

## SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

<b>State Agency</b> Department of Local Affairs	<b>Encumbrance Number</b> L18CSBG13	<b>CMS #</b> 106886
	<b>Previous CMS #(s)</b>	
<b>Grantee</b> City and County of Denver	<b>Grant Amount</b> Initial Award: \$166,869.00 Option Letter ## and date effective/spendable: \$0.00 Option Letter ## and date effective/spendable: \$0.00 Option Letter ## and date effective/spendable: \$0.00 Option Letter ## and date effective/spendable: \$0.00 <b>Total Grant Amount: \$166,869.00</b>	
<b>Project Number and Name</b> CSBG13 – City and County of Denver 2018-2021	<b>Performance Start Date</b> The later of the Effective Date or <b>January 1, 2018</b>	<b>Grant Expiration Date</b> <b>June 30, 2021</b>
<b>Project Description</b> The Project consists of providing programs and services to address poverty in Colorado.	<b>Program Name</b> Community Services Block Grant (CSBG)	
	<b>Funding Source</b> FEDERAL FUNDS	
	<b>Catalog of Federal Domestic Assistance (CFDA) Number</b> 93.569	
<b>DOLA Program Manager</b> Sarah Grazier, (303) 864-7896 <a href="mailto:sarah.grazier@state.co.us">sarah.grazier@state.co.us</a>	<b>Funding Account Codes</b>	
<b>DOLA Program Assistant</b> Alex Vercio, (303) 864-8431 <a href="mailto:alex.vercio@state.co.us">alex.vercio@state.co.us</a>		

### THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p style="text-align: center;"><b>STATE OF COLORADO</b>                  John W. Hickenlooper, Governor  <b>DEPARTMENT OF LOCAL AFFAIRS</b>                  Irv Halter, Executive Director</p> <p style="text-align: center;"><i>[Signature]</i>                  FOR By: Irv Halter, Executive Director</p> <p style="text-align: center;">Date: <u>12/28/2017</u></p>	<p style="text-align: center;">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.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b>                  Robert Jaros, CPA, MBA, JD</p> <p style="text-align: center;"><i>[Signature]</i> <span style="float: right;"><i>Kelly Bearden</i></span></p> <p style="text-align: center;">for By: Yingtse Cha, Controller Delegate                  Department of Local Affairs</p> <p style="text-align: center;">Execution Date: <u>12/29/17</u></p>
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## TERMS AND CONDITIONS

### 1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amount shown on the Summary of Grant Award Terms and Conditions 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 Performance Start 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. 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. AUTHORITY

Authority to enter into this Grant Award Letter exists in the law as follows:

#### A. Federal Authority

This Grant Award Letter is funded, in whole or in part, with Federal funds made available pursuant to the Community Services Block Grant (42 U.S.C. 9901 et seq.).

#### B. *Reserved.*

### 4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Budget”** means the budget for the Work described in **Exhibit B**.
- B. **“Business Day”** means any day on 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. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.
- D. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- E. **“Exhibits”** means the following exhibits attached to this Grant Award Letter:
  - i. **Exhibit A**, Federal Provisions
  - ii. **Exhibit B**, Scope of Project
  - iii. **Exhibit C**, Supplemental Provisions for Federal Funding Accountability and Transparency Act of 2006 (FFATA)
  - iv. **Exhibit G**, Form of Option Letter
  - v. **Form 1**, Affidavit of Legal Residency
  - vi. **Form 2**, FFATA Data Report Form
- F. **“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
- G. **“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.
- H. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The U.S. Department of Health & Human Services, Administration for Children & Families, Office of Community Services (“OCS”) is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

- I. **“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.
- J. **“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.
- K. **“Grant Expiration Date”** means the Grant Expiration Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.
- L. **“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.
- 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 Performance Start Date and the initial Grant Expiration Date.
- O. *Reserved.*
- P. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- Q. **“Performance Start Date”** means the later of the Performance Start Date or the Execution Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.
- R. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- S. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- T. **“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 C.R.S.
- U. **“Project”** means the assistance or services provided by Grantee from the list of federal objective(s) for the Community Services Block Grant (“CSBG”) program as further described in **Exhibit B**.

- V. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
- W. **“Services”** means the services performed by Grantee as set forth in this Grant Award Letter, and shall include any services rendered by Grantee in connection with the Goods.
- X. **“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, PHI, PCI, PII, Tax Information, CJI, and State personnel records not subject to disclosure under CORA.
- Y. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- Z. **“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.
- AA. **“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.
- BB. **“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.
- CC. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- DD. **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.
- EE. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- FF. **“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.
- GG. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- HH. **“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 Performance Start 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.

**5. PURPOSE**

The Community Services Block Grant (CSBG) provides funds to alleviate the causes and conditions of poverty in communities. The purpose of this Grant is described in **Exhibit B**.

**6. STATEMENT OF WORK**

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit B**. 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.

**7. 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 Total Grant Amount shown on the Summary of Grant Award Terms and Conditions 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 Performance Start Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Performance Start Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

**B. Erroneous Payments**

The State may recover, at the State’s discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Grant Award Letter, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State. 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. Reserved.**

**D. Reimbursement of Grantee Costs**

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount (“Total Grant Amount”) described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget in **Exhibit B**. 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).

E. Close-Out

Grantee shall close out this Grant within 90 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. 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.

**8. 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 §7.E.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, 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.

**9. 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 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. Audits

Grantee shall comply with all State and federal audit requirements.

## 10. 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 (<http://oit.state.co.us/ois>) and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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 §15.

**16. 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.

**17. 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 GIA; 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 Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

**18. 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 or by issuance of an executed Option Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the 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 Performance Start 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. Order of Precedence**

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

- i. Exhibit C, Supplemental Provisions for Federal Funding Accountability and Transparency Act of 2006 (FFATA)
- ii. The provisions of any exhibits to this Grant Award Letter that relate to federal requirements, including but not limited to Exhibit A – Federal Provisions
- iii. Colorado Special Provisions
- iv. The provisions of any executed amendments or option letters to this Grant Award Letter
- v. The provisions of the other sections of this Grant Award Letter
- vi. The provisions of any remaining exhibits to this Grant Award Letter

**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. Federal Provisions**

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

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## EXHIBIT A, FEDERAL PROVISIONS

### 1. APPLICABILITY OF PROVISIONS

- 1.1. The Grant Award Letter 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 Grant Award Letter or any attachments or exhibits incorporated into and made a part of the Grant Award Letter, the provisions of these Federal Provisions shall control.

### 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. "Agreement" means the Grant Award Letter to which these Federal Provisions are attached and includes all Award types in §2.1.2.1 of this Exhibit.

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

- 2.1.2.1. Awards may be in the form of:

- 2.1.2.1.1. Grants;

- 2.1.2.1.2. Contracts;

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

- 2.1.2.1.4. Loans;

- 2.1.2.1.5. Loan Guarantees;

- 2.1.2.1.6. Subsidies;

- 2.1.2.1.7. Insurance;

- 2.1.2.1.8. Food commodities;

- 2.1.2.1.9. Direct appropriations;

- 2.1.2.1.10. Assessed and voluntary contributions; and

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

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

- 2.1.2.2. Award *does not* include:

- 2.1.2.2.1. Technical assistance, which provides services in lieu of money;

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

- 2.1.2.2.3. Any award classified for security purposes; or

- 2.1.2.2.4.** Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.3.** “Contractor” means the party or parties to an Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4.** “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5.** “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
- 2.1.5.1.** A governmental organization, which is a State, local government, or Indian Tribe;
  - 2.1.5.2.** A foreign public entity;
  - 2.1.5.3.** A domestic or foreign non-profit organization;
  - 2.1.5.4.** A domestic or foreign for-profit organization; and
  - 2.1.5.5.** A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.6.** “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7.** “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8.** “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Prime Recipient as described in 2 CFR §200.37
- 2.1.9.** “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10.** “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11.** “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 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 §200.38. 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” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

- 2.1.14.** “Subrecipient Parent DUNS Number” means the Subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the Subrecipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.15.** “Federal Provisions” means these Federal Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.16.** “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>.
- 2.1.17.** “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 2.1.17.1.** Salary and bonus;
  - 2.1.17.2.** 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;
  - 2.1.17.3.** 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;
  - 2.1.17.4.** Change in present value of defined benefit and actuarial pension plans;
  - 2.1.17.5.** Above-market earnings on deferred compensation which is not tax-qualified;
  - 2.1.17.6.** 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.
- 2.1.18.** “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19.** “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20.** “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

### **3. COMPLIANCE**

- 3.1.** Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. 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 may provide written notification to

Contractor 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 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS**

- 4.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

**5. TOTAL COMPENSATION**

- 5.1. Contractor 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 \$25,000 or more; and
  - 5.1.2. In the preceding fiscal year, Contractor 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. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
  - 5.1.3. 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. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Agreement price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Agreement and shall become part of Contractor's obligations under this Agreement.

**7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING**

- 7.1. Reporting requirements in §0 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by the 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 Contractor is a Subrecipient, Contractor 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 no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient DUNS Number;

8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient Parent DUNS Number;

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 five most highly compensated Executives if the criteria in §4 above are met; and

8.1.1.6. Subrecipient's Total Compensation of top five most highly compensated Executives if 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 Agreement, the following data elements:

8.1.2.1. Subrecipient's DUNS Number 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 regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

9.2. **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 the Prime Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for the Prime Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

## 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 §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §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 the Prime Recipient and the Prime 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 Part 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 Uniform Guidance §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 Part F-Audit Requirements.

## 12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

**12.1.** If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.

**12.1.1. 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.

**12.1.1.1.** During the performance of this contract, the contractor agrees as follows:

**12.1.1.1.1.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - 12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - 12.1.1.1.7. Contractor will include the provisions of subparagraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."
- 12.1.2. Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages

specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 12.1.3. Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and 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,” 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 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 award 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 the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM exclusions contain 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.

### 13. CERTIFICATION

- 13.1.** Unless prohibited by Federal statutes or regulations, the 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 Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

**15. EVENT OF DEFAULT**

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Agreement and the State of Colorado may terminate the Agreement 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 Agreement, at law or in equity.

## EXHIBIT B – SCOPE OF PROJECT (SOP)

### 1. PURPOSE

- 1.1. **Community Services Block Grant.** The City and County of Denver (“Grantee”), itself or through subawards, shall provide assistance or services from the following list of Federal Objective(s) for the Community Services Block Grant (CSBG) program (*mark all that apply*):

- Employment
- Education and Cognitive Development
- Income, Infrastructure, and Asset Building
- Housing
- Health and Social/Behavioral Development (includes Nutrition)
- Civic Engagement and Community Involvement
- Services Supporting Multiple Domains
- Linkages (e.g. partnerships that support multiple domains)
- Agency Capacity Building
- Other (e.g. emergency management/disaster relief)

### 2. DESCRIPTION OF THE PROJECT(S) AND WORK

- 2.1. **Project Description.** The Project consists of providing programs and services to address poverty in Colorado.
- 2.2. **Service Area.** The performance of the Work described within this Grant shall be located in Denver County, Colorado.

### 3. DEFINITIONS

All terms not defined in this **Exhibit B** shall have the meaning given in the main body of the Grant.

- 3.1. “Administrative Costs” means costs that are incurred for common objectives that benefit multiple programs administered by the grantee organization, or the organization as a whole, and as such are not readily assignable to a particular program funding stream.
- 3.2. “Direct Costs” means costs that can be specifically identified with delivery of a particular project, service, or activity undertaken by a grantee to achieve an outcome intended by the funding program.
- 3.3. “Direct Services” means programs or services provided by the Grantee directly to clients.
- 3.4. “De minimis” means an alternative method of calculating an indirect rate. It permits any non-Federal entity that has never received a federally negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, to elect to charge a de minimis rate of 10% of modified total direct costs (MTDC).
- 3.5. “Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each program should bear. It is the ratio (expressed as a percentage) of the indirect costs to a direct cost base.

### 4. PROJECT BUDGET

- 4.1. The State’s obligation is limited to the unpaid obligated Grant Funds amount that have not expired. The Grantee may use such Grant Funds for any of the Services specified in this Project Budget up to the maximum amount specified for such activity on this Project Budget:

**4.1.1. Initial Award**

Funding Type	FFY (specify expiration date)	Amount
Formulaic	FFY18 (expires 09/30/19)	\$166,869
		\$0
		\$0
Discretionary	FFY17 (expires 09/30/18)	\$0
		\$0
		\$0
<b>TOTAL</b>		<b>\$166,869</b>

**5. PAYMENT, FUNDING AND ELIGIBLE EXPENSES**

5.1. The maximum amount payable under this Grant to Grantee by the State for Work performed is limited solely to the amount specified in §7(A) as Total Grant Amount. Grantee agrees to expend Grant Funds by the specified expiration date(s).

5.2. **Payment Schedule.** Grantee shall submit a request for reimbursement for grantee and all subrecipients, at a minimum, on a quarterly basis. All requests shall be for eligible expenses, as described in §5.5 below, and in accordance with §4 Project Budget, using the State-provided form and accompanied by supporting documentation equal to 100% of reimbursement request.

5.3. **Matching/Other Funds.** Matching funds are not required for this Grant.

5.4. **Indirect Cost Rate.** (mark one)

Federally negotiated rate \_\_\_\_ %

De minimis (10%)

No Indirect Cost Rate (grantee may cost allocate administrative costs/expenses)

5.5. **Eligible Expenses.** Expenses eligible for reimbursement under this Grant Award include the following:

Direct Personnel

Direct Fringe Benefits

Direct Operating – Travel and Training

Direct Operating – Supplies

Direct Operating – Services (does not include subrecipients)

Direct Operating – Other: software/database for reporting and monitoring

Subrecipients

Indirect Cost Rate – Federally Negotiated (documentation of rate MUST be provided)

Indirect Cost Rate – 10% de minimis rate

**6. PERSONNEL**

6.1. **Replacement.** Grantee shall immediately notify the State if any personnel specified in §6 of this Exhibit B cease to serve. If Grantee replaces its named personnel, it shall notify the State in writing of the change, who the replacement is, and the effective date of the change.

6.2. **Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of **Ben Levek, Grants Manager (Ben.levek@denvergov.org)**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project under this §6. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

- 6.3. **Other Personnel.** Bernard Brady, Grants Administrator (bernard.brady@denvergov.org).  
Rachel Flank Goldberg, Grants Operations (rachel.flankgoldberg@denvergov.org).

**7. ADMINISTRATIVE REQUIREMENTS**

- 7.1. **Accounting.** Grantee shall maintain properly segregated accounts of Grant Funds and other funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Description and Budget.
- 7.2. **Applicant/Participant Privacy.** Grantee must establish internal policies to protect the privacy of applicants and participants. Paper records must be secured and access to records limited to appropriate staff. Electronic records must also be protected with access limited to appropriate staff.
- 7.3. **Fraud.** The U.S. Government Accountability Office (GAO) maintains FraudNet, a system for reporting allegations of fraud, waste and abuse under Federal grants and cooperative agreements. To report the possible misuse of Federal funds, the e-mail address is [fraudnet@gao.gov](mailto:fraudnet@gao.gov), the fax number is 202-512-3086 and the mailing address is GAO, FraudNet, 441 G Street N.W., Washington, D.C. 20548.
- 7.4. **Grant Modification.** Any modifications of this Grant shall be in accordance with §18(D) of the Grant Award Letter Terms and Conditions.
- 7.5. **Compliance with CSBG Program Requirements.** Grantee agrees to comply with all requirements contained in the Community Services Block Grant Act and any subsequent amendment and/or reauthorization, any and all program requirements mandated by the Federal Awarding Agency and/or the State, and all requirements detailed in **Exhibit A**.
- 7.6. **Reporting.** Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

<u>Milestone/Performance Measure:</u>	<u>By:</u>
Quarterly Financial Reports	January 31, April 30, July 31, and October 31
Semiannual Program Reports	January 31 and July 31
Semiannual Desk Review	April 30 and October 31
Annual Information Survey (IS) Report	February 28
Annual Organizational Standards Submission	September 30
Annual Budget Renewal	September 30
Triannual Monitoring Visit	As determined by DOLA Program Manager

- 7.7. **Monitoring.** The State shall monitor this Grant through review of submitted reports, sub-awards, and other documents as necessary or may also conduct on-site monitoring of the Grantee and/or Subrecipient, if applicable, to determine whether performance goals, administrative standards, financial management and other requirements of the CSBG Act and this Grant have been met.
- 7.8. **Subrecipient Monitoring.** Grantee shall monitor Subrecipient(s), at least once during the term of this Grant. Documentation of monitoring results must be made available to the State upon request.
- 7.9. **Mileage Reimbursement Protocol.** Mileage reimbursements, when allowable, are capped at the per-mile rate approved by the IRS at the time of travel.

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## EXHIBIT C – Supplemental Provisions for FFATA

**State of Colorado  
Supplemental Provisions for  
Federally Funded Contracts, Grants, and Purchase Orders  
Subject to  
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As  
Amended  
Revised as of 3-20-13**

The contract, grant, or purchase order to which these Supplemental 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 Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
  - 1.1. **"Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:
    - 1.1.1. Grants;
    - 1.1.2. Contracts;
    - 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
    - 1.1.4. Loans;
    - 1.1.5. Loan Guarantees;
    - 1.1.6. Subsidies;
    - 1.1.7. Insurance;
    - 1.1.8. Food commodities;
    - 1.1.9. Direct appropriations;
    - 1.1.10. Assessed and voluntary contributions; and
    - 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

    - 1.1.12. Technical assistance, which provides services in lieu of money;
    - 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
    - 1.1.14. Any award classified for security purposes; or
    - 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
  - 1.2. **"Contract"** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
  - 1.3. **"Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
  - 1.4. **"Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.



- 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
  - 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
  - 1.5.2. A foreign public entity;
  - 1.5.3. A domestic or foreign non-profit organization;
  - 1.5.4. A domestic or foreign for-profit organization; and
  - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 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>.
- 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 and includes the following:
  - 1.15.1. Salary and bonus;
  - 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;
  - 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;
  - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
  - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 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.

- 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. The Transparency Act also is referred to as FFATA.
- 1.17 **"Vendor"** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.
2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
- 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
- 4.2. In the preceding fiscal year, Contractor received:
- 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions applies to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the

Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

**7. Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

**7.1 To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

- 7.1.1 Subrecipient DUNS Number;
- 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
- 7.1.3 Subrecipient Parent DUNS Number;
- 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

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

- 7.2.1 Subrecipient's DUNS Number as registered in SAM.
- 7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

**8. Exemptions.**

**8.1.** These Supplemental 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.

**8.2** A Contractor 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.

**8.3** Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

**8.4** There are no Transparency Act reporting requirements for Vendors.

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

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**EXHIBIT G – Sample OPTION LETTER**

**OPTION LETTER \_\_\_\_\_**

<b>Date:</b> _____	<b>Original Grant Award Letter CMS #:</b> _____	<b>CMS #</b> _____
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1) **OPTIONS:** Choose all applicable options listed in §1 and in §2

- a. **Option to extend** *(use this option for Extension of Time)*
- b. **Change in the maximum Grant Funds dollar amount within current term** *(use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)*

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

- a. **For use with Option 1(a):** In accordance with Section 2(A) of the original Grant Award Letter Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**.
- b. **For use with Option 1(b):** In accordance with Section 7(A) of the original Grant Award Letter Terms and Conditions between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to increase/decrease Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Total Grant Amount in the Summary of Grant Award Terms and Conditions is hereby changed to **ending dollar amt**. The Budget table(s) in Section 4 of Exhibit B are modified with the addition of the following:

**4.1.2. Option Letter #1**

Funding Type	FFY (specify expiration date)	Amount
Formulaic	FFY18 (expires 09/30/19)	\$000
		\$0
		\$0
Discretionary	FFY17 (expires 09/30/18)	\$0
<b>TOTAL</b>		<b>*</b>

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<p><b>STATE OF COLORADO</b>  <b>John W. Hickenlooper GOVERNOR</b>                  Colorado Department of Local Affairs</p> <p>By: _____                  Irv Halter, Executive Director</p> <p>Date: _____</p>
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**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

<p><b>STATE CONTROLLER</b>  <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____                  Yingtse Cha, Controller Delegate</p> <p>Date: _____</p>
---

**FORM 1**

**AFFIDAVIT OF LEGAL RESIDENCY**

**RESTRICTIONS ON PUBLIC BENEFITS**

I, \_\_\_\_\_, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen, or
- I am a Permanent Resident of the United States, or
- I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FORM 2 - Federal Funding Accountability and Transparency Act (FFATA)  
Data Report Form**

**Reporting is required for initial awards of \$25,000 or more  
or award modifications that result in a total award of \$25,000 or more.**

Information Field Definitions can be found in Exhibit C	Response
1. Grantee DUNS Number:	
2. Grantee's Legal Name:	
3. Grantee's Parent DUNS Number: <b>(Report ONLY if different from Grantee DUNS number)</b>	
4. Location of Grantee Receiving Award: <b>(Full street address, including City, State and Zip+4)</b>	
5. Primary Location of Performance of the Award: <b>(City, State and Zip+4)</b>	
<b>Answer True or False</b>	
6. In the preceding fiscal year, Grantee received:	
a. \$25,000,000 or more in annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or sub-awards subject to the Transparency Act.	
b. 80% or more of its annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or sub-awards subject to the Transparency Act.	
c. The public does not have access to information about the compensation of its five most highly compensated Executives through periodic reports filed through the Securities Exchange Act of 1934 or the IRS.	

**An answer to question 7 is required ONLY when all answers to questions 6 are true.**

7. Names and total compensation of the five (5) most highly compensated Executives for the preceding fiscal year:

Print Name

Compensation Amount

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**By signing below, I certify the information contained in this report is complete and accurate to the best of my knowledge.**

\_\_\_\_\_  
Signature of Responsible Administrator

\_\_\_\_\_  
Date

# STATE CONTROLLER POLICY

## RISK ANALYSIS FOR ALL NEW CONTRACTS AND AGREEMENTS

Contractor	City and County of Denver		
Contract Title	City and County of Denver 2018-2021		
Contract No.	106886	Date	12/19/17
Assessment By	JM	Phone	303.864.7898

Note: This risk assessment is for use with all undetermined risk contracts and agreements. Automatic High Risk, Automatic Low Risk and No Risk contracts do not require a risk analysis.

1. How does the Contract or the Agency address all attendant risks with the work?  
Standard Provisions
2. Does the Contract have unusual provisions or changes to standard terms and conditions?  
Choose Yes/No  
If Yes: No
  - a. Explain any Special Provisions modification and authority for the modification:
  - b. Explain any changes to the General Provisions:
  - c. Explain any other provisions that are unusual:
3. Financial Impact
  - a. What is the dollar value of the contract? \$166,869.00
  - b. Is the contract of a significantly higher dollar value than the normal contracts for your agency?  
Choose Yes/No No
  - c. Explain any significant financial impact beyond dollar amount? None
4. Statement of Work  
Is the Statement of Work clear enough so that the State can monitor performance, identify non-performance, and take appropriate action for non-performance and are payments clearly tied to performance?  
Choose Yes/No  
If No, Explain why: Yes.
5. Is the project/contract highly complex or is it a new project with which the Agency has little or no experience?  
Choose Yes/No  
Explain: No
6. Does the vendor have a history of successful projects with the State? Choose Yes/No  
Explain: Yes
7. Does the work directly impact citizens of the state? Choose Yes/No  
Explain: Yes, Poverty Mitigation
8. Risk Analysis Conclusion: Choose High/Low  
Why: Low, Grant

Contract Control Number: SOCSV-201839870-00

Grantor Name: State Department of Colorado; Department of Local Affairs

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of February 6, 2018.

SEAL



CITY AND COUNTY OF DENVER

ATTEST:

Debra Johnson

By [Signature]

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By [Signature]

By Brandon J. Harlan

By [Signature]





**Contract Control Number:** SOCSV-201839870-00

**Grantor Name:** State Department of Colorado; Department of Local Affairs

By: See Attached

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

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

**ATTEST: [if required]**

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

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



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



## SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

<b>State Agency</b> Department of Local Affairs	<b>Encumbrance Number</b> L18CSBG13	<b>CMS #</b> 106886
<b>Previous CMS #(s)</b>		
<b>Grantee</b> City and County of Denver	<b>Grant Amount</b> Initial Award: \$166,869.00 Option Letter ## and date effective/spendable: \$0.00 Option Letter ## and date effective/spendable: \$0.00 Option Letter ## and date effective/spendable: \$0.00 Option Letter ## and date effective/spendable: \$0.00 Total Grant Amount: \$166,869.00	
<b>Project Number and Name</b> CSBG13 – City and County of Denver 2018-2021	<b>Performance Start Date</b> The later of the Effective Date or January 1, 2018	<b>Grant Expiration Date</b> June 30, 2021
<b>Project Description</b> The Project consists of providing programs and services to address poverty in Colorado.	<b>Program Name</b> Community Services Block Grant (CSBG)	
<b>Funding Source</b> FEDERAL FUNDS		
<b>Catalog of Federal Domestic Assistance (CFDA) Number</b> 93.569		
<b>DOLA Program Manager</b> Sarah Grazier, (303) 864-7896 sarah.grazier@state.co.us	<b>Funding Account Codes</b>	
<b>DOLA Program Assistant</b> Alex Vercio, (303) 864-8431 alex.vercio@state.co.us		

### THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p style="text-align: center;"><b>STATE OF COLORADO</b>                  John W. Hickenlooper, Governor  <b>DEPARTMENT OF LOCAL AFFAIRS</b>                  Irv Halter, Executive Director</p> <p style="text-align: center;">                   FOR By: Irv Halter, Executive Director             </p> <p style="text-align: center;">Date: <u>12/28/2017</u></p>	<p style="text-align: center;">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.</p> <p style="text-align: center;"> <b>STATE CONTROLLER</b>                  Robert Jaros, CPA, MBA, JD             </p> <p style="text-align: center;">                   Kelly Beardon             </p> <p style="text-align: center;">                 for By: Yingtse Cha, Controller Delegate                  Department of Local Affairs             </p> <p style="text-align: center;">Execution Date: <u>12/29/17</u></p>
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