

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR City and County of Denver Department of Human Services By: Anne-Marie Braga, Executive Director Date: _____	STATE OF COLORADO Colorado Department of Early Childhood Dr. Lisa Roy, Ed.D., Executive Director By: Stephanie Beasley, Deputy Executive Director Date: _____
In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Laura Curnow, CDEC Controller Amendment Effective Date: _____	

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature

and Cover Page for this Amendment or September 30, 2024, whichever is later, and shall terminate on the termination of the Contract.

4. **PURPOSE**

City and County of Denver's Fatherhood Program, 'Building Opportunities Together', shall leverage Colorado's position as a national leader in two-generational (2Gen) approaches to bolster whole-family well-being. DHS shall target 200 fathers living in the City and County of Denver and fathers working with DHS. Included shall be biological, expectant and adoptive fathers; stepfathers; foster and kinship fathers; and father figures over age 18, with children or caring for children up to age 21. Participation in the program shall be completely voluntary and based on father-driven goals focusing on improving family functioning, healthy relationships, responsible parenting, economic security, and building social capital. This amendment shall extend the contract expiration date, increase funds for FFY25 services, and amend Exhibits A, B, D, E, delete Exhibit C, and add Exhibit F.

5. **MODIFICATIONS**

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

A. Extend the Contract Expiration Date from September 30, 2024 to September 29, 2025

The Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

B. Increase the Contract Amount for FFY25 by \$121,841 and Increase the Maximum Amount for All Federal Fiscal Years from \$492,354 to \$614,195.

The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

C. Exhibit A – Statement of Work

Exhibit A – Amendment #8, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

D. Exhibit B – Budget

Exhibit B – Amendment #8, which is attached and incorporated by this Amendment, shall be added to Exhibit B of the Original Contract.

E. Exhibit C- HIPAA

Exhibit C- Shall delete Exhibit D of the Original Contract.

F. Exhibit D – Additional Provisions

Exhibit D – Amendment #8, which is attached and incorporated by this Amendment, shall replace Exhibit D -Amendment #7 of the Original Contract.

G. Exhibit E – Supplemental Provisions for Federal Awards

Exhibit E – Amendment #8, which is attached and incorporated by this Amendment, shall be added to Exhibit E of the Original Contract.

H. Exhibit F- PII Certification

Exhibit F – Amendment #8, which is attached and incorporated by this Amendment, shall be added to the Original Agreement.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

STATEMENT OF WORK (SOW)

COLORADO FATHERHOOD PROGRAM (CFP)

NURTURING DADS AND PARTNERS (NDAP)

INTRODUCTION/BACKGROUND

The Colorado Department of Early Childhood (CDEC) was recently awarded a \$7.5 million award from the U.S. Department of Health and Human Services as part of the Fatherhood Family-focused, Interconnected, Resilient and Essentials grant (FIRE) grant. Grant funding shall support up to seven sites throughout Colorado to act as local hubs for fatherhood services. Program sites shall receive extensive training on CFP model and associated training to support local implementation. Fathers participating in the program shall receive family-centered comprehensive case management and connections to community-based services and supports in the key areas of healthy relationships, responsible parenting, economic stability and build social capital in the context of a Strengthening Families approach.

SCOPE OF WORK

Building Opportunities Together – Denver’s Fatherhood Program, shall leverage Colorado’s position as a national leader in two-generational (2Gen) approaches to bolster whole-family well-being. For our proposed project, DHS intends to hire a qualified fatherhood advocate, in addition to a peer navigator. Shall target 120 fathers living in the City and County of Denver and fathers working with DHS. Included shall be biological, expectant and adoptive fathers; stepfathers; grandfathers; foster and kinship fathers; and father figures over age 18, with children or caring for children up to age 24. With the intent of enrolling 100 unduplicated fathers in the program *Building Opportunities Together*. “Unduplicated” means enrolling a father who has not completed the program services. Fathers may only complete the program officially once. *Building Opportunities* shall perform specialized outreach to fathers with an open child welfare case, fathers with a child support obligation, fathers with children receiving Medicaid, single fathers, noncustodial fathers, fathers without a high school diploma, fathers participating in Head Start, fathers re-entering after incarceration, fathers with a history of involvement with the child welfare system, and unemployed fathers. Participation in the program shall be completely voluntary and based on father-driven goals focusing on improving family functioning, healthy relationships, responsible parenting, economic security and building social capital.

PERIOD OF PERFORMANCE

September 30, 2024 - September 29, 2025.

WORK PLAN

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	The DHS Father Advocate and Father Navigator shall engage fathers in the City and County of Denver and fathers working with DHS with children or who are caring for children up to age 24. Including fathers who are biological, expectant, and adoptive fathers; stepfathers; grandfathers; foster and kinship fathers; and father figures over age 18. Identify and outreach to 120 fathers to ensure achievement of 100 unduplicated enrollment of fathers.				
Key Activity A: Provide robust, comprehensive coordinated case management services to vulnerable fathers.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
A.1 Create a local implementation team to support site in model on fatherhood engagement strategies and to provide local support. Identify fathers who may be interested in enrolling in the Colorado Fatherhood Program (CFP)	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	Identify and outreach 120 that ensures achievement of 100 unduplicated enrollment of fathers via in-person, phone, mail, or other strategies identified by local implementation support to attempt to engage.	Document outreach and engagement attempts to recruit fathers to participate. Group recruitment strategies shall be documented in Continuous Quality Improvement documents as requested by CDEC.	Fatherhood advocate and supervisor	Supplies & Operating Expenses
A.2 Fathers shall voluntarily enroll in the CFP program demonstrated by completing pre-instrumentation tools Intake, Colorado Family Support Assessment (CFSA) 2.0, Goal Setting Worksheet, and Domestic Violence Screening.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	A minimum of 100 unduplicated fathers shall enroll in CFP services.	100% of fathers who agree to participate in CFP shall complete the intake surveys, such as the Entrance and Characteristic Surveys, CFSA 2.0, and Domestic Violence Screening Questions.	Fatherhood advocate	Personnel Services
A.3 Conduct timely follow-ups with all individuals who complete the CFSA 2.0, in order to track progress toward goals.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	Complete an in-person or virtual follow-up for 100% of individuals who complete a CFSA 2.0, within 31-90 days of the CFSA, and every 31-90 days thereafter as needed.	All CFSA follow-ups shall be entered in Salesforce data system including activities and CFSA 2.0.	Fatherhood advocate	Personnel Services

A.4 Resources provided to assist the family in achieving identified goals.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	Fatherhood advocate shall discuss goals and identify with the family resources needed to support goal attainment.	100% of resource referrals shall be documented in nFORM within 48 business hours of completion. This includes internal and external referrals.	Fatherhood advocate	Personnel Services
A.5 Strengthening Families Protective Factors are integrated throughout all CFP services offered.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	All CFP Fatherhood advocates shall complete Protective Factors Training.	CFP Fatherhood advocate shall receive a Strengthening Families Protective Factors certificate of completion that shall be maintained in employee personnel file.	Fatherhood advocate	Personnel Services
A.6 Enrolled fathers shall complete the suite of services.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	60% of enrolled fathers shall complete the full program and suite of services.	Data entry into nFORM and Salesforce and recruitment and referral forms submitted to the evaluation.	Fatherhood advocate	Personnel Services
Key Activity B: Engage fathers in program components including healthy marriage, positive parenting, economic well-being, and peer leadership.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
B.1 Identify fathers who may benefit from resource connection to healthy marriage activities.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	Staff member(s) shall administer the Domestic Violence Screening tool with 100% of fathers. Staff members shall provide connection to resources such as referrals and resources to counseling, mentoring and mediation programs to 100% of enrolled fathers.	Entered in nFORM.	Fatherhood advocate	Personnel Services
B.2 Fatherhood advocate shall work with fathers around financial well-being.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	Staff member(s) shall identify fathers who may benefit from economic well-being resources and activities. Implement financial well-being to fathers through resources provided under Financial Health Institute's Financial Health Integrated Learning program subscription and provide fathers with financial health education.	Entered in nFORM.	Fatherhood advocate	Personnel Services

B.3 Contribute to the evaluation of the Nurturing Dads and Partners (NDAP) pilot and help the department determine adjustments to NDAP.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	Take part in meetings with department and evaluation staff to provide feedback on adjusting NDAP.	Attendance of staff at required meetings.	Fatherhood advocate	Personnel Services
B.4 Identify and engage fathers in the NDAP curriculum.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	Staff member(s) shall facilitate the fatherhood curriculum course with enrolled fathers.	Entered in nFORM.	Fatherhood advocate, peer navigator, and Alex Garcia, Social Caseworker Supervisor	Personnel Services, Supplies & Operating Expenses
B.5 Fatherhood advocate shall assess fathers' support needed related to workforce development needs.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	Fatherhood Advocate shall include linking participants to workforce centers and training programs. FA shall provide fathers with referrals and conduct follow-up to assist participants in accessing career counseling, assessments, job search/employment programs, and training. At least 50% of fathers shall be referred to career-related services.	Entered in nFORM.	Fatherhood advocate	Personnel Services
B.6 Fatherhood advocate shall assess fathers' support needed related to child support services.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	Fatherhood Advocate shall provide fathers with information related to understanding and negotiating the child support enforcement system.	Entered in nFORM.	Fatherhood advocate	Personnel Services
B.7 Fatherhood advocate shall engage fathers who have successfully completed the CFP to participate in leadership and peer networking opportunities.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	When appropriate refer fathers who have to completed the suite of services at a Fatherhood site to participate the CFP Steering Committee that can serve as motivation.	Referral to CFP Project Manager and entered in nFORM.	Fatherhood Advocate, Special Programs Supervisor	Personnel Services, Supplies & Operating, Training and Technical Assistance

B.8 Provide social capital building activities to build a family strengthening network and community of support.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	Offer at least 4 social capital building events/activities during the grant period. Activities include but are not limited to movie nights, meals as part of classes, game nights, karaoke, and sports games.	Participation shall be tracked using attendance logs and recorded in nFORM as appropriate.	Fatherhood advocate	Personnel Services
B.9 Engage enrolled fathers in at least 8 service contact hours.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	At least 60% of enrolled fathers shall be served by at least 8 contact service hours by staff or referral services staff. Contacts include but are not limited to parenting, housing/rent assistance, legal assistance, employment resources, financial counseling, other education, and childcare assistance.	Entered in nFORM.	Fatherhood advocate	Personnel Services
B.10 Refer enrolled fathers to services.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	Refer enrolled fathers to at least 3 services. 60% of enrolled fathers shall receive at least 3 referrals. At least 50% of fathers shall be referred to career-related services.	Entered in nFORM.	Fatherhood advocate	Personnel Services
B.11 Circle of Fathers.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	Coordinate a Circle of Fathers group with Illuminate Colorado and refer fathers who are enrolled, who are potential enrollees, or who have completed the Colorado Fatherhood Program.	Establish and follow MOU with Illuminate Colorado.	Fatherhood staff	Personnel Services
Key Activity C: Engage in continuous quality improvement processes to ensure quality practice.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
C.1 Attend relevant professional development opportunities, offered through CFP and/or other local capacity building organizations.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	Staff member(s) administering CFP services shall participate in all required trainings as outlined in the RFP.	All professional development trainings and/or peer-networking opportunities attended shall be reported to CDEC upon request.	Fatherhood advocate and supervisor	Personnel Services, Training and Technical Assistance



C.2 Fatherhood advocate shall increase knowledge of financial well-being for families.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	All Fatherhood advocates shall complete training on Frameworks in Financial Health learning curriculum provided by Financial Health Institute.	Fatherhood advocate shall receive certificate of completion.	Fatherhood advocate	Personnel Services
C.3 Track mid- and long-term outcomes of individuals receiving comprehensive case management services.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	After six months and one year, conduct a follow up phone call with 100% of individuals who completed a CFSA 2.0 during the grant period, noting progress toward stability in family well-being indicators and around family goals.	Follow-ups and information gleaned from them shall be recorded in Salesforce.	Fatherhood advocate and peer navigator	Personnel Services
C.4 Monitor program participation with CFP site services.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	Administer Entrance and Characteristic Surveys with 100% of enrolled fathers, and the Exit Survey with 100% of fathers who complete all the program.	Results from surveys shall be entered in nFORM.	Fatherhood advocate	Personnel Services
C.5 Invoices	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	Invoices submitted on a monthly basis to CDEC.	Contractor shall submit all invoices by the 20th day of each month.	Grant accountant	Indirect
C.6 Submit programmatic progress reports to CDEC and enter required data into the nFORM system.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	Reports and data shall be submitted to CDEC and nFORM in a timely fashion and include all requested information.	Reports shall be submitted and data entered in a timely fashion and include all requested information.	Fatherhood advocate	Indirect

C.7 In delivery of the service model there are several required trainings that must be completed prior to serving fathers.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	Staff shall complete all required training. This <i>includes but may not be limited to</i> training in the fatherhood program curriculum, nFORM data system, CFSA 2.0, Financial Health, Domestic Violence, Protective Factors, Case Management, and Salesforce.	All training shall be completed and, upon request, be reported to CDEC.	Fatherhood advocate	Personnel Services
C.8 Evaluation of the CFP.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	Fatherhood sites are required to collaborate with the state evaluator on evaluation metrics including referring fathers to the evaluation, data collection, CQI, and any requirements set forth by the co-principal investigators.	Fatherhood site shall ensure appointments with evaluation team are kept or rescheduled if needed. All implementation and evaluation guidance shall be implemented as needed. 50% of all enrolled fathers shall be referred to the evaluation. 100% of enrolled fathers who complete the program shall be referred to the evaluation.	Fatherhood program staff	Indirect
C.9 Attend required meetings.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	Site staff shall attend any required CDEC meetings including but not limited to monthly whole-group meetings, community of proactive monthly meetings, and conferences.	Attendance reported to CDEC upon request.	Fatherhood program staff	Personnel
C.10 Incentive Policy.	Ongoing for the entire grant period. September 30, 2024 to September 29, 2025.	Site must have an incentive policy established and have a plan in place to distribute incentives to enrolled fathers to maximize program completion.	Report policy and plan to CDEC upon request.	Fatherhood program staff	Personnel

SCHEDULE/MILESTONES

October 2024 - September 2025: Implementation: DHS shall identify and outreach 120 fathers to ensure achievement of 100 unduplicated enrollment of fathers via in person, phone, mail, or other strategies identified by local implementation support to engage them in the Colorado Fatherhood Program on a voluntary basis.

Services include father engagement, Nurturing Father/Dads Matter programming, case management, resource referral, virtual or in person visits, collaborative goal-setting, and financial decision-making assistance and coaching.

October 2024 – September 2025: The Father Advocate shall complete an in-person/virtual follow-up for 100% of individuals who complete a CFSA 2.0, within 31-90 days of the CFSA, and every 31-90 days thereafter as needed.

At least two social capital building activities have been facilitated in each quarter for a total of 8 events/activities.

By September 29, 2025, at least 80% of enrolled fathers have completed the fatherhood curriculum course.

By September 29, 2025, CFP staff have administered the Domestic Violence Screening tool with all fathers and have provided linkage to resources for healthy marriage/relationship to 75% of enrolled fathers.

By September 29, 2025, the CFP staff have provided 100% of enrolled fathers with information related to understanding and negotiating the child support enforcement system.

By September 29, 2025, the CFP staff have provided at least 8 contact service hours to 60% of enrolled fathers.

By September 29, 2025, the CFP staff have provided at least 3 referrals to 60% of enrolled fathers.

By September 29, 2025, 60% of enrolled fathers shall complete the full program and suite of services.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Colorado Department of Early Childhood (CDEC), Colorado Fatherhood Program. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to CDEC staff, in writing, advising what tasks must still be accomplished.



COLORADO
Department of Early Childhood

Colorado Department of Early Childhood BUDGET WITH JUSTIFICATION FORM

Contractor Name	City and County of Denver Denver Human Services	Program Contact Name, Title	Alex Garcia
		Phone	720-944-6104
		Email	alex.garcia2@denvergov.org
Budget Period	September 30, 2024 - September 29, 2025	Fiscal Contact Name, Title	Xochilt Diaz
		Phone	720-944-3060
		Email	xochilt.diaz@denvergov.org
Project Name	Colorado Fatherhood Program Site (CFPS)		

Expenditure Categories					
Personnel Services - Salaried Employees					September 30, 2024 - September 29, 2025
Position Title	Description of Work and Fringe Benefits Include costs for medical insurance, dental, workers' compensation, pensions, FICA, and taxes to be billed at cost.	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDEC
Fatherhood Advocate	Salary and fringe benefits of 1.0 FTE Fatherhood Advocate at 100% to grant	\$59,000	\$24,300	100.00%	\$83,300
Peer Navigator #1	Salary and fringe benefits of 1.0 FTE Peer Navigator at an estimated 10% to grant	\$80,000	\$25,000	10.00%	\$10,500
Peer Navigator #2	Salary and fringe benefits of 1.0 FTE Peer Navigator at an estimated 7.5% to grant	\$57,000	\$39,000	7.50%	\$7,200
Total Personnel Services (including fringe benefits)					\$101,000
Contractors/Consultants (payments to third parties or entities)					September 30, 2024 - September 29, 2025
Name	Description of Item	Total Amount Requested from CDEC	Allowable in MTDC calculation	unallowable in MTDC	
	No costs shall be reimbursed in this category by CDEC	\$0	\$0	\$0	
Total Contractors/Consultants		\$0	\$0	\$0	
Travel					September 30, 2024 - September 29, 2025
Item	Description of Item	Total Amount Requested from CDEC			
Travel	Attendance for in-state or out-of-state Fatherhood conferences, including registration, airfare, mileage, and per diem.	\$2,475			
Mileage	For home visits and other necessary travel	\$136			
Total Travel					\$2,611

Supplies & Operating Expenses		September 30, 2024 - September 29, 2025
Item	Description of Item	Total Amount Requested from CDEC
Cell Phone Data Plans	Cell Phones for Fatherhood Advocate and Peer Navigator.	\$600
Training Materials	Nurturing Fatherhood Workbooks, worksheets, and handouts for participants in training.	\$1,400
Outreach Materials	To include but not limited to Facebook advertising and flyers.	\$100
Program Meals	Meals/food provided for in-person trainings and social gatherings related to program activities.	\$4,200
Subtotal		\$6,300
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)		
Program Support	Covering miscellaneous costs for clients in need of assistance for transportation, counseling, child care, or other services, as applicable.	\$1,000
Stipends/Incentives	Stipends/incentives for father participants, including gift cards or gift bags for participating in or completing trainings.	\$10,930
Subtotal Items removed from MTDC		\$11,930
Total Supplies & Operating Expenses		\$18,230
Training and Technical Assistance		September 30, 2024 - September 29, 2025
Item	Description of Item	Total Amount Requested from CDEC
	No costs shall be reimbursed in this category by CDEC	\$0
Total Training and Technical Assistance		\$0
TOTAL DIRECT COSTS		\$121,841
MODIFIED TOTAL DIRECT COSTS (MTDC)		\$109,911
Uniform Guidance 2 CFR 200.1 "Modified Total Direct Cost (MTDC)"- means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.		
Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]		September 30, 2024 - September 29, 2025
Item	Description of Item	Total Amount Requested from CDEC
	No costs shall be reimbursed in this category by CDEC	\$0
Total Indirect		\$0
TOTAL		\$121,841

*Figures are rounded using basic accounting standards. (0.00-0.49 = 0; 0.50-0.99 = 1.0)



ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

The Contractor shall provide the services according to the plans submitted in the “Statement of Work”, attached and incorporated herein by this reference as **EXHIBIT A**. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of a conflict, the terms and conditions of this contract shall control over the Statement of Work. Any significant changes to the Statement of Work (SOW) require an amendment to the contract.

2. GOALS AND OBJECTIVES

The Contractor shall be responsible for the achievement of any goals and objectives as specified within the Statement of Work (**EXHIBIT A**) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

3. COPY OF SUBCONTRACT

The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

4. PAYMENT

In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the amount specified in the Budget (**EXHIBIT B**), of this contract.

- A.** The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.
- B.** Payment shall be made on a cost reimbursement basis for services rendered.
- C.** It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. **ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.**
- D.** **IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC.** If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- E.** Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month. Final invoices for services provided September shall be submitted no later than 30 days following the last day of the month.



Exhibit D-Amendment #8

- F.** The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- G.** It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- H.** The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor. This provision does not allow for a reduction in the rate of pay.

5. PARTICIPATION

The Contractor representative(s) is required to participate in any Department of Early Childhood sponsored meetings related to this contract.

6. SUPPLANTING

Payments made to the Contractor under this contract shall supplement and not supplant other state, local or federal expenditures for services associated with this contract.

7. BUDGET CHANGES

Contractor may request in writing adjustments to the direct costs in the current year budget (**EXHIBIT B**) not to exceed 10% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 10%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee shall be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDEC. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDEC staff. This process shall never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDEC program staff.

8. TRAVEL

Travel costs must be listed in Exhibit B – Budget under travel including airfare, hotel, mileage and per diem costs.

- A.** Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>.



- B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.
- C. Hotel rates cannot exceed any rate established for conference attendance.
- D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

9. SUBRECIPIENT

Contractors determined to be a Sub-recipient of federal funds shall complete the sub-recipient performance report and assessment survey at: <https://forms.gle/QTXGEabvipymdsfd8> upon contract execution. Failure to complete the performance report and assessment survey shall delay payment to the Contractor.

10. CRITICAL INCIDENT REPORTING

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Department of Early Childhood (CDEC), the agency must report in writing the details of the critical incident to the CDEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

11. MANDATED REPORTING

- A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).
- B. All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

12. GIFT CARDS

The Distribution of Gift Cards, where applicable, shall adhere to the following:

- A. The contractor agency must have a written Gift Card Distribution Policy in place and this plan must be approved by the Department of Early Childhood before gift cards may be purchased. The policy must include maintaining an audit log of gift card purchases and disbursements and a process for routine reconciliations.
- B. The contractor agency's gift card policy must ensure that gift cards cannot be redeemed for cash and must restrict the recipient from using gift cards for alcohol, firearms, tobacco, lottery tickets, or entertainment.



- C.** Gift Cards must be distributed to recipients within five (5) business days of purchase.
- D.** Gift Cards should be given at the conclusion of an event or upon completion of an activity or milestone.
- E.** Contractor agency staff shall have recipients sign a form that includes the following: Date, Name of Gift Card Recipient, Purpose of Gift Card, Signature of Gift Card recipient acknowledging receipt of Gift Card and Gift Card Amount.
- F.** The contractor cannot request reimbursement for the cost of gift cards until distribution of the gift cards has been made to recipients. Additionally, the contractor must maintain adequate documentation to show a record of all gift card distributions.
- G.** The contractor shall be held responsible for inappropriate use of gift cards.

EXHIBIT E – Amendment #8 - Supplemental Provisions for Federal Awards

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

1) Federal Award Identification

- i. Subrecipient: **City and County of Denver Department of Human Services;**
- ii. Subrecipient Unique Entity Identifier (UEI) number: **PJNHEFNDAJ6;**
- iii. The Federal Award Identification Number (FAIN) is **90AJ0036;**
- iv. The Federal award date is **09/30/2020;**
- v. The subaward period of performance start date is **09/30/2020** and end date is **09/29/2025;**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
09/30/2024 - 09/29/2025	09/30/2024-09/29/2025 - \$121,841	09/30/2024-09/29/2025 - \$121,841	09/30/2024-09/29/2025 - \$121,841

- vii. Federal award project description: **Colorado Fatherhood FIRE Grant;**
 - viii. The name of the Federal awarding agency is **Department of Health and Human Services Administration for Children and Families: The Office of Family Assistance;** the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Kendra Dunn;** Division Director; Division of Community and Family Support; kendra.dunn@state.co.us
 - ix. The Catalog of Federal Domestic Assistance (CFDA) number is **93.086 – Healthy Marriage and Responsible Fatherhood, name is Colorado Fatherhood Program,** and dollar amount is **\$1,495,808;**
 - x. This award is **not** for research & development;
 - xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDEC cost allocation plan.
- 2) All requirements imposed by CDEC on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **the General Provisions and Exhibit A – Statement of Work, and Exhibit D – Additional Provisions.**

- 3) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **the General Provisions and Exhibit A – Statement of Work, and Exhibit D – Additional Provisions.**
- 4) Subrecipient's approved indirect cost rate is **0%**
- 5) Subrecipient must permit CDEC and auditors to have access to Subrecipient's records and financial statements as necessary for CDEC to meet the requirements of 2 CFR §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 this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **the General Provisions and Exhibit A – Statement of Work, and Exhibit D – Additional Provisions.**
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

8) Matching Funds

If a box below is checked, the accompanying provision applies.

- i. ☒ Subrecipient is not required to provide matching funds.
- ii. ☐ Subrecipient shall provide matching funds as stated in **insert reference to exhibit that contains match information.** Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDEC regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDEC that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

1. DEFINITIONS.

- 1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1.1. "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 1.1.1.1. Awards may be in the form of:
 - 1.1.1.1.2. Grants;
 - 1.1.1.1.3. Contracts;
 - 1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 1.1.1.1.5. Loans;
 - 1.1.1.1.6. Loan Guarantees;
 - 1.1.1.1.7. Subsidies;
 - 1.1.1.1.8. Insurance;

- 1.1.1.1.9. Food commodities;
- 1.1.1.1.10. Direct appropriations;
- 1.1.1.1.11. Assessed and voluntary contributions; and
- 1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 1.1.1.2. Award **does not** include:
 - 1.1.1.2.1. Technical assistance, which provides services in lieu of money;
 - 1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.1.2.3. Any award classified for security purposes; or
 - 1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.1.2. “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
- 1.1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.1.4. “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>.
- 1.1.5. “Entity” means:
 - 1.1.5.1. If the source of funding is a Grant:
 - 1.1.5.1.1. a Non-Federal Entity;
 - 1.1.5.1.2. a foreign public entity;
 - 1.1.5.1.3. a foreign organization;
 - 1.1.5.1.4. a non-profit organization;
 - 1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 1.1.5.2. If the source of funding is not a Grant:
 - 1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;
 - 1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.1.5.3. a foreign public entity;
 - 1.1.5.4. a domestic or foreign non-profit organization;
 - 1.1.5.5. a domestic or foreign for-profit organization; and

- 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7. If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.12. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 1.1.13.2. Is not organized primarily for profit; and
 - 1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, if the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19. “Subrecipient Parent 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.

- 1.1.20. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.21. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
- 1.1.21.1. Salary and bonus;
 - 1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.1.21.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.22. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.1.24. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

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

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

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

- 3.2. DUNS. Contractor/Grantee shall provide its DUNS number to its Prime Recipient, and shall update Contractor's/Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

4. TOTAL COMPENSATION.

- 4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 4.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and
- 4.1.2. In the preceding fiscal year, Contractor/Grantee received:
- 4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and
- 4.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. REPORTING.

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

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3. The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §10 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

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

- 7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
- 7.1.1.1. Subrecipient DUNS Number;
 - 7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
 - 7.1.1.3. Subrecipient parent's organization DUNS Number;
 - 7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
 - 7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
- 7.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. PROCUREMENT STANDARDS.

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

9. ACCESS TO RECORDS.

- 9.1. A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

10. SINGLE AUDIT REQUIREMENTS.

- 10.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
- 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 10.1.2. 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.
- 10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.
- 11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"/"funding Contract", the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

- 11.1.4. 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 awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11.1.5. 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 contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.1.6. 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.
- 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

- 13.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 13.2. A Contractor/Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14. EVENT OF DEFAULT AND TERMINATION.

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

- 14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END

PII CERTIFICATION

STATE OF COLORADO THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, Anne-Marie Braga, on behalf of City and County of Denver Department of Human Services (legal name of entity / organization) (the “Organization”), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____
Printed Name: Anne-Marie Braga
Title: Executive Director
Date: _____