitive procurement process that included proposals from five engineering firms. The committee, made up of four Douglas County engineers and two Colorado Department of Transportation staff, evaluated proposals based on qualifications, project approach, experience, schedule and scope of services.

  As this project moves forward, your input will be valuable. Use the button below to sign up for email updates by selecting the **'Road Work / Cone Zone' option**. Sign up for updates

- **Do you travel Grigs Road between Castle Pines and Highlands Ranch? Douglas County wants your feedback** as final design begins for Phase 2, which will improve the last remaining one-mile gravel segment of the corridor.

The project will enhance safety, improve regional connectivity, add a shared-use trail and replace the gravel roadway with pavement. Construction is anticipated to begin in 2027. Review the proposed improvements and **share your comments through the virtual open house by July 30**. Your feedback will help inform the project's final design before construction begins. Learn more and share feedback

Activity Report July 12 – July 25, 2026

Active Projects (Cone Zone Webpage)

- **Hilltop Road (Legend High School to Crest View Drive) Improvements Project** – For segment 1 of this project, construction began on April 16, 2025. The construction contract was awarded to Elite Surface Infrastructure on April 8, 2025. The project consists of widening and reconstructing Hilltop Road and Singing Hills Road corridors in three phases. There will be intermittent lane closures and some traffic impacts. However, most of the work is outside of the roadway.The project has a 16-month completion date and is anticipated to be finished in September 2026. Roundabout Rendition/Map

  Upcoming traffic shift – In early August, crews will shift the remainder of traffic on old Hilltop Road to new Hilltop Road between the easternmost end of the project and Hassedt Lane. Traffic will shift to the north and all traffic will travel through the roundabout at Crestview Drive. This shift is tentatively scheduled for July 30, but these dates are subject to change based on progress.

Phase 2 of construction is anticipated to begin in 2027; and will take 9 to 12 months to construct. Phase 3 of construction is anticipated to begin in 2029 (pending funding); and will take 12 to 18 months to construct.

- **Highlands Ranch Storm Sewer Project:** Douglas County will be UV Lining a 60" storm sewer at 8664 Quebec Street, which is the signalized intersection for the shopping centers south of Business Center/Park Meadows Drive starting next week. The bike lane on the northbound lanes will be closed between Chestnut Hill and the shopping center access (Kohls) will be impacted.

- **Highlands Ranch Parkway Reconstruction Project** – Douglas County began reconstructing Highlands Ranch Parkway between Broadway and Burntwood Way in June 2026. The roadway, originally built in the early 1980s, has reached the end of its useful life, making full reconstruction the most cost-effective solution.

The project will improve safety, accessibility and long-term durability by replacing pavement, curb, gutter and sidewalk; adding a new raised median; upgrading ADA curb ramps; installing a new traffic signal at Ridgeglen Way; and replacing the signal at Burntwood Way. Construction is expected to end early October.

The project is fully funded through Douglas County maintenance funds. Castle Rock Construction Company of Colorado, LLC will serve as the contractor, with a project cost of $6,579,818. Visit our webpage to learn about impacts and how to stay up to date on the project for the duration of the work. (Ridgeglen Way Closure Alternate Neighborhood Access)

- **Pine Drive/Pine Lane Improvements Project** - Douglas County is constructing improvements to Pine Drive and Pine Lane, between Inspiration Drive and Lincoln Avenue, in Parker. See the Project Corridor Map for details.

Update: Due to recent community feedback, the upcoming project improvements and related closures on Ponderosa Drive have been postponed until a revised plan is approved by Douglas County. Douglas County and the Pine Drive/Pine Lane Improvements Project team are reevaluating closure plans to ensure the safest, most efficient strategy is in place both for residents and construction crews. Confirmed plans will be shared later, prior to starting work or related closures. In addition, the Pine Drive closure, originally scheduled to start Monday, July 20, has been postponed.

- **I-25 Douglas County Monument Signs** – Cushing Terrell continues to work on the I-25 Monument Sign project. Cushing Terrell continues to work on the I-25 Monument Sign project. The targeted construction date is early fall. The design team is currently addressing the CDOT request for structural details on the RTD bridge sign. The south entry sign design is nearing completion and will next be submitted to CDOT for final review. Pending survey results, the south sign will likely require a review by FHWA. Recent coordination with CDOT indicates no design character changes are required, and CDOT approval is anticipated to be straightforward.

- **County Line Road Widening and Reconstruction (University to Broadway)** – Update: The eastbound right lane on County Line Road is closed between Broadway and Phillips Street to continue roadway construction. This lane closure will remain in place for approximately two months.

Douglas County is partnering with the Denver Regional Council of Governments, the City of Littleton and the City of Centennial to fund the project. The total construction cost is estimated to be approximately $30 million for budget planning purposes which includes contingency funds, construction costs and consultant engineering costs to provide project management, inspections, and material testing for the project.

This project will include an additional travel lane in each direction, a new traffic signal at the Clarkson Street/County Line Road intersection, a mill and overlay for the portion of the road within the City of Littleton located between Phillips Avenue and Broadway, as well as adding sidewalks. Construction started in September 2025. (**Project Fact Sheet**)

- **Crowfoot Valley Road and Macanta Boulevard Traffic Signal Project** - Douglas County will be installing a new traffic signal at the intersection of Crowfoot Valley Rd and Macanta Blvd to address traffic issues at this intersection. The construction of this project started on April 13, 2026, and is anticipated to be completed by August 6, 2026. The travel lanes on both Crowfoot Valley Rd and Macanta Blvd will be restricted to one lane in all directions, following construction, which began on May 4.

- **Highlands Ranch Pkwy Reconstruction, Broadway to Burntwood** – Castle Rock Construction Company of Colorado began construction on June 8th and is expected to end in early October. The project includes reconstruction of the pavement, curb and gutter along the corridor. Additionally, a new median will be constructed, new signals will be constructed at Highlands Ranch Parkway and Ridgeglen, and the signals at Burntwood will be replaced.

Crews have made tremendous progress on the project and will soon be ready to begin the next phase of construction. In late July, motorists can expect the next major traffic shift on the project. Traffic will shift into the newly paved westbound lanes of Highlands Ranch Parkway so crews can reconstruct the existing eastbound lanes. One lane of traffic in each direction on Highlands Ranch Parkway will be maintained at all times. Additionally, access to the Highlands Ranch Senior Center and Mountainview Christian Church will be maintained.

- **Dakan Road Bridge Replacement Project** – Coming soon. Douglas County Engineering staff is currently completing design for the replacement of the Dakan Road Bridge. This project consists of demolition of the existing structure and replacing 151 feet of bridge over West Plum Creek, as well as 1,750 feet of roadway improvements. The project includes removal and replacement of the present structure, hot mix asphalt, erosion control, site restoration, traffic control as well as other roadway items. The proposed structure will be built to the north of the existing structure, thereby allowing the existing structure to remain open to the traveling public and emergency service vehicles during construction. The anticipated construction start date is late spring/early summer 2026.

- **Highlands Ranch Fiber Improvements** - Several utility companies — CenturyLink/Lumen, Comcast, Google and BAM Broadband — are independently installing new or upgrading existing fiber optic networks throughout Highlands Ranch as part of broader broadband expansion efforts. Construction associated with these projects is expected to continue through spring 2027.

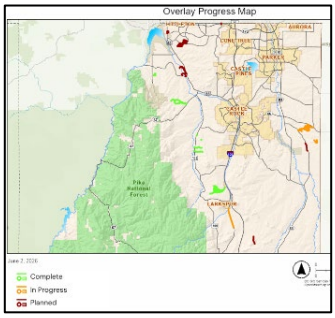
While Douglas County is not responsible for these installations, the County has established a fiber information hotline and email to help residents identify the correct utility provider when questions or concerns arise regarding construction, repair or maintenance activities. These include:

- Connecting residents with the correct utility company contact when they have questions about fiber construction, repairs or maintenance occurring in their area.
- Addressing communication gaps when residents are unable to obtain information directly from the providers, ensuring the public has access to the most current and accurate information available.

- **Jones Road** – Matrix Design Group was selected as the design consultant for the Jones Road project. The project includes asphalt paving of the roughly 3-mile road as well as drainage improvements. The project will be constructed in phases. Staff are reviewing the 90% plans for phase one while Matrix continues to work on phase two. Final design for the remainder of the project is expected by the end of the year.

- **2026 Sidewalk Repair Project** - If sidewalk or concrete repairs are needed, the first phase will consist of these repairs, which will be performed by the County's sidewalk repair contractor. Sidewalk repairs usually take between 2 and 4 weeks per neighborhood; work on a single block will generally take 3 to 4 days. For a specific list of 2026 Projects, please see the **webpage.** Construction dates will be updated on each Project's map link, once the schedules are determined.

- **2026 Pavement Management Projects** - The contracted work is complete, and the contractor is working on partnership projects with the County traffic department. The week of July 8th a new median extension is being constructed on Lincoln Avenue at Cottoncreek Drive. The week of July 13th a speed cushion pilot project will be constructed in the Tallman Gulch subdivision.



- **The 2026 Asphalt Overlay Project** was awarded to Martin Marietta Materials, Inc. Construction began on April 20 and is anticipated to be completed in August. Work continues on Russellville Rd, Furrow Rd and in the Indigo Hills neighborhood.

- **2023 Bannock LID** - FirstBank withdrew their offer to fund the Bannock LID. The County will send out a new request for proposals for financing in July. The design team is still working on completing final design and specifications for bidding. (Design work performed in advance of finalizing financing will be reimbursed to the County by the lender as part of the construction loan.)

- **2023 Spring Canyon LID** – FirstBank withdrew their offer to fund the Spring Canyon LID. The County will send out a new request for proposals for funding to private lenders in July. The design team is still working on completing final design and specifications for bidding. (Design work performed in advance of finalizing financing will be reimbursed to the County by the lender as part of the construction loan.)

- **Country Club Group 10 LID** - FirstBank withdrew their offer to fund the Country Club (Group 10) LID. The County will send out a new request for proposals for financing in July. TST Infrastructure has received survey data but is not moving forward with the design. (Design work performed in advance of finalizing financing will be reimbursed to the County by the lender as part of the construction loan.)

- **Grigs Road Paving Project – Phase 2** - RS&H was selected as the design consultant for phase 2 of the Grigs Road project. Phase 2 will start where phase 1 ends, near the East-West Trailhead Parking Lot and will continue north onto the existing concrete road. The project includes realignment of the road, drainage improvements, a parallel pedestrian trail, and asphalt paving. The consultant has developed concept-level designs for the roadway and adjacent trail. **A virtual open house is now live** and will be used to share the concept designs and solicit feedback from the public. Survey and geotechnical work continue. This project is scheduled to be constructed in 2027.

- **Quebec and Park Meadows Dr Intersection Improvements** – This project will make quick improvements to the intersection by refreshing the pavement markings and adding signage. The final design of the larger construction project has started with Basis Partners. All data collection is complete, and Basis Partners anticipated beginning design this month. Construction is planned for 2028.

Development Review

- **Sterling Ranch Filing #7-C**: Three sons Construction is installing storm infrastructure (DV #2024-410). (Pictured far right)

- **Chambers Reservoir Remediation**: ESI is installing a driveway apron and a vehicle protection wall (DV #2019-158). (Pictured near right)

- **Canyons Filing #5:** Clyde Construction is installing manholes and inlets at the Canyons Subdivision (DV #2021-287). (Pictured near right)

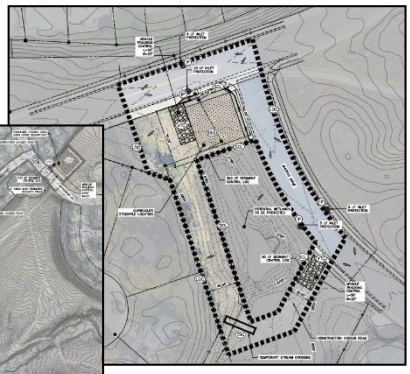
- **5675 Delva Way – GreenWorks Biochar Facility** - Bauen Studios is installing storm sewer pipes (DV #2026-145). (Pictured far right)

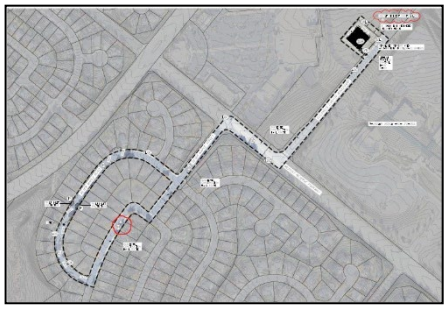
- **Piney Lake Trails Subdivision -** Claystone Construction is installing storm sewer infrastructure and and a trickle channel (DV #2022-517). (Pictured near right)

- **Pinery Water & Sanitation -** Timberwolf Construction is installing waterlines at Pump Station #7 (DV #2025-566). (Pictured far right)

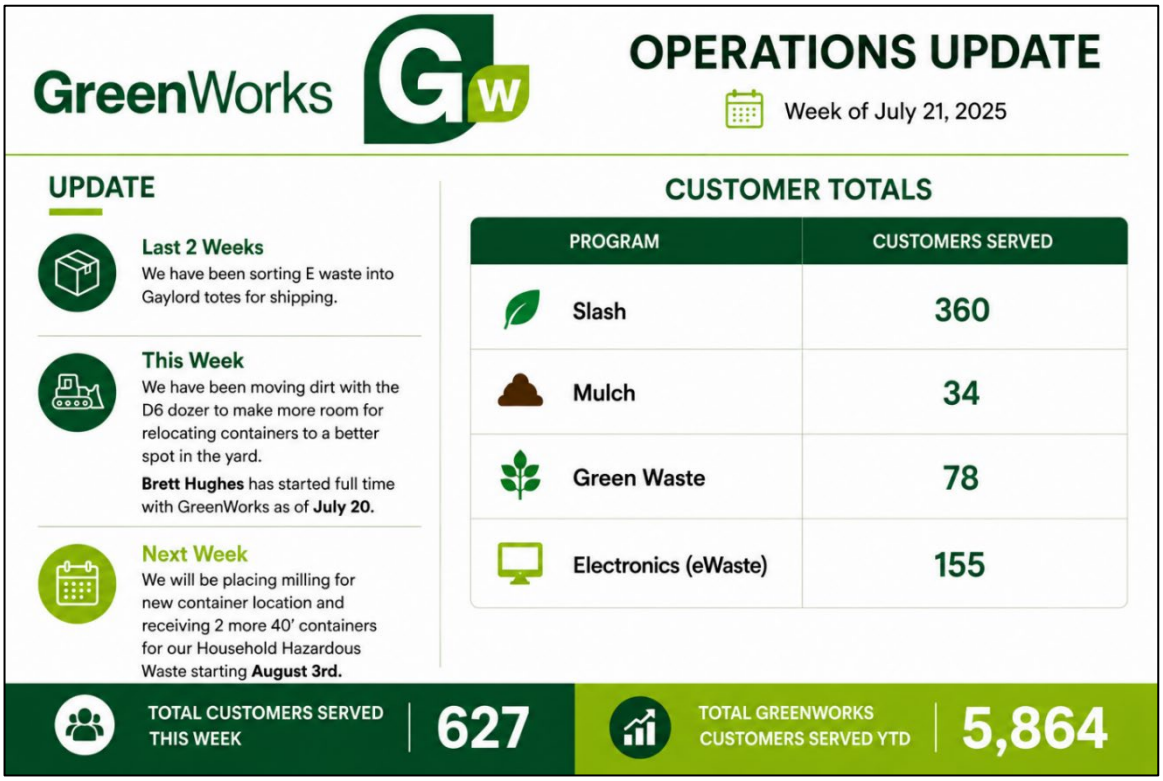
- **Highlands Ranch Water Projects (DV2026-318) -** Three separate GESC Permits were issued for water and sanitary sewer replacements. Brannan Construction Company (Highlands Ranch Water's contractor) is submitting traffic control plans for necessary lane closures.

- **Gleneagles Sanitary Sewer Replacement** (Pictured right)
- **Shadow Mountain Waterline Replacement** (Pictured below center)
- **Silver Maple Waterline Replacement** (Pictured below left)



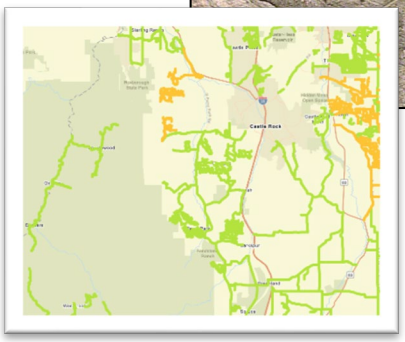


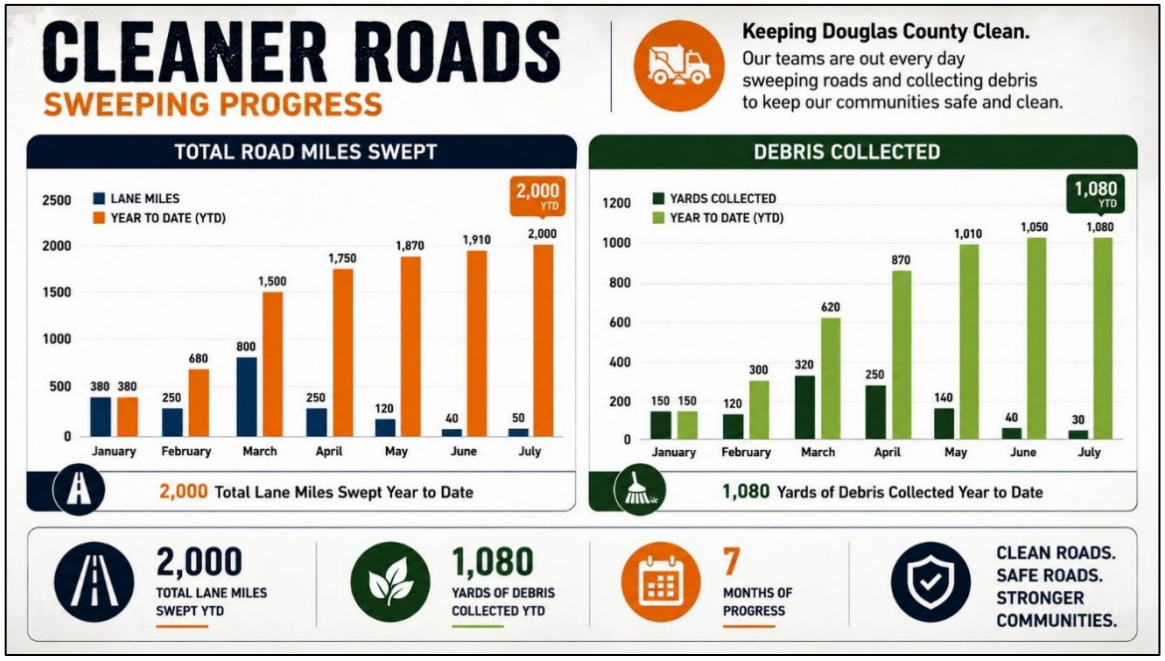
Operations



- **Culvert Inspections**: 520 have been completed so far in 2026. In this reporting period 37 inspections were performed with 3 found to be in excellent condition, 11 were good, 13 were considered fair, 9 were poor and 1 was in severe condition.

- **Summer Mowing Activities:** Staff are giving careful consideration to the extremely dry and highly flammable grass conditions and taking necessary precautions to reduce the risk of wildfire, which is reflected in the current program statistics.
  - Completed: 618 of 2,474 mowing segments
  - Overall Progress: 25% Complete





Traffic

- **Special Events:** The Traffic Division is responsible for administering and processing Special Event Permits in unincorporated Douglas County for events that occur on or near county roadways, which may impact the transportation system due to the activity type or number of participants attending the event, and potentially increase traffic congestion. Applications are received year-round. However, the season for most of these permitted events starts in March and goes through the end of November. On average, we approve and issue approximately 25 permits per year, with most events returning from previous years. **Additional details for Special Event Permits**

Community Development

- **Douglas County launches collaborative effort to secure long-term water future -** The 2050 Comprehensive Douglas County Water Plan brings together local water providers, community members, and regional partners to better understand current water demands and plan for future growth. Public input is a key part of the process, and the draft plan is ready for your input. Visit our webpage to view the draft Plan, share your feedback, and attend a public open house.

Activity Report July 8 – July 21, 2026

- **Expanding Business Potential** - Commissioner Kevin Van Winkle joined Titan Development, the Douglas County Economic Development Corporation and members of the Parker Town Council this week to celebrate the groundbreaking of Compark470 near Compark Boulevard and Chambers Road in Parker.

The two-building development will bring approximately 133,000 square feet of industrial space designed for manufacturing, logistics and other growing businesses. Once complete, Compark470 will support new jobs, attract private investment and strengthen Douglas County's economy by creating more opportunities for businesses to grow.

Facilities, Fleet and Emergency Support Services

- **Saddle up again: Developmental Pathways and Douglas County Fair & Rodeo return with the Unbridled Rodeo — a fully accessible western celebration.** Developmental Pathways (DP), in partnership with the Douglas County Fair & Rodeo, is thrilled to bring back the Unbridled Rodeo, a free, fully inclusive, family-friendly event for individuals with disabilities and their loved ones!

Now in its second year, this one-of-a-kind experience returns on Wednesday, July 29, 2026, to the Indoor Arena at the Douglas County Fairgrounds (500 Fairgrounds Dr., Castle Rock, CO, 80104). The event is held as part of Disability Awareness Day, welcoming guests of all abilities to experience the thrill and camaraderie of the rodeo. Visit our webpage to learn more and to sign up to participate.

Douglas County Fairgrounds and James R. Sullivan Events Center

- **Fairgrounds Events**: Roaring Fork Kennel Club Dog Show, Plum Creek Farmers Market, Royalty Practice, 4-H County Shoot Archery, 4-H Written Test, 4-H Shooting Sports Awards Banquet, 4-H Livestock Written Test, 4-H Exhibit Day, GOP Breakfast, Royalty Contest, Hometown Rodeo

- **Event Spotlight:** The Douglas County Fair & Rodeo's Hometown Rodeo kicked off this year's Fair season by showcasing the talents of local competitors in events including barrel racing, pole bending, cowhide races, and a variety of roping competitions, giving hometown cowboys and cowgirls the opportunity to shine in front of family, friends, and the community. Held as a standalone event ahead of the Fair, the Hometown Rodeo once again demonstrated the strong interest and enthusiasm for amateur rodeo while providing an exciting preview of the action to come.

This year's event delivered encouraging results, with competitor entries remaining on par with last year despite moving the event up by one week. Hosting the Hometown Rodeo as the only event on the Fairgrounds proved to be a significant operational success, allowing Fair and Rodeo staff to focus exclusively on the competition while creating a more relaxed and enjoyable experience for participating families. The additional space and simplified logistics created new opportunities for the event to continue growing in the years ahead.

The positive feedback extended well beyond the arena. Food and beverage vendors reported strong sales and expressed appreciation for the event, while competitors, families, volunteers, and spectators shared numerous compliments about the overall experience. The combination of strong participation, streamlined operations, satisfied vendors, and enthusiastic community support reinforces the Hometown Rodeo's growing role as a signature kickoff event for the Douglas County Fair & Rodeo and positions it for continued success.

Facilities:

- **Justice Center**
  - 911 data room UPS replacement: 95% complete
  - Courtroom 7 & 8 lighting replacement: 15% complete
  - 2nd Floor DA & Probation carpet replacement: 90% complete

- **LED lighting conversions**
  - Operations: 70% complete
- **Lansing Point**: Phase II: 99% complete
- **Operations Office Build-Out – Rooms 104/104A**: 99% complete
- **Plum Creek VSO remodel - North side Vets**: 79% complete
- **PMC**: Clerk & Recorder Basement Training Area Remodel: 30% complete (pictured right)
- **PSM**: Parking garage gate arms and housing: 100% complete

Fleet

- **Recently Completed:**
  - In serviced units 2067 and 26027.
  - 2027 asset replacement budget submittal.
  - 2027 fleet operating budget submittal.
  - Biochar equipment rental agreement revisions.
  - Relocated Fuel Tank at EVOC. (pictured right)

- **Working On:**
  - 2026 asset acquisition specifications
  - Biochar facility equipment needs
  - Reviewing IFBs, RFQs, etc. that are due for renewal in 2026
  - DCSO Bearcat repairs
  - Emergency fuel dispensers for fuel sites.

- **Acquisitions:**
  - 2024 Asset Replacements & ADDs
    - Budgeted (69) – 5 at upfitter, 64 received.
  - 2025 Asset Replacements & ADDS
    - Budgeted (64) – 12 at upfitter, 52 received.
  - 2026 Asset Replacements & ADDS
    - Budgeted (68) – 6 in Progress, 31 on POs, 14 at upfitter, 17 received.

- **Safety and Security/Emergency Support Services:**
  - The Hazard Mitigation Plan is pending approval from the State. Following that approval, it will be sent to FEMA for review and approval. After that, each jurisdiction will adopt it, and finally, it will be presented to the Board of County Commissioners for adoption.

Information Technology

Information Technology continued advancing Douglas County's strategic priorities through major technology modernization efforts that improve government services, strengthen cybersecurity, expand responsible use of Artificial Intelligence (AI), and increase operational efficiency.

July Highlights

- Launched **ChatGPT Enterprise** as one of Douglas County's enterprise AI tools, helping employees work more efficiently and effectively while supporting the County's responsible use of artificial intelligence to enhance services for our residents. Supports BOCC Priority: County Services.
- Implemented **Microsoft Dynamics 365 Finance & Operations**, replacing the County's 23-year financial system with a modern enterprise platform that improves financial transparency, strengthens internal controls, standardizes business processes, and supports more informed decision-making. Supports BOCC Priority: County Services.

- Completed the **OpenGov GIS Portal Migration** for Traffic and Parks, improving the security, reliability, and long-term management of geospatial information while providing a stronger foundation for mapping applications that support planning, infrastructure, and natural resource management. Supports BOCC Priority: Historic & Natural Resources.
- Provided **technology suppor**t for the June Election, ensuring secure, reliable, and uninterrupted election operations across all voting locations. IT supported network connectivity, communications, reporting, and election systems throughout the election cycle, helping deliver a seamless voting experience for Douglas County residents while identifying operational improvements for the General Election. Supports BOCC Priority: County Services.
- Expanded the County's **cybersecurity awareness program**, providing employee training focused on recognizing and responding to phishing attempts and other cyber threats. These efforts strengthen the protection of County systems, safeguard sensitive information, and reduce organizational cyber risk. Supports BOCC Priority: County Services.
- **Launched the Recreation Opportunity Public Map initiative** to develop an interactive online map showcasing parks, trails, open spaces, and recreational amenities throughout Douglas County. The project will make it easier for residents and visitors to discover outdoor recreation opportunities and plan their visits. Supports BOCC Priority: Historic & Natural Resources.

Active Project & Initiatives

AI & Innovation

Project	Overview	Community Benefit
AI Content Information Updater	Pilot the use of AI to improve the accuracy and maintenance of information supporting Douglas County's public resource locator application.	Results from the pilot will help inform future data quality, automation, and resource management initiatives across the county.
AI for Geospatial Queries	Develop AI capabilities that enable users to interact with GIS data using plain language rather than specialized mapping tools.	Makes it easier for any user to quickly get useful information without specialized training.
AI for Stormwater Inspections	Leverage AI to analyze inspection photos, videos, and field notes to identify stormwater infrastructure issues more efficiently.	Improves infrastructure inspections, supports proactive maintenance, and reduces manual review time.
GreenWorks Technology Enablement	Implement a modern technology platform supporting GreenWorks recycling, waste diversion, sustainability, and BioChar operations.	Streamlines customer interactions, scheduling, and facility operations while supporting the County's environmental initiatives.
311 Services Modernization Initiative	Modernize the County's 311 services to provide residents with an easier, AI-assisted way to request services, report issues, and access County information.	Makes it easier for residents to connect with County services while improving response times, increasing transparency, and reducing manual processing.

Digital Government

Project	Overview	Community Benefit
County Website Refresh	Redesign and modernize the County's public website to improve navigation, accessibility, and online services.	Makes County services easier to find, improves accessibility, and enhances the online experience for residents and businesses.

Comprehensive Master Plan Interactive Map – Phase 2	Develop a public interactive map that allows residents to explore land-use and development information.	Improves transparency by giving residents easy access to land use and development information.
Zoning Statutes Codification	Modernize the County's zoning regulations by publishing them on a searchable online platform.	Makes zoning information easier for residents, developers, and County staff to access.

Business Systems Modernization

Project	Overview	Community Benefit
Creditron Cloud Upgrade	Transition the County's check scanning and payment processing to a cloud-based platform.	Sustainability project, moving off of legacy platform to modern cloud-based platform, improving long-term reliability and support.
County Attorney Case Management	Modernize case management by enhancing existing systems and implementing a civil litigation solution.	Improves operational efficiency, reduces manual processes, and supports compliance requirements.
Facility Dude Replacement	Modernize facilities operations by replacing multiple legacy systems with a single integrated platform for work orders, assets, inventory, and utilities management.	Improves management of facility work orders, assets, and utilities through a single integrated platform.
Geospatial Data Modernization	Modernize how the County organizes, manages, and shares enterprise map-based data.	Creates a more reliable foundation for mapping services and future GIS innovation.
GIS Portal Migration	Migrate County asset and inventory mapping data into the enterprise GIS Portal.	Improves data accessibility, information sharing, and operational efficiency.
Next-Generation Teams & SharePoint	Establish County-wide standards for collaboration and document management using Microsoft Teams and SharePoint.	Improves information sharing and collaboration across departments.
Community Justice Services Reporting	Establish a standardized reporting framework for Community Justice Services programs and outcomes.	Supports data-driven decisions, accountability, and public safety initiatives.

Technology Operations & Support

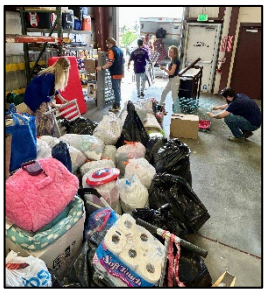
Project	Overview	Benefit
Lansing Point Phase 2	Install the technology infrastructure needed to support operations at the new Lansing Point facility.	Expands County services in northern Douglas County by supporting Human Services, Community Services, and Mental Health operations.
Douglas County Fair & Rodeo Technology Support	Provide technology infrastructure, connectivity, and operational support for the annual Fair & Rodeo.	Ensures reliable technology services for one of the County's largest community events.

Clerk and Recorder's Office

- **When County Clerk & Recorder teams come together, incredible things happen!** Pueblo County Clerk & Recorder, Candace Rivera, and staff partnered with the Douglas County Clerk & Recorder team to collect

donations and support neighbors impacted by the Aspen Acres Wildfire Disaster. From essential supplies to heartfelt generosity, this effort shows the true spirit of collaboration and care amongst county clerks.

Thank you to everyone who contributed, volunteered, and helped make a difference for families and members of our community in need. Donations will supply the Free Community Garage Sale on July 19, 2026, at Runyon Field in Pueblo. Together, we are stronger.



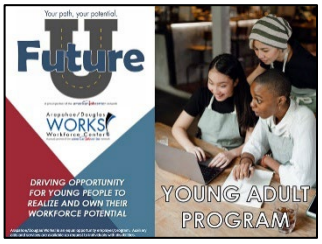
Arapahoe/Douglas Works!

Successes/Highlights

- In June, Arapahoe/Douglas Works! Career Services underwent restructuring to support the expansion of services in Douglas County:
    - One staff has been stationed at East Community Center in Littleton every Thursday morning to help support the Highlands Ranch area of Douglas County. The goal in the next program year is to begin offering workshops and one-on-one appointments (as well as continued walk-in services).
    - Arapahoe/Douglas Works! Career Services has been working with the Douglas County Justice Center Reentry Team to revitalize service delivery at the jail. The team will continue to offer relevant workshops, but will begin more of a case management role, where they will be providing more individualized appointments and services and getting people connected to Arapahoe/Douglas Works! immediately upon their release.

- Arapahoe/Douglas Works! has set the following goals for Douglas County Youth/Young Adult program:
    - Caseload of 20
    - 1 Occupational Skills Training completion
    - Average Wage of Placement of $17.75/hour

- Arapahoe/Douglas Works! was approved for year two of Adult Education and Literacy Act (AELA)/GED funding. While the first year was dedicated to internal program referrals, Arapahoe/Douglas Works! plans to open registration to the public. Arapahoe/Douglas Works! is finalizing a flyer and will also add the program to the website.



- Three teachers graduated from the CSBR Teacher Externship program. They completed their 2-week immersive fellowship learning about aerospace companies, future technology, and career pathways in metro Denver. Douglas County graduates were from Thunder Ridge High School and STEM School Highland Ranch.

Events/Workshops

- Arapahoe/Douglas Works! welcomed over 500 people and 25 vendors to Air N Space-A-Palooza on June 27th at Wings over the Rockies at Centennial Airport to learn about the Aerospace industry. Attendees had the opportunity to interact with STEM exhibits, try their skills in a flight simulator, and take a spin on the gyroball. Two additional presentations were given by NASA and the Colorado Workforce Development Council.

Communication and Community Engagement

- **Public Affairs is now the Department of Communication and Community Engagement -** Every day across Douglas County, our employees provide essential services and launch innovative programs that help our community thrive. Here to connect stakeholders with this important work is the Department of Communication and Community Engagement (formerly Communication and Public Affairs.)

  Why the change? This name better reflects the department's mission: to establish and maintain relationships between our organization and the public we serve. We do that in two primary ways:
  - **Communication**: Providing our county's residents, business owners, partners and other key stakeholders with clear and timely information so they can make informed decisions.
  - **Community Engagement**: Planning meaningful, countywide opportunities for our stakeholders to engage with their local government on a variety of topics.

  Working with every Office and Department, the Department of Communication and Community Engagement will:
  - Bring strategy and best practices from the public relations, public information and community engagement profession to connect your work with the people it impacts.
  - Use a range of tools, such as the County website, social media, earned media, video, the Douglas County Neighbor magazine, email, in-person engagement and more to build the public's understanding of the value, importance and impact of the County's work.
  - Drive strategic, countywide engagement efforts that meet residents where they are – like in-person townhall meetings, special events, or our hybrid Live Town Halls that offer ways to connect online or via phone as well as in-person.

Campaign Highlights

- **Red Tape Reduction Task Force - In collaboration with the Department of Community Development and the Douglas County Economic Development Corporation.** *The first meeting of the Task Force took place on April 2.*

Recent headlines indicate that companies are choosing to move away from Colorado due to regulatory burdens and systemic delays. Douglas County believes we can—and should—set a new standard. In December 2025, the Board of Douglas County Commissioners adopted a resolution calling for the cutting of red tape and reduction of regulatory burden for commercial and industrial development.

In response to this call to action, the Red Tape Reduction Task Force, in partnership with the Douglas County Economic Development Corporation, was established to evaluate our regulatory framework, eliminate unnecessary barriers, and identify bold, practical solutions that accelerate speed to market while maintaining high standards for safety, quality and community character.

Communication Objectives:
- Establish Douglas County as the most efficient, responsive, and business-friendly county in the region for commercial, industrial, and manufacturing investment.
- Educate target audiences about the County's efficient regulatory processes and its commitment to expediting development.
- Ensure unified messaging among County departments, service providers, and economic development partners, regarding expedited development and business attraction.
- Demonstrate that the Board of County Commissioners is proactively responding to national economic shifts to protect and strengthen the County's economic base.

Tactics included Douglas County's online newsroom, email distribution, organic social media, a press conference, and earned media.

Results:

- Newsroom Post Views: 379
- Social Media Impressions: 3,680
- Email Open Rate: 42.3%

Media:

- Total number of media mentions: 23
- Estimated Reach: 9,576,198
- Estimated Ad Equivalency Value: $3,543,193

- **Dougnad – Arbor Day Tree Planting. In collaboration with the Department of Parks and Recreation.** *The 2026 Spring Dougnad event took place on April 24.*

Douglas County's Dougnad volunteer program is modeled after the Scandinavian tradition of dugnad where citizens meet up with family, friends, and neighbors for coffee and pastries then disperse into the community to do volunteer work such as planting trees or cleaning parks. The purpose of Dougnad is to inspire generational public service and reinforce the value we place in Douglas County by keeping our public spaces clean, safe and enjoyable for all. On April 24, 2026, our community came together to plant trees at Fairgrounds Regional Park in Castle Rock.

Communication Objectives:

- Increase awareness of Dougnad as Douglas County's signature community volunteer event.
- Drive volunteer participation and community engagement.
- Strengthen awareness of the County's commitment to natural resource stewardship and public service.
- Inspire a culture of generational public service.
- Build long-term engagement with volunteer programs.

Tactics included Douglas County's online newsroom, email distribution, and organic social media.

Results:

- Newsroom Post Views: 113
- Social Media Impressions: 1,473
- Email Open Rate: 42.8%
- Volunteers: 109

- **Link On Demand - In collaboration with the Department of Community Services.** *Link On Demand launched in Stonegate and select areas of Parker on April 8.*

Link On Demand is an app-based, on-demand transportation option that gives users access to rides across Lone Tree, Highlands Ranch, Stonegate, and Parker at no cost. This service is designed to improve local mobility by providing flexible transportation options for people who may not have access to a personal vehicle or traditional fixed-route transit.

Communication Objectives:

- Raise awareness about the service expansion into Stonegate and Parker and its key benefits (free, accessible and safe).
- Educate users on how to request a ride through the Link On Demand app.
- Promote the ribbon-cutting event to media and community members.

- Highlight the County's leadership in innovative public transportation.
- Provide clear, accessible materials (digital and print) for all user groups.

Tactics included Douglas County's online newsroom, email distribution, earned media, organic social media, and a ribbon cutting event.

Results:

- Newsroom Post Views: 773
- Social Media Impressions: 26,575
- Email Open Rate: 48.1%

Media:

- Total number of media mentions: 7
- Estimated Reach: 36,442
- Estimated Ad Equivalency Value: $13,483

- **Colorado 150 America 250 Celebrations - In collaboration with the Historic Preservation team within the Department of Community Development.** *In 2026, Douglas County is hosting a series of events that invite residents to experience the open spaces and historic sites that are living connections to Colorado's path to statehood.*

In 2026, communities across the country will commemorate the 250th anniversary of the United States, while Colorado celebrates 150 years of statehood. These milestone anniversaries present a once-in-a-generation opportunity to reflect on the stories, places, and people that shaped our communities.

Douglas County's open spaces, historic sites, and cultural institutions offer living connections to the events that shaped Colorado's early development. Through partnerships with local organizations the County will create opportunities for residents to engage with these stories in meaningful ways.

Communication Objectives:

- Build awareness of Douglas County's unique history.
- Highlight Douglas County's sense of place and local pride.
- Position Douglas County as an active and thoughtful participant in America 250 / Colorado 150 celebrations.
- Encourage resident participation in events.
- Reframe regional history as experiential, not just historical/educational.

Tactics included Douglas County's online newsroom, email distribution, organic social media, YouTube videos, and community engagement opportunities.

Results:

- Newsroom Post Views: 1,122
- Social Media Impressions: 27,171
- Email Open Rate: 43.6%
- YouTube Views: 245

- **Wildfire Communications - In collaboration with the Douglas County Sheriff's Office and the Office of Emergency Management.** *Communications surrounding wildfire safety have been ongoing throughout 2026.*

On April 23, 2026, Douglas County promoted a **Wildfire Mitigation Open House** held May 9 at the Douglas County Fairgrounds, providing residents with information about defensible space, home

hardening, insurance considerations and wildfire preparedness resources ahead of peak fire season.

On May 1, 2026, Douglas County announced a live "**Courageous Conversations" town hall** focused on wildfire readiness, evacuation planning and County preparedness efforts, giving residents an opportunity to hear from experts and ask questions in person, online or by phone.

On June 24, 2026, Douglas County Commissioners approved a **construction contract for a new Helitack hangar**, strengthening the County's aerial firefighting capabilities and supporting faster, more effective wildfire response efforts. That same day, the County launched public outreach efforts encouraging residents to identify and address Mountain Pine Beetle infestations early to reduce tree mortality and wildfire fuel loads across the county.

On June 29, 2026, Douglas County implemented Stage 1 Fire Restrictions in unincorporated Douglas County and launched a coordinated communications effort to notify residents of restrictions and reinforce wildfire prevention messaging during periods of elevated fire danger.

Communication Objective:
To increase public awareness and engagement around wildfire mitigation and safety.
Tactics included Douglas County's online newsroom, email distribution, organic social media, and a Live Town Hall.
Results:

- Newsroom Post Views: 2,761
- Social Media Impressions: 78,533
- Email Open Rate: 47.5%
- Town Hall Recording Views: 232

- **Douglas County GreenWorks - In collaboration with the Department of Public Works.** *Douglas County GreenWorks launched expanded slash-mulch services on May 26. Additional services such as electronics recycling, household hazardous waste, and biochar will rollout throughout 2026.*

On April 29, 2026, Douglas County announced the upcoming launch of GreenWorks, a new centralized waste diversion site in Sedalia that will provide residents with expanded access to slash-mulch, electronics recycling, household hazardous waste disposal and biochar services in a single location.

On May 26, 2026, Douglas County expanded slash-mulch and green waste operations at GreenWorks from one day per week to six days per week, increasing service availability from approximately 30 days per year to nearly 300 days annually while supporting wildfire mitigation efforts and improving convenience for residents.

Communication Objective:

- Increase resident awareness and usage of GreenWorks services.
- Position Douglas County as a leader in wildfire mitigation and waste diversion.
- Build trust through clear, phased communication.
- Drive traffic to the GreenWorks webpage as the central source of information.
- Generate positive media coverage at each milestone.

Tactics included Douglas County's online newsroom, email distribution, earned media, and organic social media.
Results:

- Newsroom Post Views: 3,223
- Social Media Impressions: 16,393
- Email Open Rate: 44%

Media:

- Total number of media mentions: 6
- Estimated Reach: 34,999
- Estimated Ad Equivalency Value: $12,949

- **Anti-Human Trafficking Bill - In collaboration with the County Attorney's Office and our nonprofit partner, From Silenced to Saved.** *On June 3, Gov. Jared Polis signed Senate Bill 26-015 into law. Douglas County Commissioner Abe Laydon and advocates from across Colorado were there for the formal signing.*

The bill strengthens penalties for offenders, modernizes outdated language in Colorado law and reinforces that children involved in commercial sexual exploitation are victims who deserve protection and support.

Commissioner Laydon supported the legislation throughout the session, working alongside lawmakers, law enforcement agencies and advocacy organizations focused on preventing trafficking and protecting children. The County also offered space within the Douglas County Jail to help avoid a fiscal impact that could have stalled the bill during the legislative process.

Communication Objectives:

- Leverage the bill signing with Gov. Polis to introduce our efforts to the community.
- Celebrate Human Trafficking Bill partners.

Tactics included Douglas County's online newsroom, email distribution, earned media, organic social media, and a press conference.

Results:

- Newsroom Post Views: 388
- Social Media Impressions: 2,057
- Email Open Rate: 47.6%

Media:

- Total number of media mentions: 2
- Estimated reach: 293,091
- Estimated ad value equivalency: $108,437

- **Douglas County Fair & Rodeo - In collaboration with the Douglas County Fair & Rodeo team as well as the Department of Facilities, Fleet, and Emergency Services.** *Fair & Rodeo promotion began in April.*

On April 1, 2026, Douglas County launched volunteer recruitment efforts for the 2026 Douglas County Fair & Rodeo, encouraging residents to support one of the County's largest annual events while engaging directly with the community.

On April 15, 2026, Douglas County began promoting the 2026 Douglas County Fair & Rodeo by highlighting entertainment, attractions and family-friendly activities designed to create memorable summer experiences for residents and visitors.

On April 30, 2026, Douglas County encouraged participation in the Fair's competitive exhibits

program, inviting residents to showcase hobbies, crafts, agriculture projects and other talents for an opportunity to earn a coveted blue ribbon.

On May 28, 2026, Douglas County announced AWOLNATION as a featured headliner for the 2026 Douglas County Fair & Rodeo concert series, helping build excitement for the event's entertainment lineup.

On June 2, 2026, Douglas County promoted the return of the Colorado Farm-to-Table Brunch, highlighting local agriculture, food producers and culinary experiences as part of the Fair & Rodeo festivities.

On June 26, 2026, Douglas County continued building anticipation for the Fair by promoting an evening of indie and alternative rock performances featuring AWOLNATION and reinforcing the event's summer music festival atmosphere.

Communication Objective:

- To increase public awareness and participation in the Douglas County Fair & Rodeo.

Tactics included Douglas County's online newsroom, email distribution, and organic social media.
Results:

- Newsroom Post Views: 633
- Social Media Impressions: 51,325
- Email Open Rate: 42.5%

- **Doug Glass - In collaboration with the Department of Public Works.** *Doug Glass was introduced to residents during Work Zone Awareness Week on April 20.*

When you roll up to a work zone, it's natural to feel a little frustrated. No one likes unexpected delays, but they are a sign of progress. Douglas County is making historic investments in transportation infrastructure to support a growing community, and that means more construction in the near term. With that progress comes a shared responsibility: slowing down, staying alert and keeping everyone safe in work zones.

As part of our effort to help community members understand the impacts of the 2050 Transportation Plan and how to navigate it safely, we are thrilled to introduce the newest member of the Public Works team, Doug Glass.

Communication Objective:

- Introduce the community to Doug Glass, the future generation of Douglas County!
- Through Doug, stakeholders will understand the investment Douglas County and its partners are making in transportation projects and maintenance – and why it matters to them.
- Stakeholders will feel a sense of community around roadwork, evoking the need to drive, walk and bike safely in construction zones.

Tactics included Douglas County's online newsroom, email distribution, and organic social media.
Results:

- Newsroom Post Views: 362
- Social Media Impressions: 6,507
- Email Open Rate: 46.4%

- **Douglas County and AdventHealth partner to support mental wellness. In collaboration with the Health Department as well as our partner, AdventHealth.** *During Mental Health Awareness Month in May,*

Douglas County and Advent Health announced a partnership to expand awareness, access and support for mental wellness across the community.

In Douglas County, more than 18% of residents reported experiencing poor mental health in 2023. That represents approximately 70,000 people who felt mentally unwell for 14 or more days each month, according to the Colorado Health Institute's Health Access Survey. Suicide also remains the leading cause of death among Colorado youth and young adults.

The partnership brings together Douglas County's long-standing commitment to behavioral health with AdventHealth's Whole Person Health approach, which emphasizes caring for the mind, body and spirit together. Through education, outreach and community collaboration, the partnership aims to help more residents access resources before a mental health crisis occurs.

Communication Objective:

- To engage experts and the community in discussions surrounding mental wellness.

Tactics included Douglas County's online newsroom, email distribution, and organic social media.

Results:

- Newsroom Post Views: 171
- Social Media Impressions: 4,487
- Email Open Rate: 39.8%

7/14 Zebulon Executive Session

- The Board of County Commissioners received an update on the Zebulon Development from staff and project consultants. The discussion focused on programming, schematic design, and agreements with partners and end users for the use of the proposed recreational areas. The meeting was conducted in executive session under C.R.S. 24-6-402(4)(e) because of the ongoing nature of negotiations with recreational space users. At the conclusion of the executive session, Commissioners expressed support for continuing negotiations with operational partnerships and commended the project team for its progress.

Planning Activity Report

Completed Projects

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	07/09/26	Perry Park Filing 11, Lot 7, Blk 2	Adjust the setback from the street from 25' to 22' for an addition to the residence.	Administrative Variance	VA2026-006
1	07/10/26	Grand View Estates, 3rd Amd, Lot 4, 2nd Mod	Eligible Facilities Request - replacement of 3 antennas on existing cell site.	SIP Modification	SP2026-105
2	07/10/26	Reata South Filing 1, Lot 100	BBuilding Envelope adjustment to install an inground swimming pool and spa.	Administrative Replat	SB2026-027
3	07/14/26	Highlands Ranch Filing 123A, Lot 5, 1st Rev, 2nd Mod	Exterior changes to the building.	SIP Modification	SP2026-079
2	07/14/26	Promenade at Castle Rock Filing 1, Amd 25, Block 3, Lot 2A-4A-1	Referral request from the Town of Castle Rock for 9,312 sq. ft. retail building with three retail spaces.	External Referral	RE2026-079
2	07/14/26	Lagae Family Trust Minor Dev Lot 5	Referral request from the City of Castle Pines for a 6,912 sq. ft. auto parts store.	External Referral	RE2026-077
2	07/14/26	Heroes Hall Site Development Plan	2nd referral request - Town of Castle Rock for the Site Development Plan	External Referral	RE2026-068

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	07/14/26	Founders Corner Zoning Annexation	Referral request from the Town of Castle Rock for the Founders Corner Zoning.	External Referral	RE2026-084
2	07/14/26	9757 Hilltop Road	Off-site sewer force main to support the Ramblewood Dev by Ramblewood MD, Pinery WWD & Parker WSD.	Location and Extent	LE2026-007
2	07/14/26	Bella Mesa South Filing 1	Town of Castle Rock for a plat.	Ext Referral	RE2026-069
1	07/14/26	Redemption Church	Request for one lot for church use.	Minor Dev Non-Resedential	SB2026-005
	07/14/26	Comfort Haven Homes	Referral request from Jefferson County for a group home Special Use (SU).	External Referral	RE2026-089
1	07/15/26	Inverness Filing 7, 10th Amd, Lot 1B-2A, 4th Mod	Add a concrete pad, concrete screen, piping to an existing building, and an energy fuel module to be bolted to the concrete pad.	SIP Modification	SP2026-107
2	07/16/26	Academy Charter School Site Development Plan	Referral request - Town of Castle Rock to add a new shade structure and upgrade the playground system.	External Referral	RE2026-085
2	07/16/26	Crystal Valley Ranch Filing 14, Amendment 1	2nd referral - Town of Castle Rock for 112 single-family detached lots.	External Referral	RE2026-078
2	07/16/26	Founders Corner Annexation	Referral request from the Town of Castle Rock for the Founders Corner Annexation.	External Referral	RE2026-083
	07/20/26	Walker Center, 4th Amendment, Lot 4B-2A	New flex space storage facility with an RV dump station, accessory office space and caretaker residence.	Site Improvement Plan	SP2024-004
3	07/21/26	Highlands Ranch Filing 16, Lot 3	Discount Fireworks Stand - 2530 E County Line Rd	Seasonal Use	SU2026-002
	07/21/26	Adams County Development Standards Overhaul	Adams County to update the county's development standards and regulations.	External Referral	RE2026-080
2	07/21/26	7054 South State Highway 83	Reduce the 100' street setback to 81.4' for a storage structure currently being built.	Administrative Variance	VA2026-005
3	07/21/26	Highlands Ranch Filing 16, lot 4	Davey Jones Fireworks - 2550 E County Line Rd	Seasonal Use	SU2026-001

Referrals

Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	06/25/26	Highlands Ranch Filing 159, Lot 1	Add a tract for the new Highlands Ranch Metro District community park.	Administrative Replat	SB2026-030
2	06/29/26	Castle Pines North Metropolitan District	Castle Pines North Metropolitan District, 2nd Amendment.	Material Modification	SV2026-002
3	06/29/26	Rampart Delivery System Expansion	City of Aurora – 6.5 miles of new water pipelines.	Location and Extent	LE2026-008
2	07/01/26	2195 N State Highway 83, 4th Revision	Document the parking lot previously installed.	SIP Revision	SP2026-104
2	07/06/26	Oak Hills Filing 1, 1st Amd	Replat to absorb unused County-owned right-of-way in 1 adjacent residential lot.	Replat	SB2026-028

Dist.	Date	Project Title	Project Description	Project Type	Project No.
1	07/09/26	Meridian Int'l Business Center Filing 1, 4th Amd, Lot 19 and Lot 20	Request for an Administrative Replat for a Lot Line Adjustment to reorient the two lots from north-south to east-west.	Administrative Replat	SB2026-033
3	07/10/26	Bobcat of the Rockies Rezone	Rezone multiple properties to Light Industrial or Commercial Zone Districts.	Rezoning	ZR2026-007
2	07/14/26	Solitude Colorado Rural Site Plan Exemption	Building Envelope Adjustment to adjust position the home on the site.	Exemption	EX2026-005

Upcoming Planning Commission Hearings

Dist.	Date	Project Title	Project Description	Project Type	Project No.
	08/03/26	Zoning Resolution Amendment to Streamline Review of Attached Single-Family Residential Development	Remove the requirement for the submittal of a Site Improvement Plan application for single-family attached developments when sufficient engineering, building, and fire-related details are provided at the time of plat approval.	Document & Regulation	DR2026-002
2	08/17/26	Roadway Vacation of Pine View Circle	Request for a Roadway Vacation of Pine View Circle.	Roadway Vacation	SB2026-017

Upcoming BCC Land Use Hearings or Meetings

Dist.	Date	Project Title	Project Description	Project Type	Project No.
	07/28/26	Business Personal Property Tax Incentive Agreement between Douglas County and Flexential Corp	Request for approval of a Business Personal Property Tax Incentive Agreement between Douglas County and Flexential Corp.	Agreement	ED2025-002
2	07/28/26	Pinery Village Filing 2, 1st Amendment	Request for a replat of superblock lot into 19 commercial lots	Replat	SB2026-015
2	07/28/26	Bloom Metropolitan Dist New Service Plan	Request for approval of the Bloom Metropolitan District new service plan.	New Service Plan	SV2026-001
	08/11/26	Zoning Resolution Amendment to Streamline Review of Attached Single-Family Residential Development	Remove the requirement for the submittal of a SIP application for single-family attached developments when sufficient engineering, building, and fire-related details are provided at the time of plat approval.	Document & Regulation	DR2026-002
2	08/25/26	Roadway Vacation of Pine View Circle	Request for a Roadway Vacation of Pine View Circle.	Roadway Vacation	SB2026-017

Pre-submittals

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	07/09/26	Castle Pines Filing 1A, 22nd Amd, Tract A	Add a tunnel under Happy Canyon Rd for pedestrian & golf course maintenance use.	Site Imp Plan	PS2026-149
2	07/09/26	McHenry Subdivision, Lot 2	Seasonal pumpkin patch fundraiser.	Minor Ent Event	PS2026-142
1	07/10/26	Public Streets in Grand View Estates	Vacation for the unused portion of Third St immediately adjacent to their property.	Roadway Vacation	PS2026-138

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	07/10/26	Twin Oaks Amd, Most Lot 59, Lots 58 & 60	Establish legal parcels for three lots previously a part of Twin Oaks Subdivision.	Exemption	PS2026-143
3	07/10/26	River Canyon Filing 1A, Lot 21	Building Envelope Adjustment to better position a new home on the site.	Administrative Replat	PS2026-156
1	07/14/26	Inverness Subdivision Filing 9, Lot 2	Add approximately 30 parking spaces.	SIP Revision	PS2026-148
1	07/14/26	Meridian Internation Business Park North Filing 1, Lots 20 and 19	Construction of an office building with warehouse space and outdoor storage.	Site Improvement Plan	PS2026-153
3	07/14/26	Sedalia Industrial Park, Lot 1	20,000 SF warehouse addition to the existing facility.	SIP Revision	PS2026-152
2	07/17/26	Thunder Butte Subdivision	Lot Line Adjustment to absorb approx.. 1-2 acres from an unplatted m/b property into a platted subdivision.	Administrative Replat	PS2026-158
3	07/17/26	Chatfield Farms Filing 1A, 8th Amd, Lot 119A-3B	Establish a new Self-Serve Car Wash with EV charging stations.	Site Imp Plan	PS2026-159

Streamline Pre-submittals

Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	07/13/26	7000 Roxborough Park Rd	Change out existing solar parking lighting to generated power lighting.	Administrative Amendment	PS2026-110
3	07/17/26	River Canyon Filing 1B, Lots 175 and 176	Lot Line Vacation to combine two lots.	Administrative Replat	PS2026-161

New Applications

Dist.	Date	Project Title	Project Description	Project Type	Project No.
1	07/08/26	Chambers High Point Filing 1, Amd 2 Lot 1	Town of Parker for the Initial Condo Plat	External Referral	RE2026-086
1	07/08/26	Chambers High Point Filing 1, Amd 2, Lot 1	Town of Parker for an Initial Condo Plat for Buildings 3 and 4.	External Referral	RE2026-087
1	07/08/26	Inverness Filing 7, 10th Amd, Lot 1B-2A, 4th Mod	Addition of a concrete pad, concrete screen, piping to an existing building, and an energy fuel module to be bolted to the concrete pad.	SIP Modification	SP2026-107
2	07/08/26	Academy Charter School Site Development Plan	Town of Castle Rock to add a new shade structure and upgrade the playground system at the Academy Charter School.	External Referral	RE2026-085
2	07/09/26	Perry Park Filing 11, Lot 7, Blk 2	Adjust the setback from the street from 25' to 22' for an addition to the residence.	Administrative Variance	VA2026-006
2	07/09/26	Berkenkotter Caprice Use by Special Review	Town of Castle Rock - to use part of the lot as an auto dealership.	External Referral	RE2026-088
2	07/13/26	Promenade at Castle Rock Filing 1, Amd 25, Block 3, Lot 2A-2A-2A	Town of Castle Rock for a Site Development Plan Amendment to reduce the building size.	External Referral	RE2026-090
	07/13/26	Comfort Haven Homes	Jefferson County - group home Special Use	Ext Referral	RE2026-089
1	07/15/26	Castle View Heights, Lots 13 & 14, 4th Rev, 2nd Mod	Operate a used motor vehicle dealership within the existing commercial property.	SIP Modification	SP2026-108

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	07/15/26	Dawson Trails Planned Dev Plan & Zoning Regulations, 4th Amd	Town of Castle Rock to change signage standards, planning area boundaries, and pedestrian oriented street sections.	External Referral	RE2026-091
2	07/15/26	Terrain Remnant Annexation Map	Town of Castle Rock for an annexation of a .4-acre parcel to be zoned as open space.	External Referral	RE2026-092
2	07/16/26	Sage Port Filing 4, 1st Amd	Replat & ROW vacation to combine 3 lots.	Replat	SB2026-034
1	07/16/26	Avalonbay Parker Filing 1	Referral request from the Town of Parker for a condominium plat.	External Referral	RE2026-093
1	07/17/26	Castle View Heights Amd, 6th Amd, Lot 1, 1st Mod	Request for a Site Improvement Plan (SIP) Modification to add an ADA ramp to the exterior of building.	Modification	SP2026-110
3	07/17/26	Highlands Ranch Filing 15, Tract H, 1st Rev, 2nd Mod	Eligible Facilities Request (EFR) to replace existing equipment.	SIP Modification	SP2026-111
3	07/17/26	Huttner, Block 1, Lots 1 & 2, 2nd Rev, 3rd Mod	Eligible Facilities Request to replace 3 existing antennas & 3 radio modules.	SIP Modification	SP2026-109
2	07/20/26	Home Street Annexation	Town of Castle Rock to annex and zone as Public Land with no ROW.	External Referral	RE2026-094
2	07/20/26	Maher Ranch Tank Site Annexation	2nd referral request - Town of Castle Rock to annex this parcel & zone as Public Land.	External Referral	RE2026-095
2	07/21/26	Bell Mountain Ranch Filing 1B, Lot 88	Building Envelope Adjustment to reallocate 11,000 SF from the Secondary Use Zone to the Primary Building Zone.	Administrative Replat	SB2026-035
2	07/21/26	RidgeView Town Center Planned Development	3rd referral - Town of Castle Rock for a retail development	External Referral	RE2026-096

New Miscellaneous Jobs

Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	07/17/26	Sterling Ranch Neighborhood Plan 1, D2.1	Sterling Ranch requests a Neighborhood Plan 1, D2.1	MI	MI2026-013
2	07/21/26	15989 South Perry Park Road	Request for a Legal Parcel Determination SPN 2771-320-000-16	Legal Parcel Determination	MI2026-014

New Sign Permits

Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	07/08/26	Highlands Ranch Filing 26, Lot 1	Dumpling Bay Noodle Wok Bar - 2690 E County Line Rd Unit #E	Sign Permit	SG2026-068 & 2026-069
3	07/13/26	Highlands Ranch Filing 142, Lot 1	Huntington Bank - 9579 University Blvd Bldg #1 Unit #400B	Sign Permit	SG2025-159 & 2025-160
2	07/21/26	LTC Care Center Ex, 3rd Amd, Lot 3A-1	Bridgewater - 3997 Home St Bldg #A	Sign Permit	SG2026-070

Special Event Liquor Permits

Dist.	Date	Event Name	Permittee Name & Event Address	Permit No.
3	07/16/26	Highlands Ranch Oktoberfest Celebration	Highlands Ranch Cultural Affairs Association - 9288 Dorchester St	LL2026-048

Public Works Bid Calendar

Updated 7/22/26

Project Description	Plans Available to Contractors	Contractor Pre-Bid Conference	Project Bid Opening	Tentative BCC Approval Date
Dakan Road Bridge Replacement Project CI 2007-021	June 22, 2026	July 1, 2026	July 21, 2026 Eight bids received and under review	Aug. 25, 2026
This project consists of demolition of the existing structure and replacing it with a 151 feet bridge over West Plum Creek as well as 1,750 feet of roadway improvements. The project includes removal and replacement of the present structure, hot mix asphalt, erosion control, site restoration, traffic control as well as other roadway items. The proposed structure will be built to the north of the existing structure, thereby allowing the existing structure to remain.				
University Blvd and Post Office Traffic Signal Infrastructure TF 2025-025	July 13, 2026	July 29, 2026	Aug. 11, 2026	Sept. 8, 2026
This project consists of the replacement of the existing traffic signal west of the intersection of University and Quebec at the exit from the Highlands Ranch Post Office on the southwest corner. Work includes the removal of the existing traffic signals, construction of a new signalized intersection including setting new traffic signal poles and mast arms provided by Douglas County, the removal and replacement of curb and gutter, sidewalk, curb ramps, and associated work. Bid items include traffic signal components, erosion control items, aggregate base course, pavement markings, construction surveying, topsoil, sod, and irrigation.				