INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **DENVER HEALTH AND HOSPITAL AUTHORITY**, **D/B/A DENVER HEALTH MEDICAL CENTER,** a body corporate and political subdivision of the State of Colorado, located at 601 Broadway MC 1919, Denver, CO 80203 ("Agency"), each a "Party" and collectively the "Parties."

RECITALS

WHEREAS, the City Mayor declared a state of local disaster emergency on March 12, 2020 pursuant to C.R.S. §§ 24-33.5-701, *et seq.*, brought on by the spread of COVID-19, the Governor of the State of Colorado declared a Disaster Emergency (D 2020 003) dated March 11, 2020 on the same basis, and the President of the United States issued a Declaration of Emergency on March 13, 2020 due to the COVID-19 crisis; and

WHEREAS, the City has entered into that Public Assistance COVID-19 Grant Agreement (along with all incorporated exhibits thereto, the "Grant Agreement") with the Colorado Division of Homeland Security and Emergency Management for emergency COVID-19-related funding in the total amount, including applicable local matching requirements, of Fifty-One Million, Four Hundred and Seventy-Nine Thousand, Five Hundred and Sixty-Five Dollars and Twelve Cents ($51,479,565.12) (collectively, "Grants Funds") from the Federal Emergency Management Agency ("FEMA"); and

WHEREAS, a copy of the Grant Agreement is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, per the Grant Agreement, the share of the Grant Funds applicable to be reimbursed to the Agency from FEMA for COVID-19-related emergency measures is, including applicable local matching requirements, Twenty-Five Million, One Hundred and Nineteen Thousand, Five Hundred and Eighty Dollars and Fifty Cents ($25,119,580.50) (collectively, the "Agency Funds"); and

WHEREAS, the Grant Agreement requires twenty-five percent (25%) matching from the City, or any sub-grantees or Subcontractors (as defined in the Grant Agreement), as a condition to receive reimbursement for the expenditure of any Agency Funds; and

WHEREAS, the Agency is defined as a "Subcontractor" under the terms of the Grant Agreement and a "Contractor" under the terms of Exhibit D of the Grant Agreement, and is eligible to receive reimbursement by FEMA from the Agency Funds in conformance with and subject to the terms of the Grant Agreement and this Intergovernmental Agreement; and

WHEREAS, the Agency requires use of the Agency Funds to fund the utilization of contracts for COVID-19-related emergency protective measures, including purchasing personal protective equipment, COVID-19 testing and lab supplies, and intensive care unit surge capacity

rooms and beds, in addition to increasing patient screening at clinics and hospital access points and contracting for the transfer of transitional care patients to Vivage senior living facilities to expand medical and surge capacity (collectively and as further described and incorporated in Exhibit E, Project Worksheet No. 9 of the Grant Agreement, the "Agency Work"); and

WHEREAS, to respond to the COVID-19 crisis in the City, and pursuant to the declarations of emergency described above, the City wishes to memorialize the terms and conditions upon which the Agency may receive reimbursement by FEMA from the Agency Funds in accordance with the terms and conditions of the Grant Agreement; and

WHEREAS, the Parties wish such work to be performed on an expedited, emergency basis.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **RECITALS.** The Recitals are hereby expressly incorporated into this Intergovernmental Agreement.

2. **PURPOSE.** The purpose of this Intergovernmental Agreement is to provide for the availability of reimbursement of the Agency Funds in accordance with the Grant Agreement to the Agency. At the time of execution of this Intergovernmental Agreement, the Parties anticipate that the Agency Funds will be used to fund the Agency Work. This Intergovernmental Agreement is subject to the terms of the current, and any future version, Grant Agreement. This Intergovernmental Agreement may be amended to include future grant activities authorized by applicable grant guidance. Future amendments must be signed by a person(s) duly authorized to validly bind eligible entities.

3. **DEFINITIONS.** Capitalized terms not otherwise defined herein shall have the meaning ascribed in the Grant Agreement.

4. **COORDINATION AND LIAISON.** The Agency shall fully coordinate all services under this Intergovernmental Agreement with the Risk Manager for the City, or the Risk Manager's designee. The Agency shall assign a project point of contact to act as the Agency representative for all aspects of any Agency Work that directly involve the Agency. During the term of this Intergovernmental Agreement, eligible entities shall fully coordinate all activities and obligations related to or arising out of this Intergovernmental Agreement with the City, including the Risk Manager, or as otherwise directed by the City.

5. **AGENCY WORK REQUIREMENTS.** The Agency shall diligently undertake, perform, and complete the Agency Work during the Term of this Intergovernmental Agreement, as further described in Section 7, below. The Agency Work may include, as relevant to the Agency Funds and without limitation: a) the scope of work and authorized use of the Agency Funds; b) invoicing and payment requirements; c) reporting and submittal requirements; d) procurement requirements;

and e) recordkeeping requirements.

6. **MAXIMUM CONTRACT AMOUNT.** The maximum contract amount for the Agency Work funded by the Agency Funds shall be Eighteen Million Eight Hundred and Thirty-Nine Thousand Six Hundred and Eighty-Five Dollars and Thirty-Eight Cents ($18,839,685.38), with a corresponding Agency match requirement per the Grant Agreement of Six Million Two Hundred and Seventy-Nine Thousand Eight Hundred and Ninety-Five Dollars and Twelve Cents ($6,279,895.12). The City shall not be responsible for payment of any Agency Funds matching requirement, and such responsibility shall be solely borne by the Agency. The City shall not encumber or appropriate any of the Agency Funds for any other purpose during the Term (as defined below in Section 7) without the prior written consent of the Agency.

7. **TERM.** The Term of the Agreement is from April 21, 2020 and terminates on June 12, 2022. The City may terminate this Agreement, or any part thereof, for the reasons and in the manner provided in the Grant Agreement.

8. **REIMBURSEMENT.** The Agency may seek reimbursement from the Agency Funds for expenditures identified in the Grant Agreement, subject to the terms and conditions of the Grant Agreement and this Intergovernmental Agreement.

9. **STATEMENT OF AGENCY WORK REQUIREMENTS.**

    a. The City acknowledges that it has received Nine Million Four Hundred and Fifty-Six Thousand Four Hundred and Two Dollars and Seventy-Five Cents ($9,456,402.75) of the Agency Funds for immediate use by the Agency to reimburse it for performing Agency Work (the "Immediate Agency Funds"). A portion or all of the Immediate Agency Funds shall be distributed to the Agency upon the City's receipt of the appropriate documentation required pursuant to the Grant Agreement and this Intergovernmental Agreement, as further described in Section 9.b, below. All remaining Agency Funds shall be reimbursed to the Agency in conformance with and subject to the requirements of the Grant Agreement and this Intergovernmental Agreement.

    b. The Agency, as a sub-grantee and Subcontractor as described in the Grant Agreement, shall be required to follow all requirements of a Subcontractor thereof. Specifically, and without limitation, The Agency shall comply with the processes set forth in Sections 1, 2, 3, 4, 5 and 7 of Exhibit A to the Grant Agreement (collectively, the "Statement of Agency Work") in the exact same manner as the City as condition to receiving reimbursement of a portion or all of the applicable Agency Funds regarding:

        i. The Agency Work
        ii. Deliverables
        iii. Reporting Requirements
        iv. Testing and Acceptance Criteria

v. Payment
vi. Administrative Requirements

The City shall be copied on all documentation sent to the State of Colorado related to the Agency's performance of the Statement of Agency Work and all reimbursement requests for Agency Funds.

10. **FEDERAL REQUIREMENTS.** The Agency shall strictly comply with all applicable Federal guidelines, as further described in Exhibit D to the Grant Agreement, as a "Contractor" thereof.

11. **APPROPRIATIONS**. The City's obligations under this Intergovernmental Agreement or any renewal or extension thereof, whether direct or contingent, extend only to monies appropriated for the purpose of this Intergovernmental Agreement by the Denver City Council, paid into City Treasury, and encumbered for the purposes of this Intergovernmental Agreement. By execution of this Intergovernmental Agreement, neither Party irrevocably pledges present cash reserves for payments in future fiscal years and this Intergovernmental Agreement does not, and is not intended to, create a multiple-fiscal year direct or indirect debt or financial obligation of either Party. Notwithstanding anything in the foregoing to the contrary, the City's payment obligations under this Intergovernmental Agreement shall extend only to those Agency Funds actually received by the City.

12. **TAXES, CHARGES, AND PENALTIES**. The City shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by the City's Revised Municipal Code.

13. **WHEN RIGHTS AND REMEDIES NOT WAIVED**. In no event will performance by a Party constitute or be construed to be a waiver by that Party of any breach of term, covenant, or condition or any default that may then exist on the part of the other Party, and the tender of any such performance when any breach or default exists (or is claimed to exist) impairs or prejudices any right or remedy available to the other Party with respect to the breach or default. No assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of this Intergovernmental Agreement is or may be construed to be a waiver of any succeeding or other breach.

14. **CONFLICT OF INTEREST**. No employee of either Party has or may have any personal or beneficial interest whatsoever in the services or property described herein. The Agency shall not knowingly hire or contract for services with any employee or officer of the City that would result in any violation of the Denver Revised Municipal Code, Chapter 2, Article IV, Code of Ethics, or City Charter provisions 1.2.8, 1.2.9, 1.2.12.

15. **STATUS OF PARTIES**. Neither Party is an employee of the other; no officer, employee, agent or contractor of one Party is an officer, employee, agent, or contractor of the other Party for any purpose, including unemployment compensation and workers' compensation.

16. **EXAMINATION OF RECORDS**. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Agency's performance pursuant to this Intergovernmental Agreement, provision of any goods or services to the City, and any other transactions related to this Intergovernmental Agreement. The Agency shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after final closeout by FEMA or expiration of the applicable statute of limitations. When conducting an audit of this Intergovernmental Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Agency to make disclosures in violation of state or federal privacy laws. The Agency shall at all times comply with D.R.M.C. 20-276.

17. **ASSIGNMENT AND SUBCONTRACTING**. The Agency covenants and agrees that it will not assign or transfer its rights hereunder without first obtaining the written consent of the Manager of the City's Department of Finance. Any attempts by the Agency to assign or transfer its rights hereunder without such prior written consent of the Manager shall, at the option of said Manager, automatically terminate this Intergovernmental Agreement and all rights of the Agency hereunder. Such consent may be granted or denied at the sole and absolute discretion of said Manager. A change in control of the Agency shall not constitute and assignment hereunder.

18. **NO THIRD-PARTY BENEFICIARY**. The enforcement of this Intergovernmental Agreement, and all rights of action relating to enforcement, are strictly reserved to the Parties. Nothing in this Intergovernmental Agreement gives or allows any claim or right of action by any person or other entity on this Intergovernmental Agreement, including subcontractors and suppliers. Any person who or other entity other than the Parties that receives services or benefits under this Agreement is an incidental beneficiary only.

19. **GOVERNING LAW; VENUE**. Each term, provision, and condition of this Intergovernmental Agreement is subject to the provisions of Colorado law, the Charter of the City and County of Denver, and the ordinances, and regulations enacted pursuant thereto. Unless otherwise specified, any general or specific reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders (including memoranda thereto), or contracts, means statutes, laws, regulations, charter or code provisions, ordinances, and executive orders (including memoranda thereto) and contract as amended or supplemented from time to time and any corresponding provisions of successor statues, laws, regulations, charter or code provisions, ordinances, or executive orders (including memoranda thereto) and contracts. Venue for any legal action relating to or arising out of this Intergovernmental Agreement will be in the District Court of the Second Judicial District of the State of Colorado.

20. **SEVERABILITY**. Except for the provisions of this Intergovernmental Agreement requiring appropriation of funds, if a court of competent jurisdiction finds any provision of this Intergovernmental Agreement or any portion thereof to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

21. **PARAGRAPH HEADINGS**. The captions and headings set forth in this Intergovernmental Agreement are for convenience of reference only and do neither define nor limit its terms and may not be construed to do so.

22. **SURVIVAL OF CERTAIN PROVISIONS**. The terms of this Intergovernmental Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Intergovernmental Agreement survive this Intergovernmental Agreement and will continue to be enforceable.

23. **NOTICES**. Notices concerning termination of this Intergovernmental Agreement, alleged or actual, violation(s) of the terms or conditions of this Intergovernmental Agreement, and notices of similar importance, as well as bills, invoices, or reports required under this Agreement, must be mailed by United States mail, postage prepaid, if to the Agency at its address written above, and if to the City at the addresses listed below. Notices must be delivered by prepaid U.S. mail and become effective three (3) days after deposit with the U.S. Postal Service. The Parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but these substitutions are not effective until actual receipt of written notification.

City and County of Denver
201 W Colfax Ave., Department 1010
Denver, Colorado 80202
Attn: Risk Manager

With copies of termination and violation notices to:

Office of the Mayor
1437 Bannock Street, Room 350
Denver, Colorado 80202

Denver City Attorney's Office
1437 Bannock Street, Room 353
Denver, Colorado 80202

24. **COLORADO GOVERNMENTAL IMMUNITY ACT AND INSURANCE.** Neither Party shall have any liability or responsibility to anyone for any act or omission of the other. Each Party will be liable for the actions and omissions of its respective officers, agents, employees and subcontractors, to the extent provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq*. ("CGIA"). Nothing in this

Section or any other provision of this Intergovernmental Agreement or any Exhibit hereto shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or the Agency may have under the Colorado Governmental Immunity Act or to any other defenses, immunities, or limitations of liability available to the City or the Agency by law. At all times during the term of this Agreement, including any renewals or extensions, the Agency shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. Proof of such insurance shall be provided upon request by the City. This obligation shall survive the termination of this Intergovernmental Agreement.

25. **DISPUTES**. All disputes of any nature between the City and the Agency regarding this Intergovernmental Agreement will be resolved by the administrative hearings pursuant to Denver Revised Municipal Code 56-106(b)-(f). For purposes of that procedure, the Manager of the Department of Finance, or the Manager's designee, is the City official to render a final determination.

26. **ORDER OF PRECEDENCE**. In the event of any conflict between the terms contained in the numbered sections, including subparts to them, of this Intergovernmental Agreement and those of any exhibit such that the full effect cannot be given to both or all provisions, then the terms contained in the numbered sections, including subparts to them, of this Intergovernmental Agreement control.

27. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS**. This Intergovernmental Agreement is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendment has any force or effect, unless embodied herein in writing. Amendments to this Intergovernmental Agreement will become effective when approved by both parties and executed in the same manner as this Intergovernmental Agreement.

28. **LEGAL AUTHORITY**. The Parties represent and assure that each possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action necessary, to enter into this Intergovernmental Agreement. The persons or person signing and executing this Intergovernmental Agreement on behalf of a Party, represent(s) that he or she is fully authorized to execute this Intergovernmental Agreement on behalf of their jurisdiction and to validly and legally bind their jurisdiction to all the terms, performances, and provisions herein set forth. If there is a dispute as to the legal authority of either the Agency or the person signing this Intergovernmental Agreement to enter into this Intergovernmental Agreement, at its option, the City may temporarily suspend or permanently terminate this Intergovernmental Agreement or both. The City will not be obligated to perform any of the provisions of this Intergovernmental Agreement after it has suspended or terminated this Agreement as provided in this Intergovernmental Agreement.

29. **FEMA GRANT AND COOPERATIVE AGREEMENT SPECIFIC PROVISIONS**. During the performance of this Intergovernmental Agreement, the Agency agrees as follows:

a. **Federal Equal Opportunity Clause.**

i. The Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Agency 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, sexual orientation, gender identity, 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 Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The Agency will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Agency 's legal duty to furnish information.

iv. The Agency 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 advising the said labor union or workers' representatives of the Agency 's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The Agency 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.

vi. The Agency will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the Agency 's noncompliance with the nondiscrimination clauses of this Intergovernmental Agreement or with any of the said rules, regulations, or orders, this Intergovernmental Agreement may be canceled, terminated, or suspended in whole or in part and the Agency may be declared ineligible for further Government contracts or federally assisted construction 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.

viii. The Agency will include the portion of the sentence immediately preceding Section 29.a. and the provisions of Sections 29.a and 29.a.i through 29.1.vii 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 Agency will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Agency may request the United States to enter into such litigation to protect the interests of the United States.

b. **Compliance with the Contract Work Hours and Safety Standards Act**

i. **Overtime requirements**. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

ii. **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph 29.b.i of this Section the Agency and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards,

employed in violation of the clause set forth in paragraph 29.b.i of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 39.b.i of this Section.

iii. **Withholding for unpaid wages and liquidated damages**. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 29.b.ii of this section.

iv. **Subcontracts**. The Agency or subcontractor shall insert in any subcontracts the clauses set forth in Sections 29.b.i through 29.b.iii of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Sections 29.b.i through 29.b.iv of this section.

c. **For Agreements in Excess of $150,000 the Clean Air Act and Federal Water Pollution Control Act Provisions Apply.**

i. **Clean Air Act**. The Agency agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq*. The Agency agrees to report each violation to the Colorado Department of Public Health and Environment ("CDPHE") and understands and agrees that the CDPHE will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Agency agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA and HHS.

ii. **Federal Water Pollution Control Act**. The Agency agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq*. The Agency agrees to report each violation to the CDPHE and understands and agrees that the CDPHE will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Agency

agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA and HHS.

d. **Suspension and Debarment.**
   i. This Intergovernmental Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Agency is required to verify that none of the Agency, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
   ii. The Agency must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
   iii. This certification is a material representation of fact relied upon by the City. If it is later determined that the Agency did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
   iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

e. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).**
   i. Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient.

f. **Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying.**
   i. Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
   ii. The undersigned certifies, to the best of his or her knowledge, that:
   iii. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

iv. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

v. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

vi. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file. the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

vii. The Agency certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Agency understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.,* apply to this certification and disclosure, if any.

g. **Procurement of Recovered Materials.**

i. In the performance of this Intergovernmental Agreement, the Agency shall make maximum use of products containing recovered materials that are EPA items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

iv. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

h. **Additional Provisions.**

i. The Agency agrees to provide any agency or department of the State of Colorado, the City, the FEMA Administrator, the Comptroller General of the United States, HHS or any of their authorized representatives access to any books, documents, papers, and records of the Agency which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Agency agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Agency agrees to provide the FEMA Administrator, HHS or authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

iv. The Agency shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA or HHS pre-approval.

v. This is an acknowledgement that FEMA or HHS financial assistance will be used to fund the Intergovernmental Agreement only. The Agency will comply will all applicable federal law, regulations, executive orders, FEMA or HHS policies, procedures, and directives.

vi. The Federal Government is not a party to this Intergovernmental Agreement and is not subject to any obligations or liabilities to the non-Federal entity, the Agency, or any other party pertaining to any matter resulting from the Intergovernmental Agreement.

vii. The Agency acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Agency's actions pertaining to this Intergovernmental Agreement.

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

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Contract Control Number: FINAN-202054689-00
Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: _____

_____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

DocuSign Envelope ID: B6BECD26-D547-4C6D-8CA0-0D77423705FC

Contract Control Number: FINAN-202054689-00
Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

By: DocuSigned by: 157B77015E4448E...

Name: Peg Burnette
(please print)

Title: Chief Financial Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

DocuSign Envelope ID: B787D0AE-EA5F-43FD-8DE0-18603D6C0DED

Exhibit A

COLORADO
Division of Homeland Security
& Emergency Management
Department of Public Safety
Office of Grants Management
8000 South Chester Street, Suite 575
Centennial, CO 80112

Devron McMillin
Risk Manager
City and County of Denver
201 W. Colfax, Department 1010
Denver, CO 80202

April 21, 2020

PACOVID19DEN

Dear Ms. McMillin:

We are pleased to inform you that the Colorado Division of Homeland Security and Emergency Management has approved your application for funding pursuant to the Public Assistance COVID-19 Grant Program in the amount of $38,609,673.86 from the Federal Emergency Management Agency. This letter authorizes you to proceed with the Public Assistance COVID-19 expedited funding in accordance with the terms of this Grant Award Letter.

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

If you have questions regarding this Grant, please contact: Michael Haney (303) 594-0572 or Michael.Haney@state.co.us.

Sincerely,

Michael Haney
Recovery Grants Section Supervisor
Colorado Department of Public Safety
Division of Homeland Security and Emergency Management

CC: **Lin Bonesteel**, Office of Grants Management Director
Devron McMillin, Cash Risk & Capital Funding
Grant File

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GRANT AWARD LETTER

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Public Safety	**Grant Maximum Amount** $38,609,673.86
Grantee City and County of Denver	**Grant Issuance Date** April 21, 2020
Agreement Number Encumbrance #: PACOVID19DEN Subrecipient DUNS#: 085596802 Federal Award Identification # (FAIN): PA-VIII-CO-4498 Total Amount of the Federal Award: $51,479,565.12 Federal Award Date March 13, 2020 Name of Federal Awarding Agency DHS/FEMA CFDA 97.036 Public Assistance Identification if the Award is for R&D: No	**Grant Expiration Date** June 12, 2022 **Fund Expenditure End Date** March 12, 2022 **Grant Authority** Federal Authority to enter into this Grant exists in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121-5206 and State Authority to enter this Grant exists in CRS §24-1-128.6.

Grant Purpose
Immediate grant funding to conduct response activities that address the COVID-19 threat.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Statement of Work.
2. Exhibit B, Budget.
3. Exhibit C, Sample Option Letter (Form 1)
4. Exhibit D, Federal Provisions.
5. Exhibit E, Project Worksheets

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

1. Exhibit D, Federal Provisions.
2. The provisions of the other sections of the main body of this Grant.
3. Exhibit A, Statement of Work.
4. Exhibit B, Budget.

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE **CITY AND COUNTY OF DENVER**	**STATE OF COLORADO** Jared S. Polis, Governor Department of Public Safety, Division of Homeland Security and Emergency Management Kevin R. Klein, Director
By: _____ Title: _____ _____ *Signature Date: _____	_____ By: Kevin R. Klein, Director Date: 7 May 2020
2nd Grantee Signature *if Needed* By: _____ Title: _____ _____ *Signature Date: _____	**LEGAL REVIEW** Phil J. Weiser, Attorney General _____ By: Assistant Attorney General Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

Linda M Bonesteel
By: Colorado Department of Public Safety,
Linda M. Bonesteel, State Controller Delegate

Effective Date: 5/7/2020

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1. GRANT

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

2. TERM

A. Initial Grant Term and Extension

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

B. Early Termination in the Public Interest

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

C. Grantee's Termination Under Federal Requirements

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in Exhibit A.

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B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

C. "**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**" exhibits and attachments included with this Grant as shown on the first page of this Grant.

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. Insert Federal Awarding Agency's Full Legal Name and Acronym 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 Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

L. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

M. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

N. "**Grantee**" means an individual or organization that has been awarded a grant. For the purposes of this Grant, Grantee is also referred to as *Subrecipient.*

O. "**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.

P. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

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Q. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

R. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

S. "**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.

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 and 24-73-101 C.R.S.

U. "**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.

V. "**Recipient**" means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients. See also § 200.69 Non-Federal entity in the OMB Uniform Grants Guidance. Also referred to as a *Prime Recipient.* The State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award, is the Recipient.

W. "**Services**" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

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, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

Y. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

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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**" *For the purposes of this Grant, Subrecipient is Grantee*: 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.

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 Grant Issuance Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse

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Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

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

B. Federal Recovery

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

C. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

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

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E. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in Exhibit A shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices or reimbursement requests (referred to as "invoices" herein) to the State in the form and manner set forth and approved by the State. If permitted by the federal Program, the State may pay certain eligible, Pre-award Costs incurred within the applicable federal grant period from Federal Funds or Matching Funds.

F. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The Grant will be substantially complete when all final documentation has been submitted and accepted by the State.

6. REPORTING - NOTIFICATION

A. Violations Reporting

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

7. GRANTEE RECORDS

A. Maintenance and Inspection

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

B. Monitoring

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

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C. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. 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,

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

D. Incident Notice and Remediation

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

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

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

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11. REMEDIES

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

12. DISPUTE RESOLUTION

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

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§15**.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

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

15. GOVERNMENTAL IMMUNITY

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

16. GENERAL PROVISIONS

A. Assignment

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

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of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

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

C. Entire Understanding

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

D. Modification

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

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

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

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

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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 D at all times during the term of this Grant.

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EXHIBIT A, STATEMENT OF WORK

1. GENERAL DESCRIPTION OF THE PROJECT(S).

1.1 Project Description. As detailed in the attached FEMA Project Worksheet(s) (PWs), Exhibit E, for Presidential Disaster Declaration PA COVID-19 this grant reimburses the Grantee for the 75% Federal share of the eligible FEMA Public Assistance Program expenditures incurred in the response to the disaster.

1.2 Project Expenses. All eligible project expenses are summarized in the project budget table of Exhibit B, and detailed in the PWs of Exhibit E.

1.3 Non-Federal Match. This non-federal match section applies to this Grant. This Grant requires a non-federal match contribution of 25% of the total Grant budget. Documentation of expenditures for the non-federal match contribution is required. As further delineated in §5.2 of this Exhibit A, the State contribution to the project, if any, may be the first non-federal matching funds applied if Grantee desires. The match may include in-kind (donated resources) match for Categories A+B (emergency work) projects only.

2. DELIVERABLES:

2.1 Grantee shall submit narrative and financial reports describing project progress and accomplishments, any delays in meeting the objectives and expenditures to date as described in §3 of this Exhibit A.

2.2 List additional grant deliverables: None.

3. REPORTING REQUIREMENTS:

3.1 Quarterly Progress Reports. The project(s) approved in this Grant are to be completed on or before the termination date stated on the agreement's Grant Award Letter page of this grant agreement. Grantee shall submit quarterly progress reports for each project identified in this agreement using the format provided by the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management (DHSEM) throughout the life of the grant.

Reports shall be submitted in accordance with the schedule table below. The order of the reporting period quarters below is irrelevant to the grant. If the grant is open during the "report period" said reports for that period are due on the respective due dates listed. If the grant is for more than one year, reports are due for every quarter that the grant remains open.

Report Period	Due Date
October – December	January 30
January –March	April 30
April – June	July 30
July – September	October 30

3.2 Final Reports. Grantee shall submit final progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within **45** days of the end of the project/grant period of performance. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period.

If all projects are completed before the end of the grant period, the final report may be submitted at any time during the period of performance. Further reports are not due after the DHSEM has received, and sent notice of acceptance, of the final grant report.

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4. TESTING AND ACCEPTANCE CRITERIA:

The DHSEM shall evaluate this Project(s) through the review of Grantee submitted financial and progress reports, and may conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management and other requirements of this grant. The DHSEM will notify Grantee in advance of such on-site monitoring.

5. PAYMENT:

5.1 Payment Schedule. Payments for Large projects are made on a reimbursement of actual cost basis, or on an immediate cash need basis (advance) with the immediate cash needs documented by submission of unpaid vendor invoice(s), a schedule of payments due portion of a contract, or other evidence of the immediate cash need. Grantees are required to submit proof of payment to the state as soon as possible. Proof of payment may be a check copy made to the vendor, an accounting ledger transaction, or a 'proof of payment' from the vendor. Payments will be made as often as necessary to meet the Grantee's cash flow needs. The Grantee must submit requests for reimbursement, or advance, to provide funds for immediate cash needs using the DHSEM's provided form, and including all documentation of actual costs. One electronically signed/submitted copy of the reimbursement/immediate cash needs request form is required.

All requests shall be for eligible actual expenses incurred, or immediately incurred, by Grantee, as described in detail in the FEMA PW(s) of Exhibit E. Requests for payment shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement. If any financial or progress reports are delinquent at the time of a payment request, the DHSEM may withhold such reimbursement until the required reports have been submitted.

5.2 Payment Amount: If non-federal match is required, such match shall be documented with every payment request in the same manner as outlined in this Exhibit A, §5.1. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.

5.3 Remittance Address. If mailed, payments shall be sent to the representative identified in **§6** of this Exhibit A. Grant:

Devron McMillin, Risk Manager
201 W. Colfax, Department 1010
Denver, CO 80202

6. PRINCIPAL REPRESENTATIVES:

For the State:	**For Grantee:**
Michael Haney, Recovery Grants Supervisor	Devron McMillin, Risk Manager
Department of Public Safety,	City and County of Denver
Division of Homeland Security & Emergency Management	201 W. Colfax
8000 South Chester Street, Suite 575	Department 1010
Centennial, CO 80112	Denver, CO 80202
Michael.Haney@state.co.us	Devron.McMillin@denvergov.org

7. ADMINISTRATIVE REQUIREMENTS:

Required Documentation: Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports.

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7.1 Sufficient detail shall be provided with reimbursement/immediate cash needs advance requests to demonstrate that the expenses are allowable and appropriate for each project as detailed below. The required documentation includes as applicable, but is not be limited to, purchase orders, **receiving** documents, invoices, vouchers, equipment/services identification, and time and effort reports. If any funds are advanced for immediate cash needs, proof of payment must be provided to the State within 30 days of receipt of the funds, and prior to any further advances on a project. Proof of payment may be made by provision of a copy of a General Ledger report including the expenditure(s) of the advanced funds, or by other means that verify that the advanced funds have been expended.

7.1.1 **Equipment or tangible goods**. When requesting reimbursement for equipment items with a purchase price of or exceeding $5,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of $5,000 or more are prominently marked in a manner similar to the following: Purchased with funds provided by the U.S. Department of Homeland Security.

7.1.2 **Services**. Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.

7.2 **Procurement:** A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues. In addition:

7.2.1 Any sole source transaction in excess of $100,000 shall be approved in advance by the DHSEM.

7.2.2 Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.

7.2.3 Grantee shall verify that the Contractor is not debarred from participation in state and federal programs. Grantees should review contractor debarment information on http://www.sam.gov.

7.2.4 When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subrecipients shall use the phrase -"This project was supported by grant #PACOVID19DEN, issued by the Colorado Division of Homeland Security and Emergency Management."

7.2.5 Grantee shall ensure that no rights or duties exercised under this grant, or equipment

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purchased with Grant Funds having a purchase value of $5,000 or more, are assigned without the prior written consent of the DHSEM.

7.2.6 Grantee shall ensure that all funds are needed to supplement and not to supplant the Grantee's own funds.

7.3 Additional Administrative Requirements:

7.3.1 The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the DHSEM.

7.3.2 FEMA may provide additional funds to the State for use by the City and County of Denver through a project amendment. Amendment processing requires the City and County of Denver to provide closeout level documentation to support the expenditure of the originally expedited funding.

7.3.3 All applicant agencies that own resources currently covered by the Colorado Resource Typing Standards must agree to participate in the State's Emergency Resource Inventory Report and update their information on a quarterly basis.

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EXHIBIT B, BUDGET

BUDGET:

Project Worksheet (PW#)	*Federal Share*	*Local Share*	*TOTAL Project*
00006(0)	$ 6,069,736.13	$ 2,023,245.37	$ 8,092,981.50
00007(0)	$ 10,237,687.50	$ 3,412,562.50	$ 13,650,249.99
00008(0)	$ 1,423,446.10	$ 474,482.03	$ 1,897,928.13
00009(0)	$ 18,839,685.38	$ 6,279,895.12	$ 25,119,580.50
00010(0)	$ 2,039,118.75	$ 679,706.25	$ 2,718,825.00
TOTAL BUDGET	**$ 38,609,673.83**	**$ 12,869,891.29**	**$ 51,479,565.12**
TOTAL AWARD AMOUNT	**$ 38,609,673.86**		

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EXHIBIT C, SAMPLE OPTION LETTER

State Agency Department of Public Safety	**Option Letter Number** Insert the FORM 1 Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	**Option Agreement Number** Insert CMS Number
Original Agreement CMS Number: Insert CMS Number Encumbrance #: MG4145xxxxxx Subrecipient DUNS#: Insert DUNS Number Executive Order Identification #: EMW-2017-SS-00050-S01 Award Date Insert Full Date Disaster Emergency Fund Identification if the Award is for R&D: No	**Option Agreement Maximum Amount** $**Insert Amount** **Agreement Performance Beginning Date** Month Day, Year **Current Agreement Expiration Date** Month Day, Year

1. OPTIONS:

A. Option to extend for an Extension Term

B. Option to modify Budget table under the Agreement

2. REQUIRED PROVISIONS:

A. **For use with Option 1(A):** In accordance with §(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Month Day, Year and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

B. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above. The maximum amount payable by the State for performance of this Grant Agreement is increased/decreased to $ and the maximum amount of local matching funds, if applicable, is $. The total project amount is $.

Project Activity/Line Item	*State Share*
Organization	$ 0.00
Planning	$ 0.00
Equipment	$ 0.00
Training	$ 0.00
TOTAL AWARD AMOUNT	**$ 0.00**

3. OPTION EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller.

STATE OF COLORADO Jared Polis, Governor Department of Public Safety, Division of Homeland Security and Emergency Management _____ By: Kevin R. Klein, Director Date: _____	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Colorado Department of Public Safety, Linda M. Bonesteel, State Controller Delegate Option Effective Date:_____

SAMPLE

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EXHIBIT D, 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 agreement or any attachments or exhibits incorporated into and made a part of the agreement, 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;

SAMPLE

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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 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 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 Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does

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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.

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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:

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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 §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.

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

8. **SUBRECIPIENT REPORTING REQUIREMENTS.**

8.1. If 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;

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

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

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

8.1.1.8. Subrecipient's DUNS Number as registered in SAM.

8.1.1.9. 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 Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for 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

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Subrecipient **expends** Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

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

11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by 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

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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 paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of

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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

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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 contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

13. **CERTIFICATIONS.**

13.1. Unless prohibited by Federal statutes or regulations, 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

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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 E, PROJECT WORKSHEETS (6)

PA-08-CO-4498-PW-00006(0) P	
Applicant Name:	Application Title:
DENVER (COUNTY)	EXP135678 - COVID-19-Related Personal Protective Equipm
Period of Performance Start:	Period of Performance End:
03-28-2020	09-28-2020

Subgrant Application - Entire Application

Application Title: EXP135678 - COVID-19-Related Personal Protective Equipm
Application Number: PA-08-CO-4498-PW-00006(0)
Application Type: Subgrant Application (PW)

Preparer Information

Prefix	
First Name	James
Middle Initial	
Last Name	Leonard
Title	CRC Lane TFL
Agency/Organization Name	Colorado
Address 1	8000 S Chester St
Address 2	Suite 575
City	Centennial
State	CO
Zip	80112
Phone	303-239-4266
Email	lin.bonesteel@state.co.us
Is the application preparer the Point of Contact?	No

Point of Contact Information

Prefix	
First Name	Devron
Middle Initial	
Last Name	McMillin
Title	Risk Manager
Agency/Organization	Denver (City and County of)
Address 1	201 W. Colfax Avenue
Address 2	
City	Denver
State	CO
ZIP	80202
Phone	720-913-3345
Fax	
Email	Devron.McMillin@Denvergov.org

Alternate Point of Contact Information

Prefix	
First Name	April
Middle Initial	
Last Name	Hansen
Title	Senior Risk Analyst
Agency/Organization	
Address 1	
Address 2	
City	
State	
ZIP	
Phone	720-913-3332
Fax	
Email	April.Hansen@denvergov.org

Project Description

Disaster Number:	4498
Pre-Application Number:	PA-08-CO-4498-RPA-0005
Applicant ID:	031-99031-00

Applicant Name:	DENVER (COUNTY)
Subdivision:	
Project Number:	E135678
Standard Project Number/Title:	299 - Emergency Protective Measures
Please Indicate the Project Type:	Neither Alternate nor Improved
Application Title:	EXP135678 - COVID-19-Related Personal Protective Equipm
Category:	B.PROTECTIVE MEASURES
Percentage Work Completed?	34.0 %
As of Date:	05-04-2020

Comments

Attachments

User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
RICHARD KASZAK	04-17-2020	Additional Information	[135678] COVID-19-Related Per_EMMIE Package_20200417 1501.zip	[135678] COVID-19-Related Per_EMMIE Package_20200417 1501.zip	[135678] COVID-19-Related Per_EMMIE Package_20200417 1501.zip(4.54 Mb)	View

Damage Facilities (Part 1 of 2)

Facility (Site) Number	Facility (Site) Name	Address	County	City	State	ZIP	Previously Damaged?	Action
1	Damage # 377639; Emergency Protective Measures (Personal Protective Equipment Purchases)				CO		No	

Comments

Attachments

Facility (Site) Name:	Damage # 377639; Emergency Protective Measures (Personal Protective Equipment Purchases)
Address 1:	
Address 2:	
County:	
City:	
State:	CO
ZIP:	
Damage Category:	B
Was this facility (site) previously damaged?	No
Percentage Work Completed?	34.00 %
Location:	PA-08-CO-4498-PW-00006(0): City and County Wide
Damage Description and Dimensions:	PA-08-CO-4498-PW-00006(0): The Disaster #4498DR, which occurred between 1/20/2020 and --, caused: Damage # 377639; Emergency Protective Measures (Personal Protective Equipment Purchases) During the incident period of 1/20/2020 through [End Date], COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures. Provided Emergency Protective Measures for purchasing 200,000 N95 Masks at a unit price of $1.80 EA for a total of $360,000.00 at the City and County of Denver, Colorado from 3/4/2020 to 3/26/2020. Provided Emergency Protective Measures for purchasing 100,000 N95 Masks at a unit price of $1.02 EA for a total of $102,000.00 at the City and County of Denver, Colorado from 3/4/2020 to 3/26/2020. Provided Emergency Protective Measures for purchasing approximately 750,000 surgical masks at a unit price of $1.22 EA for a total of $915,107.00 at the City and County of Denver, Colorado from 3/4/2020 to 3/26/2020. Provided Emergency Protective Measures for purchasing various gloves and goggles from multiple vendors for a total of $600,000.00 at the City and County of Denver, Colorado from 3/4/2020 to 3/26/2020. Provided Emergency Protective Measures for purchasing various janitorial and cleaning supplies from multiple vendors for a total of $2,091,309.00 at the City and County of Denver, Colorado from 3/4/2020 to 3/26/2020. Provided Emergency Protective Measures for purchasing various other Medical supplies from multiple vendors for a total of $1,437,333.00 at the City and County of Denver, Colorado from 3/4/2020 to 3/26/2020. Provided Emergency Protective Measures for purchasing 1,500,000 N95 Masks at a unit price of $5.90 EA for a total of $8,850,000.00 at the City and County of Denver, Colorado from 4/16/2020 to 5/4/2020. Provided Emergency Protective Measures for purchasing 1,500,000 Surgical Masks at a unit price of approximately $1.22 EA for a total of $1,830,214.00 at the City and County of Denver, Colorado from 4/16/2020 to 5/4/2020.

Scope of Work:	PA-08-CO-4498-PW-00006(0): 377639 Personal Protective Equipment Purchases Work Completed: The purpose of this Expedited Version 0 project is for the Emergency Response and Management of Purchase Orders by the Applicant, City and County of Denver, for Personal Protective Equipment (PPE), Medical supplies and equipment costs from 3/4/20 through Ongoing. Project costs are based on the Applicant's purchase orders for the mission tasked equipment expended. The Federal Cost Share for this version is 75%. All work and costs in this project fall between 3/4/20 and Ongoing. The Applicant utilized Purchase Orders (Contracts) for the Emergency Response and Management of the COVID-19 Pandemic in the City and County of Denver to: City and County of Denver, Colorado A. Purchase 200,000 N95 Masks at a unit price of $1.80 EA for a total of $360,000.00 B. Purchase 100,000 N95 Masks at a unit price of $1.02 EA for a total of $102,000.00 C. Purchase approximately 750,000 surgical masks at a unit price of $1.22 EA for a total of $915,107.00 D. Purchase various gloves and goggles from multiple vendors for a total of $600,000.00 E. Purchase various janitorial and cleaning supplies from multiple vendors for a total of $2,091,309.00 F. Purchase various other Medical supplies and equipment from multiple vendors for a total of $1,437,333.00 Work Completed Total: $5,505,749.00 Work To Be Completed: The Applicant will utilize Purchase Orders (Contracts) for the Emergency Response and Management of the COVID-19 Pandemic in the City and County of Denver to: City and County of Denver, Colorado A. Purchase 1,500,000 N95 Masks at a unit price of $5.90 EA for a total of $8,850,000.00 B. Purchase 1,500,000 Surgical Masks at a unit price of approximately $1.22 EA for a total of $1,830,214.00 Work To Be Completed Total: $10,680,214.00 Total Damage Inventory: $16,185,963.00 The Expedited Project will be funded at 50% of the Project cost. Version 0 - Expedited Project Cost x 50% Reduction = $16,185,963.00 x 50% = $8,092,981.50. Project Notes: 1. All costs associated with the Work Completed portion of the project have been validated and all estimates for Work To Be Completed were generated using Applicant-supplied documentation. See attachments labeled: Project 135678 DR-4498-CO City and County of Denver - Expedited COVID-19 - CAT-B Cost Validation and Estimate Summary Sheet-A 04-07-20.xlsx and Project # 135678 DDD- SOW - COST.pdf. 2. For simplicity, we are totaling all costs and using the term "contract" only. Future versions of this grant will be adjusted to account for normal Public Assistance project cost breakdown (i.e., force account labor, equipment, materials, etc.). 3. The Project costs are substantiated by the attached purchase orders. 4. This is an Expedited Project and will be adjusted for actual costs later. 5. Documentation for all work will be required for any future versions of this project. 6. This is an ongoing operation and costs are subject to change. 7. All procurement documents attached have been reviewed. See attachment labeled Project # 135678 DDD - SOW - COST.pdf. 8. FEMA will not approve PA funding that duplicates funding or assistance provided by another federal agency, including the U.S. Department of Health and Human Services or Centers for Disease Control and Prevention. See attachment labeled State.co.us Executive Branch Mail - Denver DOB Affirmation.pdf. 9. FEMA will only reimburse for PPE that is necessary for patient care to prevent and/or spread infection of health care workers as directed by public health officials not to exceed the duration of the HHS public health emergency declaration for COVID-19. 10. Applicant must follow FEMA's Procurement Under Grants Conducted Under Exigent or Emergency

	Circumstances guidance and include a termination for convenience clause in its contracts.

Hazard Mitigation Proposal	
* Is effective mitigation feasible on this facility (site)?	No
If you answered **Yes** to the above question, the next question is required	
Will mitigation be performed on this facility (site)?	
If you answered **Yes** to the above question, the next question is required	
Do you wish to attach a Hazard Mitigation Proposal?	
If you answered **Yes** to the above question, the next two questions are required	
Please provide the Scope of Work for the estimate: (maximum 4000 characters)	
Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?	

GIS Coordinates

Project Location	Latitude	Longitude

Special Considerations

1. Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc)?	No
2. Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland?	No
3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area?	No
4. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use of function)?	No
5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal?	No
6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site?	No
7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland?	No
8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work?	No
9. Are there any other environmental or controversial issues associated with the damaged facility and/or item of work?	No

Attachments

Mitigation section is not applicable for your project category.

Cost Estimate

Is this Project Worksheet for	

(Preferred) Repair

Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
***** Version 0 *****									
Work Completed									
1	9001	Contract	1	LS	$ 5,505,749.00	CONTRACTUAL	Work Completed	$ 5,505,749.00	
2	9001	Contract	1	LS	$ -2,752,874.50	CONTRACTUAL	Work Completed	$ -2,752,874.50	
Work To Be Completed									
3	9001	Contract	1	LS	$ 10,680,214.00	CONTRACTUAL	Work To Be Completed	$ 10,680,214.00	
4	9001	Contract	1	LS	$ -5,340,107.00	CONTRACTUAL	Work To Be Completed	$ -5,340,107.00	
							Total Cost :	**$ 8,092,981.50**	

Insurance Adjustments (Deductibles, Proceeds and Settlements) - 5900/5901

Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
							Total Cost :	**$ 0.00**	

Total Cost Estimate: (Preferred Estimate Type + Insurance Adjustments)	**$ 8,092,981.50**

Comments

Attachments

Existing Insurance Information

Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required	Facility (Site) No.

Comments

Attachments

Comments and Attachments

Name of Section	Comment	Attachment
Project Description		[135678] COVID-19-Related Per_EMMIE Package_20200417 1501.zip (04-17-2020)
Form 90-91		PRJ_Report_113080_20200417.pdf (04-17-2020)

Bundle Reference # (Amendment #)	Date Awarded
PA-08-CO-4498-PW-00006(5)	04-21-2020

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER					PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4498	-	DR	-CO	E135678	031-99031-00	04-17-2020	B

APPLICANT: DENVER (COUNTY)

WORK COMPLETE AS OF:
05-04-2020 : 34 %

Site 1 of 1

DAMAGED FACILITY:

Damage # 377639; Emergency Protective Measures (Personal Protective Equipment Purchases)

COUNTY: Denver

LOCATION:

PA-08-CO-4498-PW-00006(0):
City and County Wide

Current Version:

LATITUDE:

LONGITUDE:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-08-CO-4498-PW-00006(0):
The Disaster #4498DR, which occurred between 1/20/2020 and --, caused:

Damage # 377639; Emergency Protective Measures (Personal Protective Equipment Purchases)

During the incident period of 1/20/2020 through [End Date], COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

Provided Emergency Protective Measures for purchasing 200,000 N95 Masks at a unit price of $1.80 EA for a total of $360,000.00 at the City and County of Denver, Colorado from 3/4/2020 to 3/26/2020.

Provided Emergency Protective Measures for purchasing 100,000 N95 Masks at a unit price of $1.02 EA for a total of $102,000.00 at the City and County of Denver, Colorado from 3/4/2020 to 3/26/2020.

Provided Emergency Protective Measures for purchasing approximately 750,000 surgical masks at a unit price of $1.22 EA for a total of $915,107.00 at the City and County of Denver, Colorado from 3/4/2020 to 3/26/2020.

Provided Emergency Protective Measures for purchasing various gloves and goggles from multiple vendors for a total of $600,000.00 at the City and County of Denver, Colorado from 3/4/2020 to 3/26/2020.

Provided Emergency Protective Measures for purchasing various janitorial and cleaning supplies from multiple vendors for a total of $2,091,309.00 at the City and County of Denver, Colorado from 3/4/2020 to 3/26/2020.

Provided Emergency Protective Measures for purchasing various other Medical supplies from multiple vendors for a total of $1,437,333.00 at the City and County of Denver, Colorado from 3/4/2020 to 3/26/2020.

Provided Emergency Protective Measures for purchasing 1,500,000 N95 Masks at a unit price of $5.90 EA for a total of $8,850,000.00 at the City and County of Denver, Colorado from 4/16/2020 to 5/4/2020.

Provided Emergency Protective Measures for purchasing 1,500,000 Surgical Masks at a unit price of approximately $1.22 EA for a total of $1,830,214.00 at the City and County of Denver, Colorado from 4/16/2020 to 5/4/2020.

Current Version:

SCOPE OF WORK:

PA-08-CO-4498-PW-00006(0):
377639 Personal Protective Equipment Purchases
Work Completed:

The purpose of this Expedited Version 0 project is for the Emergency Response and Management of Purchase Orders by the Applicant, City and County of Denver, for Personal Protective Equipment (PPE), Medical supplies and equipment costs from 3/4/20 through Ongoing. Project costs are based on the Applicant's purchase orders for the mission tasked equipment expended.

The Federal Cost Share for this version is 75%. All work and costs in this project fall between 3/4/20 and Ongoing.

The Applicant utilized Purchase Orders (Contracts) for the Emergency Response and Management of the COVID-19 Pandemic in the City and County of Denver to:

City and County of Denver, Colorado

A. Purchase 200,000 N95 Masks at a unit price of $1.80 EA for a total of $360,000.00

B. Purchase 100,000 N95 Masks at a unit price of $1.02 EA for a total of $102,000.00

C. Purchase approximately 750,000 surgical masks at a unit price of $1.22 EA for a total of $915,107.00

D. Purchase various gloves and goggles from multiple vendors for a total of $600,000.00

E. Purchase various janitorial and cleaning supplies from multiple vendors for a total of $2,091,309.00

F. Purchase various other Medical supplies and equipment from multiple vendors for a total of $1,437,333.00

Work Completed Total: $5,505,749.00

Work To Be Completed:
The Applicant will utilize Purchase Orders (Contracts) for the Emergency Response and Management of the COVID-19 Pandemic in the City and County of Denver to:

City and County of Denver, Colorado

A. Purchase 1,500,000 N95 Masks at a unit price of $5.90 EA for a total of $8,850,000.00

B. Purchase 1,500,000 Surgical Masks at a unit price of approximately $1.22 EA for a total of $1,830,214.00

Work To Be Completed Total: $10,680,214.00

Total Damage Inventory: $16,185,963.00

The Expedited Project will be funded at 50% of the Project cost.

Version 0 - Expedited Project Cost x 50% Reduction = $16,185,963.00 x 50% = $8,092,981.50.

Project Notes:

1. All costs associated with the Work Completed portion of the project have been validated and all estimates for Work To Be Completed were generated using Applicant-supplied documentation. See attachments labeled: Project 135678 DR-4498-CO City and County of Denver - Expedited COVID-19 - CAT-B Cost Validation and Estimate Summary Sheet-A 04-07-20.xlsx and Project # 135678 DDD-SOW -COST.pdf.

2. For simplicity, we are totaling all costs and using the term "contract" only. Future versions of this grant will be adjusted to account for normal Public Assistance project cost breakdown (i.e., force account labor, equipment, materials, etc.).

3. The Project costs are substantiated by the attached purchase orders.

4. This is an Expedited Project and will be adjusted for actual costs later.

5. Documentation for all work will be required for any future versions of this project.

6. This is an ongoing operation and costs are subject to change.

7. All procurement documents attached have been reviewed. See attachment labeled Project # 135678 DDD - SOW - COST.pdf.

8. FEMA will not approve PA funding that duplicates funding or assistance provided by another federal agency, including the U.S. Department of Health and Human Services or Centers for Disease Control and Prevention. See attachment labeled State.co.us Executive Branch Mail - Denver DOB Affirmation.pdf.

9. FEMA will only reimburse for PPE that is necessary for patient care to prevent and/or spread infection of health care workers as directed by public health officials not to exceed the duration of the HHS public health emergency declaration for COVID-19.

10. Applicant must follow FEMA's Procurement Under Grants Conducted Under Exigent or Emergency Circumstances guidance and include a termination for convenience clause in its contracts.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☑ No	Special Considerations included? ☐ Yes ☑ No
Hazard Mitigation proposal included? ☐ Yes ☑ No	Is there insurance coverage on this facility? ☐ Yes ☑ No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9001	Contract	1/LS	$ 5,505,749.00	$ 5,505,749.00
2	9001	Contract	1/LS	$ -2,752,874.50	$ -2,752,874.50
		Work To Be Completed			
3	9001	Contract	1/LS	$ 10,680,214.00	$ 10,680,214.00
4	9001	Contract	1/LS	$ -5,340,107.00	$ -5,340,107.00
				TOTAL COST	$ 8,092,981.50

PREPARED BY James Leonard	TITLE CRC Lane TFL	SIGNATURE
APPLICANT REP. Devron McMillin	TITLE Risk Manager	SIGNATURE

DENVER (COUNTY) : PA-08-CO-4498-PW-00006

Conditions Information

Review Name	Condition Type	Condition Name	Description	Monitored	Status
Insurance Review	Conditions (Grant Specific)	Insurance Conditions	FEMA insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct a facility. No insurance requirements are mandated for Category B emergency work	No	Recommended

DENVER (COUNTY) : PA-08-CO-4498-PW-00006					
Conditions Information					
Initial Review	Program Conditions (Program Specific)	Standard Conditions	RECORD RETENTION/DOCUMENTATION REQUIRED As described in 2 CFR, Part 200 § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions, Part 200.333, (a) – (f), (1), (2). All records relative to this Project Worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs. PROCUREMENT In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326. LARGE PROJECTS The Recipient must submit its certification of the applicant's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work. Project Worksheets written as large projects (costs above the large project threshold) are reimbursed based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs. FEMA-STATE AGREEMENT REQUIRED The terms of the FEMA-State Agreement are incorporated by reference into this project award under the Public Assistance grant and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Policy and Program Guide; and other FEMA policy and guidance. DHS STANDARD TERMS AND CONDITIONS REQUIRED The DHS Standard Terms and Conditions in effect as of the date of the declaration of this major disaster are incorporated by reference into this project award under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS REQUIRED The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at 2 C.F.R. pt. 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. pt. 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110. CHANGES IN SCOPE OF WORK REQUIRED The applicant must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the applicant commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.	No	Recommended

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
6	OLA Review	BROMLEY-WENGER STACY	04-21-2020 07:23 PM GMT	DHS Section 507 Waiver
5	OLA Review	BROMLEY-WENGER STACY	04-20-2020 05:39 PM GMT	Expedited COVID-19 Project
4	OLA Review	BROMLEY-WENGER STACY	04-20-2020 05:38 PM GMT	Expedited COVID-19 Project
3	OLA Review	NARINE SEEMA	04-20-2020 04:17 PM GMT	Expedited COVID-19 Project
2	Final Review	HELLAND KEVIN	04-17-2020 08:59 PM GMT	Verified by DIU that the CRC Net Cost in GM is equal to the Total Project Cost in EMMIE and Cost Share matches in both systems. RK/DIU 4/17/20
1	Insurance Review	KASZAK RICHARD	04-17-2020 07:56 PM GMT	FEMA cannot provide assistance for disaster related losses that duplicates benefits available to an applicant from another source, including insurance. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurance carrier(s). This project has been reviewed for insurance considerations in an effort to ensure there is no duplication of benefits from insurance proceeds. This declaration is specific for the cost associated with the actions taken to protect the public health and safety of the general population from the COVID-19 Pandemic. The cost included on this project are not covered by property insurance as there has been no direct physical loss from a covered peril to any insured location as a result of this event. No commercial property insurance proceeds are anticipated for these costs. FEMA insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct a facility. No insurance requirements are mandated for Category B emergency work. D. Siler. Insurance Lane Manager 04/17/2020

EXHIBIT E, PROJECT WORKSHEETS (7)

PA-08-CO-4498-PW-00007(0) P	
Applicant Name:	Application Title:
DENVER (COUNTY)	EXP135793 - Non-Congregate Sheltering, Congregate Shelt
Period of Performance Start:	Period of Performance End:
03-28-2020	09-28-2020

Subgrant Application - Entire Application

Application Title: EXP135793 - Non-Congregate Sheltering, Congregate Shelt
Application Number: PA-08-CO-4498-PW-00007(0)
Application Type: Subgrant Application (PW)

Preparer Information

Prefix	
First Name	James
Middle Initial	
Last Name	Leonard
Title	CRC Lane TFL
Agency/Organization Name	Colorado
Address 1	8000 S Chester St
Address 2	Suite 575
City	Centennial
State	CO
Zip	80112
Phone	303-239-4266
Email	lin.bonesteel@state.co.us
Is the application preparer the Point of Contact?	No

Point of Contact Information

Prefix	
First Name	Devron
Middle Initial	
Last Name	McMillin
Title	Risk Manager
Agency/Organization	Denver (City and County of)
Address 1	201 W. Colfax Avenue
Address 2	
City	Denver
State	CO
ZIP	80202
Phone	720-913-3345
Fax	
Email	Devron.McMillin@Denvergov.org

Alternate Point of Contact Information

Prefix	
First Name	April
Middle Initial	
Last Name	Hansen
Title	Senior Risk Analyst
Agency/Organization	
Address 1	
Address 2	
City	
State	
ZIP	
Phone	720-913-3332
Fax	
Email	April.Hansen@denvergov.org

Project Description

Disaster Number:	4498
Pre-Application Number:	PA-08-CO-4498-RPA-0005
Applicant ID:	031-99031-00
Applicant Name:	DENVER (COUNTY)

Subdivision:	
Project Number:	E135793
Standard Project Number/Title:	299 - Emergency Protective Measures
Please Indicate the Project Type:	Neither Alternate nor Improved
Application Title:	EXP135793 - Non-Congregate Sheltering, Congregate Shelt
Category:	B.PROTECTIVE MEASURES
Percentage Work Completed?	0.0 %
As of Date:	05-07-2020

Comments
Attachments

User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
RICHARD KASZAK	04-20-2020	Additional Information	[135793] Non-Congregate Shelt_EMMIE Package_20200420 1026.zip	[135793] Non-Congregate Shelt_EMMIE Package_20200420 1026.zip	[135793] Non-Congregate Shelt_EMMIE Package_20200420 1026.zip(2.47 Mb)	View

Damage Facilities (Part 1 of 2)

Facility (Site) Number	Facility (Site) Name	Address	County	City	State	ZIP	Previously Damaged?	Action
1	Damage # 377830; Emergency Protective Measures (Non-Congregate Sheltering, Congregate Sheltering, an				CO		No	

Comments
Attachments

Facility (Site) Name:	Damage # 377830; Emergency Protective Measures (Non-Congregate Sheltering, Congregate Sheltering, an
Address 1:	
Address 2:	
County:	
City:	
State:	CO
ZIP:	
Damage Category:	B
Was this facility (site) previously damaged?	No
Percentage Work Completed?	0.00 %
Location:	PA-08-CO-4498-PW-00007(0): Statewide
Damage Description and Dimensions:	PA-08-CO-4498-PW-00007(0): The Disaster #4498DR, which occurred between 1/20/2020 and --, caused: Damage # 377830; Emergency Protective Measures (Non-Congregate Sheltering, Congregate Sheltering, and Support Services) During the incident period of 1/20/2020 through [End Date], COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures. Provided Emergency Protective Measures for establishing non-congregate shelters at hotels or motels for homeless persons who have tested positive for COVID-19, those who have been exposed, and high-risk individuals who have underlying health issues. The Colorado Non-Congregate Sheltering Statewide Plan was approved on April 9, 2020. This expedited project approves 30 days of the projected 90 day estimate in accordance with the Colorado Non-Congregate Sheltering Statewide Plan approval at jurisdiction wide, approximately from 4/1/2020 to 5/1/2020. Provided Emergency Protective Measures for congregate shelters for homeless persons to assist with de-densifying and social distancing per Colorado Department of Public Health and Environment Public Health Order 20-24 dated March 25, 2020. The National Western Complex will be a 24/7 shelter facility for males experiencing homelessness operating at a 600-person capacity. The Denver Coliseum will be a 24/7 shelter facility for females experiencing homelessness operating at a 300-person capacity at the City and County of Denver, approximately from 3/9/2020 to 6/9/2020. Provided Provision of Supplies and Commodities for Emergency Protective Measures of anticipated construction, medical equipment, and emergency support to both congregate and non-congregate shelters at The City and County of Denver from 3/9/2020 to 6/9/2020.
Scope of Work:	PA-08-CO-4498-PW-00007(0): 377830 Expedited Project for Non-Congregate Sheltering, Congrega Work To Be Completed - Expedited The purpose of this Version 0 is to provide expedited funding to Denver (City and County of) for Non-Congregate, Congregated Sheltering and associated costs. The explicit purpose of this shelter is to save lives and protect the public health and safety by way of treatment, stabilization and monitoring of individuals exposed to or infected with COVID-19.

The Federal Cost Share for this project is 75%. Project costs are from the period of 3/9/2020 through 6/9/2020.

Force Account

Equipment – Medical

F/A Equipment - $850,000.00

Contract

The execution of non-congregate and congregate shelters, temporary facilities, and anticipated construction, medical equipment, and emergency support.

Lease of non-congregate shelters, congregate shelters, and temporary facilities for surge shelter capacity.
Non-congregate shelters at hotels or motels for homeless persons who have tested positive for COVID-19, those who have been exposed, and high-risk individuals who have underlying health issues
Congregate shelters for homeless persons to assist with de-densifying and social distancing per Colorado Department of Public Health and Environment Public Health Order 20-24 dated March 25, 2020.
Additional Construction/Emergency Support
Additional Temporary Staffing
Food Service

Please note of the submitted costs, all costs associated with non-congregate sheltering is limited to 30 days, per FEMA Regional Administrator approval letter. This period is projected from April 1, 2020 through May 1, 2020.

Costs associated with congregate sheltering is submitted for a 90-day period of March 9, 2020 through June 9, 2020 and is included in this project.

Contract - $26,450,499.98

Work To Be Completed Cost: $27,300,499.98

Expedited project will be funded at 50% of the project cost.

Version 0 - Expedited Project Cost x 50% Reduction = $27,300,499.98 x 50% = $13,650,249.99

Project Notes:

1. See attached documents labeled Project 135793 DR-4485-CO Expedited Denver (City and County of) (Denver County) COVID-19 - CAT-B Cost Estimate Summary Sheet-A 04-16-20.xlsx and R8 DDD_SOW_COST - DENVER NCS-CON-ALT.docx.

2. For simplicity, we are totaling all costs and using the term "contract" only. Future versions of this grant will be adjusted to account for normal Public Assistance project cost breakdown (i.e., force account labor, equipment, materials, etc.).

3. Project costs were generated using Applicant-supplied documentation. See attachment labeled and R8 DDD_SOW_COST - DENVER NCS-CON-ALT.docx.

4. This is an Expedited Project and will be adjusted for actual costs later. Any submitted claims without specific association between congregate and non-congregate activities must be separated and reconciled for any future version of this project.

5. Documentation for all work will be required for any future version of this project.

6. This is an ongoing operation and costs are subject to change.

7. FEMA will not approve PA funding that duplicates funding or assistance provided by another federal agency, including the U.S. Department of Health and Human Services or Centers for Disease Control and Prevention.

8. FEMA will only reimburse for PPE that is necessary for patient care to prevent and/or spread infection of health care workers as directed by public health officials not to exceed the duration of the HHS public health emergency declaration for COVID-19.

9. Any additional costs for non-congregate sheltering incurred beyond this first 30-day period must be requested by the Applicant and approved by the FEMA Regional Administrator. See attachment labeled: 020_04_09_NCS Approval_FEMA-4498-DR-CO_FINAL_SIGNED.pdf.

Hazard Mitigation Proposal	
* Is effective mitigation feasible on this facility (site)?	No
If you answered **Yes** to the above question, the next question is required	
Will mitigation be performed on this facility (site)?	
If you answered **Yes** to the above question, the next question is required	
Do you wish to attach a Hazard Mitigation Proposal?	
If you answered **Yes** to the above question, the next two questions are required	
Please provide the Scope of Work for the estimate: (maximum 4000 characters)	
Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?	

GIS Coordinates		
Project Location	Latitude	Longitude

Special Considerations

1. Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc)?	No
2. Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland?	No
3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area?	No
4. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use of function)?	No
5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal?	No
6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site?	No
7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland?	No
8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work?	No
9. Are there any other environmental or controversial issues associated with the damaged facility and/or item of work?	No

Attachments

Mitigation section is not applicable for your project category.

Cost Estimate

Is this Project Worksheet for	

(Preferred) Repair

Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
Work To Be Completed									
1	9001	Contract	1	LS	$ 27,300,499.98	CONTRACTUAL	Work To Be Completed	$ 27,300,499.98	
2	9001	Contract	1	LS	$ -13,650,249.99	CONTRACTUAL	Work To Be Completed	$ -13,650,249.99	
							Total Cost :	**$ 13,650,249.99**	

Insurance Adjustments (Deductibles, Proceeds and Settlements) - 5900/5901

Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
							Total Cost :	**$ 0.00**	

Total Cost Estimate: (Preferred Estimate Type + Insurance Adjustments)	**$ 13,650,249.99**

Comments

Attachments

Existing Insurance Information

Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required	Facility (Site) No.

Comments

Attachments

Comments and Attachments

Name of Section	Comment	Attachment
Project Description		[135793] Non-Congregate Shelt_EMMIE Package_20200420 1026.zip (04-20-2020)
Form 90-91		PRJ_Report_135793_20200420.pdf (04-20-2020)

Bundle Reference # (Amendment #)	Date Awarded
PA-08-CO-4498-PW-00007(6)	04-21-2020

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER					PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4498	-	DR	-CO	E135793	031-99031-00	04-17-2020	B
APPLICANT: DENVER (COUNTY)							WORK COMPLETE AS OF: 05-07-2020 : 0 %	
Site 1 of 1								
DAMAGED FACILITY:							COUNTY: Denver	

Damage # 377830; Emergency Protective Measures (Non-Congregate Sheltering, Congregate Sheltering, an

LOCATION:	LATITUDE:	LONGITUDE:
PA-08-CO-4498-PW-00007(0): Statewide Current Version:		

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-08-CO-4498-PW-00007(0):
The Disaster #4498DR, which occurred between 1/20/2020 and --, caused:

Damage # 377830; Emergency Protective Measures (Non-Congregate Sheltering, Congregate Sheltering, and Support Services)

During the incident period of 1/20/2020 through [End Date], COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

Provided Emergency Protective Measures for establishing non-congregate shelters at hotels or motels for homeless persons who have tested positive for COVID-19, those who have been exposed, and high-risk individuals who have underlying health issues. The Colorado Non-Congregate Sheltering Statewide Plan was approved on April 9, 2020. This expedited project approves 30 days of the projected 90 day estimate in accordance with the Colorado Non-Congregate Sheltering Statewide Plan approval at jurisdiction wide, approximately from 4/1/2020 to 5/1/2020.

Provided Emergency Protective Measures for congregate shelters for homeless persons to assist with de-densifying and social distancing per Colorado Department of Public Health and Environment Public Health Order 20-24 dated March 25, 2020. The National Western Complex will be a 24/7 shelter facility for males experiencing homelessness operating at a 600-person capacity. The Denver Coliseum will be a 24/7 shelter facility for females experiencing homelessness operating at a 300-person capacity at the City and County of Denver, approximately from 3/9/2020 to 6/9/2020.

Provided Provision of Supplies and Commodities for Emergency Protective Measures of anticipated construction, medical equipment, and emergency support to both congregate and non-congregate shelters at The City and County of Denver from 3/9/2020 to 6/9/2020.

Current Version:

SCOPE OF WORK:

PA-08-CO-4498-PW-00007(0):
377830 Expedited Project for Non-Congregate Sheltering, Congrega

Work To Be Completed - Expedited

The purpose of this Version 0 is to provide expedited funding to Denver (City and County of) for Non-Congregate, Congregated Sheltering and associated costs. The explicit purpose of this shelter is to save lives and protect the public health and safety by way of treatment, stabilization and monitoring of individuals exposed to or infected with COVID-19.

The Federal Cost Share for this project is 75%. Project costs are from the period of 3/9/2020 through 6/9/2020.

Force Account

Equipment – Medical

F/A Equipment - $850,000.00

Contract

The execution of non-congregate and congregate shelters, temporary facilities, and anticipated construction, medical equipment, and emergency support.

Lease of non-congregate shelters, congregate shelters, and temporary facilities for surge shelter capacity.
Non-congregate shelters at hotels or motels for homeless persons who have tested positive for COVID-19, those who have been exposed, and high-risk individuals who have underlying health issues
Congregate shelters for homeless persons to assist with de-densifying and social distancing per Colorado Department of Public Health and Environment Public Health Order 20-24 dated March 25, 2020.
Additional Construction/Emergency Support
Additional Temporary Staffing
Food Service

Please note of the submitted costs, all costs associated with non-congregate sheltering is limited to 30 days, per FEMA Regional Administrator approval letter. This period is projected from April 1, 2020 through May 1, 2020.

Costs associated with congregate sheltering is submitted for a 90-day period of March 9, 2020 through June 9, 2020 and is included in this project.

Contract - $26,450,499.98

Work To Be Completed Cost: $27,300,499.98

Expedited project will be funded at 50% of the project cost.

Version 0 - Expedited Project Cost x 50% Reduction = $27,300,499.98 x 50% = $13,650,249.99

Project Notes:

1. See attached documents labeled Project 135793 DR-4485-CO Expedited Denver (City and County of) (Denver County) COVID-19 - CAT-B Cost Estimate Summary Sheet-A 04-16-20.xlsx and R8 DDD_SOW_COST - DENVER NCS-CON-ALT.docx.

2. For simplicity, we are totaling all costs and using the term "contract" only. Future versions of this grant will be adjusted to account for normal Public Assistance project cost breakdown (i.e., force account labor, equipment, materials, etc.).

3. Project costs were generated using Applicant-supplied documentation. See attachment labeled and R8 DDD_SOW_COST - DENVER NCS-CON-ALT.docx.

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5. Documentation for all work will be required for any future version of this project.

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7. FEMA will not approve PA funding that duplicates funding or assistance provided by another federal agency, including the U.S. Department of Health and Human Services or Centers for Disease Control and Prevention.

8. FEMA will only reimburse for PPE that is necessary for patient care to prevent and/or spread infection of health care workers as directed by public health officials not to exceed the duration of the HHS public health emergency declaration for COVID-19.

9. Any additional costs for non-congregate sheltering incurred beyond this first 30-day period must be requested by the Applicant and approved by the FEMA Regional Administrator. See attachment labeled: 020_04_09_NCS Approval_FEMA-4498-DR-CO_FINAL_SIGNED.pdf.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☑ No	Special Considerations included? ☐ Yes ☑ No
Hazard Mitigation proposal included? ☐ Yes ☑ No	Is there insurance coverage on this facility? ☐ Yes ☑ No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	9001	Contract	1/LS	$ 27,300,499.98	$ 27,300,499.98
2	9001	Contract	1/LS	$ -13,650,249.99	$ -13,650,249.99
				TOTAL COST	$ 13,650,249.99

PREPARED BY James Leonard	TITLE CRC Lane TFL	SIGNATURE
APPLICANT REP. Devron McMillin	TITLE Risk Manager	SIGNATURE

DENVER (COUNTY) : PA-08-CO-4498-PW-00007					
Conditions Information					
Review Name	**Condition Type**	**Condition Name**	**Description**	**Monitored**	**Status**
Insurance Review	Conditions (Grant Specific)	Insurance	FEMA insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct a facility. No insurance requirements are mandated for Category B emergency work.	No	Recommended
Final Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Approved
Final Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Approved
Final Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Approved
Final Review	Other (EHP)	Executive Order 11988 - Floodplains	Executive Order 11988 - Floodplains Applicant should asses of the type of flood hazards at the site (e.g., flood velocity, flood depth, wave action, etc.), asses practicable opportunities for flood mitigation, and develop a flood evacuation plan/emergency plan.	No	Approved
Final Review	Other (EHP)	Executive Order 11988 - Floodplains	Executive Order 11988 - Floodplains Applicant should asses of the type of flood hazards at the site (e.g., flood velocity, flood depth, wave action, etc.), asses practicable opportunities for flood mitigation, and develop a flood evacuation plan/emergency plan.	No	Approved
Final Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Approved
Final Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Approved
Final Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Approved
Final Review	Other (EHP)	Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Environmental Justice for Low Income and Minority Populations - Executive Order 12898: Ensure accessibility across the full range of clients and/or customers that need to utilize the services being provided by these facilities, including elements of the population with less capacity or mobility.	No	Approved
Final Review	Program Conditions (Program Specific)	Standard Conditions	RECORD RETENTION/DOCUMENTATION REQUIRED As described in 2 CFR, Part 200 § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions, Part 200.333, (a) – (f), (1), (2). All records relative to this Project Worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs. PROCUREMENT In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326. LARGE PROJECTS The Recipient must submit its certification of the applicant's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work. Project Worksheets written as large projects (costs above the large project threshold) are reimbursed based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs. FEMA-STATE AGREEMENT REQUIRED The terms of the FEMA-State Agreement are incorporated by reference into this project award under the Public Assistance grant and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Policy and Program Guide; and other FEMA policy and guidance. DHS STANDARD TERMS AND CONDITIONS REQUIRED The DHS Standard Terms and Conditions in effect as of the date of the declaration of this major disaster are incorporated by reference into this project award under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS REQUIRED The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at 2 C.F.R. pt. 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. pt. 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110. CHANGES IN SCOPE OF WORK REQUIRED The applicant must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the applicant commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.	No	Approved

DENVER (COUNTY) : PA-08-CO-4498-PW-00007					
Conditions Information					
Final Review	Other (EHP)	Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Environmental Justice for Low Income and Minority Populations - Executive Order 12898: Ensure accessibility across the full range of clients and/or customers that need to utilize the services being provided by these facilities, including elements of the population with less capacity or mobility.	No	Approved
EHP Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Recommended
EHP Review	Other (EHP)	Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Environmental Justice for Low Income and Minority Populations - Executive Order 12898: Ensure accessibility across the full range of clients and/or customers that need to utilize the services being provided by these facilities, including elements of the population with less capacity or mobility.	No	Recommended
EHP Review	Other (EHP)	Executive Order 11988 - Floodplains	Executive Order 11988 - Floodplains Applicant should asses of the type of flood hazards at the site (e.g., flood velocity, flood depth, wave action, etc.), asses practicable opportunities for flood mitigation, and develop a flood evacuation plan/emergency plan.	No	Recommended
Initial Review	Program Conditions (Program Specific)	Standard Conditions	RECORD RETENTION/DOCUMENTATION REQUIRED As described in 2 CFR, Part 200 § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions, Part 200.333, (a) – (f), (1), (2). All records relative to this Project Worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs. PROCUREMENT In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326. LARGE PROJECTS The Recipient must submit its certification of the applicant's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work. Project Worksheets written as large projects (costs above the large project threshold) are reimbursed based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs. FEMA-STATE AGREEMENT REQUIRED The terms of the FEMA-State Agreement are incorporated by reference into this project award under the Public Assistance grant and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Policy and Program Guide; and other FEMA policy and guidance. DHS STANDARD TERMS AND CONDITIONS REQUIRED The DHS Standard Terms and Conditions in effect as of the date of the declaration of this major disaster are incorporated by reference into this project award under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS REQUIRED The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at 2 C.F.R. pt. 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. pt. 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110. CHANGES IN SCOPE OF WORK REQUIRED The applicant must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the applicant commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.	No	Recommended

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
13	OLA Review	BROMLEY-WENGER STACY	04-21-2020 07:23 PM GMT	DHS Section 507 Waiver
12	OLA Review	BROMLEY-WENGER STACY	04-20-2020 06:39 PM GMT	Expedited COVID-19 Project
11	OLA Review	BROMLEY-WENGER STACY	04-20-2020 06:39 PM GMT	Expedited COVID-19 Project
10	OLA Review	NARINE SEEMA	04-20-2020 06:13 PM GMT	Expedited COVID-19 Project
9	Final Review	PHILLIPS LEIGH ANDREA	04-20-2020 03:35 PM GMT	Verified by DIU that the CRC Net Cost in GM is equal to the Total Project Cost in EMMIE and Cost Share matches in both systems. RK/DIU 4/20/20
8	Final Review	KASZAK RICHARD	04-20-2020 03:33 PM GMT	Edited DDD and SOW to adjust dates of service.
7	Final Review	KASZAK RICHARD	04-20-2020 03:08 PM GMT	Edited DDD and SOW to adjust dates of service.

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
6	Insurance Review	REAKA AMANDA	04-20-2020 02:51 PM GMT	4/17/2020: FEMA cannot provide assistance for disaster related losses that duplicates benefits available to an applicant from another source, including insurance. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurance carrier(s). This project has been reviewed for insurance considerations in an effort to ensure there is no duplication of benefits from insurance proceeds. The Emergency Declaration is specifically for the cost associated with the actions taken to protect the public health and safety of the general population from the COVID-19 Pandemic. The emergency items included on this project are not covered by insurance as there has been no direct physical loss from a covered peril to any insured location as a result of this event. No insurance proceeds are anticipated for these costs. FEMA insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct a facility. No insurance requirements are mandated for Category B emergency work. - Patrick Barker - Insurance Specialist - CRC Central
5	Final Review	REAKA AMANDA	04-20-2020 02:49 PM GMT	Edited DDD and SOW to adjust dates of service.
4	EHP Review	BELLO CHARLES	04-19-2020 08:34 PM GMT	Applicant: Denver County (GM-135793). Damage # 377830; Emergency Protective Measures ((Non-Congregate Sheltering, Congregate Sheltering, and Support Services), Category B, 0% completed. During the incident period of 1/20/2020 through [End Date], COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures. Provided Emergency Protective Measures for establishing a non-congregate shelters at hotels or motels for homeless persons who have tested positive for COVID-19, those who have been exposed, and high-risk individuals who have underlying health issues. The Colorado Non-Sheltering Statewide Plan was approved on April 9, 2020. at City and County of Denver from 4/7/2020 to 5/7/2020. Provided Emergency Protective Measures for congregate shelters for homeless persons to assist with de-densifying and social distancing per Colorado Department of Public Health and Environment Public Health Order 20-24 dated March 25, 2020. The National Western Complex will be a 24/7 shelter facility for males experiencing homelessness operating at a 600-person capacity. The Denver Coliseum will be a 24/7 shelter facility for females experiencing homelessness operating at a 300-person capacity at The City and County of Denver from 4/7/2020 to 5/7/2020. Total Cost: $ 8,163,114.33. STATEX comment: The statutory exclusion from NEPA in Section 316 of the Stafford Act applies to emergency protective measures under Sections 403 and 502 undertaken in response to COVID19 including the construction of temporary medical and sheltering facilities and repurposing, renovating, or re-using existing facilities as temporary medical and sheltering facilities. - cbello - 04/17/2020 21:15:01 GMT reworked to EHP on 04-19-2020 - Edited DDD and SOW to adjust dates of service. No new EHP implications. - cbello - 04/19/2020 20:33:30 GMT Per review of USFWS National Wetlands Inventory data, project is neither located in nor will it affect mapped wetlands. - cbello - 04/17/2020 21:16:08 GMT Ensure accessibility across the full range of clients and/or customers that need to utilize the services being provided by these facilities, including elements of the population with less capacity or mobility. - cbello - 04/17/2020 21:16:39 GMT The project as described is not a type of activity that may affect ESA-listed species and/or critical habitat. - cbello - 04/17/2020 21:17:59 GMT Project does not have potential to take migratory birds. - cbello - 04/17/2020 21:19:46 GMT : Per 44 CFR part 9.5(c)FEMA complies with the spirit of Executive Order 11988, Floodplain Management to the extent practicable. Project is exempt from floodplain management review. - cbello - 04/17/2020 21:15:44 GMT This action will be or was undertaken as immediate rescue and salvage operations conducted to preserve life and property and in accordance with 36 CFR § 800.12(d) is exempt from the provisions of Section 106. FEMA has determined that the SOW will have limited or no potential to affect historic properties and FEMA has no further Section 106 responsibilities with regards to them pursuant to 36 CFR §800.3(a)(1). - cbello - 04/17/2020 21:17:34 GMT

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
3	Final Review	THOMAS ARSANY	04-19-2020 03:04 PM GMT	Edited DDD and SOW to adjust dates of service.
2	Insurance Review	BURLESON TERRI	04-17-2020 11:26 PM GMT	4/17/2020: FEMA cannot provide assistance for disaster related losses that duplicates benefits available to an applicant from another source, including insurance. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurance carrier(s). This project has been reviewed for insurance considerations in an effort to ensure there is no duplication of benefits from insurance proceeds. The Emergency Declaration is specifically for the cost associated with the actions taken to protect the public health and safety of the general population from the COVID-19 Pandemic. The emergency items included on this project are not covered by insurance as there has been no direct physical loss from a covered peril to any insured location as a result of this event. No insurance proceeds are anticipated for these costs. FEMA insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct a facility. No insurance requirements are mandated for Category B emergency work.
1	EHP Review	BELLO CHARLES	04-17-2020 09:25 PM GMT	Applicant: Denver County (GM-135793). Damage # 377830; Emergency Protective Measures ((Non-Congregate Sheltering, Congregate Sheltering, and Support Services), Category B, 0% completed. During the incident period of 1/20/2020 through [End Date], COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures. Provided Emergency Protective Measures for establishing a non-congregate shelters at hotels or motels for homeless persons who have tested positive for COVID-19, those who have been exposed, and high-risk individuals who have underlying health issues. The Colorado Non-Sheltering Statewide Plan was approved on April 9, 2020. at City and County of Denver from 4/7/2020 to 5/7/2020. Provided Emergency Protective Measures for congregate shelters for homeless persons to assist with de-densifying and social distancing per Colorado Department of Public Health and Environment Public Health Order 20-24 dated March 25, 2020. The National Western Complex will be a 24/7 shelter facility for males experiencing homelessness operating at a 600-person capacity. The Denver Coliseum will be a 24/7 shelter facility for females experiencing homelessness operating at a 300-person capacity at The City and County of Denver from 4/7/2020 to 5/7/2020. Total Cost: $ 8,163,114.33. STATEX comment: The statutory exclusion from NEPA in Section 316 of the Stafford Act applies to emergency protective measures under Sections 403 and 502 undertaken in response to COVID19 including the construction of temporary medical and sheltering facilities and repurposing, renovating, or re-using existing facilities as temporary medical and sheltering facilities. - cbello - 04/17/2020 21:15:01 GMT Per review of USFWS National Wetlands Inventory data, project is neither located in nor will it affect mapped wetlands. - cbello - 04/17/2020 21:16:08 GMT Ensure accessibility across the full range of clients and/or customers that need to utilize the services being provided by these facilities, including elements of the population with less capacity or mobility. - cbello - 04/17/2020 21:16:39 GMT The project as described is not a type of activity that may affect ESA-listed species and/or critical habitat. - cbello - 04/17/2020 21:17:59 GMT Project does not have potential to take migratory birds. - cbello - 04/17/2020 21:19:46 GMT : Per 44 CFR part 9.5(c)FEMA complies with the spirit of Executive Order 11988, Floodplain Management to the extent practicable. Project is exempt from floodplain management review. - cbello - 04/17/2020 21:15:44 GMT This action will be or was undertaken as immediate rescue and salvage operations conducted to preserve life and property and in accordance with 36 CFR § 800.12(d) is exempt from the provisions of Section 106. FEMA has determined that the SOW will have limited or no potential to affect historic properties and FEMA has no further Section 106 responsibilities with regards to them pursuant to 36 CFR §800.3(a)(1). - cbello - 04/17/2020 21:17:34 GMT

EXHIBIT E, PROJECT WORKSHEETS (8)

PA-08-CO-4498-PW-00008(0) P	
Applicant Name:	Application Title:
DENVER (COUNTY)	EXP135787 - COVID-19 Emergency Operation Center Expense
Period of Performance Start:	Period of Performance End:
03-28-2020	09-28-2020

Subgrant Application - Entire Application

Application Title: EXP135787 - COVID-19 Emergency Operation Center Expense
Application Number: PA-08-CO-4498-PW-00008(0)
Application Type: Subgrant Application (PW)

Preparer Information

Prefix	
First Name	LEIGH ANDREA
Middle Initial	H
Last Name	PHILLIPS
Title	
Agency/Organization Name	Colorado
Address 1	8000 S Chester St
Address 2	Suite 575
City	Centennial
State	CO
Zip	80112
Phone	303-239-4266
Email	lin.bonesteel@state.co.us
Is the application preparer the Point of Contact?	No

Point of Contact Information

Prefix	
First Name	Devron
Middle Initial	
Last Name	McMillin
Title	Risk Manager
Agency/Organization	Denver (City and County of)
Address 1	201 W. Colfax Avenue
Address 2	
City	Denver
State	CO
ZIP	80202
Phone	720-913-3345
Fax	
Email	Devron.McMillin@Denvergov.org

Alternate Point of Contact Information

Prefix	
First Name	April
Middle Initial	
Last Name	Hansen
Title	Senior Risk Analyst
Agency/Organization	
Address 1	
Address 2	
City	
State	
ZIP	
Phone	720-913-3332
Fax	
Email	April.Hansen@denvergov.org

Project Description

Disaster Number:	4498
Pre-Application Number:	PA-08-CO-4498-RPA-0005
Applicant ID:	031-99031-00

Applicant Name:	DENVER (COUNTY)
Subdivision:	
Project Number:	E135787
Standard Project Number/Title:	299 - Emergency Protective Measures
Please Indicate the Project Type:	Neither Alternate nor Improved
Application Title:	EXP135787 - COVID-19 Emergency Operation Center Expense
Category:	B.PROTECTIVE MEASURES
Percentage Work Completed?	100.0 %
As of Date:	05-31-2020

Comments

Entire title would not fit in space provided; COVID-19 Emergency Operation Center Expenses

Attachments

User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
AMANDA REAKA	04-17-2020	Additional Information	[135787] COVID-19 Emergency O_EMMIE Package_20200417 1505	[135787] COVID-19 Emergency O_EMMIE Package_20200417 1505	[135787] COVID-19 Emergency O_EMMIE Package_20200417 1505.zip(18.81 Mb)	View

Damage Facilities (Part 1 of 2)

Facility (Site) Number	Facility (Site) Name	Address	County	City	State	ZIP	Previously Damaged?	Action
1	Damage # 377700; Emergency Protective Measures (Emergency Operation Center - Response Expenses)				CO		No	

Comments

Attachments

Facility (Site) Name:	Damage # 377700; Emergency Protective Measures (Emergency Operation Center - Response Expenses)
Address 1:	
Address 2:	
County:	
City:	
State:	CO
ZIP:	
Damage Category:	B
Was this facility (site) previously damaged?	No
Percentage Work Completed?	100.00 %
Location:	PA-08-CO-4498-PW-00008(0): 1437 Bannock St., Rm 3, Denver, CO 80282
Damage Description and Dimensions:	PA-08-CO-4498-PW-00008(0): The Disaster #4498DR, which occurred between 1/20/2020 and --, caused: Damage # 377700; Emergency Protective Measures (Emergency Operation Center - Response Expenses) During the incident period of 1/20/2020 through [End Date], COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures. Provided Emergency Operations Center for coordination of emergency response and recovery, management control, and reduction of immediate threats to public health and safety at 1437 Bannock St., Rm 3, Denver, CO 80282 GPS: 39.73924, -104.99103 from 3/1/2020 to 5/31/2020.
Scope of Work:	PA-08-CO-4498-PW-00008(0): 377700 Emergency Operation Center - Response Expenses Work to be Completed – Version 0 - Expedited The purpose of this Version 0 is to provide expedited funding to the City and County of Denver for performing Emergency Protective Measures at the Emergency Operations Center in response to the DR-4498-CO COVID-19 event. Cost share for this project is 75%. Work for this version is projected between 3/01/2020 and 5/31/2020. The Applicant will utilize force account labor overtime, materials, and contracts to: Provide Emergency Operations Center coordination of emergency response and recovery, management control, and reduction of immediate threats to public health and safety at 1437 Bannock St, Rm 3, Denver, CO 80202. GPS: 39.73924, -104.99103 Work to be Completed Totals Force Account Labor Overtime – Approx. one month staff OT at $100,000 x 3 months = $300,000.00 Equipment – One month equipment costs at $2,672.50 x 3 months = $8,017.50 Materials – One month materials costs at $119,480.92 x 3 months = $358,442.76

Contracts = $3,129,396.00

Contract staffing for 3 months = $2,100,000.00

Security at city facilities for 3 months = $900,000.00

Media services to distribute COVID-19 info for 3 months = $129,396.00

Work to be Completed Total: $3,795,856.26 (*see Project Note 1)

Expedited project will be funded at 50% of the project cost.

Version 0 Expedited Project Cost x 50% Reduction: $1,897,928.13

Project Notes:

1. For simplicity, we are totaling all costs and using the term "contract" only. Future versions of this grant will be adjusted to account for normal Public Assistance project cost breakdown (i.e., force account labor, equipment, materials, etc.). See attachment labeled 135787 Denver Validation Summary.xlsx.

2. This is an Expedited Project and will be adjusted for actual costs at a later time.

3. Documentation for all work will be required for any future versions of this project.

4. This is an ongoing operation and costs are subject to change.

5. Contracts must include a termination for convenience clause.

6. FEMA will not approve PA funding that duplicates funding or assistance provided by another federal agency, including the U.S. Department of Health and Human Services or Centers for Disease Control and Prevention. See attachment State.co.us Executive Branch Mail – Denver DOB Affirmation.pdf.

7. FEMA will only reimburse for PPE that is necessary for patient care to prevent and/or spread infection of health care workers as directed by public health officials not to exceed the duration of the HHS public health emergency declaration for COVID-19.

8. In most cases, FEMA can only reimburse for PPE that is distributed to State and locally owned/operated medical facilities. If the applicant provides supplies for entities that are not eligible to receive such assistance provided by FEMA they must seek reimbursement directly from those entities.

Hazard Mitigation Proposal	
* Is effective mitigation feasible on this facility (site)?	No
If you answered **Yes** to the above question, the next question is required	
Will mitigation be performed on this facility (site)?	
If you answered **Yes** to the above question, the next question is required	
Do you wish to attach a Hazard Mitigation Proposal?	
If you answered **Yes** to the above question, the next two questions are required	
Please provide the Scope of Work for the estimate: (maximum 4000 characters)	
Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?	

GIS Coordinates

Project Location	Latitude	Longitude
1437 Bannock St., Rm 3, Denver, CO 80282	39.73924	-104.99103

Special Considerations

1. Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc)?	No
2. Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland?	No
3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area?	No
4. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use of function)?	No
5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal?	No
6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site?	No
7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland?	No
8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work?	No
9. Are there any other environmental or controversial issues associated with the damaged facility and/or item of work?	No

Attachments

Mitigation section is not applicable for your project category.

Cost Estimate

Is this Project Worksheet for	
(Preferred) Repair	

Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
Work To Be Completed									
1	9001	Contract	1	LS	$ 3,795,856.26	CONTRACTUAL	Work To Be Completed	$ 3,795,856.26	
2	9001	Contract	1	LS	$ -1,897,928.13	CONTRACTUAL	Work To Be Completed	$ -1,897,928.13	
							Total Cost :	$ 1,897,928.13	

Insurance Adjustments (Deductibles, Proceeds and Settlements) - 5900/5901									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
							Total Cost :	$ 0.00	

Total Cost Estimate: (Preferred Estimate Type + Insurance Adjustments)	**$ 1,897,928.13**

Comments
Attachments

Existing Insurance Information

Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required	Facility (Site) No.

Comments
Attachments

Comments and Attachments

Name of Section	Comment	Attachment
Project Description	Entire title would not fit in space provided; COVID-19 Emergency Operation Center Expenses	[135787] COVID-19 Emergency O_EMMIE Package_20200417 1505.zip (04-17-2020)
Form 90-91		PRJ_Report_135787_20200417.pdf (04-17-2020)

Bundle Reference # (Amendment #)	Date Awarded
PA-08-CO-4498-PW-00008(7)	04-21-2020

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER					PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4498	-	DR	-CO	E135787	031-99031-00	04-17-2020	B

APPLICANT: DENVER (COUNTY)

WORK COMPLETE AS OF: 05-31-2020 : 100 %

Site 1 of 1

DAMAGED FACILITY:

Damage # 377700; Emergency Protective Measures (Emergency Operation Center - Response Expenses)

COUNTY: Denver

LOCATION:

PA-08-CO-4498-PW-00008(0):
1437 Bannock St., Rm 3, Denver, CO 80282

Current Version:

LATITUDE: 39.73924

LONGITUDE: -104.99103

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-08-CO-4498-PW-00008(0):
The Disaster #4498DR, which occurred between 1/20/2020 and --, caused:

Damage # 377700; Emergency Protective Measures (Emergency Operation Center - Response Expenses)

During the incident period of 1/20/2020 through [End Date], COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

Provided Emergency Operations Center for coordination of emergency response and recovery, management control, and reduction of immediate threats to public health and safety at 1437 Bannock St., Rm 3, Denver, CO 80282 GPS: 39.73924, -104.99103 from 3/1/2020 to 5/31/2020.

Current Version:

SCOPE OF WORK:

PA-08-CO-4498-PW-00008(0):
377700 Emergency Operation Center - Response Expenses

Work to be Completed – Version 0 - Expedited

The purpose of this Version 0 is to provide expedited funding to the City and County of Denver for performing Emergency Protective Measures at the Emergency Operations Center in response to the DR-4498-CO COVID-19 event.

Cost share for this project is 75%. Work for this version is projected between 3/01/2020 and 5/31/2020.

The Applicant will utilize force account labor overtime, materials, and contracts to:

Provide Emergency Operations Center coordination of emergency response and recovery, management control, and reduction of immediate threats to public health and safety at 1437 Bannock St, Rm 3, Denver, CO 80202. GPS: 39.73924, -104.99103

Work to be Completed Totals

Force Account Labor Overtime – Approx. one month staff OT at $100,000 x 3 months = $300,000.00

Equipment – One month equipment costs at $2,672.50 x 3 months = $8,017.50

Materials – One month materials costs at $119,480.92 x 3 months = $358,442.76

Contracts = $3,129,396.00

Contract staffing for 3 months = $2,100,000.00

Security at city facilities for 3 months = $900,000.00

Media services to distribute COVID-19 info for 3 months = $129,396.00

Work to be Completed Total: $3,795,856.26 (*see Project Note 1)

Expedited project will be funded at 50% of the project cost.

Version 0 Expedited Project Cost x 50% Reduction: $1,897,928.13

Project Notes:

1. For simplicity, we are totaling all costs and using the term "contract" only. Future versions of this grant will be adjusted to account for normal Public Assistance project cost breakdown (i.e., force account labor, equipment, materials, etc.). See attachment labeled 135787 Denver Validation Summary.xlsx.

2. This is an Expedited Project and will be adjusted for actual costs at a later time.

3. Documentation for all work will be required for any future versions of this project.

4. This is an ongoing operation and costs are subject to change.

5. Contracts must include a termination for convenience clause.

6. FEMA will not approve PA funding that duplicates funding or assistance provided by another federal agency, including the U.S. Department of Health and Human Services or Centers for Disease Control and Prevention. See attachment State.co.us Executive Branch Mail – Denver DOB Affirmation.pdf.

7. FEMA will only reimburse for PPE that is necessary for patient care to prevent and/or spread infection of health care workers as directed by public health officials not to exceed the duration of the HHS public health emergency declaration for COVID-19.

8. In most cases, FEMA can only reimburse for PPE that is distributed to State and locally owned/operated medical facilities. If the applicant provides supplies for entities that are not eligible to receive such assistance provided by FEMA they must seek reimbursement directly from those entities.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☑ No	Special Considerations included? ☐ Yes ☑ No
Hazard Mitigation proposal included? ☐ Yes ☑ No	Is there insurance coverage on this facility? ☐ Yes ☑ No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	9001	Contract	1/LS	$ 3,795,856.26	$ 3,795,856.26
2	9001	Contract	1/LS	$ -1,897,928.13	$ -1,897,928.13
				TOTAL COST	$ 1,897,928.13

PREPARED BY LEIGH ANDREA H PHILLIPS	TITLE	SIGNATURE
APPLICANT REP. Devron McMillin	TITLE Risk Manager	SIGNATURE

DENVER (COUNTY) : PA-08-CO-4498-PW-00008

Conditions Information

Review Name	Condition Type	Condition Name	Description	Monitored	Status
Insurance Review	Conditions (Grant Specific)	Insurance Conditions	FEMA insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct a facility. No insurance requirements are mandated for Category B emergency work.	No	Recommended

DENVER (COUNTY) : PA-08-CO-4498-PW-00008					
Conditions Information					
Initial Review	Program Conditions (Program Specific)	Standard Conditions	RECORD RETENTION/DOCUMENTATION REQUIRED As described in 2 CFR, Part 200 § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions, Part 200.333, (a) – (f), (1), (2). All records relative to this Project Worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs. PROCUREMENT In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326. LARGE PROJECTS The Recipient must submit its certification of the applicant's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work. Project Worksheets written as large projects (costs above the large project threshold) are reimbursed based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs. FEMA-STATE AGREEMENT REQUIRED The terms of the FEMA-State Agreement are incorporated by reference into this project award under the Public Assistance grant and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Policy and Program Guide; and other FEMA policy and guidance. DHS STANDARD TERMS AND CONDITIONS REQUIRED The DHS Standard Terms and Conditions in effect as of the date of the declaration of this major disaster are incorporated by reference into this project award under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS REQUIRED The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at 2 C.F.R. pt. 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. pt. 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110. CHANGES IN SCOPE OF WORK REQUIRED The applicant must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the applicant commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide. Cost Estimate Validation The Subrecipient provided the estimate for this PW. FEMA validated the estimate and found it to be reasonable for the work to be performed.	No	Recommended

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
6	OLA Review	BROMLEY-WENGER STACY	04-18-2020 09:59 PM GMT	DHS Section 507 Waiver
5	OLA Review	BROMLEY-WENGER STACY	04-18-2020 07:14 PM GMT	Expedited COVID-19 Project
4	OLA Review	BROMLEY-WENGER STACY	04-18-2020 07:13 PM GMT	Expedited COVID-19 Project
3	OLA Review	NARINE SEEMA	04-18-2020 06:16 PM GMT	Expedited COVID-19 Project
2	Final Review	PHILLIPS LEIGH ANDREA	04-17-2020 11:59 PM GMT	Verified by DIU that the CRC Net Cost in GM is equal to the Total Project Cost in EMMIE and Cost Share matches in both systems. RK/DIU 4/17/20

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
1	Insurance Review	KASZAK RICHARD	04-17-2020 10:59 PM GMT	4/17/2020: FEMA cannot provide assistance for disaster related losses that duplicates benefits available to an applicant from another source, including insurance. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurance carrier(s). This project has been reviewed for insurance considerations in an effort to ensure there is no duplication of benefits from insurance proceeds. The Emergency Declaration is specifically for the cost associated with the actions taken to protect the public health and safety of the general population from the COVID-19 Pandemic. The emergency items included on this project are not covered by insurance as there has been no direct physical loss from a covered peril to any insured location as a result of this event. No insurance proceeds are anticipated for these costs. FEMA insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct a facility. No insurance requirements are mandated for Category B emergency work. - Patrick Barker - Insurance Specialist - CRC Central

EXHIBIT E, PROJECT WORKSHEETS (9)

PA-08-CO-4498-PW-00009(0) P	
Applicant Name:	Application Title:
DENVER (COUNTY)	EXP135854 - Denver Health COVID Response
Period of Performance Start:	Period of Performance End:
03-28-2020	09-28-2020

Subgrant Application - Entire Application

Application Title: EXP135854 - Denver Health COVID Response
Application Number: PA-08-CO-4498-PW-00009(0)
Application Type: Subgrant Application (PW)

Preparer Information

Prefix	
First Name	James
Middle Initial	
Last Name	Leonard
Title	CRC Lane TFL
Agency/Organization Name	Colorado
Address 1	800 S Chester St.
Address 2	Suite 575
City	Centennial
State	CO
Zip	80112
Phone	303-239-4266
Email	lin.bonesteel@state.co.us
Is the application preparer the Point of Contact?	No

Point of Contact Information

Prefix	
First Name	Devron
Middle Initial	
Last Name	McMillin
Title	Risk Manager
Agency/Organization	Denver (City and County of) (Denver County)
Address 1	201 W. Colfax Avenue
Address 2	
City	Denver
State	CO
ZIP	80202
Phone	720-913-3345
Fax	
Email	Devron.McMillin@Denvergov.org

Alternate Point of Contact Information

Prefix	
First Name	April
Middle Initial	
Last Name	Hansen
Title	Senior Risk Analyst
Agency/Organization	
Address 1	
Address 2	
City	
State	
ZIP	
Phone	720-913-3332
Fax	
Email	April.Hansen@denvergov.org

Project Description

Disaster Number:	4498
Pre-Application Number:	PA-08-CO-4498-RPA-0005
Applicant ID:	031-99031-00
Applicant Name:	DENVER (COUNTY)

Subdivision:	
Project Number:	E135854
Standard Project Number/Title:	299 - Emergency Protective Measures
Please Indicate the Project Type:	Neither Alternate nor Improved
Application Title:	EXP135854 - Denver Health COVID Response
Category:	B.PROTECTIVE MEASURES
Percentage Work Completed?	0.0 %
As of Date:	04-17-2020

Comments
Attachments

User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
RICHARD KASZAK	04-18-2020	Additional Information	[135854] Denver Health COVID _EMMIE Package_20200418 1940.zip	[135854] Denver Health COVID _EMMIE Package_20200418 1940.zip	[135854] Denver Health COVID _EMMIE Package_20200418 1940.zip(1.96 Mb)	View

Damage Facilities (Part 1 of 2)

Facility (Site) Number	Facility (Site) Name	Address	County	City	State	ZIP	Previously Damaged?	Action
1	Damage # 377925; Emergency Protective Measures (Denver Health COVID Response Activities)				CO		No	

Comments
Attachments

Facility (Site) Name:	Damage # 377925; Emergency Protective Measures (Denver Health COVID Response Activities)
Address 1:	
Address 2:	
County:	
City:	
State:	CO
ZIP:	
Damage Category:	B
Was this facility (site) previously damaged?	No
Percentage Work Completed?	0.00 %
Location:	PA-08-CO-4498-PW-00009(0): City and County of Denver Denver Health
Damage Description and Dimensions:	PA-08-CO-4498-PW-00009(0): The Disaster #4498DR, which occurred between 1/20/2020 and --, caused: Damage # 377925; Emergency Protective Measures (Denver Health COVID Response Activities) During the incident period of 1/20/2020 through [End Date], COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures. Provided Provision of Supplies and Commodities for purchasing infrastructure and equipment 70 each Room/Bed Conversions including 50 Ventilators, all ICU accessories and required infrastructure components, 4 each of BioFire for In-House testing of COVID-19 at Denver Health from 3/9/2020 to 6/9/2020. Provided Provision of Supplies and Commodities for purchasing PPE supplies 810,000 each N95 Masks, 1,894,000 each Surgical Masks, 1,450,000 each Gowns, 2,500,000 each Gloves at Denver Health from 3/9/2020 to 6/9/2020. Provided Provision of Supplies and Commodities for purchasing of 120 each Lab supplies (test kits), 1,500 each of Surge Testing, 100 each Viral Media/Swabs, 1,900 each Surge supplies of Viral Media/Swags, 500 each Lab Supplies (Reagent), 1,500 each Surge Lab Supplies (Reagent), 1 ICU Non-Personnel Supply Cost - COVID + beds at Denver Health from 3/9/2020 to 6/9/2020. Provided Emergency Operations Center for Setup of Patient Screening at Clinic and Hospital Access Points - Overtime for a 90 day period, 28 each Vivage: Patient Transfers for expanded Med/Surg Capacity for a 90 day period,, 1 each Vivage - move Oasis Patients for Expanded Med/Surg conversion, 161 staff setup Room/Bed Conversions including IT/Engineering/Biomed, 1 each ICU Personnel Costs - COVID+ Beds (includes OT, Agency) at Denver Health from 3/9/2020 to 6/9/2020. Provided Provision of Supplies and Commodities for Infrastructure and Equipment 4 EA, Aeroclave room decontamination system, Portable Applicator - Hand Spray at Paramedics Division from 3/9/2020 to 6/9/2020. Provided Provision of Supplies and Commodities for purchasing PPE supplies 600,000 each N95 Masks, 375,000 each Surgical Masks, 100,000 Goggles, 250,000 each Gloves, 125,000 each Gowns, 15 each Bleach, 40 each Spray Bottles, 540 each Vital Oxide, 3,000 each Purple Wipes at Paramedics Division from 3/9/2020 to 6/9/2020. Provided Provision of Supplies and Commodities for purchasing of 1 each of Wyse Devices (Cabling, Phones, Licenses), provide 44 staff for Operations Center (OT Only) for a 13 day period, CO 211 Help Line

	(OT Only) for a 13 day period, CO 211 Help Line (Surge OT Only) for a 13 day period at Rocky Mountain Poison and Drug Service (RMPDS) from 3/9/2020 to 6/9/2020. Provided Emergency Operations Center for payroll CO 211 Help Line (OT Only), CO 211 Help Line (Surge OT Only) at Rocky Mountain Poison and Drug Service (RMPDS) from 3/9/2020 to 6/9/2020.
Scope of Work:	PA-08-CO-4498-PW-00009(0): 377925 Denver Health COVID Response Activities Work to be Completed: The applicant will utilize contracts for Emergency Protective Measures as Denver Health purchased personal protective equipment (PPE), COVID-19 testing and lab supplies, and Intensive Care Unit (ICU) surge capacity rooms and beds. Additionally, they stood up patient screening at clinic and hospital access points and contracted the transfer of transitional care patients to Vivage senior living facility in order to expand medical and surge capacity. A. Provide Supplies and Commodities. 1. Purchase 1 LSUM of 70 EA, room/bed conversions at $65,000 EA, 50 EA room/bed conversions ventilators at $35,000 EA and provide additional site location support for Emergency Preparedness, 3 at $650,000 EA and 4 BioFire In-House Testing Kits at $168,000/EA. Total Cost: $8,922,000.00 B. Provide Supplies and Commodities 1. Purchase 810,000 N95 masks at $5.90 EA, 1,894,000 surgical masks at $1.22 EA, 1,450 gowns at $0.48 EA and 2,500,000 gloves at $0.03 EA. Total Cost: $7,857,305.00 C. Provide Supplies and Commodities 1. Purchase 120 Lab Test Kits at $25.00 EA, 1,500 Surge Testing kits at $25.00 EA, 100 Viral Media Swabs at $1.66 EA, 1,900 Surge Lab Viral Media/Swabs at $1.66 EA, 500 Reagent Lab Supplies at $75.00 EA, 1,500 Reagent Surge Lab supplies at $75.00 EA, 1 LS ICU Non-Personnel Supply Costs at $2,843,000 and 1 LS Lab Testing Equipment Supplies at $5,000.00 Total Cost: $20,736,350.00 D. Provide Operation Center for Patient Screening at Clinic and Hospital Access Points. 1. Provide 98 staff for 1,800 hours OT of patient screening testing at $150/Hr, 28 Vivage patient transfer at $200/hr, 1 LS Med Surg Conversion Fee at $170,000.00, 161 staff to setup Room/Bed Conversions including IT/Engineering/Biomed at $2,415.00 and 1 each ICU Personnel Costs - COVID+ Beds (includes OT, Agency) at $6,265,000. Total Cost: $7,597,815.00 E. Provide Supplies and Commodities for Infrastructure and Equipment. 1. Purchase 4 EA, Aeroclave room decontamination system, Portable Applicator - Hand Spray Total Cost: $49,200.00 F. Provide Provision of Supplies and Commodities for purchasing of PPE Supplies. 1. Purchase 600,000 N95 Masks at $5.90/EA, 375,000 Surgical Masks at $1.22/EA, 100,000 Goggles at $1.00/EA, 250,000 Gloves at $0.06/EA, 125,000 Gowns at $3.00/EA, 15 Bleach at $5.00/EA, 40 Spray Bottles at $6.00/EA, 540 Vital Oxide at $50.00 and 3,000 Purple Wipes at $12.00. Total Cost: $4,550,815.00 G. Provide for Emergency Operation Center. 1. Provide 44 operation center staff (OT Only) at $59/hr, Case Investigators (OT Only) at $54/hr and COVID data entry staff (OT Only) at $48/hr. Total Cost: $132,678.00 H. Provide Provision and Supplies and Commodities. 1. Purchase 1 LS of Wyse Devices, Cabling, Phones and Licenses at $350,000.00, 34 staff on CO 211 Help Line (OT Line) at $44/hr $19,110.00, and 42 surge staff on CO 211 Help Line (Surge OT) at $44/hr at $23,888.00 Total Cost: $392,998.00 Work to be Completed Total: $50,239,161.00 The Expedited Project will be funded at 50% of the Project cost. Version 0 - Expedited Project Cost x 50% Reduction = $50,239,161.00 x 50% = $25,119,580.50 Project Notes: 1. All costs associated with the Work To Be Completed were generated using Applicant-supplied documentation. See attachment labeled Denver Health Cost Summary - Region VIII Updated.xlsx 2. This is an Expedited Project and will be adjusted for actual costs later.

3. Documentation for all work will be required for any future versions of this project.

4. This is an ongoing operation and costs are subject to change.

5. FEMA will only reimburse for PPE that is necessary for patient care to prevent and/or spread infection of health care workers as directed by public health officials not to exceed the duration of the HHS public health emergency declaration for COVID-19.

6. Applicant must follow FEMA's Procurement Under Grants Conducted Under Exigent or Emergency Circumstances guidance and include a termination for convenience clause in its contracts.

7. FEMA will not approve PA funding that duplicates funding by another federal agency, including the U.S. Department of Health and Human Services or Centers for Disease Control and Prevention.

Hazard Mitigation Proposal	
* Is effective mitigation feasible on this facility (site)?	No
If you answered **Yes** to the above question, the next question is required	
Will mitigation be performed on this facility (site)?	
If you answered **Yes** to the above question, the next question is required	
Do you wish to attach a Hazard Mitigation Proposal?	
If you answered **Yes** to the above question, the next two questions are required	
Please provide the Scope of Work for the estimate: (maximum 4000 characters)	
Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?	

GIS Coordinates		
Project Location	Latitude	Longitude

Special Considerations

1. Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc)?	No
2. Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland?	No
3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area?	No
4. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use of function)?	No
5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal?	No
6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site?	No
7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland?	No
8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work?	No
9. Are there any other environmental or controversial issues associated with the damaged facility and/or item of work?	No

Attachments

Mitigation section is not applicable for your project category.

Cost Estimate

Is this Project Worksheet for	

(Preferred) Repair

Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
				***** Version 0 *****					
				Work To Be Completed					
1	9001	Contract	1	LS	$ -25,119,580.50	CONTRACTUAL	Work To Be Completed	$ -25,119,580.50	
2	9001	Contract	1	LS	$ 50,239,161.00	CONTRACTUAL	Work To Be Completed	$ 50,239,161.00	
							Total Cost :	**$ 25,119,580.50**	

Insurance Adjustments (Deductibles, Proceeds and Settlements) - 5900/5901

Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
							Total Cost :	**$ 0.00**	

Total Cost Estimate: (Preferred Estimate Type + Insurance Adjustments)	**$ 25,119,580.50**

Comments

Attachments

Existing Insurance Information

Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required	Facility (Site) No.

Comments
Attachments

Comments and Attachments

Name of Section	Comment	Attachment
Project Description		[135854] Denver Health COVID _EMMIE Package_20200418 1940.zip (04-18-2020)
Form 90-91		PRJ_Report_135854_20200420.pdf (04-20-2020)

Bundle Reference # (Amendment #)	Date Awarded
PA-08-CO-4498-PW-00009(8)	04-21-2020

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER					PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4498	-	DR	-CO	E135854	031-99031-00	04-17-2020	B

APPLICANT: DENVER (COUNTY)

WORK COMPLETE AS OF:
04-17-2020 : 0 %

Site 1 of 1

DAMAGED FACILITY:

Damage # 377925; Emergency Protective Measures (Denver Health COVID Response Activities)

COUNTY: Denver

LOCATION:

PA-08-CO-4498-PW-00009(0):
City and County of Denver
Denver Health

Current Version:

LATITUDE:

LONGITUDE:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-08-CO-4498-PW-00009(0):
The Disaster #4498DR, which occurred between 1/20/2020 and --, caused:

Damage # 377925; Emergency Protective Measures (Denver Health COVID Response Activities)

During the incident period of 1/20/2020 through [End Date], COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

Provided Provision of Supplies and Commodities for purchasing infrastructure and equipment 70 each Room/Bed Conversions including 50 Ventilators, all ICU accessories and required infrastructure components, 4 each of BioFire for In-House testing of COVID-19 at Denver Health from 3/9/2020 to 6/9/2020.

Provided Provision of Supplies and Commodities for purchasing PPE supplies 810,000 each N95 Masks, 1,894,000 each Surgical Masks, 1,450,000 each Gowns, 2,500,000 each Gloves at Denver Health from 3/9/2020 to 6/9/2020.

Provided Provision of Supplies and Commodities for purchasing of 120 each Lab supplies (test kits), 1,500 each of Surge Testing, 100 each Viral Media/Swabs, 1,900 each Surge supplies of Viral Media/Swags, 500 each Lab Supplies (Reagent), 1,500 each Surge Lab Supplies (Reagent), 1 ICU Non-Personnel Supply Cost - COVID + beds at Denver Health from 3/9/2020 to 6/9/2020.

Provided Emergency Operations Center for Setup of Patient Screening at Clinic and Hospital Access Points - Overtime for a 90 day period, 28 each Vivage: Patient Transfers for expanded Med/Surg Capacity for a 90 day period,, 1 each Vivage - move Oasis Patients for Expanded Med/Surg conversion, 161 staff setup Room/Bed Conversions including IT/Engineering/Biomed, 1 each ICU Personnel Costs - COVID+ Beds (includes OT, Agency) at Denver Health from 3/9/2020 to 6/9/2020.

Provided Provision of Supplies and Commodities for Infrastructure and Equipment 4 EA, Aeroclave room decontamination system, Portable Applicator - Hand Spray at Paramedics Division from 3/9/2020 to 6/9/2020.

Provided Provision of Supplies and Commodities for purchasing PPE supplies 600,000 each N95 Masks, 375,000 each Surgical Masks, 100,000 Goggles, 250,000 each Gloves, 125,000 each Gowns, 15 each Bleach, 40 each Spray Bottles, 540 each Vital Oxide, 3,000 each Purple Wipes at Paramedics Division from 3/9/2020 to 6/9/2020.

Provided Provision of Supplies and Commodities for purchasing of 1 each of Wyse Devices (Cabling, Phones, Licenses), provide 44 staff for Operations Center (OT Only) for a 13 day period, CO 211 Help Line (OT Only) for a 13 day period, CO 211 Help Line (Surge OT Only) for a 13 day period at Rocky Mountain Poison and Drug Service (RMPDS) from 3/9/2020 to 6/9/2020.

Provided Emergency Operations Center for payroll CO 211 Help Line (OT Only), CO 211 Help Line (Surge OT Only) at Rocky Mountain Poison and Drug Service (RMPDS) from 3/9/2020 to 6/9/2020.

Current Version:

SCOPE OF WORK:

PA-08-CO-4498-PW-00009(0):
377925 Denver Health COVID Response Activities

Work to be Completed:

The applicant will utilize contracts for Emergency Protective Measures as Denver Health purchased personal protective equipment (PPE), COVID-19 testing and lab supplies, and Intensive Care Unit (ICU) surge capacity rooms and beds. Additionally, they stood up patient screening at clinic and hospital access points and contracted the transfer of transitional care patients to Vivage senior living facility in order to expand medical and surge capacity.

A. Provide Supplies and Commodities.

1. Purchase 1 LSUM of 70 EA, room/bed conversions at $65,000 EA, 50 EA room/bed conversions ventilators at $35,000 EA and provide additional site location support for Emergency Preparedness, 3 at $650,000 EA and 4 BioFire In-House Testing Kits at $168,000/EA.

Total Cost: $8,922,000.00

B. Provide Supplies and Commodities

1. Purchase 810,000 N95 masks at $5.90 EA, 1,894,000 surgical masks at $1.22 EA, 1,450 gowns at $0.48 EA and 2,500,000 gloves at $0.03 EA.

Total Cost: $7,857,305.00

C. Provide Supplies and Commodities

1. Purchase 120 Lab Test Kits at $25.00 EA, 1,500 Surge Testing kits at $25.00 EA, 100 Viral Media Swabs at $1.66 EA, 1,900 Surge Lab Viral Media/Swabs at $1.66 EA, 500 Reagent Lab Supplies at $75.00 EA, 1,500 Reagent Surge Lab supplies at $75.00 EA, 1 LS ICU Non-Personnel Supply Costs at $2,843,000 and 1 LS Lab Testing Equipment Supplies at $5,000.00

Total Cost: $20,736,350.00

D. Provide Operation Center for Patient Screening at Clinic and Hospital Access Points.

1. Provide 98 staff for 1,800 hours OT of patient screening testing at $150/Hr, 28 Vivage patient transfer at $200/hr, 1 LS Med Surg Conversion Fee at $170,000.00, 161 staff to setup Room/Bed Conversions including IT/Engineering/Biomed at $2,415.00 and 1 each ICU Personnel Costs - COVID+ Beds (includes OT, Agency) at $6,265,000.

Total Cost: $7,597,815.00

E. Provide Supplies and Commodities for Infrastructure and Equipment.

1. Purchase 4 EA, Aeroclave room decontamination system, Portable Applicator - Hand Spray

Total Cost: $49,200.00

F. Provide Provision of Supplies and Commodities for purchasing of PPE Supplies.

1. Purchase 600,000 N95 Masks at $5.90/EA, 375,000 Surgical Masks at $1.22/EA, 100,000 Goggles at $1.00/EA, 250,000 Gloves at $0.06/EA, 125,000 Gowns at $3.00/EA, 15 Bleach at $5.00/EA, 40 Spray Bottles at $6.00/EA, 540 Vital Oxide at $50.00 and 3,000 Purple Wipes at $12.00.

Total Cost: $4,550,815.00

G. Provide for Emergency Operation Center.

1. Provide 44 operation center staff (OT Only) at $59/hr, Case Investigators (OT Only) at $54/hr and COVID data entry staff (OT Only) at $48/hr.

Total Cost: $132,678.00

H. Provide Provision and Supplies and Commodities.

1. Purchase 1 LS of Wyse Devices, Cabling, Phones and Licenses at $350,000.00, 34 staff on CO 211 Help Line (OT Line) at $44/hr $19,110.00, and 42 surge staff on CO 211 Help Line (Surge OT) at $44/hr at $23,888.00

Total Cost: $392,998.00

Work to be Completed Total: $50,239,161.00

The Expedited Project will be funded at 50% of the Project cost.

Version 0 - Expedited Project Cost x 50% Reduction = $50,239,161.00 x 50% = $25,119,580.50

Project Notes:

1. All costs associated with the Work To Be Completed were generated using Applicant-supplied documentation. See attachment labeled Denver Health Cost Summary - Region VIII Updated.xlsx

2. This is an Expedited Project and will be adjusted for actual costs later.

3. Documentation for all work will be required for any future versions of this project.

4. This is an ongoing operation and costs are subject to change.

5. FEMA will only reimburse for PPE that is necessary for patient care to prevent and/or spread infection of health care workers as directed by public health officials not to exceed the duration of the HHS public health emergency declaration for COVID-19.

6. Applicant must follow FEMA's Procurement Under Grants Conducted Under Exigent or Emergency Circumstances guidance and include a termination for convenience clause in its contracts.

7. FEMA will not approve PA funding that duplicates funding by another federal agency, including the U.S. Department of Health and Human Services or Centers for Disease Control and Prevention.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☑ No	Special Considerations included? ☐ Yes ☑ No
Hazard Mitigation proposal included? ☐ Yes ☑ No	Is there insurance coverage on this facility? ☐ Yes ☑ No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	9001	Contract	1/LS	$ -25,119,580.50	$ -25,119,580.50
2	9001	Contract	1/LS	$ 50,239,161.00	$ 50,239,161.00
				TOTAL COST	$ 25,119,580.50

PREPARED BY James Leonard	TITLE CRC Lane TFL	SIGNATURE
APPLICANT REP. Devron McMillin	TITLE Risk Manager	SIGNATURE

DENVER (COUNTY) : PA-08-CO-4498-PW-00009

Conditions Information

Review Name	Condition Type	Condition Name	Description	Monitored	Status
Insurance Review	Conditions (Grant Specific)	Insurance	FEMA insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct a facility. No insurance requirements are mandated for Category B emergency work.	No	Recommended
Final Review	Other (EHP)	Executive Order 11988 - Floodplains	Executive Order 11988 ¿ Floodplains: Applicant should asses of the type of flood hazards at the site (e.g., flood velocity, flood depth, wave action, etc.), asses practicable opportunities for flood mitigation, and develop a flood evacuation plan/emergency plan.	No	Approved

DENVER (COUNTY) : PA-08-CO-4498-PW-00009					
Conditions Information					
Final Review	Program Conditions (Program Specific)	Standard Conditions	RECORD RETENTION/DOCUMENTATION REQUIRED As described in 2 CFR, Part 200 § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions, Part 200.333, (a) – (f), (1), (2). All records relative to this Project Worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs. PROCUREMENT In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326. LARGE PROJECTS The Recipient must submit its certification of the applicant's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work. Project Worksheets written as large projects (costs above the large project threshold) are reimbursed based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs. FEMA-STATE AGREEMENT REQUIRED The terms of the FEMA-State Agreement are incorporated by reference into this project award under the Public Assistance grant and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Policy and Program Guide; and other FEMA policy and guidance. DHS STANDARD TERMS AND CONDITIONS REQUIRED The DHS Standard Terms and Conditions in effect as of the date of the declaration of this major disaster are incorporated by reference into this project award under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS REQUIRED The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at 2 C.F.R. pt. 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. pt. 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110. CHANGES IN SCOPE OF WORK REQUIRED The applicant must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the applicant commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.	No	Approved
Final Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Approved
Final Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Approved
Final Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Approved
Final Review	Other (EHP)	Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Environmental Justice for Low Income and Minority Populations - Executive Order 12898: Ensure accessibility across the full range of clients and/or customers that need to utilize the services being provided by these facilities, including elements of the population with less capacity or mobility.	No	Approved
EHP Review	Other (EHP)	Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Environmental Justice for Low Income and Minority Populations - Executive Order 12898: Ensure accessibility across the full range of clients and/or customers that need to utilize the services being provided by these facilities, including elements of the population with less capacity or mobility.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Recommended
EHP Review	Other (EHP)	Executive Order 11988 - Floodplains	Executive Order 11988 ¿ Floodplains: Applicant should asses of the type of flood hazards at the site (e.g., flood velocity, flood depth, wave action, etc.), asses practicable opportunities for flood mitigation, and develop a flood evacuation plan/emergency plan.	No	Recommended

DENVER (COUNTY) : PA-08-CO-4498-PW-00009					
Conditions Information					
Initial Review	Program Conditions (Program Specific)	Standard Conditions	RECORD RETENTION/DOCUMENTATION REQUIRED As described in 2 CFR, Part 200 § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions, Part 200.333, (a) – (f), (1), (2). All records relative to this Project Worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs. • PROCUREMENT In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326. • LARGE PROJECTS The Recipient must submit its certification of the applicant's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work. Project Worksheets written as large projects (costs above the large project threshold) are reimbursed based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs. • FEMA-STATE AGREEMENT REQUIRED The terms of the FEMA-State Agreement are incorporated by reference into this project award under the Public Assistance grant and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Policy and Program Guide; and other FEMA policy and guidance. • DHS STANDARD TERMS AND CONDITIONS REQUIRED The DHS Standard Terms and Conditions in effect as of the date of the declaration of this major disaster are incorporated by reference into this project award under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise. • UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS REQUIRED The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at 2 C.F.R. pt. 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. pt. 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110. • CHANGES IN SCOPE OF WORK REQUIRED The applicant must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the applicant commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.	No	Recommended

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
7	OLA Review	BROMLEY-WENGER STACY	04-21-2020 07:24 PM GMT	DHS Section 507 Waiver
6	OLA Review	BROMLEY-WENGER STACY	04-20-2020 05:39 PM GMT	Expedited COVID-19 Project
5	OLA Review	BROMLEY-WENGER STACY	04-20-2020 05:38 PM GMT	Expedited COVID-19 Project
4	OLA Review	NARINE SEEMA	04-20-2020 04:42 PM GMT	Expedited COVID-19 Project
3	Final Review	PHILLIPS LEIGH ANDREA	04-20-2020 01:24 PM GMT	Verified by DIU the CRC Net Cost in GM is equal to the Total Project Cost in EMMIE and Cost Share matches in both systems. AR 4.20.20
2	Insurance Review	REAKA AMANDA	04-20-2020 11:43 AM GMT	04/17/2020 - FEMA cannot provide assistance for disaster related losses that duplicates benefits available to an applicant from another source, including insurance. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurance carrier(s). This project has been reviewed for insurance considerations in an effort to ensure there is no duplication of benefits from insurance proceeds. This declaration is specific for the cost associated with the actions taken to protect the public health and safety of the general population from the COVID-19 Pandemic. The cost included on this project are not covered by property insurance as there has been no direct physical loss from a covered peril to any insured location as a result of this event. No commercial property insurance proceeds are anticipated for these costs. FEMA insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct a facility. No insurance requirements are mandated for Category B emergency work. D. Siler, Insurance Lane Manager

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
1	EHP Review	BELLO CHARLES	04-18-2020 12:49 PM GMT	Applicant: Denver (City and County of) (Denver County) (GM-135854). Damage # 377925; Emergency Protective Measures (Denver Health COVID Response Activities), Category B, 0% completed. During the incident period of 1/20/2020 through [End Date], COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures. Provided Provision of Supplies and Commodities for purchasing infrastructure and equipment 70 each Room/Bed Conversions including 50 Ventilators, all ICU accessories and required infrastructure components, 4 each of BioFire for In-House testing of COVID-19 at Denver Health from 3/9/2020 to 6/9/2020. The applicant will utilize contracts for Emergency Protective Measures as Denver Health purchased personal protective equipment (PPE), COVID-19 testing and lab supplies, and Intensive Care Unit (ICU) surge capacity rooms and beds. Additionally, they stood up patient screening at clinic and hospital access points and contracted the transfer of transitional care patients to Vivage senior living facility in order to expand medical and surge capacity. Total Cost: $25,119,580.50 STATEX comment: The statutory exclusion from NEPA in Section 316 of the Stafford Act applies to emergency protective measures under Sections 403 and 502 undertaken in response to COVID19 including the construction of temporary medical and sheltering facilities and repurposing, renovating, or re-using existing facilities as temporary medical and sheltering facilities. - cbello - 04/18/2020 12:41:04 GMT Per review of USFWS National Wetlands Inventory data, project is neither located in nor will it affect mapped wetlands. - cbello - 04/18/2020 12:43:04 GMT Ensure accessibility across the full range of clients and/or customers that need to utilize the services being provided by these facilities, including elements of the population with less capacity or mobility. - cbello - 04/18/2020 12:43:36 GMT The project as described is not a type of activity that may affect ESA-listed species and/or critical habitat. - cbello - 04/18/2020 12:45:49 GMT Project does not have potential to take migratory birds. - cbello - 04/18/2020 12:46:41 GMT Per 44 CFR part 9.5(c)FEMA complies with the spirit of Executive Order 11988, Floodplain Management to the extent practicable. Project is exempt from floodplain management review. - cbello - 04/18/2020 12:41:53 GMT This action will be or was undertaken as immediate rescue and salvage operations conducted to preserve life and property and in accordance with 36 CFR § 800.12(d) is exempt from the provisions of Section 106. FEMA has determined that the SOW will have limited or no potential to affect historic properties and FEMA has no further Section 106 responsibilities with regards to them pursuant to 36 CFR §800.3(a)(1). - cbello - 04/18/2020 12:45:24 GMT

EXHIBIT E, PROJECT WORKSHEETS (10)

PA-08-CO-4498-PW-00010(0) P	
Applicant Name:	Application Title:
DENVER (COUNTY)	EXP135794 - COVID-19 Denver International Airport EPM E
Period of Performance Start:	Period of Performance End:
03-28-2020	09-28-2020

Subgrant Application - Entire Application

Application Title: EXP135794 - COVID-19 Denver International Airport EPM E
Application Number: PA-08-CO-4498-PW-00010(0)
Application Type: Subgrant Application (PW)

Preparer Information

Prefix	
First Name	JAMES
Middle Initial	
Last Name	LEONARD
Title	CRC TFL
Agency/Organization Name	Colorado
Address 1	800 S Chester St.
Address 2	Suite 575
City	Centennial
State	CO
Zip	80112
Phone	303-239-4266
Email	lin.bonesteel@state.co.us
Is the application preparer the Point of Contact?	No

Point of Contact Information

Prefix	
First Name	Devron
Middle Initial	
Last Name	McMillin
Title	Risk Manager
Agency/Organization	Denver (City and County of) (Denver County)
Address 1	201 W. Colfax Avenue
Address 2	
City	Denver
State	CO
ZIP	80202
Phone	720-913-3345
Fax	
Email	Devron.McMillin@Denvergov.org

Alternate Point of Contact Information

Prefix	
First Name	April
Middle Initial	
Last Name	Hansen
Title	Senior Risk Analyst
Agency/Organization	
Address 1	
Address 2	
City	
State	
ZIP	
Phone	720-913-3332
Fax	
Email	April.Hansen@denvergov.org

Project Description

Disaster Number:	4498
Pre-Application Number:	PA-08-CO-4498-RPA-0005
Applicant ID:	031-99031-00
Applicant Name:	DENVER (COUNTY)

Subdivision:	
Project Number:	E135794
Standard Project Number/Title:	299 - Emergency Protective Measures
Please Indicate the Project Type:	Neither Alternate nor Improved
Application Title:	EXP135794 - COVID-19 Denver International Airport EPM E
Category:	B.PROTECTIVE MEASURES
Percentage Work Completed?	20.0 %
As of Date:	06-30-2020

Comments

Complete title does not fit in space provided: COVID-19 Denver International Airport EPM Expenses

Attachments

User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
AMANDA REAKA	04-20-2020	Additional Information	[135794] COVID-19 Denver Inte_EMMIE Package_20200420 1502	[135794] COVID-19 Denver Inte_EMMIE Package_20200420 1502	[135794] COVID-19 Denver Inte_EMMIE Package_20200420 1502.zip(1.54 Mb)	View

Damage Facilities (Part 1 of 2)

Facility (Site) Number	Facility (Site) Name	Address	County	City	State	ZIP	Previously Damaged?	Action
1	Damage #377833; Denver International Airport - Response Expenses				CO		No	

Comments

Attachments

Facility (Site) Name:	Damage #377833; Denver International Airport - Response Expenses
Address 1:	
Address 2:	
County:	
City:	
State:	CO
ZIP:	
Damage Category:	B
Was this facility (site) previously damaged?	No
Percentage Work Completed?	20.00 %
Location:	PA-08-CO-4498-PW-00010(0): Denver (City and County of) (Denver County) Denver International Airport
Damage Description and Dimensions:	PA-08-CO-4498-PW-00010(0): The Disaster #4498DR, which occurred between 1/20/2020 and --, caused: Damage # 377833; Emergency Protective Measures (Denver International Airport - Response Expenses) During the incident period of 1/20/2020 through [End Date], COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures. Provided Emergency Protective Measures for providing Emergency Janitorial Services at the Denver International Airport from 4/1/2020 to 6/30/2020. Provided Emergency Protective Measures for providing Emergency Cleaning / Sanitation Materials at the Denver International Airport from 4/1/2020 to 6/30/2020. Provided Emergency Protective Measures for providing Personal Protective Equipment (PPE) at the Denver International Airport from 4/1/2020 to 6/30/2020. Provided Emergency Protective Measures for providing COVID-19 Professional Services - Finance and Airline Affairs at the Denver International Airport from 4/1/2020 to 6/30/2020. Provided Emergency Protective Measures for providing COVID-19 Emergency Stabilization Response at the Denver International Airport from 4/1/2020 to 6/30/2020.
Scope of Work:	PA-08-CO-4498-PW-00010(0): 377833 Expedited Denver International Airport - EPM Response Work To Be Completed - Expedited Version 0 The purpose of this Expedited Version 0 project is for the Emergency Response and Management by the Applicant, the City and County of Denver, for the COVID-19 costs incurred at the Denver International Airport for a 90-day projection of costs (04/01/20 - 06/30/20) for contract services, supplies and labor required to save lives or protect public health and property. The Federal Cost Share for this version is 75%. All work and costs in this project fall between 4/01/20 and 6/30/20. The Applicant will utilize Force Account Labor, Materials and Contracts for the Emergency Protective Measures at the Denver International Airport to:

City and County of Denver, Colorado

A. Provide Emergency Janitorial Services.

B. Provide Emergency Cleaning / Sanitation Materials.

C. Provide Personal Protective Equipment (PPE).

1. Force Account Labor O/T - $2,422,629.00

2. Force Account Materials - $2,513,007.00

Total Force Account Cost: $4,935,636.00

Contracts

A. Provide Emergency Janitorial Services.

B. Provide COVID-19 Professional Services - Finance and Airline Affairs.

C. Provide COVID-19 Emergency Stabilization Response.

1. Contracts - $502.014.00

Total Contract Cost: $502,014.00

Work To Be Completed Total - Expedited Version 0 - $5,437,650.00

The Expedited Project will be funded at 50% of the Project cost.

Version 0 - Expedited Project Cost x 50% Reduction = $5,437,650.00 x 50% = $2,718,825.00

Project Notes:

1. All estimates for Work To Be Completed were generated using Applicant-supplied documentation. See attachments labeled - Project 135794 DR-4497-CO - City and County of Denver - Expedited COVID-19 CAT-B Cost Estimate Summary Sheet-A 04-20-20.xlsx and EPW 0100 CCD RFI Costs 4.13.20 - DIA ONLY.pdf.

2. For simplicity, we are totaling all costs and using the term "contract" only. Future versions of this grant will be adjusted to account for normal Public Assistance project cost breakdown (i.e., Force Account Labor, Equipment, Materials, etc.).

3. This is an Expedited Project and will be adjusted for actual costs later.

4. Documentation for all work will be required for any future versions of this project.

5. This is an ongoing operation and costs are subject to change.

6. All procurement documents attached have been reviewed. See attachment labeled - EPW 0100 CCD Request for Expedited Funding Cover Letter 4.13.20.pdf.

7. FEMA will not approve PA funding that duplicates funding or assistance provided by another federal agency, including the U.S. Department of Health and Human Services or Centers for Disease Control and Prevention. See attachment labeled State.co.us Executive Branch Mail - Denver DOB Affirmation.pdf.
8. FEMA will only reimburse for PPE that is necessary for patient care to prevent and/or spread infection of health care workers as directed by public health officials not to exceed the duration of the HHS public health emergency declaration for COVID-19.

9. Applicant must follow FEMA's Procurement Under Grants Conducted Under Exigent or Emergency Circumstances guidance and include a termination for convenience clause in its contracts.

Hazard Mitigation Proposal	
* Is effective mitigation feasible on this facility (site)?	No
If you answered **Yes** to the above question, the next question is required	
Will mitigation be performed on this facility (site)?	
If you answered **Yes** to the above question, the next question is required	
Do you wish to attach a Hazard Mitigation Proposal?	
If you answered **Yes** to the above question, the next two questions are required	
Please provide the Scope of Work for the estimate: (maximum 4000 characters)	
Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?	

GIS Coordinates

Project Location	Latitude	Longitude

Special Considerations

1. Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc)?	No
2. Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland?	No
3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area?	No
4. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use of function)?	No
5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal?	No
6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more,	No

similar buildings near the site?	
7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland?	No
8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work?	No
9. Are there any other environmental or controversial issues associated with the damaged facility and/or item of work?	No

Attachments

Mitigation section is not applicable for your project category.

Cost Estimate

Is this Project Worksheet for	

(Preferred) Repair

Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
Work To Be Completed									
1	9001	Contract	1	LS	$ 5,437,650.00	CONTRACTUAL	Work To Be Completed	$ 5,437,650.00	
2	9001	Contract	1	LS	$ -2,718,825.00	CONTRACTUAL	Work To Be Completed	$ -2,718,825.00	
							Total Cost :	**$ 2,718,825.00**	

Insurance Adjustments (Deductibles, Proceeds and Settlements) - 5900/5901

Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
							Total Cost :	**$ 0.00**	

Total Cost Estimate: (Preferred Estimate Type + Insurance Adjustments)	**$ 2,718,825.00**

Comments

Attachments

Existing Insurance Information

Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required	Facility (Site) No.

Comments

Attachments

Comments and Attachments

Name of Section	Comment	Attachment
Project Description	Complete title does not fit in space provided: COVID-19 Denver International Airport EPM Expenses	[135794] COVID-19 Denver Inte_EMMIE Package_20200420 1502.zip (04-20-2020)
Form 90-91		PRJ_Report_135794_20200420.pdf (04-20-2020)

Bundle Reference # (Amendment #)	Date Awarded
PA-08-CO-4498-PW-00010(9)	04-22-2020

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER					PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4498	-	DR	-CO	E135794	031-99031-00	04-20-2020	B

APPLICANT: DENVER (COUNTY)

WORK COMPLETE AS OF: 06-30-2020 : 20 %

Site 1 of 1

DAMAGED FACILITY:

Damage #377833; Denver International Airport - Response Expenses

COUNTY: Denver

LOCATION:

PA-08-CO-4498-PW-00010(0):
Denver (City and County of) (Denver County)
Denver International Airport

Current Version:

LATITUDE:

LONGITUDE:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-08-CO-4498-PW-00010(0):
The Disaster #4498DR, which occurred between 1/20/2020 and --, caused:

Damage # 377833; Emergency Protective Measures (Denver International Airport - Response Expenses)

During the incident period of 1/20/2020 through [End Date], COVID-19 created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

Provided Emergency Protective Measures for providing Emergency Janitorial Services at the Denver International Airport from 4/1/2020 to 6/30/2020.

Provided Emergency Protective Measures for providing Emergency Cleaning / Sanitation Materials at the Denver International Airport from 4/1/2020 to 6/30/2020.

Provided Emergency Protective Measures for providing Personal Protective Equipment (PPE) at the Denver International Airport from 4/1/2020 to 6/30/2020.

Provided Emergency Protective Measures for providing COVID-19 Professional Services - Finance and Airline Affairs at the Denver International Airport from 4/1/2020 to 6/30/2020.
Provided Emergency Protective Measures for providing COVID-19 Emergency Stabilization Response at the Denver International Airport from 4/1/2020 to 6/30/2020.

Current Version:

SCOPE OF WORK:

PA-08-CO-4498-PW-00010(0):
377833 Expedited Denver International Airport - EPM Response

Work To Be Completed - Expedited Version 0

The purpose of this Expedited Version 0 project is for the Emergency Response and Management by the Applicant, the City and County of Denver, for the COVID-19 costs incurred at the Denver International Airport for a 90-day projection of costs (04/01/20 - 06/30/20) for contract services, supplies and labor required to save lives or protect public health and property.

The Federal Cost Share for this version is 75%. All work and costs in this project fall between 4/01/20 and 6/30/20.

The Applicant will utilize Force Account Labor, Materials and Contracts for the Emergency Protective Measures at the Denver International Airport to:

City and County of Denver, Colorado

A. Provide Emergency Janitorial Services.

B. Provide Emergency Cleaning / Sanitation Materials.

C. Provide Personal Protective Equipment (PPE).

1. Force Account Labor O/T - $2,422,629.00

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B. Provide COVID-19 Professional Services - Finance and Airline Affairs.

C. Provide COVID-19 Emergency Stabilization Response.

1. Contracts - $502.014.00

Total Contract Cost: $502,014.00

Work To Be Completed Total - Expedited Version 0 - $5,437,650.00

The Expedited Project will be funded at 50% of the Project cost.

Version 0 - Expedited Project Cost x 50% Reduction = $5,437,650.00 x 50% = $2,718,825.00

Project Notes:

1. All estimates for Work To Be Completed were generated using Applicant-supplied documentation. See attachments labeled - Project 135794 DR-4497-CO - City and County of Denver - Expedited COVID-19 CAT-B Cost Estimate Summary Sheet-A 04-20-20.xlsx and EPW 0100 CCD RFI Costs 4.13.20 - DIA ONLY.pdf.

2. For simplicity, we are totaling all costs and using the term "contract" only. Future versions of this grant will be adjusted to account for normal Public Assistance project cost breakdown (i.e., Force Account Labor, Equipment, Materials, etc.).

3. This is an Expedited Project and will be adjusted for actual costs later.

4. Documentation for all work will be required for any future versions of this project.

5. This is an ongoing operation and costs are subject to change.

6. All procurement documents attached have been reviewed. See attachment labeled - EPW 0100 CCD Request for Expedited Funding Cover Letter 4.13.20.pdf.

7. FEMA will not approve PA funding that duplicates funding or assistance provided by another federal agency, including the U.S. Department of Health and Human Services or Centers for Disease Control and Prevention. See attachment labeled State.co.us Executive Branch Mail - Denver DOB Affirmation.pdf.
8. FEMA will only reimburse for PPE that is necessary for patient care to prevent and/or spread infection of health care workers as directed by public health officials not to exceed the duration of the HHS public health emergency declaration for COVID-19.

9. Applicant must follow FEMA's Procurement Under Grants Conducted Under Exigent or Emergency Circumstances guidance and include a termination for convenience clause in its contracts.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☑ No	Special Considerations included? ☐ Yes ☑ No
Hazard Mitigation proposal included? ☐ Yes ☑ No	Is there insurance coverage on this facility? ☐ Yes ☑ No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	9001	Contract	1/LS	$ 5,437,650.00	$ 5,437,650.00
2	9001	Contract	1/LS	$ -2,718,825.00	$ -2,718,825.00
				TOTAL COST	$ 2,718,825.00

PREPARED BY JAMES LEONARD	TITLE CRC TFL	SIGNATURE
APPLICANT REP. Devron McMillin	TITLE Risk Manager	SIGNATURE

DENVER (COUNTY) : PA-08-CO-4498-PW-00010

Conditions Information

Review Name	Condition Type	Condition Name	Description	Monitored	Status

DENVER (COUNTY) : PA-08-CO-4498-PW-00010					
Conditions Information					
Insurance Review	Conditions (Grant Specific)	Insurance	FEMA insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct a facility. No insurance requirements are mandated for Category B emergency work.	No	Recommended
Final Review	Program Conditions (Program Specific)	Standard Conditions	RECORD RETENTION/DOCUMENTATION REQUIRED As described in 2 CFR, Part 200 § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions, Part 200.333, (a) – (f), (1), (2). All records relative to this Project Worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs. PROCUREMENT In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326. LARGE PROJECTS The Recipient must submit its certification of the applicant's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work. Project Worksheets written as large projects (costs above the large project threshold) are reimbursed based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs. FEMA-STATE AGREEMENT REQUIRED The terms of the FEMA-State Agreement are incorporated by reference into this project award under the Public Assistance grant and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Policy and Program Guide; and other FEMA policy and guidance. DHS STANDARD TERMS AND CONDITIONS REQUIRED The DHS Standard Terms and Conditions in effect as of the date of the declaration of this major disaster are incorporated by reference into this project award under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS REQUIRED The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at 2 C.F.R. pt. 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. pt. 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110. CHANGES IN SCOPE OF WORK REQUIRED The applicant must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the applicant commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.	No	Approved

DENVER (COUNTY) : PA-08-CO-4498-PW-00010					
Conditions Information					
Initial Review	Program Conditions (Program Specific)	Standard Conditions	RECORD RETENTION/DOCUMENTATION REQUIRED As described in 2 CFR, Part 200 § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions, Part 200.333, (a) – (f), (1), (2). All records relative to this Project Worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs. • PROCUREMENT In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326. • LARGE PROJECTS The Recipient must submit its certification of the applicant's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work. Project Worksheets written as large projects (costs above the large project threshold) are reimbursed based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs. • FEMA-STATE AGREEMENT REQUIRED The terms of the FEMA-State Agreement are incorporated by reference into this project award under the Public Assistance grant and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Policy and Program Guide; and other FEMA policy and guidance. • DHS STANDARD TERMS AND CONDITIONS REQUIRED The DHS Standard Terms and Conditions in effect as of the date of the declaration of this major disaster are incorporated by reference into this project award under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise. • UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS REQUIRED The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at 2 C.F.R. pt. 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. pt. 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110. • CHANGES IN SCOPE OF WORK REQUIRED The applicant must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the applicant commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.	No	Recommended

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
7	OLA Review	BROMLEY-WENGER STACY	04-22-2020 01:18 AM GMT	DHS Section 507 Waiver
6	OLA Review	BROMLEY-WENGER STACY	04-21-2020 04:47 PM GMT	Expedited COVID-19 Project
5	OLA Review	BROMLEY-WENGER STACY	04-21-2020 04:47 PM GMT	Expedited COVID-19 Project
4	OLA Review	NARINE SEEMA	04-21-2020 04:08 PM GMT	Expedited COVID-19 Project
3	Final Review	PHILLIPS LEIGH ANDREA	04-20-2020 09:30 PM GMT	Verified by DIU the CRC Net Cost in GM is equal to the Total Project Cost in EMMIE and Cost Share matches in both systems. AR 4.20.20
2	Insurance Review	REAKA AMANDA	04-20-2020 07:58 PM GMT	04/20/2020 - FEMA cannot provide assistance for disaster related losses that duplicates benefits available to an applicant from another source, including insurance. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurance carrier(s). This project has been reviewed for insurance considerations in an effort to ensure there is no duplication of benefits from insurance proceeds. This declaration is specific for the cost associated with the actions taken to protect the public health and safety of the general population from the COVID-19 Pandemic. Without the applicant's property insurance policy, the potential for insurance coverage cannot be determined at this time for the cleaning of the airport. This is an expedited project so it will be processed without the insurance information, a full copy of the applicant's property insurance policy will be required prior to fully funding this project. At this time no commercial property insurance proceeds are anticipated for these costs. FEMA insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct a facility. No insurance requirements are mandated for Category B emergency work. D. Siler Insurance Lane Manager
1	Initial Review	KASZAK RICHARD	04-20-2020 07:40 PM GMT	Expedited project: PA-08-CO-4498-PW-00010

DocuSign Envelope ID: B787D0AE-EA5F-43FD-8DE0-18603D6C0DED

Contract Control Number: FINAN-202054524-00
Contractor Name: COLORADO DEPARTMENT OF PUBLIC SAFETY

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of: 5/6/2020

DocuSigned by:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: DocuSigned by:
63CED49359814EC...
Mayor
Michael B. Hancock

DocuSigned by:
401385B0DD354C3...
Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver
Paul López

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: DocuSigned by:
EA99283D7E75445...
Assistant City Attorney
Bradley Neiman

REGISTERED AND COUNTERSIGNED:

By: DocuSigned by:
CD05CDB455E845D...
Manager of Finance
Beth Machann

By: DocuSigned by:
0269594E8B7845D...
Auditor
Timothy M. O'Brien

DocuSign Envelope ID: B787D0AE-EA5F-43FD-8DE0-18603D6C0DED

Contract Control Number: FINAN-202054524-00
Contractor Name: COLORADO DEPARTMENT OF PUBLIC SAFETY

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)