COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

Contract Amendment #3

Signature and Cover Page

State Agency
Colorado Department of Human Services
Behavioral Health Administration

Contractor
Douglas County Government

Current Contract Maximum Amount

Initial Term

State Fiscal Year 2024	$53,500.00

Extension Terms

State Fiscal Year 2025	$308,075.00
State Fiscal Year 2026	Any Unspent Funds From FY25
Total for All State Fiscal Years	$361,575.00

Original Contract Number
24 IBEH 180485

Amendment Contract Number
26 IBEH 197598

Contract Performance Beginning Date
November 15, 2023

Current Contract Expiration Date
June 30, 2026

Signature page begins on next page.

The Parties Hereto Have Executed This Amendment

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

Contractor	**State of Colorado**
Douglas County Government	Jared S. Polis, Governor Michelle Barnes, Executive Director
By: Abe Laydon, County Commissioner	By: Dannette R. Smith, Commissioner Behavioral Health Administration
Date: _____	Date: _____

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

State Controller
Robert Jaros, CPA, MBA, JD

By: Telly Belton/Toni Williamson/Amanda Rios

Amendment Effective Date:_____

1. Parties

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

2. Terminology

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. Amendment Effective Date and Term

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in §3.B of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. Purpose

The purpose of this Contract is to establish/expand programs and services along the behavioral healthcare continuum in areas of highest need. The purpose of this Amendment is to extend the end date from June 30, 2025 to June 30, 2026.

5. Modifications

The Contract and all prior amendments thereto, if any, are modified as follows:

A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
B. REPLACE Exhibit A-1 with Exhibit A-2, attached and incorporated by reference.
C. REPLACE Exhibit B-3 with Exhibit B-4, attached and incorporated by reference.
D. REPLACE Exhibit E-2 with Exhibit E-3, attached and incorporated by reference.
E. REPLACE Exhibit F-2 with Exhibit F-3, attached and incorporated by reference.

6. Limits Of Effect and Order of Precedence

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Exhibit A-2 – Statement of Work
Community Investment Grant

Article 1
Purpose

1.1 Purpose

In accordance with C.R.S 27-60-502, the Behavioral Health Administration (BHA) has awarded grants for community investments that may be used for evidence-based or evidence informed services along the behavioral health-care continuum that include prevention, treatment, crisis services, recovery support services, harm reduction, care navigation and coordination, trauma recovery, trauma-informed training, training on providing services in a culturally responsive manner, transitional housing, supportive housing, and recovery residences. In addition to the services listed above the community investment grant may also be used to expand capacity for existing treatment and/or recovery programs within the grant recipient's services area or used for capital expenditures which may include the creation or redesign of mental health inpatient beds, emergency room beds for mental health crisis patients, outpatient mental health beds, and step-down facilities connected with a hospital.

Article 2
Definitions and Acronyms

2.1 Administrative Services Organizations (ASO) are organizations contracted by the Behavioral Health Administration to administer and manage regional behavioral health crisis services.

2.2 Behavioral Health Administration (BHA) means the Behavioral Health Administration established in section 27-60-203.

2.3 Behavioral Health Administrative Services Region means a Behavioral Health Administrative Services Region designated by the BHA Commissioner after consultation with the Department of Health Care Policy and Financing and consideration of the regional structure that serves the Medicaid population.

2.4 Behavioral Health-Care Services Assessment Tool means the assessment tool described in section 27-60-502 (1)(c) developed by the BHA to identify regional gaps in behavioral health-care services.

2.5 Care Access Point means a location at which a person seeking behavioral health care can receive care coordination.
2.6 CARR means Colorado Association of Recovery Residences
2.7 Community-Based Organization means a nonprofit or for-profit organization that provides behavioral health-care services.
2.8 Competency Enhancement Program means the program is funded through Senate Bill (SB) 19- 223 to provide jail-based mental health services to those awaiting an inpatient competency restoration bed.
2.9 Grant Program means the community behavioral health-care continuum gap grant program established in C.R.S 27-60-502.
2.10 Local Education Provider means a school district, a charter school authorized pursuant to part 1 of article 30.5 of Title 22, and Institute charter school authorized pursuant to part 5 of Article 30.5 of title 22, or a Board of Cooperative Services as defined in C.R.S. 22-5-103.
2.11 Local Government means a county, municipality, city and county, or local education provider.
2.12 Managed Services Organizations (MSO) are organizations designated and contracted by the Behavioral Health Administration to administer and manage a full continuum of SUD prevention, intervention, treatment, recovery, and harm reduction services on a regional basis.
2.13 Medication-assisted treatment or MAT means a combination of behavioral therapy and medications, such as buprenorphine and all other medications and therapies, approved by the federal food and drug administration to treat opioid use disorder.
2.14 Nonprofit Organization means an organization that is exempt from taxation under Section 501(c)(3) of the federal “Internal Revenue Code of 1986, as amended.
2.15 Regional Accountability Entity (RAE) are organizations in Health First Colorado, Colorado's Medicaid program. They are responsible for coordinating members' care, ensuring they are connected with primary and behavioral health care, and developing regional strategies to serve Colorado Medicaid members.
2.16 SOW is Statement of Work.
2.17 SCAO is State Court Administrator’s Office.
2.18 SLFRF is State and Local Fiscal Recovery Funds.
2.19 SUD is substance use disorder.

Article 3
Objectives of Grant

3.1 This grant program provides funding, to eligible entities programs, for evidence-based or evidence-informed services along the Behavioral Health -Care continuum, including prevention, treatment, crisis services, recovery, harm reduction, care navigation and coordination, trauma recovery, trauma-informed training, training on providing services in culturally responsive manner, transitional housing, supportive housing, and recovery homes.

3.2 This grant may also be used for capital expenditures related to providing these services, which may include the creation or redesign of mental health inpatient beds, emergency room beds for mental health crisis patients, outpatient mental health beds, and step-down facilities connected with hospitals.

3.3 A community investment grant may also be used to expand capacity for existing treatment, programs or services within the grant recipient's jurisdiction or service area.

3.4 A program funded by a grant award must comply with the federal "Americans with Disabilities Act of 1990", 42 U.S.C. Sec.12 10 1 et seq., as amended, and serve individuals with a disability, as defined in the federal act, regardless of primary diagnosis, co-occurring conditions, or if the individual requires assistance with activities of daily living, as defined in C.R.S. 12-270-104.

3.5 The Contractor shall provide the State with information about actual expenditures quarterly in the Expenditures Report template provided by BHA. The report is due to CDHS_BHAdeliverables@state.co.us on the last working day of the month following the end of the quarter (i.e., the last day of October, January, and April) and by July 20th to close the year (contingent upon contract renewal for following fiscal year).

3.6 Work Plan

3.6.1 The Grant Application submitted in the Request for Applications (RFA) shall also serve as a work plan to be used with this SOW and followed upon execution of the contract to monitor the grant project performance The activities and services identified in the Grant Application/ work plan are incorporated into this Contract by reference.

3.6.2 The activities and services identified in the Work Plan are incorporated into this Contract by reference.

3.6.3 The Contractor shall meet with BHA quarterly to review progress on the work plan.

3.6.4 Communications about project progress and quality, including but not limited to meetings, emails, and onsite visits, shall be expected, and reasonably accommodated by the Contractor.

3.6.4.1 The Contractor shall respond to communications within three (3) business days.

3.7 Annual Report. Contractor shall submit an annual report by June 15th, describing the use of the grant award, on a template to be provided by the BHA, to cdhs_BHAdeliverables@state.co.us.

3.8 Final Report. Contractor shall submit a final report by June 15, 2026, describing the use of the grant award, on a template to be provided by the BHA, to cdhs_BHAdeliverables@state.co.us.

Article 4
Minimum Qualifications

4.1 Qualifications will be dependent upon the type of service proposed. Behavioral Health Treatment services will be expected to be regulated by the Behavioral Health Administration (BHA).

4.2 Services where a BHA license is not required, such as Harm Reduction, Recovery Residences, Prevention, or Recovery Community Organizations, should be able to demonstrate that they are in compliance with applicable requirements for that type of service. This may include Colorado Association of Recovery Residences (CARR) certification, National Credentialing for Peer or Prevention Professionals, etc.

4.3 A program funded by a grant award must comply with the federal "Americans with Disabilities Act of 1990", 42 U.S.C. Sec.12 10 1 et seq., as amended, and serve individuals with a disability, as defined in the Federal Act, regardless of primary diagnosis, co-occurring conditions, or if the individual requires assistance with activities of daily living, as defined in C.R.S. 12-270-104.

Article 5
Reporting, Deliverables, and Due Dates

5.1 Criteria for Acceptance of Deliverables

5.1.1 The BHA will review the Contractor’s deliverables in accordance with all specifications stated in this SOW and the Grant Application work plan. Deliverables

and overall performance will be monitored, tracked, inspected, and accepted or rejected by the Program Manager and designated State personnel.

5.1.2 The acceptance of deliverables and satisfactory work performance required herein shall be based on the timeliness, accuracy, and standards as specified in the requirements of this statement of work and the Grant Application work plan.

5.1.3 Invoice payment is contingent upon timely receipt and approval of required program and fiscal deliverables. Missed or incomplete deliverables will result in an immediate withhold of payment until deliverables are submitted and accepted by the program.

5.2 When submitting reports please briefly describe the metrics you are using for the Reports and Deliverables to demonstrate the impact of your grant on the populations you serve. This may include the specific data points, tools, process, and frequency with which data will be collected and reported.

5.3 Deliverables Table

Deadline	Article Where Assigned	Activity
Within ten (10) days following each quarter, ended in September, December, March, and June	SOW, Article 6.1	SLFRF Quarterly Report on the BHA provided template
June 15, 2024 and June 15, 2025	SOW, Article 3.7	Annual Report
June 15, 2026	SOW Article 3.8	Final Report
Reports Delivered via email to cdhs_BHAdeliverables@state.co.us		
*Deliverables can be changed administratively		

Article 6

Performance Outcome Measures

6.1 Contractor shall measure the metrics identified in the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Subrecipient Quarterly Report, as may be amended, on a template to be distributed by the BHA. The SLFRF Subrecipient Quarterly Report is due to cdhs_BHAdeliverables@state.co.us ten (10) days following the end of each quarter.

COLORADO
Behavioral Health Administration

EXHIBIT B-4, FY25-FY26 ANNUAL BUDGET

Capacity Budget Template

BHA Program	Community Investment Grants, HB22-1281			
Contact Information				
Agency Name	Douglas County Government		**Program Contact Name, Title** **Phone Email**	Laura Ciancone, Douglas County Mental Health Initiative Coordinator 720-520-2497 lciancone@douglas.co.us
Budget Period	**07/01/2024 - 06/30/2026**		**Fiscal Contract Name, Title** **Phone Email**	Abby Fithian, Financial Administrator 303-814-5360 afithian@douglas.co.us
Project Name	Mental Health First Aid Training		**Date Completed**	12/30/24

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

EXPENDITURE CATEGORIES					
Personnel Services: Salary/Benefits					**Annual Budget**
Position Title	**Description of Work**	**Gross or Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total Amount Requested from BHA**
					$ -
Personnel Services-Hourly Employees					**Annual Budget**
Position Title	**Description of Work**	**Hourly Wage**	**Hourly Fringe**	**Total # of Hours on Project**	**Total Amount Requested from BHA**
					$ -
				Total Personnel Services (including fringe benefits)	**$ -**
Client Costs					**Annual Budget**
Item	**Description of Item**		**Rate**	**Quantity**	**Total Amount Requested from BHA**
					$ -
				Total Client Costs	**$ -**
Contract/Consultants Services (Subawards & Subcontracts)					**Annual Budget**
Name	**Description of Work**		**Rate**	**Quantity**	**Total Amount Requested from BHA**
National Council for Mental Wellbeing - Mental Health First Aid Training	The National Council for Mental Wellbeing shall deliver a mix of in-person and virtual/blended Mental Health First Aid courses to select priority populations and agencies identified by Douglas County and partnering organizations.		$ 5,756.66	47	$ 270,563.02
National Council for Mental Wellbeing - Mental Health First Aid Training	Additional training funds (enough for two additional courses).		$ 12,438.98	1	$ 12,438.98
National Council for Mental Wellbeing - Mental Health First Aid Instructor Certification training	Instructor certification training for four Douglas County Health Department Staff and two Douglas County Libraries staff. Trained instructors will ensure the availability to MHFA in Douglas County following the end of the grant term.		$ 2,200.00	6	$ 13,200.00
National Council for Mental Wellbeing - Mental Health First Aid Instructor Certification training Admin	Instructor certification training admin/operating fees est. by The National Council.		$ 900.00	1	$ 900.00
				Total Contract Services	**$ 297,102.00**
Occupancy					**Annual Budget**
Item	**Description of Item**		**Rate**	**Quantity**	**Total Amount Requested from BHA**
					$ -
				Total Occupancy	**$ -**
Operating					**Annual Budget**

Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
Training Expenses	One-hundred dollars per training session (estmiated 28 classes July 2024 - December 2024) for necessary supplies.	$ 75.00	15	$ 1,125.00
Marketing and Communications	Portion of Douglas County Public Affairs and Communications budget for digital and print advertisements in the six local papers and throughout their webpages.	$ 3,600.00	1	$ 3,600.00
Marketing and Communications	Plan and produce one townhall to advertise final stretch of Mental Health First Aid training and solicit community engagement and discussion.	$ 3,000.00	1	$ 3,000.00
Marketing and Communications	State of the County video or Direct from the Board monthly newsletter video about County-wide Mental Health First Aid effort.	$ 3,000.00	1	$ 3,000.00
County IT Support	Information Technology support to ensure smooth delivery of trainings.	$ 150.00	33	$ 4,950.00
NatCon Registration - Non-Member	(Cost if purchased by 12/16/2024) for A. Huff, A. Scollard, and L. Larson	$ 1140.00	3	$ 3,420.00
RT Conference Flight	RT Travel on United Airlines	$ 471.00	3	$ 1,413.00
Conference Lodging	Lodging at Hilton Garden Inn Philadelphia City Center for four nights at $336.00 per night per person.	$ 1344.00	3	$ 4,032.00
Parking at DIA	Parking at DIA at $20.00 per day for five days per person	$ 100.00	3	$ 300.00
Transportation	From airport to/from hotel	$ 25.00	3	$ 75.00
M&IE Rates	$92.00 per day per person for three days + $69.00 per day per person for two travel days.	$ 414.00	3	$ 1,242.00
Additional for travel/conference	To cover changes in cost for lodging, flights, etc. between creating the budget and booking.	$ 1031.32	1	$ 1,031.32
			Total Operating	**$ 27,188.32**
Depreciation/Amortization				**Annual Budget**
Item	**Description of Item**			**Total Amount Requested from BHA**
			Total Depreciation/Amortization	**$ -**
Professional Fees				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
				$ -
			Total Professional Fees	**$ -**
Capital Costs				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
				$ -
			Total Capital Costs	**$ -**
			TOTAL DIRECT COSTS (TDC)	**$ 324,290.32**
Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200				
			Subaward in excess of $25,000	
			Rent	
			Equipment (over $5000)	
Other Unallowable Expenses (not allowed a direct cost) such as land, real estate purchase, etc.				
Total Expenses per OMB 2CFR § 200				**$ -**
MODIFIED TOTAL DIRECT COSTS (MTDC)				**$ 324,290.32**
Indirect Costs				**Annual Budget**
Item	**Description of Item**		**Percentage**	**Total Amount Requested from BHA**
				$ -
			Total Indirect	$ -
			Grand Total Expenses	**$ 324,290.00**

Match Requirement Chart: Size of Organization & Award amount

Match Requirement	Organization Annual Budget Size	Percentage Match Requirement on grant award
large org.	$20,000,000 or more	5%
small	less than $20,000,000	2.5%
Award of $50,000 or less	any size	0%

SELECT YOUR MATCH AMOUNT
5.00%
$ 16,215.00

MATCH AMOUNT REQUIRED

Match Amount Required must be listed below in Revenue Offset and/ or Matching Funds

Revenue Offset	Annual Budget
Client Services	
Medicaid Fee for Service Cash	
Medicaid Capitation Encounters *valued at the Cost Per Unit of Service per unit Cost Report of Negotiated Rates received from Regional Accountable Entity (RAE)**	
BHA Indigent Encounters**	
3rd Party Insurance Cash Receipts	
Medicare Cash	
Self-Pay/Client Fees	
Cash from other Sources: (Specify below)	
Total Client Services	$ -
**The rate that your entity is receiving must be used to offset costs in this area* ***Encounters valued using the current year's fee for services schedule issued by BHA and not to exceed contract amount*	
Matching Funds	
Contracts and Grants	
Non-Governmental Contracts	
Other State Revenue/Accrual	
Federal Grant Funds/Accrual	
Local Funds/Accrual	$ 14,697.00
Private Grant Funds/Accrual	
Public Support	
Private Support	
In-Kind Donations	
	$ 1,518.00
Other Funds (Specify below)	
Total Contracts and Grants	$ 16,215.00
Grand Total Revenue Offset	$ 16,215.00
Net Cost	**$ 308,075.00**

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

Exhibit E-3 - Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1) Federal Award Identification

i. Subrecipient: **Douglas County Government**

ii. Subrecipient Unique Entity ID number: **LXE5XEA44AH6**

iii. The Federal Award Identification Number (FAIN) is **SLFRP0126**

iv. The Federal award date is **May 18, 2021**

v. The subaward period of performance start date is **July 1, 2024,** and end date is **June 30, 2026.**

vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY25-FY26 ARPA	$31,633.29	$31,633.29	$31,633.29

vii. Federal award project description: To establish or expand programs and services along the behavioral healthcare continuum in areas of highest need. (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

viii. The name of the Federal awarding agency is **U.S. Department of Treasury;** the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS).

ix. The Catalog of Federal Domestic Assistance (CFDA) number is **21.027,** name is **Coronavirus State and Local Fiscal Recovery Funds,** and dollar amount is **$3,828,761,790**.

x. This award **is not** for research & development

xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.

2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F.**

3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F.**

4) Subrecipient's approved indirect cost rate is **0%.**

5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.332 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.

6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 15 of this Exhibit and may be further specified in the accompanying Scope of Work exhibit.

7) **Performance and Final Status**. Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

8) **Matching Funds**.

i. Subrecipient shall provide matching funds as stated in **Exhibit B.** Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDHS regarding the status of such funds upon request. Subrecipient'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 Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDHS that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably

pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

1. Definitions.

1.1 For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

1.1.1 "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

1.1.1.1 Awards may be in the form of:

1.1.1.1.1 Grants;

1.1.1.1.2 Contracts;

1.1.1.1.3 Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.1.1.4 Loans;

1.1.1.1.5 Loan Guarantees;

1.1.1.1.6 Subsidies;

1.1.1.1.7 Insurance;

1.1.1.1.8 Food commodities;

1.1.1.1.9 Direct appropriations;

1.1.1.1.10 Assessed and voluntary contributions; and

1.1.1.1.11 Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

1.1.1.1.12 Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

1.1.1.2 Award ***does not*** include:

1.1.1.2.1 Technical assistance, which provides services in lieu of money;

1.1.1.2.2 A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

1.1.1.2.3 Any award classified for security purposes; or

1.1.1.2.4 Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.1.2 "Contract" means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.

1.1.3 "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.1.4 "Unique Entity ID number" or "UEI" is the Unique Entity ID number established by the federal government in the Unique Entity ID System to uniquely identify a business entity. For more, see: www.sam.gov.

1.1.5 "Entity" means:

1.1.5.1 If the source of the funding is a Grant:

1.1.5.1.1 a Non-Federal Entity;
1.1.5.1.2 a foreign public entity;
1.1.5.1.3 a foreign organization;
1.1.5.1.4 a non-profit organization;
1.1.5.1.5 a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
1.1.5.1.6 a foreign non-profit organization (only for 2 CFR part 170) only);
1.1.5.1.7 a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
1.1.5.1.8 a foreign for-profit organization (for 2 CFR part 170 only).

1.1.5.2 If the source of funding is not a Grant:

1.1.5.2.1 all of the following as defined at 2 CFR part 25, subpart C;
1.1.5.2.2 A governmental organization, which is a State, local government, or Indian Tribe;
1.1.5.2.3 a foreign public entity;
1.1.5.2.4 a domestic or foreign non-profit organization;
1.1.5.2.5 a domestic or foreign for-profit organization; and
1.1.5.2.6 a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.1.6 “Executive” means an officer, managing partner or any other employee in a management position.

1.1.7 If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.

1.1.8 “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”

1.1.9 “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1.1.10 If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.

1.1.11 “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant. Grantee also means Subrecipient.

1.1.12 “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

1.1.13 “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

1.1.13.1 Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

1.1.13.2 Is not organized primarily for profit; and

1.1.13.3 Uses net proceeds to maintain, improve, or expand the operations of the organization.

1.1.14 “OMB” means the Executive Office of the President, Office of Management and Budget.

1.1.15 “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

1.1.16 “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.

1.1.17 “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and

conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

1.1.18 "Subrecipient" or, if the source of funding is a Grant, "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

1.1.19 "Subrecipient Parent UEI Number" means the subrecipient parent organization's 12-digit Unique Entity ID System (UEI) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.1.20 "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.1.21 "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:

1.1.21.1 Salary and bonus;

1.1.21.2 Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

1.1.21.3 Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

1.1.21.4 Change in present value of defined benefit and actuarial pension plans;

1.1.21.5 Above-market earnings on deferred compensation which is not tax-qualified;

1.1.21.6 Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.1.22 "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.

1.1.23 "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.1.24 "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. Compliance.

2.1 Contractor/Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, including, but not limited to, all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Contractor/Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. System for Award Management (SAM) and Unique Entity ID System (UEI) Requirements.

3.1 SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the

Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

3.2 UEI. Contractor/Grantee shall provide its UEI number to its Prime Recipient, and shall update Contractor's/Grantee's information in www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

4. Total Compensation.

4.1 Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

4.1.1 The total Federal funding authorized to date under the Award is $30,000 or more if the source of funding is a Grant, or otherwise $25,000 or more if the source of funding is not a Grant; and

4.1.2 In the preceding fiscal year, Contractor/Grantee received:

4.1.2.1 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.1.2.2 $30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and

4.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. Reporting.

5.1 If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and

Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

6. Effective Date and Dollar Threshold for Reporting.

6.1 If the source of funding is a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

6.2 If the source of funding is not a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

6.3 The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. Subrecipient Reporting Requirements.

7.1 If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

7.2 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

- 7.2.1 Subrecipient UEI Number;
- 7.2.2 Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
- 7.2.3 Subrecipient parent's organization UEI Number;
- 7.2.4 Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
- 7.2.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.2.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

7.3 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:

7.3.1 Subrecipient's UEI Number as registered in SAM.

7.3.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Procurement Standards.

8.1 Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

8.2 If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

8.3 Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. Access to Records.

9.1 A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements)

through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

10. Single Audit Requirements.

10.1 If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

10.2 Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

10.3 Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

10.4 Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. Contract/Grant Provisions for Subrecipient Contracts.

11.1 In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.

11.2 {Applicable to federally assisted construction contracts.} Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

11.3 {Applicable to on-site employees working on government-funded construction, alteration and repair projects.} Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

11.4 Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"/"funding Contract", the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

11.5 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

11.6 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or

otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

11.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

11.8 Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

11.9 Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. Certifications.

12.1 Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

13. Exemptions.

13.1 These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

13.2 A Contractor/Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14. Event of Default and Termination.

14.1 Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.

14.2 Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

14.2.1 By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

14.2.2 By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

14.2.3 By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.2.4 By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

14.2.5 By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

15. Additional Terms re Payments to Grantee to Supplement Main Terms in Contract.

15.1 **Federal Recovery**: The closeout of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on

the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

15.2 **Close-Out**: Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete closeout, 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. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

Exhibit End

Exhibit F-3 - SLFRF Subrecipient Provisions Exhibit (CDHS)

This Exhibit and the Appendices hereto apply regarding the use of State and Local Fiscal Recovery Funds (SLFRF) to comply with requirements established by the U.S. Department of Treasury and the Colorado Department of Personnel & Administration, Office of the State Controller re the Colorado Department of Human Services (CDHS).

This SLFRF Provisions Exhibit may supplement other Exhibit(s) to the instant Agreement. In the event that terms on prior Exhibit(s) to the instant Agreement conflict with this SLFRF Provisions Exhibit, this Exhibit shall control and take precedence.

The Contractor/Vendor/Other Agency entity with which the Colorado Department of Human Services (CDHS) is contracting per this Agreement may be referred to as "Subrecipient" herein, the designation per controlling law and mandates. This "Subrecipient" designation shall apply in this context notwithstanding prior definition(s) of any entity to this agreement as "Contractor" or any other title.

Subrecipient must agree to and comply with the terms of these SLFRF Provisions in order to receive and use these funds. Subrecipient shall execute not only the instant Agreement, but also specifically the Certification Agreement appendix to the instant Exhibit. A failure to also separately execute the Certification Agreement appendix hereto shall not relieve Subrecipient of the rules/obligations set forth herein; such a clerical error must be promptly remedied upon discovery by notifying the CDHS office/program contact, who can then assist with the logistics of mandatory signing, which shall retroactively apply.

In the event that Subrecipient is/was in receipt of SLFRF funding from CDHS prior to execution of the instant Exhibit, Subrecipient understands that its obligations set forth herein with regards to that funding shall retroactively apply.

The regulations and requirements surrounding receipt and use of SLFRF funding is an evolving subject matter as established by the U.S. Department of Treasury and put into established policy by the Colorado Department of Personnel & Administration, Office of the State Controller for use with CDHS Agreements. As such, Subrecipient agrees to execute any additional Agreements/Amendments as required by CDHS to establish and/or update these procedures. Subrecipient agrees to accept written notice from CDHS of updates to these requirements and to comply with same forthwith, even if prior to or without a formal Amendment to the Agreement to update this Exhibit or the rules/requirements established herein. Regardless, if CDHS requests that Subrecipient execute an Amendment to formalize implementation of and/or acknowledgment of updates to this Exhibit, Subrecipient shall promptly comply.

Subrecipient agrees to stay abreast of and comply with the most current iterations of the requirements re SLFRF funding set forth on https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).

Table 1: Federal Award(s) Applicable to this Grant Award

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date*	May 18, 2021
Federal Award End Date	December 31, 2026
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not the amount of this grant agreement)	$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

Table 2: State Award (if applicable) to this Grant Award

State Statutory Authority	HB24-1466 – Refinance Federal Coronavirus Recovery Funds
State Award Date	July 1, 2024
State Award End Date	June 30, 2026

Appendix 1 To SLFRF Exhibit – Budget Supplement

1. Budget By US Treasury Expenditure Category

3 Expenditure Categories identified in this Appendix will determine what is reported on as outlined in the all following Appendices to this Exhibit.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
PHI310	Behavioral Health Continuum Gap Community Investment Grants	1.14 Other Public Services	$31,633.29
Total			$31,633.29

2. Budget By Function

3. Expenditure Category Modifications

4 Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab). **In no event may this be used to modify the overall total of this Agreement or otherwise any non SLFRF expenditures.**

Appendix 2 To SLFRF Exhibit - Federal Provisions Supplement

1. Applicability of Provisions.

5 The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

6 The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

7 Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

8 These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

2.1.8. "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.

2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's

or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID Number" means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at https://sam.gov/content/home.

3. Compliance.

3.1 Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2 Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. System for Award Management (SAM) and Unique Entity Identifier (UEI) Requirements.

4.1 SAM. Subrecipient shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2 UEI. Grantee shall provide its UEI Number to its Prime Recipient, and shall update Grantee's information in SAM at least annually.

5. Total Compensation.

5.1 Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.2 The total Federal funding authorized to date under the Award is $30,000 or more; and

5.3 In the preceding fiscal year, Grantee received:

5.4 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.5 $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.6 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. Reporting.

6.1 If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. Effective Date and Dollar Threshold for Federal Reporting.

7.1 Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2 The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. Subrecipient Reporting Requirements.

8.1 Grantee shall report as set forth below.

8.2 Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Appendix 4 to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

A. EC 1 – Public Health

i. All Public Health Projects

a. Description of structure and objectives

b. Description of relation to COVID-19

c. Identification of impacted and/or disproportionately impacted communities

d. Capital Expenditures

(a) Presence of capital expenditure in project

(b) Total projected capital expenditure

(c) Type of capital expenditure

(d) Written justification

(e) Labor reporting

ii. COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a. Amount of total project used for evidence-based programs

b. Evaluation plan description

iii. COVID-19 Small Business Economic Assistance (1.8)

a. Number of small businesses served

iv. COVID-19 Assistance to Non-Profits (1.9)

a. Number of non-profits served

v. COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a. Sector of employer

b. Purpose of funds

B. EC 2 – Negative Economic Impacts

i. All Negative Economic Impacts Projects

a. Description of project structure and objectives

b. Description of project's response to COVID-19

C. Identification of impacted and/or disproportionately impacted communities

D. Amount of total project used for evidence-based programs and description of evaluation plan (not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)

a. Number of workers enrolled in sectoral job training programs

b. Number of workers completing sectoral job training programs

E. Number of people participating in summer youth employment programs

a. Capital Expenditures

(a) Presence of capital expenditure in project

(b) Total projected capital expenditure

(c) Type of capital expenditure

(d) Written justification

(e) Labor reporting

ii. Household Assistance (2.1-2.8)

a. Number of households served

b. Number of people or households receiving eviction prevention services (2.2 & 2.5 only) (Federal guidance may change this requirement in July 2022)

c. Number of affordable housing units preserved or developed (2.2 & 2.5 only) (Federal guidance may change this requirement in July 2022)

iii. Healthy Childhood Environments (2.11-2.13)

a. Number of children served by childcare and early learning (Federal guidance may change this requirement in July 2022)

b. Number of families served by home visiting (Federal guidance may change this requirement in July 2022)

iv. Education Assistance (2.14, 2.24-2.27)

a. National Center for Education Statistics ("NCES") School ID or NCES District ID

F. Number of students participating in evidence-based programs (Federal guidance may change this requirement in July 2022)

i. Housing Support (2.15, 2.16, 2.18)

a. Number of people or households receiving eviction prevention services (Federal guidance may change this requirement in July 2022)

b. Number of affordable housing units preserved or developed (Federal guidance may change this requirement in July 2022)

ii. Small Business Economic Assistance (2.29-2.33)

a. Number of small businesses served

G. Assistance to Non-Profits (2.34)

a. Number of non-profits served

ii. Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a. Sector of employer

b. Purpose of funds

H. If other than travel, tourism and hospitality (2.36) – description of hardship

I. EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

i. Payroll for Public Health and Safety Employees (EC 3.1)

a. Number of government FTEs responding to COVID-19

ii. Rehiring Public Sector Staff (EC 3.2)

a. Number of FTEs rehired by governments

J. EC 4 – Premium Pay

i. All Premium Pay Projects

K. List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule

a. Numbers of workers served

b. Employer sector for all subawards to third-party employers

c. Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-

exempt workers or those making over 150 percent of the state/county's average annual wage

d. Number of workers to be served with premium pay in K-12 schools

L. EC 5 – Infrastructure Projects

i. All Infrastructure Projects

a. Projected/actual construction start date (month/year)

b. Projected/actual initiation of operations date (month/year)

c. Location (for broadband, geospatial data of locations to be served)

d. Projects over $10 million

(a) Prevailing wage certification or detailed project employment and local impact report

(b) Project labor agreement certification or project workforce continuity plan

(c) Prioritization of local hires

(d) Community benefit agreement description, if applicable

ii. Water and sewer projects (EC 5.1-5.18)

a. National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)

b. Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

c. Median Household Income of service area

d. Lowest Quintile Income of the service area

iii. Broadband projects (EC 5.19-5.21)

a. Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.

(a) If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and

(b) Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

M. Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (Federal guidance may change this requirement in July 2022):

(a) Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

(b) Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

(c) Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households

with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

ii. All Expenditure Categories

N. Program income earned and expended to cover eligible project costs

8.3 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM for each Federal Award Identification Number (FAIN) assigned by a Federal Agency to Prime Recipient no later than the end of the month following the month in which the Subaward was made.

8.3.1.1 Subrecipient Unique Entity ID ("UEI");

8.3.1.2 Subrecipient UEI if more than one electronic funds transfer (EFT) account;

8.3.1.3 Subrecipient parent's organization UEI;

8.3.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.3.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.3.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.3.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.3.2.1 Subrecipient's UEI as registered in SAM.

8.3.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.3.2.3 Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.3.2.4 Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the “Use of Evidence” section in the “Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds” report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.3.2.5 Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.3.2.6 Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county’s average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.3.2.7 For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.3.2.7.1 For projects over $10 million:

8.3.2.7.1.1 Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain

sufficient records to substantiate this information upon request.

8.3.2.7.1.2 A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.3.2.7.1.3 Whether the project prioritizes local hires.

8.3.2.7.1.4 Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.3.3 Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the

State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Appendix 5– SLFRF Reporting Modification Form.

9. Procurement Standards.

9.1 Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2 Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3 Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. Access to Records.

10.1 A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. Single Audit Requirements.

11.1 If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.2 Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.3 Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.4 Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Grant Provisions For Subrecipient Agreements.

12.1 In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.2 {Applicable to federally assisted construction Agreements.} Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction

Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.3 {Applicable to on-site employees working on government-funded construction, alteration and repair projects.} Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.4 Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.5 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.6 Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence

an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.8 Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.9 Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.10 Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. Certifications.

13.1 Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in separate Appendix hereto and submit to State Agency with signed grant agreement.

13.2 Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was

expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

14.1 These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2 A Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

Event of Default and Termination.

14.3 Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

14.4 Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

14.5 By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

14.6 By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

14.7 By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.8 By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

14.9 By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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Appendix 3 To SLFRF Exhibit - Subrecipient Certification Agreement

Agreement with Subrecipient of Federal Recovery Funds

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

_____

Subrecipient Name:

_____

Authorized Representative

_____

Title

_____

Signature

Agreement with Subrecipient of Federal Recovery Funds
Terms and Conditions

1. **Use of Funds**.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. **Period of Performance**. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. **Reporting**. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via separate Appendix hereto – Reporting Modification Form.

4. Maintenance of and Access to Records

   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. **Pre-award Costs**. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. **Administrative Costs**. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. **Cost Sharing**. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. **Conflicts of Interest**. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. **Compliance with Applicable Law and Regulations**.

a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. **Remedial Actions**. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available

remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. **Hatch Act**. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. **False Statements**. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. **Publications**. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. **Debts Owed the Federal Government**.

    a. Any funds paid to the Subrecipient

        i. in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award;

        ii. that are determined by the Treasury Office of Inspector General to have been misused; or

        iii. that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. **Disclaimer**.

a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. **Protections for Whistleblowers**.

a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for Agreement or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. **Increasing Seat Belt Use in the United States**. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. **Reducing Text Messaging While Driving**. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Assurances of Compliance with Civil Rights Requirements
Assurances of Compliance with Title VI of The Civil Rights Act of 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary,

to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42

U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall notify the OSC with copy to CDHS for visibility, the OSC will report to the Department of Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Appendix 4 To SLFRF Exhibit - SLFRF Subrecipient Quarterly Report Requirements

SLFRF Subrecipient Quarterly Report Workbook

The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).

The requirements set forth in this Appendix 4 do not apply if the instant Agreement is between two Colorado State Agencies.

Appendix 5 To SLFRF Exhibit - Sample SLFRF Reporting Modifications Form

Grantee	
Grant Agreement Number	
Project Title	
Project Number	
Project Duration – To	
Project Duration - From	
State Agency	

This form serves as notification that there has been a change to the SLFRF reporting requirements set forth in the Agreement.

The following reporting requirements have been (add/remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee/Contractor agrees to and acknowledges the changes to the SLFRF reporting requirements set forth in the existing Agreement. All other terms and conditions of the Agreement, with any approved modifications, remain in full force and effect. Grantee/Contractor shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Grantee	State Agency Grant Manager
Date	Date