



COLORADO
Governor Jared Polis

May 20, 2024

CTGG1 EAAA 202400004116

City and County of Denver
Denver's Office of Children Affairs (OCA)
201 W. Colfax Avenue, Dept 1109
Denver, CO 80202

Dear Jessica Ridgway, Katherine Jarvis, and Terra Swazer,

We are pleased to inform you that the Colorado Office of the Governor has been selected for funding pursuant to the Federal Emergency Assistance to Non-Public Schools (EANS) under the American Rescue Act Plan (ARP EANS) reverted to the Colorado Governor's Emergency Education Relief (GEER II) ("Program") in the amount of \$1,700,000. This letter authorizes you to proceed with the Colorado GEER Grant ("Project") in accordance with the terms of this Grant Award Letter.

Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions as they are requirements of this Grant to which you Grantee agree by accepting the Grant Funds.

If you have questions regarding this Grant, please contact: Jugbeh Charles at jugbeh.charles@state.co.us or Tammi Hiler at tammi.hiler@state.co.us.

GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

<p>State Agency Colorado Office of the Governor</p>	<p>Total Grant Amount: \$1,700,000.00</p>
<p>Grantee City and County of Denver Grantee UEI JHZYLXQAKY33</p>	
<p>Grant Issuance Date The date the State Controller or an authorized delegate signs this Grant Letter</p>	
<p>Grant Expiration Date September 30, 2024</p>	
<p>Grant Authority Authority to enter this Contract exists in the Federal American Rescue Plan Acts (ARP) for the EANS (ARP EANS) Grant Award #S425V210025 (84.425V) reverted to the Governor's Emergency Education Relief Fund (GEER II).</p>	

Grant Purpose

The purpose of this Grant is for the City of Denver’s Office of Children’s Affairs to expand its Youth Works Initiative program, Youth violence prevention program, and provide academic support for learning loss for students and youth across the Denver metro area in Colorado. The CO GEER grant provides resources to address the ongoing economic, academic, and health-related challenges faced by school districts, charter schools, and public institutions/education agencies, higher education as a result of the COVID-19 pandemic in a manner that creates lasting innovations, improved student learning, and enhanced operational efficiency for students and youth in Colorado.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Statement of Work.
2. Exhibit B, Federal Provisions.
3. Exhibit C, Budget.

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

1. Exhibit B, Federal Provisions.
2. Colorado Special Provisions in §17 of the main body of this Grant
3. The provisions of the other sections of the main body of this Grant.
4. Exhibit A, Statement of Work.
5. Exhibit C, Budget.

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

STATE OF COLORADO

Jared S. Polis, Governor
Office of the Governor
Alec Garnett, Chief of Staff

By: Danielle Oliveto, Deputy Chief of Staff

Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

Office of the Governor
Jonathon Bray, Controller

By: Jonathon Bray, Controller

Date: _____

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee’s Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Budget**” means the budget for the Work described in Exhibit C.

- B. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- D. “**Grant Award Letter**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- E. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- F. “**Grant Expiration Date**” means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- G. “**Grant Issuance Date**” means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- H. “**Exhibits**” exhibits and attachments included with this Grant as shown on the first page of this Grant
- I. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- J. “**Federal Award**” means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- K. “**Federal Awarding Agency**” means a Federal agency providing a Federal Award to a Recipient. The United States Department of Education (DOE) is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- L. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- M. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- N. “**Initial Term**” means the time period between the Grant Issuance Date and the Grant Expiration Date.
- O. “**Matching Funds**” means the funds provided Grantee as a match required to receive the Grant Funds.
- P. “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.
- Q. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally

identifiable information in §§24-72-501 and 24-73-101 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.

- R. “**Recipient**” means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
- S. “**Services**” means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- T. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- U. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- V. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- W. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- X. “**Sub-Award**” means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- Y. “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- Z. “**Subrecipient**” means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- AA. “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- BB. “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

CC. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State’s review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)**

equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor’s employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State’s interests and absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the “GIA”). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State’s sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all

State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

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

L. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit B at all times during the term of this Grant.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

A. STATUTORY APPROVAL. §24-30-202(1) C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (a) provide and keep in force workers' compensation and unemployment**

compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

EXHIBIT A, STATEMENT OF WORK

Response, Innovation, and Student Equity (RISE) Education Fund sponsored through the American Rescue Plan Act of 2021 (ARP Act) also known as ARP EANS (Federal Grant Award Number: S425V210025; CFDA Number 84.425V), Pub. L. No. 117-2 (March 11, 2021) Emergency Assistance to Non-Public Schools (EANS) program reverted to the Governor's Emergency Education Relief Funds (GEER II) from the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act), Pub. L. No. 116-260 (December 27, 2020) to provide resources to address the ongoing economic, academic, and health-related challenges faced by school districts, charter schools, and public institutions/education agencies, higher education as a result of the COVID-19 pandemic in a manner that creates lasting innovations, improved student learning, and enhanced operational efficiency for students, youth, and their families in Colorado. Specifically, the City of Denver's Office of Children's Affairs will utilize grant funds to expand its Youth Works Initiative program, Youth violence prevention program, and provide academic support to address learning loss for students and youth across the Denver metro area in Colorado.

Denver is facing unprecedented challenges affecting its youth population, including an influx of new migratory students, ongoing learning loss exacerbated by the COVID-19 pandemic, and an increase in youth violence, particularly in communities of color. Grantee seeks to address these critical issues through targeted youth programming, focusing on three main areas: supporting new migratory students, preventing youth violence, and providing academic support for students struggling with learning loss. Grantee's services and evidence-based programs are designed to make a measurable impact on Denver's youth within a short timeframe.

Denver's Office of Children's Affairs (OCA) connects communities, government agencies and other stakeholders to support the safety, well-being and development of young people and their families; advocates on behalf of children, their families, and service providers to remove barriers to increase their opportunities; supports programs that are innovative, equitable and effective through funding and technical assistance; and leads children across the child and youth-serving field by engaging youth voice, assessing community needs and innovating the ways in which the city works. OCA is uniquely positioned to deliver services to the youth in Denver who have been acutely impacted by the COVID-19 pandemic, specifically migratory students, students of color, and those with academic needs.

Objective:

The objective of this grant is to support the city of Denver in addressing the unique needs of its youth population, particularly in light of the rapidly growing youth demographic in Denver. Denver has welcomed more than 3,500 new school age youth since August 2023, pushing the City's network of community-based supports to both address the ongoing needs of helping youth recover from the impacts of the COVID-19 pandemic while responding to an unprecedented wave of new migrant arrivals. By providing funding for the evidence-based programming in OCA's portfolio, this grant aims to improve educational outcomes, reduce violence, and support the overall well-being of Denver's youth.

Process of Awards:

OCA formed an internal advisory committee to identify community based organizations doing high quality work in target neighborhoods experiencing the most incidents of youth violence, the highest rates of academic learning loss, and the greatest number of new immigrant students. The internal advisory committee is reviewing OCA's current funded partners to assess their capacity to meet the following:

- Deliver the requested services
- Work within time constraints associated with this grant
- Meet the administrative requirements of this funding

The advisory committee will identify partners who can meet the capacity needs and provide coverage in the following Denver neighborhoods, identified in collaboration with Denver's Department of Safety as target neighborhoods for greater resource support, particularly during the summer months when youth are not in school:

- Montbello in Far Northeast Denver
- Athmar Park in Southwest Denver
- Sun Valley in West Denver
- East Colfax in East Denver
- Washington Virginia Vale in Southeast Denver

Scope of Work:

OCA will fund community based organizations providing the following supportive services to youth in the summer months:

- Youth Violence Prevention (C-24):
 - Partner with organizations to support youth violence prevention programming
 - Expansion of Night Moves programming at four additional Denver Parks and Recreation sites
 - Community Pop Up Events hosted by community-based organizations to provide pro-social activities for youth and create safe spaces in the community. Potential partners include:
 - Homie Unidos
 - Life Line
 - Struggle of Love
 - Montbello Organizing Committee
 - Girls Inc.
 - Servicios de la Raza

These community organizations are enlisted to coordinate and host regular events throughout the summer within neighborhoods that have the presence of multiple risk factors and are experiencing higher rates of youth violence than other communities. Youth Pop-up events have been shown to be an effective strategy to reduce youth violence.

The goals of these events are to provide:

- Opportunities to increase connectedness to family or other caring adults
- Create frequent and positive shared activities with parents and other caretakers
- Increase positive engagement with trusted adults
- Increase involvement in pro-social activities
- YouthWorks Initiative -Elevate Denver's Youth

The YouthWorks Initiative is a summer youth employment and retention program aimed at helping Denver's youth aged 14-21 find and retain a summer job. With a budget of \$1 million, this initiative is specifically designed for companies to hire and retain 1,000 eligible youth throughout the summer season. Our program focuses on supporting youth in obtaining and maintaining summer employment, with each participant expected to be hired and work over 100 hours between May to July. We are dedicated to creating pathways to employment for youth from diverse backgrounds, especially those facing socio-economic challenges. Youth who meet the following criteria will become eligible beneficiaries of a \$1,000 one-time payment:

- Legally employed for at least 100 hours
- Household income at or below 80% AMI
- Between the ages of 14 and 21
- Parental or guardian consent required for participants under 18
- First 1000 eligible applicants or until funds are no longer available

Program Objectives:

1. Provide 1000 youth with meaningful employment opportunities during the summer.
2. Foster skill development, responsibility, and work experience among participants.
3. Promote economic growth and community engagement through youth employment.
4. Support youth from under-resourced communities and those involved with the justice system.

Key Components:

- Application and Hiring Process:
 - Rolling hiring process throughout the application period.
 - Participants must commit to working a minimum of 100 hours during the program.
 - Completion of all paperwork and submissions required before stipend is awarded.
- Retention and Payment:
 - Eligible participants are awarded based on being hired and working over 100 hours.

- All payments of \$1000 distributed on or before August 30th, 2024.
- Implementation Plan:
 - Promote and outreach to Denver Youth and employers.
 - Develop a user-friendly application process with clear guidelines and instructions.
 - Participants will self-report income verification.
 - Conduct pre-employment workshops and job fair.
 - Coordinate with local businesses to create job placements.
 - Establish a communication system for ongoing support, feedback, and reporting.
- Outcome Measurement:
 - Number of eligible applicants and hired participants.
 - Hours worked by each participant during the program.
 - Participant retention rates and performance evaluations.
 - Economic impact assessment on youth and partnering businesses.
 - Participant feedback and satisfaction surveys.

The YouthWorks Initiative represents a significant investment in the future of Denver's youth and our community. By providing meaningful employment opportunities, fostering career development, and promoting economic empowerment, we are committed to creating positive pathways for youth success.

- Academic Support for Learning Loss (A-22):
 - Partner with out of school time programs to increase their academic offerings through high-dosage tutoring to help students who are struggling with learning loss to emerge stronger post-pandemic
 - OCA partners with the following organizations who have indicated they have capacity to increase their service offerings in this area:
 - Scholar's Unlimited
 - YMCA
 - Boys and Girls Club
 - Gen Teach
 - Sun Valley Youth Center

Timeline and Process for Tracking Spend Down:

All funds will be spent by September 30, 2024. Any partner organizations are required to submit final invoices by August 30, 2024 and must abide by OCA's standard accounting processes. That process includes the following:

1. City agencies and partner organizations track spend down and share with OCA monthly with supporting documentation. Examples include: general ledger, timesheets, copies of checks, corporate bank statements, etc.
2. OCA tracks all expenses in an internal invoice spend down tracker
3. The City's Department of Finance maintains an official record of all payments in OCA's financial system, Workday.

Overview of City and County of Denver Processing:

The City & County of Denver (CCD) works as a single-entity with many departments/agencies and a centralized Department of Finance. While each agency has a budget which is overseen and administered individually, agencies coordinate funding exchanges internally to the City financial system, Workday, through the Department of Finance.

The CCD also partners with entities considered to be quasi-governmental (Denver Health, institutions of higher education, Denver Public Schools) via Intergovernmental Grant Agreements. These agreements include the self-insured provisions and are paid in accordance with City payment policies and procedures.

1 GRANTEE RESPONSIBILITIES

A. Grant Award Letter Deliverables

Grantee shall provide the following deliverables during the Term of this Grant Award Letter (the "Grant Deliverables"):

- i. Grantee shall provide support to carry out Grantee educational services outside of traditional school, district, city, or organization hours/calendar to accommodate the business need of serving students. The Grantee shall provide all services in accordance with the terms of this Grant Award Letter, Grantee (and GEER) internal policy/procedures, and in collaboration with the Office of Governor.
- ii. If, due to a change in these underlying assumptions, the Grantee is unable to achieve any of the above Grant Deliverables, the Grantee should promptly notify the Colorado Office of the Governor in writing as early as possible.

B. Compliance, Reporting, Monitoring and Training

Grantee shall satisfy the following reporting, monitoring and training requirements:

- i. Grantee shall submit two quarterly Program Reports in the format supplied by the Colorado Office of the Governor. Reports will include both data and narrative components. Grantee will be required to provide a final report at the close of the grant describing whether or not the applicant has met the intended outcomes along with other close out guidance received by the US Federal Government and/or the Office of the Governor. At the end of each quarter, the Grantee shall submit a report that contains: the amount of large covered funds received that were expended or obligated for each project or activity; a detailed

list of all projects or activities for which large covered funds were expended or obligated, including but not limited to the following:

- a. the name of the project or activity;
- b. a description of the project or activity;
- c. the estimated number of jobs created or retained by the project or activity, where applicable; and
- d. update on closing the equity and learning gaps for students attending schools or youth-based programs that has particularly been impacted by the COVID-19 pandemic

ii. Grantee shall provide each quarterly report to Colorado Office of the Governor no later than the 30th day of quarter-end. Failure to submit a completed quarterly program report by this deadline may delay or prevent the review or acceptance of the Grantee’s invoice. Grantee is also required to submit a closeout report no later than the 30th day after the end of the grant performance period.

Below is a quarterly and closeout report timeline:

Report Type	Reporting Period	Due Dates
Quarterly Progress Report	1) Effective Date of Grant Agreement (signed by Controller) - June 30, 2024	1) July 31, 2024
	2) July 1 - September 30, 2024	2) October 31, 2024
Closeout Report	Effective Date of Grant Agreement – Sept 30, 2024	October 31, 2024
Email address: geer.reimbursements@state.co.us		

iii. Grantee shall respond timely to the annual report disseminated by Colorado Office of the Governor or CDE and provide the information requested in such report. Grantee shall also be responsible for coordinating with the Office of Governor on federal GEER reporting. The Office of the Governor Office will communicate to the Grantee and conduct training relating to the federal reporting requirements. The Grantee is responsible for attending scheduled training session (s) and meeting reporting deadlines.

iv. Grantee shall participate in evaluation and monitoring activities which may be conducted by individuals from Office of the Governor, KPMG, Colorado Education Initiative (CEI), and Colorado Department of Education (CDE) for the purpose of evaluating the parties’ compliance with federal mandates and other GEER/RISE program requirements, and shall comply with all recommendations for program improvement that are identified by the monitoring and evaluation review team.

v. Grantee shall work cooperatively with the Office of the Governor and CDE carrying out its roles and responsibilities as identified in this Grant Award Letter.

- vi. If, in the State's sole discretion, the Grantee fails to make adequate progress towards achieving the Grant Deliverables, the State may require the Grantee, in conjunction with the Office of the Governor and/or CDE, to develop and implement an action plan that describes the efforts that the Grantee and/or the State will take to improve progress towards achievement of the Grant Deliverables, the deadlines for completion of such efforts and the means by which the action plan will be evaluated for effectiveness. The action plan shall incorporate any recommendations of the State and its partners.
- vii. Grantee shall participate with Office of the Governor on all technical assistance or support visits and all periodic file and progress report reviews. Grant shall also attend and participate in Grantee monthly office hour meetings as scheduled by the Office of the Governor.
- viii. Grantee shall submit activity updates as requested by the Office of the Governor as well as provide such additional information as is requested by the Office of the Governor.
- ix. Grantee shall maintain financial records, including staff timesheets signed by each employee and his or her supervisor, that differentiate between time spent in support of Grantee activities and other academic responsibilities.
- x. Grantee shall work with the Office of the Governor for programmatic administration of Grantee, including training, recordkeeping, program, billing and budgetary processes.
- xi. Although the Federal GEER grant may allow for supplanting of funds depending on the circumstances, there are other federal grants which do not. It is the grantee responsibility to thoroughly review and follow procedures of all federal grants under their purview to ensure compliance.
- xii. Grantee shall ensure that all personnel who provide Grantee Services and/or support the Grantee's Grantee program adhere to the State of Colorado Vendor Code of Ethics. The State of Colorado promotes objectivity, nondiscrimination, professionalism and competency, sound business practices, integrity and responsibility in the provision of public services.

C. Billing and Invoicing Procedure

- i. Grantee shall invoice the State for reimbursement of allowable expenditures at least quarterly. Grantee is encouraged to submit reimbursement requests on a monthly basis for timely processing. All invoices should be emailed to the Office of the Governor at geer.reimbursements@state.co.us by the 20th day of the month following the period which the invoice covers.
- ii. If the Grantee requires additional time to submit any invoice (including the final invoice), the Grantee shall notify GEER/RISE Grant Manager in writing of the need for additional time at least (5) five business days before the due date to minimize the delay in invoicing. The Office of the Governor shall determine, in its sole discretion, whether or not to grant the Grantee an extension of time to submit an invoice. An extension request submitted on the date the invoice is due will not be accepted. The Office

of the Governor encourages Grantee to plan accordingly and not wait until the last minute to ask for an extension.

iii. Grantee shall use the invoice template, to be provided by the Office of the Governor, for all reimbursement request invoice submissions. All invoices shall be accompanied by an expenditure report that breaks down Grantee's into the individual Budget line items along with supporting documentation (such as, general ledger, receipts, purchase order, MOU, and sub-contract document) as proof for payment claim.

iv. Colorado Office of the Governor reserves the right to reject in whole or in part any late or non-conforming invoices submitted by the Grantee.

v. All funds must be obligated and liquidated no later than September 30, 2024. Final reimbursement submission must be submitted to the Office of Governor no later than October 31, 2024.

vi. Grantee may provide additional Grantee educational services in excess of the Grant Deliverables set forth herein, but will only be reimbursed for allowable expenditures up to the Grant Maximum Amount shown on the first page of this Grant Award Letter.

vii. Although Grantee can advance its contractor and/or vendor funds upfront in accordance with Grantee's policies and procedures for advance payments, the Office of the Governor shall reimburse Grantee only on realized expenditures with proof of payment (e.g. receipts, general ledger, etc.) and proof of goods or services rendered (e.g. shipping invoice/bill of lading, activity report, etc.). As such, the Office of the Governor recommends that a Grantee avoid making cash advances to prevent any detrimental financial effect on the Grantee.

viii. The Office of the State Controller has implemented a policy to pay vendors via Electronic Funds Transfers (EFT) as part of the Colorado Governor's Executive Order D-2015-013 pertaining to greening efforts. Reimbursement back to Grantee will happen through issuing direct deposit payments to vendors without the need for a paper warrant (check).

ix. Grantee shall comply with the provisions of all applicable federal and state acts, regulations, and assurances; Title 2 of the Code of Federal Regulations (CFR), Part 200 as adopted at 2 CFR 3474, 3485, 34 CFR Part 76; the applicable parts of the Education Department General Administrative Regulations (EDGAR) 34 CFR parts 75-77, 79, 81- 82, 84, 97-99, Department of Education General Education Provisions Act (GEPA) requirement, [Federal ESSER/GEER FAQs](#), [Federal EANS FAQ](#), and other titles of the CFR ([Subpart E—Cost Principles](#)) that govern the award and administration of this grant. The grantee is also responsible for applying the rules for meeting-and-conference-related expenses and the federal [prevailing wage/Davis-Bacon Act](#). The Grantee may be required to repay funds to the Office of the Governor for any expenditures which violate the rules on the use of federal grant funds and/or the terms and conditions of this agreement, including activities outside this scope of work and approved budget.

2. COLORADO OFFICE OF THE GOVERNOR RESPONSIBILITIES

A. Compliances

- i. Colorado Office of the Governor shall provide the Grantee with the information the Grantee needs to comply with its reporting requirements.
- ii. Colorado Office of the Governor shall participate, at the State's discretion, in monitoring and review of the Grantee for the purpose of addressing compliance with GEER/EANS requirements.
- iii. Colorado Office of the Governor will provide training to and participate as needed in technical assistance provided to Grantee personnel related to Grantee. The Colorado Office of the Governor shall make training recommendations to the Grantee if they are not a subject matter expert in the areas which the Grantee may need assistance with.
- iv. Colorado Office of the Governor is accountable to Colorado Department of Education for oversight of their subrecipients, including ensuring their subrecipients comply with the ARP EANS (or, EANS 2) reverted to GEER II regulations, Award Terms and Conditions, and reporting requirements, as applicable.
- v. Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." In particular, remember that:
 - a. Federal grant funds cannot be used to pay for alcoholic beverages; and
 - b. Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.

B. Payments to Grantee

i. . Payment Procedures

- a. Colorado Office of the Governor shall review reimbursement requests timely. once reviewed and invoice documentation is sufficient, the reimbursement request will be processed
- b. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- c. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur

of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

3. ALLOWABLE EXPENDITURES

- A. Pursuant to the terms of this Grant Award Letter, Colorado Office of the Governor will reimburse the Grantee for expenditures deemed allowable as incurred in connection with the provision of RISE education services by the Grantee in an amount up to but not to exceed the Grant Maximum Amount shown on the first page of this Grant Award Letter.
- B. The categories of expenditures set forth below are generally allowable under Grantee, if such expenditures are reasonable and allocable to the Grantee's RISE program and comply with the United States Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200 (the "Uniform Guidance"), as applicable. To facilitate compliance with RISE Program invoicing requirements, the Office of the Governor encourages the Grantee to use State Fiscal Year contracts with all Grantee RISE personnel.
- C. **Administrative Costs:** This expenditure category includes administrative support costs that benefit or directly contribute to GEER/RISE's mission. Allowable expenditures may include the portion of the salary and benefits for Grantee administrative personnel attributable to the Grantee program. Salaries for positions substantially dedicated to the mission of the GEER/RISE Education Fund such as instruction staff and maintenance staff are allowable.
- D. **Building Maintenance and Alteration Costs:** This expenditure category includes building maintenance and alteration costs incurred by the Grantee relating to the Grantee's Grantee program as approved by the Office of the Governor. Allowable expenditures may include ordinary building and facility maintenance or alteration, repair costs (as long as it does not fall under the [Davis-Bacon and Related Acts](#)), including related moving expenses, attributable to the Grantee program. Such costs must be allocated to GEER by a reasonable and appropriate allocation methodology. Capital improvement expenditures that increase the value of the building or facility are not allowable expenses under this award.
- E. **Communication Costs:** This expenditure category includes costs incurred by the Grantee for RISE-related communications. Allowable expenditures may include costs incurred by the Grantee to maintain contact with Office of the Governor, CDE, students or their family members, employers of GEER Participants or other parties regarding the Grantee program.
- F. **Compensation for Personal Services:** This expenditure category includes allowable compensation paid to Grantee's personnel who either spend 100% or properly allocated percentage of their time working on the GEER program. Allowable expenditures may include such personnel's salary and benefits. Salaries for positions substantially dedicated to the mission

of the Grantee Education Fund such as instruction staff and maintenance staff is allowable. Although timesheet submission is not enforced, the Grantee is highly encouraged to maintain approved timesheets record for audit purposes.

- G. **Costs for Services and/or Related Services from Educators:** This expenditure category includes allowable compensation paid to Grantee educators and professional education staff who either spend 100% and/or properly allocated percentage of their time working in support of RISE activities. Allowable expenditures may include the portion of such teachers' and professional education staff's salary and benefits attributable to work performed that contributes to work awareness, work exploration and work preparation. Requests for reimbursement of this category of expenses can be supported by a timesheet that is signed by Grantee's employee and his or her supervisor and that complies with the Uniform Guidance.
- H. **Contractors, subcontractors, or professional service providers:** Grantee is encouraged to follow guidance in this award document in conjunction with its school, organization, the State of Colorado, and/or district procedures when entering in a contractual service agreement. The grantee shall be liable for all contracted goods and services under this award. Grantee is also responsible for ensuring that its contractor/vendor agreement aligns with this award. The Office of the Governor shall reimburse Grantee only for allowable contracted services provided during the GEER grant's period of performance. The Grantee shall be responsible for contract costs before this grant award document and which extends beyond the grant expiration date, and that the Office of Governor considers unallowable in accordance with the federal uniform guidance, GEER II/ARPA EANS, and approved project scope.
- I. **Equipment Costs:** This expenditure category includes costs incurred by the Grantee to purchase office and other equipment necessary for RISE staff to conduct business.
- J. **Materials and Supplies Costs:** This expenditure category includes the Grantee's costs for purchasing materials and supplies used to support GEER.
- K. **Building and Equipment Rental Costs:** This expenditure category includes building and equipment rental costs incurred by the Grantee relating to the Grantee's GEER program. To be allowable, such costs must be reasonable when compared to comparable local rental costs and available alternatives.
- L. **Training Costs:** This expenditure category includes costs incurred by the Grantee for employee professional development related to GEER.
- M. In addition to these expenditures, Grantee shall reference Uniform Guidance and 2 CFR part 200 Subpart E: Cost Principles for other allowable costs under federal grant and obtain prior approval before implementation can begin.

The following categories of expenditures are generally NOT allowable under Grantee:

- a. **Subaward:** An Local Education Agency (LEA) or Subrecipient of this grant award is not authorized to subgrant funds.
- b. Building, facility, capital improvement, purchase or improving land expenditures incurred by the Grantee that increases the value of the building or facility is not allowed by grantee, contractor, or subcontractor.
- c. Indirect costs

- d. Subsidizing executive salaries and benefits without prior written approval from the Office of the Governor
- e. To reimburse pre-award costs
- f. To provide official functions without prior written approval from the Office of the Governor
- g. To provide food for training not in alignment with the grant purpose, state and Grantee internal guidance
- h. For fundraising, political education, or lobbying activities
- i. Generally, to supplant or replace current public or private funding and to supplant ongoing or usual activities of any organization involved in the project - Contact the Office of the Governor with specific questions.
- j. Other types of expenditures that are not included in the categories listed in Statement of Work and budget (including budget approved outside of the contract agreement)
- k. A Grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
 - i. A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- l. Goods, services, and activities disallowed under Uniform Guidance and 2 CFR part 200 Subpart E: Cost Principles and Federal FAQs.

EXHIBIT B, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
 - 2.1.7. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

- 2.1.8. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2. Is not organized primarily for profit; and
 - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

- 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

3. COMPLIANCE.

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

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID (UEI) REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.
- 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information in Sam.gov at least annually.

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Grantee is a Subrecipient, Grantee shall report as set forth below.
 - 8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
 - 8.1.1.1. Subrecipient Unique Entity ID;
 - 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

- 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Grant, the following data elements:
 - 8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

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

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
 - 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
 - 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
 - 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

- 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

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

13. CERTIFICATIONS.

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

14. EXEMPTIONS.

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

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

15. EVENT OF DEFAULT AND TERMINATION.

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

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

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

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

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

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