

## **AGREEMENT**

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a home rule municipal corporation of the State of Colorado acting by and through its **DENVER SHERIFF DEPARTMENT** (“City”) and **DENVER HEALTH AND HOSPITAL AUTHORITY**, a body corporate and political subdivision of the State of Colorado, with an address of 777 Bannock St., Mail Code 0278, Denver, CO 80204 (the “Contractor”), jointly “the parties”.

The parties agree as follows:

**1. COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under the Agreement with the Sheriff or the Sheriff’s Designee.

**2. SERVICES TO BE PERFORMED:**

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

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

**c.** The Contractor shall faithfully perform the services in accordance with the recognized medical standard of care, skill, training, diligence, and judgment provided by qualified medical personnel performing services described in the Agreement and in accordance with the terms of the Agreement.

**3. TERM:** The Agreement will commence on October 1, 2023 and will expire on December 31, 2026 (the “Term”). The performance period will expire on September 30, 2026. Subject to the Sheriff’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Sheriff.

**4. COMPENSATION AND PAYMENT:**

**a. Budget.** The City shall pay, and the Contractor shall accept, as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts

set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**.

b. **Reimbursable Expenses**: There are no non-specified reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are described in **Exhibit A**.

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

d. **Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (1,650,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement.

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

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

6. **TERMINATION**:

a. The Parties have the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon sixty (60) days prior written notice to the other party. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Sheriff.

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

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

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

7. **EXAMINATION OF RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this

Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

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

**9. INSURANCE:**

**a.** Contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended (the “Act”). Contractor shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet Contractor’s liabilities in accordance with the limits of the Act. Proof of such insurance shall be provided upon written request by the City. This obligation shall survive the termination of the Agreement.

**b.** Each Party, or the Party’s insurer if applicable, shall waive subrogation rights against the other Party.

**10. INTER-GOVERNMENTAL LIABILITY:** At all times during the term of this Agreement, including any renewals or extensions, Contractor shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA.

Contractor will be responsible for the actions and omissions of its respective officers, agents, employees, and subcontractors, to the extent provided by the Act. This obligation will survive termination of this Agreement.

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

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

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

**14. NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties.

Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

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

sand the Denver Revised Municipal Code.

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

**17. CONFLICT OF INTEREST:**

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

**b.** The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict. Before terminating the Agreement, the City shall give the Contractor a minimum of thirty (30) days to cure the conflict, unless the City, in its sole discretion, determines that the conflict cannot be cured.

**18. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, mailed via United States mail, postage prepaid, or sent via email. Such notices will be sent as indicated below:

If to Contractor at:  
Denver Health and Hospital Authority  
777 Bannock St., MC 1952  
Denver, CO 80204

Email: SPARO@dhha.org

and if to the City at:  
Denver Sheriff Department  
490 W. Colfax Ave.  
Denver, Colorado 80204

With a copy of any such notice to:  
Denver City Attorney's Office 1437 Bannock  
St., Room 353  
Denver, Colorado 80202

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

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

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

**21. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the

performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, protective hairstyle, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

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

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

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

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

**26. INTELLECTUAL PROPERTY RIGHTS:** Intentionally deleted.

**27. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the

Contractor's obligations to provide insurance will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

**29. CONFIDENTIAL INFORMATION:**

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

**b. Use and Protection of Proprietary Data or Confidential Information:**

**(1)** Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release,

publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing Proprietary Data or confidential information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the Proprietary Data or confidential information without written authorization from the Sheriff and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

(2) Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Sheriff; (2) Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data, with the exception as indicated in 30.b.(ii)(3); and (3) Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City, except that Contractor may retain one (1) archival copy for legal and/or business purposes.

(3) Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to- date anti-virus software, controlled access to the physical location of the hardware itself.

(4) Any Intellectual Property jointly conceived and/or created and reduced to practice by both Parties in the course of this Agreement shall be jointly owned by both Parties.

c. **Contractor Information:** The City acknowledges that the City may have access to Proprietary Data or confidential information, including pricing information, that may be owned or controlled by the Contractor, and that the disclosure of such Proprietary Data or information may be damaging to the Contractor or third parties. The City agrees that all Proprietary

Data, confidential information or any other data or information, including pricing data, provided or otherwise disclosed by the Contractor to the City shall be held in confidence and may not be released or disclosed unless required by law. The City shall exercise the same standard of care to protect such Proprietary Data and confidential information as a reasonably prudent entity would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information, including pricing information, which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary or Confidential Data may be in hardcopy, printed, digital or electronic format.

**d. Employees and Subcontractor:** Each party will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of each party under this Agreement shall survive the expiration or earlier termination of this Agreement. Each party agrees not to disclose Proprietary Data or confidential information of the other party to subcontractors or third parties unless such subcontractors or third parties are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

**30. DATA PROTECTION**

**a.** The Contractor shall ensure that all City data, information, and records, regardless of form, in the Contractor's possession are protected and handled in accordance with the requirements of this Agreement and any exhibits or attachments, City policies, and applicable laws. If the Contractor or any of its subcontractors receives the following types of data, the Contractor or its subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all tax information and in accordance with the Safeguarding Requirements for Federal Tax Information, attached to this Agreement as an exhibit if applicable; (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all criminal justice information (CJI); (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA); (vi) the Family Education Rights and Privacy Act (FERPA); (vii) C.R.S. § 24-73-101, *et seq.*; (viii) the Telecommunications Industry Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-

942); (ix) the Fair Credit Reporting Act (FCRA); and (x) the federal Health Insurance Portability and Accountability Act for all protected health information (PHI) and in accordance with the HIPAA Business Associate Terms attached to this Agreement, if applicable. The Contractor shall immediately forward any request or demand for City information or records to the notice addresses contained herein.

b. If the Contractor receives personal identifying information (“PII”) under this Agreement, the Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII and the nature and size of the Contractor’s business and its operations. The Contractor shall be a “Third-Party Service Provider” as defined in C.R.S § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S §§ 24-73-101 *et seq.* Unless the Contractor agrees to provide its own security protections for the information it discloses, the Contractor shall require all its subcontractors, employees, agents, and assigns to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII disclosed and reasonably designed to help protect the PII subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. The Contractor and its subcontractors, employees, agents, and assigns that maintain electronic or paper documents that contain PII under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the PII to make it unreadable or indecipherable when the records are no longer needed.

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

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

**33. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Contractor shall

cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

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

**List of Exhibits:**

Exhibit A – Scope of Work

Exhibit B – Budget

Exhibit C – Award Conditions

Exhibit D – Indirect Cost Rate Agreement

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**Contract Control Number:** SHERF-202371581-00  
**Contractor Name:** DENVER HEALTH AND HOSPITAL AUTHORITY

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

SHERF-202371581-00  
DENVER HEALTH AND HOSPITAL AUTHORITY

By: DocuSigned by:  
**Amanda Breeden**  
0ACDB82B6128484...

Name: Amanda Breeden  
(please print)

Title: Sr. Director, SPARO  
(please print)

ATTEST: [if required]

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

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

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

**EXHIBIT A**  
**Scope of Work**  
**Medication-Assisted Treatment Expansion**

**a. Description of the Issue**

Denver County ranks among the top 10 percent of counties in Colorado with the highest rates and numbers of both opioid use and fatal overdose.<sup>1</sup> Despite tremendous state and federal investments in opioid use disorder (OUD) prevention, treatment, and recovery programming, Colorado was among a handful of states that experienced a swing in the wrong direction with overdose fatalities following the COVID pandemic; the age-adjusted rate of overdose deaths in Colorado has seen a 50 percent increase, from 16.6 deaths per 100,000 residents in 2016 to 24.9 in 2020. These fatalities are more densely populated in Denver Metropolitan Area, which also ranks third highest in the state for deaths due to drug overdose (24.7 per 100,000 population).<sup>2</sup> According to the Denver Department of Public Health & Environment (DDPHE), drug related deaths in Denver rose from 225 in 2019 to 370 in 2020 and then 473 in 2021—a 110% increase. Over the same timeframe, the city saw a 308% increase in fentanyl-related overdose deaths.<sup>3</sup> A study by Frank et al., 2023, identified low rates of access to care for individuals with chronic medical and behavioral conditions released from the Colorado Department of Corrections; only 10 percent of the studied cohort were able to access outpatient services within 30 days of release. Additionally, individuals releasing from jail and prison are at an increased risk of overdose and up to 40 to 129 times more likely to die from overdose than the general public.<sup>4</sup>

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<sup>1</sup> Colorado Department of Public Health and Environment. 2017. Colorado Opioid Profile. Retrieved at <https://drive.google.com/file/d/1NdB4s5g4IVSW8vCsWI288ONdtvzWiXNi/view>

<sup>2</sup> Colorado Department of Public Health and Environment. 2021. Crude rates drug overdose deaths due to any drug in Colorado 2000-2021. Retrieved at <https://cohealthviz.dphe.state.co.us/t/PSDVIP-MHPPUBLIC/views/Historicdrugoverdosedashboard0021/DrugsinCOStory?%3Aembed=y&%3AisGuestRedirectFromVizportal=y>

<sup>3</sup> <https://storymaps.arcgis.com/stories/38a58bd148184f2595e47fcb2d305b41>

<sup>4</sup> <https://www.vera.org/publications/overdose-deaths-and-jail-incarceration/national-trends-and-racial-disparities>

With its incarcerated population disproportionately impacted by OUD and at high risk of overdose upon release, the Denver Sheriff Department (DSD) and its medical provider Denver Health Hospital Authority (DHHA) continue working to expand jail-based substance use treatment options. This proposed Medication Assisted Treatment Expansion Program will expand the reach of evidence-based treatment interventions to promote long-term recovery and facilitate connections to community-based treatment.

Medication Assisted Treatment (MAT) is a treatment regimen for individuals with substance use disorders (SUD), specifically OUD or alcohol use disorder (AUD), that combines medications such as methadone, buprenorphine, or naltrexone with counseling and behavioral therapies. MAT has a recovery success rate of 60% or higher, compared to the 5-15% success rates for opioid detoxifications and other medication-free therapies. Peer-reviewed studies of MAT effectiveness have shown that: MAT is the most effective intervention for OUD; use of MAT reduces risk of overdose and reduces all-cause mortality, and MAT use reduces illicit drug use exponentially the longer an individual takes the medication and remains in treatment.

DHHA and the DSD manage a MAT Program for individuals in DSD custody. Medication therapies include: the use of buprenorphine for patients in acute opiate withdrawal; the continuation of MAT (buprenorphine, naltrexone, Vivitrol, or methadone) for patients with an active prescription in the community; and the induction of MAT (buprenorphine, naltrexone, and Vivitrol) for patients identified with OUD and/or AUD in custody. In addition to MAT medications DHHA also staffs two MAT housing units—one for females and one for males—that offer a Therapeutic Community-like treatment environment for individuals struggling with SUD. Patients housed in the dedicated MAT housing units receive the benefits of group therapy,

one to one therapy, and case management. However, with limited staff there are many patients waiting for services.

The DSD has an average daily population of 1,700-1,800 individuals. In 2022, 694 adults detained in the Denver jails were identified with OUD and/or AUD and referred to the MAT program. 72% (n=496) underwent a complete bio-psycho-social intake by a Therapeutic Case Worker (TCW) and were enrolled in the MAT program. Of the 496 enrolled, 73% initiated medication assisted treatment for OUD/AUD and 63% had at least one session of group or individual supportive psychotherapy. Health-related social needs were common among the population enrolled in MAT: 21% identified a need for transportation support and 15% identified housing instability. Resources and referrals were provided to all participants upon release from jail. Due to resource constraints of the program, only 29% of MAT participants received direct referrals to SUD outpatient care upon release, and the program was only able to verify that 9% of those that received referrals were effectively linked to care.

The primary barrier to expanding MAT services and treating more patients in the DSD jails is staffing. To safely induct and maintain individuals on MAT medications, MAT nursing staff have daily contact with all individuals taking MAT medications at both the Downtown Detention Center (DDC) and Denver County Jail (COJL). To reduce the potential for medication diversion, during medication administration the MAT nursing staff observe individuals for 15 minutes after each dose of buprenorphine. To increase the number of incarcerated individuals with an active order for a MAT medication, DHHA requires additional MAT nursing positions to administer medications.

In addition to medication needs met by nursing staff, the MAT Program also requires therapeutic and case management staff to support behavioral health and reentry planning needs.

DHHA utilizes TCWs to complete bio-psycho-social intakes for continued MAT treatment at community MAT clinics, work with patients in one-to-one therapy, and run groups in the dedicated MAT housing units. DHHA utilizes Assistant Case Coordinators (ACC) to screen individuals interested in MAT treatment, manage movement into the MAT housing units, and create a reentry plan including individualized referrals to community-based treatment, housing, transportation, and recovery support services. To expand MAT services in the DSD jails, DHHA requires additional TCWs and ACCs to reach patients that are not housed in the MAT housing units.

**b. Project Design and Implementation**

The proposed MAT Expansion Program will increase the number of individuals with access to MAT induction while incarcerated at the DDC or COJL, increase the number of individuals receiving therapy, increase intakes or connections to MAT and other clinically indicated SUD treatment after release from DSD custody, and increase access to housing and transportation upon release. The proposed period for this program is October 1, 2023-September 30, 2026. DSD will contract the full funded amount to DHHA to add the following positions to the existing MAT Program: three MAT nurses, one TCW, and one ACC.

Once awarded, DSD will initiate the contracting process to contract this funding to DHHA. When the contract is fully executed, DHHA will hire two MAT nurses, one TCW, and one ACC. The third MAT nurse position, which is budgeted at .75FTE for the first grant year, will fund an existing position whose funding expires on 12/31/2023. From 01/01/2024 through the end of the grant period, this position will be funded by the proposed MAT Expansion Program.

Concurrent to the contracting process between DHHA and DSD, DHHA and DSD leadership will prepare to remove barriers and offer medications, therapeutic options, and reentry services

to all individuals interested in and clinically appropriate for MAT treatment. This will start at the first point of contact when an individual books in to the DDC and will be accomplished by partnering with DHHA intake nursing staff and the newly formed DSD Mental Health Intake team to quickly identify individuals interested and eligible in MAT medications and refer them directly to the MAT Program. MAT medications are purchased through a separate funding source and are readily available; with the additional MAT nurse positions and the referrals from intake patients can be started and continued on MAT medications as soon as they book in.

In addition to providing MAT medications to more individuals, the additional staffing will allow DHHA and DSD to expand programming in the MAT housing units and offer MAT services to those not housed in the MAT unit. The TCW will provide two weekly groups in the MAT housing units, provide monthly one-to-one therapy with program participants inside and outside of the MAT housing units, and complete five intakes per week to connect individuals to community MAT clinics. The additional ACC position will link more individuals to reentry services and work with DSD MAT Coordinators to improve transitions from jail-based to community treatment services. Strategies to increase community treatment include inviting external treatment providers into the jail and referring individuals to sober living.

Summary of job descriptions for positions funded under the proposed program:

**MAT Nurse:** Under general supervision, the professional nurse adheres to the American Nurses Association (ANA) standards of professional nursing and performance, and the ANA Code of Ethics to provide care to all healthcare consumers. MAT nurses apply critical thinking, evidence-based practices, and competence to collaborate with the health care team to promote excellence in healthcare consumer safety and quality outcomes, and utilize the Theory of Human Caring and Caritas in daily practice. The jail environments of care have a higher level of clinical acuity and

environmental hazard than inpatient and ambulatory nursing settings based on the nature of the facility. The detention centers employ a high level of security, which impacts daily working conditions, including both personal and institutional safety and clinical operations.

Environmental awareness, critical thinking, and decisive, decision-making skills are required in the correctional care setting.

**Therapeutic Case Workers:** The TCWs perform culturally competent individual/group therapy, bio-psycho-social assessments, care plan development, case management, and referral work to MAT Program participants. This position practices within Colorado Office of Behavioral Health (OBH) and Centers for Medicare and Medicaid Services (CMS) Standards for patients receiving substance use disorder and mental health treatment at DHHA. All TCWs subscribe to an evidence-based practice framework to manage and facilitate clinical processes/ progress for patients and manage a clinical case load and clinical documentation that spans multiple modalities of care. The goals of this clinical practice are to assist patients in their ability to effectively manage their addictive disorder and mental health symptoms to better function and gain stability in the community.

**Assistant Case Coordinator:** The ACCs provide reentry planning services to help connect MAT patients with community-based MAT resources, other substance use treatment, and other resources as needed. The ACC serves as an intermediary between the DSD, social services, and community partners to facilitate access to services in support of individuals incarcerated in Denver jail. The ACC assists the patient in obtaining the care and resources needed to maintain MAT, identifying patient needs to reduce barriers to timely treatment, and connecting patients to sources of clinical, financial, or social support in the community.

**c. Capabilities and Competencies**

**Denver Health and Hospital Authority** is a public safety net institution that has served the citizens of Denver for 160 years. DHHA cares for 220,000 of the community's most vulnerable residents each year. 60% of patients are members of ethnic and racial minority groups, and 70% live below the 200% federal poverty level. DHHA established the Center for Addiction Medicine (CAM) in 2019 to integrate substance use treatment throughout its integrated health care system. CAM implemented a hub-and-spoke approach, with no wrong door and multiple options for receiving treatment for patients with SUD. Within the CAM, DHHA operates SUD treatment services for the community and individuals with criminal justice histories, including ASAM Level 1 and 2.1 services at the Outpatient Behavioral Health Services (OBHS), and ASAM Level 3.1 and 3.2 services at Denver CARES, and integrated behavioral health services at Corrections Transitions Clinic (CTC), and in CTC's network of FQHCs. DHHA's jail-based programs provide more than 450,000 patient encounters in the jails annually, of which more than 20 percent are related to behavioral health. DHHA's commitment to serving diverse patients is reflected by its equity blueprint, which aims to hire and retain staff that represent the patient population served. In addition, DHHA is an anchor institution, leveraging its economic power and resources, including hiring, purchasing, and investing to improve the long-term health of its community. DHHA has a successful history managing complex contracts and demonstrating sound fiscal management. DHHA currently manages more than \$80 million in grant funding with fiscal and management structure supported by the Department of Sponsored Programs and Research Office (SPARO). SPARO provides administrative, information systems, and logistical support to ensure compliance with policies, procedures and regulations of the institution, sponsors and federal agencies.

Holly Witt RN, BSN, CAS, CCHP has been employed with DHHA for over 10 years and has been involved with the DHHA/DSD MAT program since its inception in 2017. In 2022 Holly took the lead as Nurse Program Manager overseeing financials and daily operations of the MAT program as well as supervising all program staff. Holly has experience successfully managing government SAMHSA grants and extensive experience creating standard workflows.

The **Denver Sheriff Department** is comprised of two divisions, Administration and Operations, and has an extremely diverse staff with over 1,000 uniformed and non-uniformed members. DSD operates two separate jails and performs law enforcement/public safety functions for the court systems. DSD executes state inmate transportation and national extradition duties, has fugitive and K-9 units, operates the vehicle impound facility, as well as security at Denver Health Medical Center, and runs inmate programming and services.

DSD behavioral health programming is led by Chief of Mental Health Services Dr. Nikki Johnson. Dr. Johnson has been a Licensed Psychologist in the state of Colorado since 2008, a Certified Correctional Health Professional since 2021, and a Certified Addiction Specialist since 2009. She has worked in both jail and prison settings with both juveniles and adults for almost twenty years. In addition, Dr. Johnson helped to initiate a Medication-Assisted Treatment (MAT) program in the Jefferson County Detention Facility in 2019. She has assisted in the expansion of MAT services in the Denver Sheriff Department, including the Harm Reduction Release bag program and MAT housing units.

Under Dr. Johnson's supervision, DSD Behavioral Health Manager Jessica Patterson partners with Denver Health to administer behavioral health programming in the jail including the SUD program and Competency Enhancement programming and supports DSD and contract staff to implement the Recovery in a Secured Environment Program. Jessica Patterson has been a

Licensed Social Worker since 2017, currently as a Licensed Clinical Social Worker in the state of Colorado since 2019. She has worked in mental health and substance use treatment services since 2008, with a specialization in the incarcerated population since 2013. Since 2021, she has supervised the COJL team and assisted with the expansion of various MAT programs to include collaborating with DHHA to implement a MAT housing unit and Narcan distribution.

Jessica manages a team of two MAT Coordinators who partner with DHHA providers to ensure the provision of MAT services and transition to community-based care. Anna Hunter is the MAT Coordinator at the DDC. She joined the DSD 2021 as a Presentence Reentry Coordinator and has a background in criminal justice and forensic psychology. The COJL MAT Coordinator ShaNee Noble has a background in community engagement and spent several years working in the Denver Public School assisting youth in career development. ShaNee has volunteered with MAT treatment providers in the community and has her QMAP certification.

**d. Plan for Collecting the Data Required**

Under the overarching Byrne Discretionary Grants Program goal to improve functioning of the criminal justice system, the goal of the proposed MAT Expansion Program is to expand and improve MAT services for individuals incarcerated in DSD facilities. To accomplish this goal, DSD and DHHA will focus on the following objectives:

**Objective 1:** Offer MAT services to all interested and clinically appropriate incarcerated individuals identified with SUD.

- Measurement: number of individuals receiving MAT services during their period of incarceration, including continuation and induction.

**Objective 2:** Increase number of individuals that successfully transition from jail-based MAT treatment to community-based treatment and recovery support services.

- Measurement: number of individuals receiving jail-based MAT services that attend at least one community appointment.

**Objective 3:** expand programming in the MAT housing units.

- Measurement: types of services available in the MAT housing units and number of groups held in the MAT housing units.

The DSD and DHHA will partner to collect, monitor, and analyze programmatic data. At program launch, DSD the Behavioral Health Manager and the DHHA MAT Nurse Program Manager will meet with the DSD Director of Performance Management and the DHHA data team to build a tracking system and dashboards. The DHHA will be responsible for providing the DSD MAT Coordinators with access to data collected through the existing DHHA Access portal, and the DSD MAT Coordinators will be responsible for entering this data into the tracking system.

The DSD Behavioral Health Manager and DHHA MAT Nurse Program Manager will continually monitor the dashboards and based on this data implement an ongoing quality improvement process. They will also perform periodic data integrity reviews to ensure the quality of data entered and that the dashboards are functioning properly.

Utilizing these data management tools, DHHA will submit the required semiannual reports to DSD two weeks prior to the OJP reporting deadline. The DSD Behavioral Health Manager will review the report, address any questions or concerns with the DHHA MAT Nurse Program Manager, and enter the finalized data into the JustGrants system prior to the OJP reporting deadline.

## EXHIBIT B

### Budget

<i>DHHA MAT Subgrant Budget</i>								
<b>Personnel</b>	<b>Year 1</b>			<b>Year 2</b>		<b>Year 3</b>		<b>Total Project Cost</b>
<b>Position</b>	<b>Base Salary</b>	<b>FTE</b>	<b>Annual Cost</b>	<b>FTE</b>	<b>Annual Cost</b>	<b>FTE</b>	<b>Annual Cost</b>	
MAT Nurse	\$ 85,706	\$ 1	\$ 85,706	\$ 1	\$ 89,563	\$ 1	\$ 93,593	\$ 268,861
MAT Nurse	\$ 85,706	\$ 1	\$ 85,706	\$ 1	\$ 89,563	\$ 1	\$ 93,593	\$ 268,861
MAT Nurse	\$ 85,706	\$ 1	\$ 64,279	\$ 1	\$ 89,563	\$ 1	\$ 93,593	\$ 247,435
Therapeutic Case Manager	\$ 66,900	\$ 1	\$ 66,900	\$ 1	\$ 69,911	\$ 1	\$ 73,074	\$ 209,885
Assistant Case Coordinator	\$ 53,102	\$ 1	\$ 53,102	\$ 1	\$ 55,492	\$ -	\$ -	\$ 108,594
<i>Subtotal Personnel</i>			\$ 355,693		\$ 394,090		\$ 353,853	\$ 1,103,636
<b>Benefits</b>	<b>Year 1</b>			<b>Year 2</b>		<b>Year 3</b>		<b>Total Project Cost</b>
<b>Position</b>	<b>Rate</b>	<b>Base</b>	<b>Annual Cost</b>	<b>Base</b>	<b>Annual Cost</b>	<b>Base</b>	<b>Annual Cost</b>	
MAT Nurse	\$ 0	\$ 85,706	\$ 22,883	\$ 0	\$ 23,913	\$ 0	\$ 24,989	\$ 71,786
MAT Nurse	\$ 0	\$ 85,706	\$ 22,883	\$ 0	\$ 23,913	\$ 0	\$ 24,989	\$ 71,786
MAT Nurse	\$ 0	\$ 64,279	\$ 17,163	\$ 0	\$ 23,913	\$ 0	\$ 24,989	\$ 66,065
Therapeutic Case Manager	\$ 0	\$ 66,900	\$ 17,862	\$ 0	\$ 18,666	\$ 0	\$ 19,509	\$ 56,037
Assistant Case Coordinator	\$ 0	\$ 53,102	\$ 14,178	\$ 0	\$ 14,816	\$ 0	\$ -	\$ 28,995
<i>Subtotal Benefits</i>			\$ 94,970		\$ 105,222		\$ 94,477	\$ 294,669
<b>Direct Costs</b>			\$ 450,663		\$ 499,312		\$ 448,329	\$ 1,398,305
<b>Indirect Costs (18%)</b>			\$ 81,119		\$ 89,876		\$ 80,699	\$ 251,695
<b>Project Totals</b>			\$ 531,783		\$ 589,188		\$ 529,029	\$ 1,650,000

The total amount of \$1,650,000.00 in this agreement is subject to provisions in Exhibit C.

## **Award Conditions**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

1

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

3

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

4

## Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

## 5

### Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

## 6

### Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to

hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

## 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

## 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

## 4. Rules of construction

### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## 7

### OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

## 8

## Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## 9

### Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## 10

### Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 11

### Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

## 12

### Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## 13

### Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period

of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

## 14

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

## 15

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## 16

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## 17

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government

Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 18

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## 19

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 20

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## 22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## 23

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## 25

### Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## 26

### Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

## 27

### All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

## 28

### Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site

at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 29

### Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 30

### Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

## 31

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

## 32

### Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

## 33

### Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

### 34

#### Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

### 35

#### Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

### 36

#### Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

### 37

#### Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

### 38

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

### 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

### 40

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

### 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

### 42

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

### 43

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

44

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

45

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

46

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

47

As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

48

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

49

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition:

Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

50

The recipient may not expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

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**HOSPITALS RATE AGREEMENT**

EIN: 841343242

DATE:04/22/2020

ORGANIZATION:

FILING REF.: The preceding  
agreement was dated  
09/09/2019Denver Health and Hospital Authority  
777 Bannock Street  
Denver, CO 80204-4507

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

**SECTION I: INDIRECT COST RATES**

RATE TYPES:      FIXED                  FINAL                  PROV. (PROVISIONAL)      PRED. (PREDETERMINED)

EFFECTIVE PERIOD

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE (%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FIXED	01/01/2020	12/31/2020	43.00	On-Site	Organized Research
FIXED	01/01/2020	12/31/2020	15.00	Off-Site	Organized Research
FIXED	01/01/2020	12/31/2020	33.00	On-Site	Other Sponsored Programs
FIXED	01/01/2020	12/31/2020	18.00	Off-Site	Other Sponsored Programs
PROV.	01/01/2021	12/31/2023			Use same rates and conditions as those cited for fiscal year ending December 31, 2020.

\*BASE

ORGANIZATION: Denver Health and Hospital Authority

AGREEMENT DATE: 4/22/2020

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Total direct costs excluding capital expenditures (buildings, individual items of equipment; alterations and renovations), that portion of each subaward in excess of \$25,000; hospitalization and other fees associated with patient care whether the services are obtained from an owned, related or third party hospital or other medical facility; rental/maintenance of off-site activities; student tuition remission and student support costs (e.g., student aid, stipends, dependency allowances, scholarships, fellowships).

ORGANIZATION: Denver Health and Hospital Authority

AGREEMENT DATE: 4/22/2020

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**SECTION I: FRINGE BENEFIT RATES\*\***

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<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE (%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FIXED	1/1/2020	12/31/2020	29.30	All	All Employees
PROV.	1/1/2021	12/31/2023	28.20	All	All Employees

\*\* DESCRIPTION OF FRINGE BENEFITS RATE BASE:

Salaries and wages excluding vacation, holiday, sick leave pay,  
other paid absences and payout of accumulated paid time off (PTO).

ORGANIZATION: Denver Health and Hospital Authority

AGREEMENT DATE: 4/22/2020

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**SECTION II: SPECIAL REMARKS**

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TREATMENT OF FRINGE BENEFITS:

The fringe benefits are charged using the rate(s) listed in the Fringe Benefits Section of this Agreement. The following fringe benefits are included in the fringe benefit rate(s):

Payroll Taxes, Workers Compensation, Unemployment Insurance, Health/Dental/Life Insurance, Disability Insurance, Retirement Plan, Education Benefits, Incentive Payments, Vacation/Holiday/Sick Leave Pay, Other Paid Absences, Accumulated Paid Time Off and Other Benefits.

TREATMENT OF PAID ABSENCES

The costs associated with vacation, holiday, sick leave pay, other paid absences and the payout of accumulated paid time off are included in the organization's fringe benefit rate and are not included in the direct cost of salaries and wages. Claims for direct salaries and wages must exclude those amounts paid or accrued to employees for periods when they are on vacation, holiday, sick leave or other paid absences, or that represent a payout of accumulated paid time off.

This rate agreement only updates Fringe Benefit rates.

NEXT PROPOSAL DUE DATES:

A fringe benefit proposal based on actual costs for fiscal year ending 12/31/19, will be due no later than 09/30/20.

An indirect cost proposal based on actual costs for fiscal year ending 12/31/19, will be due no later than 09/30/20.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

ORGANIZATION: Denver Health and Hospital Authority

AGREEMENT DATE: 4/22/2020

**SECTION III: GENERAL**

**A. LIMITATIONS:**

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted: such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

**B. ACCOUNTING CHANGES:**

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

**C. FIXED RATES:**

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

**D. USE BY OTHER FEDERAL AGENCIES:**

The rates in this Agreement were approved in accordance with the cost principles promulgated by the Department of Health and Human Services, and should be applied to the grants, contracts and other agreements covered by these regulations subject to any limitations in A above. The hospital may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

**E. OTHER:**

If any Federal contract, grant or other agreement is reimbursing indirect costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of indirect costs allocable to these programs.

BY THE INSTITUTION:

Denver Health and Hospital Authority

(INSTITUTION)

(SIGNATURE)

Peg Burnette

(NAME)

Chief Financial Officer

(TITLE)

05/07/2020

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Darryl W. Mayes

S

(SIGNATURE)

Darryl W. Mayes

(NAME)

Deputy Director, Cost Allocation Services

(TITLE)

4/22/2020

(DATE) 2690

HHS REPRESENTATIVE:

Rebecca Kaplan

Telephone:

(212) 264-2069