



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.gov

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number: **7507-23**

RFP Title: **Workforce Boulder County Innovation Funds**

RFP Questions Due: September 29, 2023 – 2:00 p.m.

Submittal Due Date: October 18, 2023 – 2:00 p.m.

Email Address: purchasing@bouldercounty.gov

Documents included in this package:

- 1) Proposal Instructions
- 2) Terms and Conditions
- 3) Specifications
- 4) Insurance and W-9 Requirements
- 5) Cover Sheet and Project Narrative
- 6) Submittal Checklist
- 7) Evaluation Criteria
- 8) Sustainability Questionnaire
- 9) Signature Page
- 10) Sample Contract and SLFRF Addendum
- 11) Policy Guidance Letter
- 12) Sam.gov Instructions



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PROPOSAL INSTRUCTIONS

1. Purpose/Background

Boulder County Board of County Commissioners, on behalf of Workforce Boulder County and the Boulder County Workforce Development Board, are seeking additional proposals for the Workforce Innovation Grant Program (Innovation Grants) under Colorado House Bill 21-1264. **Workforce Boulder County received a total of \$1,029,444 to contract out to local grant applicants. A maximum of \$450,000 shall be available for any project (this amount includes administrative funds, which are limited according to federal laws and regulations). Applicants do not have to request the full amount.**

We are interested in your story and project (your “why”) as well as in how your project will meet the technical requirements of the grant, and we encourage you to consider your application from these two points of view.

- In your proposal, tell us about the problem you are seeking to address, who has been impacted; how your project will help reduce that impact; and share details of your goals and what you hope to accomplish. If you have evidence of the impacts or if your work is evidence-based, please provide a brief summary of the evidence.
- Finally, all projects must meet the requirements of funding, as set out in the section “Specifications”, the section “Cover Sheet and Project Narrative”, and in the technical checklist (each below). Applicants are strongly encouraged to read [Program Guidance Letter GRT-2021-02](#) issued by the Colorado Department of Labor and Employment that outlines the vision for the Innovation Grant.

2. Period of Performance

One hundred percent (100%) of the allocation must be expended by December 31, 2024.

3. Eligible Applicants

Grant applicants must conduct business in Boulder County with a physical presence in the area. The following entities are eligible to apply for Innovation Grants:

1. Public and Private Sector Employers, Employer Organization, or Trade Associations
2. Apprenticeship Sponsors
3. Community-Based Organizations
4. Colorado Workforce Centers
5. Formalized Sector Partnerships recognized by the CWDC

Eligible applicants may apply in partnership with sub-applicants, including

- higher education,
- libraries,
- K-12 Local Education Agencies (LEAs) or Boards of Cooperative Educational Services (BOCES),
- adult education programs,
- proprietary (private) training providers,
- economic development corporations, and
- non-profit organizations.

4. Written Inquiries

We welcome questions about the grant funds and potential uses prior to submission of a proposal. Answers to these questions will be made in a Q&A style document (unfortunately, we cannot respond individually).

All inquiries regarding this RFP must be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.gov on or before 2:00 p.m. **September 29, 2023**. A response from the county to all inquiries will be posted and sent via email no later than **October 6, 2023**.

Do not contact any other county department or personnel with questions or for information regarding this solicitation.

5. Submittal Instructions

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on October 18, 2023**. **Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held.**

Please note that email responses to this solicitation are limited to a maximum of 50MB capacity.

NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. THIS INCLUDES GOOGLE DOCS AND SIMILAR SITES. ALL SUBMITTALS MUST BE RECEIVED AS AN ATTACHMENT (E.G. PDF, WORD, EXCEL).

Electronic Submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.gov; identified as **RFP # 7507-23** in the subject line.

All RFPs must be received, and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the proposer to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the proposer.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Subrecipients and their employees, subcontractors, and agents must comply with all federal, state, and local laws, regulations, ordinances, orders, and codes, as well as Boulder County policies, guidelines, and protocols.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act (ADA), please contact the Boulder County ADA Coordinator or Human Resources office at (303) 441-3525 as soon as possible to allow sufficient time for service delivery ahead of applicable due dates.



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TERMS AND CONDITIONS

1. Proposers are expected to examine the specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer will furnish the information required in the Request for Proposals.
3. The Grant will be awarded to those responsible proposers whose submittals, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
6. A signed contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the purchasing email address prior to the time indicated in the "Request for Proposals."
8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.

10. Confidential/Proprietary Information: Proposals submitted in response to this “Request for Proposals” and any resulting grant award and contract are subject to the provisions of the Colorado Open Records Act, 24-72-201 et seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal or resulting contract will be clearly stated in the proposal and contract itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Proposals that do not properly identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a proposal are not considered confidential.

The Boulder County Attorney’s Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.

11. Boulder County promotes the purchase/leasing of energy efficient materials and products with low toxicity levels when availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.



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SPECIFICATIONS

Grant Focus

Workforce Boulder County shall award grants to eligible applicants whose proposals illustrate a project designed to provide assistance to unemployed or underemployed workers who have been negatively economically impacted by Covid-19; build in-demand skills; connect workers and learners to quality jobs; and/or drive employer engagement in talent development with the following services:

- A. Job training to accelerate hiring and rehiring of unemployed workers;
- B. Efforts to accelerate hiring, rehiring and reduce unemployment, such as, but not limited to, providing child care assistance, assistance with transportation to and from a jobsite or interview, and incentives for newly employed workers;
- C. Assistance to unemployed workers seeking to start small businesses;
- D. Public job programs, subsidized employment, combined education and on-the-job training programs, or job training to accelerate rehiring or address negative economic or public health impacts experienced due to a worker's occupation or level of training.

In particular, applications will be reviewed with the following in mind:

- 1. Priority industry sectors or areas where there are local, state or nationwide labor shortages, such as behavioral health, education, healthcare, and construction trades (electricians, HVAC, etc).
- 2. Increasing participation by groups impacted by COVID-19, particularly underserved communities including, but not limited to, Black, Indigenous, and People of Color, people with disabilities, New Americans, criminal justice involved, and older workers through the following:
 - a. Adopting focused outreach strategies specific to underserved communities;
 - b. Increasing partnerships with community-based organizations that serve these populations in order to support existing trusted messengers that can enhance outreach; and/or
 - c. Improving language access, to include American Sign Language, to ensure outreach and participation.

3. Supporting individuals to mitigate financial hardships resulting from the public health emergency or to provide greater opportunities for communities disproportionately affected by COVID-19 by engaging in talent development through the following:
 - a. Supporting initiatives to enhance job quality;
 - b. Increasing adoption of skills-based practices, including incentivizing new skills-based hires;
 - c. Developing or expanding currently employed worker training and work-based programs in partnership with Workforce Boulder County, training providers, community based organizations, local education providers, and institutions of higher education; and/or
 - d. Building new internal pathways for existing employees

Participant Eligibility

Eligible individuals who will benefit from the grantee's project ("participants") must be

- a. age 16 or older;
- b. negatively economically impacted by COVID-19 (see the section Project Narrative below for additional details); AND
- c. want and be available for work, including those who have looked for work sometime in the past 12 months or who are employed part time but who want and are available for full-time work (full-time students are considered "marginally attached" to the workforce and are eligible for services for unemployed/underemployed workers); OR
- d. be currently employed but seeking upward mobility that provides better opportunities for economic advancement, such as higher wages or more opportunities for career advancement.

Program Enrollment, Reporting and Oversight

Connecting Colorado is the database of record for this program (www.connectingcolorado.com). All entities receiving funding through this program must utilize Connecting Colorado as the database of record to track individual participants. Workforce Boulder County will work with grant recipients to train on utilization of Connecting Colorado and provide technical support, however, recipients will be required to complete all data entry for individual participants.

Grant recipients will be responsible for submitting quarterly reports to demonstrate measurable outcomes achieved, including the number of participants served, the number of individuals who have started training programs, the number of people who completed short-term training programs, the number and type of credentials earned, the number entering employment, year-to-date expenditure of funds to demonstrate the success of the grant, and other data points and/or narratives as needed. A quarterly reporting template will be provided once recipients are selected.

Workforce Boulder County will be responsible for oversight and monitoring of recipients and subrecipients that are awarded grants. In addition to financial and program reviews, monitoring may include regular, individual meetings (virtual, phone and/or in person, as safety protocol guidelines permit) with grant recipients, as well as group meetings that include other grant recipients to encourage collaboration, sharing of data and stories, and learning from each other, thus fostering a cohesive, county-wide approach to solving employment and education challenges.

Reimbursement

Workforce Boulder County will make payments to grantees on a reimbursement basis (that is, after expenses have been incurred). Adequate documentation will be required for all reimbursements, and Workforce Boulder County will work with grantees to ensure local and federal requirements are met.

Allowable Costs (this is not a complete list, as other costs may be permitted if they are in compliance with SLFRF rules):

1. Career counseling;
2. Career and academic exploration and planning;
3. Tuition, fees, and books;
4. Work-based learning such as:
 - a. Apprenticeships and Pre Apprenticeships
 - b. On-the-Job Training or
 - c. Related Technical Instruction (RTI)
5. Equipment needed by participants (single item cost limited to less than \$5,000);
6. Personnel costs for a project manager or key staff (recorded as time and effort), or for program staff who will work directly with customers, including entering data into Connecting Colorado; and
7. Program implementation and administration costs, including reporting activities.

Non-Allowable Costs

1. Funding may not be used to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent,
2. No recipient, including cities, non-entitlement units of government, and counties, may use funding to make deposits to a pension fund,
3. Funding debt service,
4. Legal settlements or judgements,
5. Deposits to rainy day funds or financial reserves,
6. General infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision,
7. Politically related activities,
8. Entertainment (including alcohol purchases),
9. Fines or penalties,
10. Donations,
11. Fundraising activities,
12. Individual memberships and subscriptions,
13. Any activities related to the marijuana industry,
14. Cash incentives/gift cards; and
15. Marketing or branding of the subrecipients own product/organization (outreach and marketing for the WIG project itself is an allowable cost).

Marketing and Publication Costs

Subrecipients may use funding to promote or market the program, however, subrecipients must be able to show the correlation between the outreach activities and the individuals served.

Any publications produced with SLFRF Funding must include the following statement:

“This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”

Program Administrative Costs

Administrative cost reimbursements will be limited according to federal laws and regulations. For organizations with a federally negotiated indirect cost rate allowance, that rate will be used. For most applicants, the allowance will be 10% of the modified total direct costs, with more information available [here](#).

All administrative costs must be documented and backup (such as employee timesheets showing detailed time and effort, utility bills, federally negotiated indirect cost rate, etc.) provided monthly and/or annually, depending on costs and risk level. Examples of administrative costs include, but are not limited to:

- Accountant
- Data entry specialist
- Overhead (allocated proportionately to Innovation grants)
- Equipment, single item cost up to \$5,000 (for program purposes, rather than for individual participants)
- Program materials and supplies

For additional information, please read the Policy Guidance Letter issued by Colorado Department of Labor and Employment, which can be located here: https://drive.google.com/drive/folders/1aj-1Xo_oJN4HbNNVy3TvUrVZnkb2Vu1W

Additional Terms

Successful applicants will be required to provide copies of the following to the County at the time of the award. WfBC can provide assistance if these do not already exist at your organization.

1. Written policies and procedures for adhering to Uniform Cost Principles under the Code of Federal Regulations (2 C.F.R. 200)
2. Written policies and procedures for adhering to applicable federal, state, and local procurement, contracting, and conflicts-of-interest laws and regulations (including validation that contractors are in good standing)
3. Applicability and related compliance protocols related to federal civil rights and nondiscrimination requirements
4. Written procedures for monitoring and addressing Fraud, Waste, Abuse (FWA)
5. Written procedures for monitoring and addressing Duplication of Benefits when multiple public and philanthropic funds are used for the same programmatic purpose
6. Cost allocation plan backup documentation or federally negotiated indirect cost rate



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS

Commercial General Liability

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

Workers' Compensation and Employer's Liability

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability as designated in this Contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

In regards to General Liability:

If any or all of these coverages are required above, additional insured status will be required at the time a contract is executed.

Note that the above insurance amounts are the minimum required for this project. Proof of current insurance must be provided with your proposal in the form of a sample certificate. You are NOT required to include additional insured status until the time a contract is executed.

If you require a waiver of insurance requirements, you may request one in your response with an explanation.

W-9 REQUIREMENT

Provide a copy of your business's W-9 with your proposal.



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COVER SHEET AND PROJECT NARRATIVE SECTION

Cover sheet

Proposals must include a Cover Sheet not to exceed one page that includes:

- Name/title of your proposed program/project
- Funding amount requested
- Lead Applicant/Organization for the project
- Primary contact/submitter for the application
 - Name
 - Title
 - Organization
 - Email Address
 - Phone
- Identify any Sub-applicant(s) and provide the same information, along with any proposed allocation if funding will be divided

Project Narrative

The Project Narrative should be *no more than* five (5) total pages (***excluding*** the Technical Checklist, Budget Table (Excel spreadsheet) and three (3) Letters of Support). It is not necessary to create separate sections to address each point and if information appears in one section of the proposal, it does not need to be duplicated in another section.

- A. Please provide a brief narrative description of your proposed project, tell us about your organization, the problem or unmet need you want to solve and who will be affected, your proposed solution and why it is innovative, and expected outcomes and impacts. If there is more than one subrecipient, or if partners will be involved, please identify each, along with their roles and expected distribution of funds.
- B. Provide a brief description of qualifications and role of any key personnel who will directly support the proposed project, including a description of why this position is necessary to the project.

C. Briefly and specifically address each of the following points, which come from state guidance on the goals for projects related to this funding. Note that many of these can be addressed with just a sentence or two. These questions, and your answers, will be the basis for evaluating responses to this RFP. The first five questions determine eligibility for the project and will be scored on both a Yes/No basis (where "No" means the project is ineligible for this grant program) as well as with points:

1. Eligible Uses:

- a. Does the project align with one of the enumerated uses under Grant Focus (Specifications section, categories A-D)? If not, is the intended use reasonably proportional to the identified economic harm due to COVID-19 experienced by the group you are targeting for participation? Please answer YES or NO, and describe.
- b. What evidence do you have to support the need and your solutions?
- c. How will your project impact any or all the following?
 - i. Skill or Competency Attainment
 - ii. Obtaining Industry Recognized Credentials
 - iii. Graduation or Credential Attainment Rates
 - iv. Job Placement
 - v. Job Quality

2. Related and reasonably proportional: Is this project related and reasonably proportional to the type of harm experienced due to COVID-19 by this group? Please answer YES or NO and describe how and why it is related and reasonably proportional.

3. Negative Impact or Economic Harm:

- a. In order to comply with SLFRF funding and HB 21-1264 the negative impact or harm must fall within the following categories. Please provide a YES or NO answer and identify which category your project falls into:
 - i. Unemployed or Underemployed* (full-time students are considered "marginally attached" to the workforce and are eligible for services for unemployed/underemployed workers) OR
*“Underemployed” individuals are employed less than full-time and are seeking full-time employment; Individuals who are employed in a position that is inadequate with respect to their skills and training; Individuals who are employed who meet the definition of a low-income individual (Using SLFRF Final Rules definition of Income/low income); Individuals who are employed, but whose current job's earnings are not sufficient compared to their earnings from their previous employment
 - ii. Summer Youth Employment, for youth who are unemployed or underemployed
- b. What is the negative impact or economic harm caused by COVID-19 that the proposed project will address? How will your proposal improve outcomes or increase engagement (please be specific about outcomes and how they will be measured)?

4. Intended Participants: Who are the participants in this project? How were the intended participants negatively economically impacted by COVID-19? Are there groups that might be burdened or negatively impacted by this project?

- a. Please identify the participant group and affirm their eligibility (see Participant Eligibility above and the chart and Technical Checklist below)

- b. Share how the intended participants fit into an impacted or disproportionately impacted class (see the chart at the end of this section)
 - c. What are your goals for participation (be specific about numbers of participants)?
 - d. Describe your outreach plan for promoting your project.
 - i. Describe the specific ways in which you will target and serve these specific populations in Boulder County.
 - ii. How will you outreach to the community to assure residents are aware of your project and how to access?
5. **Duplication of Benefits:** The Innovation Grant funds are part of the American Rescue Plan Act (also known as ARPA and sometimes identified as Coronavirus State and Local Fiscal Recovery Funds or SLFRF). These funds cannot be provided if they will duplicate other sources of funding. Please identify:
 - a. Other sources of funding and potential assistance from federal and state governments, County agencies, and private or nonprofit charity organizations that you expect to be used in the project; and
 - b. Other ARPA or SLFRF assistance to your organization, other subrecipients, or partners (whether currently received or expected in the future).Participants in projects will also be required to self-attest that they are not receiving duplicated benefits. [Please refer to this guidance for more information.](#)
6. **Equity:** How will the project improve education and economic outcomes for underserved populations or communities? Prompts (you do not need to separately address each of these):
 - a. What does racial equity and inclusion mean to your organization? Why is racial equity and inclusion work important to our community?
 - b. How might your proposed project advance racial equity and inclusion in Boulder County?
7. **Partnerships:**
 - a. What support do you have from community organizations such as local chambers of commerce, non-profits, businesses, or faith-based organizations and how will this support enhance the project?
 - b. Describe how the project identified in this proposal is coordinated with existing community programs, including minimizing duplication of similar programs.
 - c. Please include three (3) Letters of Support/Recommendation from community partners (these do not need to be partners who will be directly involved in the project)
8. **Sustainability:** Describe how the project will continue after the grant term expires. Prompts (you do not need to separately address each of these):
 - a. How will the proposed project scale and what will make it sustainable beyond the funding period?
 - b. If the project is only needed for a limited time, why?
9. **Governance:** How will your organization ensure appropriate administration, monitoring, reporting, and compliance for the grant (with the assistance and oversight of Workforce Boulder County)?
 - a. Connecting Colorado (www.connectingcolorado.com) (or other future Workforce System databases) is the database of record for this program. Affirm your willingness and capacity to learn and utilize this system with support from WfBC.

- b. State your compliance with the Terms and Conditions in the Sample Contract and Addendum contained in this RFP. Specifically list any deviations and provide justification for each deviation.
- c. Does your organization have a process for evaluating compliance risks; prior experience in managing Federal funds; previous audits; written policies regarding conflict-of-interest and Fraud/Waste/Abuse; sufficient personnel and controls for award execution and oversight? Please briefly describe.
- d. Have you received federal or state grants in the past? Describe the grant and service you provided.

10. Budget Narrative: Provide a short Budget Narrative (1-2 pages).

- a. List a short description for each budget line item. This may include a description of the roles of supporting staff including why they are necessary to the project; types and purpose of supplies or equipment that will be purchased for the project; description of other operating costs for the project. Also please tell us if you have a federally negotiated cost rate (if yes, what is it?) or a cost allocation plan in place.
- b. If payroll will be part of the budget, list the individual employee positions funded by this grant (either partially or in full) and the percentage of time that will be spent by the employee(s) on this grant. Note that any payroll expenses will need to be justified with detailed time and effort documentation for any employee who is partially or wholly funded by these funds.
- c. One hundred percent (100%) of the allocation must be expended by December 31, 2024. What is your plan to ensure spend-down by the grant term date?

Itemized Budget

Please provide an itemized budget that details how the funding will be used.

- a. Indicate the total amount requested (maximum of \$450,000).
- b. Complete the Budget Tables in the attached spreadsheet titled “WfBC Innovation Grant RFP Budget Template”.

Technical Elements Checklist

Please include the completed checklist (below) in your proposal. Any explanatory notes should be incorporated into your narrative description. Answering “no” to questions in section 2 of the checklist will not cause your project to be rejected, and will help us evaluate what level of oversight will be required.

Technical Checklist

<p>Section 1</p>	
<p>Eligible Uses: Please verify that the proposed program would utilize SLFRF funds to advance one or more of the following activities and includes processes for documenting that funding was actually spent accordingly.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Assistance with transportation to and from a jobsite or interview <input type="checkbox"/> Assistance to unemployed workers seeking to start small businesses <input type="checkbox"/> Childcare assistance <input type="checkbox"/> Youth Employment Program <input type="checkbox"/> Grants to businesses to hire underserved workers <input type="checkbox"/> Incentives for newly employed workers <input type="checkbox"/> Job fairs <input type="checkbox"/> Job and workforce training center investment (See, SLFRF Capital Expenditure Rules – next section) <input type="checkbox"/> Job training to accelerate rehiring of unemployed workers or address negative economic or public health impacts experienced due to a worker’s occupation or level of training <input type="checkbox"/> Job training or other enumerated types of assistance to individuals that are currently employed but are seeking to move to a job that provides better opportunities for economic advancement <input type="checkbox"/> Support for public jobs programs <input type="checkbox"/> Support for subsidized employment <input type="checkbox"/> Support for combined education and on-the-job training programs <input type="checkbox"/> Other efforts to accelerate rehiring and thus reduce unemployment – Please provide a description of services that the beneficiary/applicant provides.
<p>Intended Participants: Please verify that the proposed program utilizes one of the standards below and related verification procedures for establishing the intended program beneficiaries and meets SLFRF standards for underemployed or unemployed status.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> 16 or older <p><u>AND one or more of the following:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Verification that individuals want and are available for work, including those who have looked for work sometime in the past 12 months or who are employed part-time but who want and are available for full-time work. <input type="checkbox"/> Verification that individuals are workers who lost their job during the pandemic and resulting recession or are workers that were unemployed when the pandemic struck and experienced further deterioration of their economic prospects due to the pandemic. <input type="checkbox"/> Verification that individuals are currently employed but are seeking to move to a job that provides better opportunities for economic advancement, such as

	<p>higher wages or more opportunities for career advancement.</p> <p><u>AND one or more of the following</u></p> <p><input type="checkbox"/> Verification that individual experienced increased food or housing insecurity because of the COVID-19 pandemic</p> <p><input type="checkbox"/> Verification that individual's household has an annual income at or below 300% of federal poverty guidance</p> <p><input type="checkbox"/> Verification that individual's household has an annual income at or below 65% of Area Median Income for the county in which the household is situated</p> <p><input type="checkbox"/> Verification that individual's household qualifies for one or more of the assistance programs listed in the Impacted/Disproportionately Impacted chart on the next page.</p> <p><input type="checkbox"/> Verification that individual meets an alternative standard that articulates other evidence of negative economic impact from COVID-19 pandemic relevant to the intended beneficiary types of the proposed program</p>
<p>Confirm your organization will be willing and able to complete a risk assessment to allow Boulder County to assess the level of oversight that will required for the project.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Section 2</p>	
<p>Does your organization have the following:</p>	
<p>Existing process for evaluating compliance risks, such as prior experience in managing Federal funds, previous audits, sufficient personnel and controls for award execution and oversight?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Existing written policies and procedures for adhering to Uniform Cost Principles under the Code of Federal Regulations (2 C.F.R. 200).</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Existing written policies and procedures for adhering to applicable federal, state, and local procurement, contracting, and conflicts-of-interest laws and regulations (including validation that contractors are in good standing)</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Applicability and related compliance protocols related to Federal civil rights and nondiscrimination requirements</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Existing written procedures for monitoring and addressing Fraud, Waste, Abuse (FWA)</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Existing written procedures for monitoring and addressing Duplication of Benefits when multiple public and philanthropic funds are used for the same programmatic purpose</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Disproportionately Impacted	Impacted
<ul style="list-style-type: none"> • Low-income households and populations Tool to determine: https://home.treasury.gov/system/files/136/SLFRF-LMI-tool.xlsx, click on CO, columns U-AB based on household size Definition: Low income is <ul style="list-style-type: none"> (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the Department of Health and Human Services or (ii) income at or below 40 percent of the Area Median Income (AMI) for the county and size of household based on the most recently published data by HUD • Households that qualify for certain federal programs: <ul style="list-style-type: none"> Temporary Assistance for Needy Families (TANF) Supplemental Nutrition Assistance Program (SNAP) Free and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) Medicare Part D Low-income Subsidies Supplemental Security Income (SSI) Section 8 Vouchers Low-Income Home Energy Assistance Program (LEAP) Pell Grants Head Start and/or Early Head Start Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) • Households and populations residing in Qualified Census Tracts QCT map: https://www.huduser.gov/portal/sadda/sadda_qct.html?locate=08013060800 • Households receiving services provided by Tribal governments 	<ul style="list-style-type: none"> • Low- or-moderate income households or populations Tool to determine: https://home.treasury.gov/system/files/136/SLFRF-LMI-tool.xlsx, click on CO, columns AS-AZ based on household size Definition: Moderate income is <ul style="list-style-type: none"> (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the Dept of Health and Human Services or (ii) income at or below 65 percent of the Area Median Income (AMI) for the county and size of household based on the most recently published data by HUD • Households that experienced unemployment during the pandemic • Households that experienced increased food or housing insecurity during the pandemic • Households that qualify for certain federal programs: <ul style="list-style-type: none"> Children's Health Insurance Program (CHIP) Childcare Subsidies through the Child Care and Development Fund (CCDF) Program – <i>called CCAP</i> Medicaid • Households or populations that experienced a negative economic impact of the pandemic other than those listed above <i>and will attest to the following:</i> "I attest that I have experienced an economic loss due to the COVID-19 pandemic, such as lost or adverse changes in employment, increased food or housing insecurity, was formerly incarcerated, had to withdraw from college after March 13, 2020, or suffered another form of economic loss."



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.gov

SUBMITTAL SECTION

The proposer’s attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the PROPOSAL.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE: Proposer will check each box indicating compliance:

INCLUDED	ITEM
	Cover Sheet (includes title of project; funding amount; name, address, and email of the Lead Applicant and Sub-applicants (if applicable))
	Project Narrative, with answers to all prompts in Cover Sheet and Project Narrative section above
	Describe the role and qualifications of key personnel that will directly be providing the program you propose to offer (included in Project Narrative).
	Technical Checklist
	Proposal Package Checklist
	State your compliance with the Terms and Conditions in the Sample Contract and SLFRF Addendum contained in this RFP. Specifically list any deviations and provide justification for each deviation (included in Project Narrative).
	Project Budget (Innovation Grant Budget)
	Three Letters of Support (requested in Project Narrative)
	Insurance Certificate
	W-9
	Sustainability Questionnaire
	SAM.gov Registration (instructions attached)
	Signature Page

THIS QUESTION MUST BE ANSWERED AS PART OF YOUR BID PACKAGE: Proposer will answer Yes or No indicating compliance:

YES OR NO	ITEM
	Do you customarily keep line-item pricing information, such as the information being submitted with this proposal, confidential or closely-held?



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EVALUATION CRITERIA

The proposals will be reviewed by a selection committee. The committee may request additional information from potential grant recipients or request interviews with one or more potential grant recipients. Final evaluation and selection may be based on, but is not limited to, any or all of the following categories (as described in detail above).

A scoring matrix with the order and priority of criteria to be used by the county in its evaluation and selection process is shown below. The evaluation of projects will be based on both Yes/No answers as well as points. Projects that are deemed ineligible based on the Yes/No answers will not be reviewed using the points system.

Category Description	Yes/No	Points
Eligible Uses	x	15
Related and Reasonably Proportional	x	15
Negative Impact or Economic Harm of COVID-19	x	15
Intended Participants	x	15
Duplication of Benefits	x	
Equity		15
Partnerships		5
Sustainability		5
Governance		5
Proposed Budget		10
Total Possible		100

The Workforce Innovation Grant Program is being supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury. This includes funding appropriated to the Colorado Workforce Development Council through HB21-1264.



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SUSTAINABILITY QUESTIONNAIRE

Company Name: _____ Date: _____

This questionnaire is applicable to firms that provide services as well as those that provide goods. Please answer the questions to the best of your ability.

1. What sustainability certifications does your business have? Please check the items that apply:

- B-Corp
- Green Business Bureau
- Fair Trade USA
- Green C Certification
- None
- Other - describe any other certifications your company has related to sustainability.

2. Does your company have a sustainability vision/commitment/values statement or policy? Please check the items that apply:

- Our sustainability statement/policy describes our company's sustainability initiatives.
- We have formed an oversight committee to ensure the success of our sustainability policy.
- Our sustainability statement/policy describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability.
- We are currently in the process of developing a sustainability statement/policy consistent with a commitment to promote environmental, economic, and social sustainability.
- None
- Other - Provide (or supply a link) your company's sustainability statement/policy.

3. What policies are in place to monitor and manage your supply chain regarding sustainability issues? Please select all that apply:

- We apply sustainability criteria when making purchasing decisions.
- We partner with suppliers who share in our sustainability commitment and/or work with them to reduce the impact to the environment of our resource needs as well as improve worker conditions.
- We purchase "green" (i.e. recyclable, reusable, non-toxic, compostable, fair trade and made from 100% post-consumer recycled materials) supplies, products, and materials.
- We specify locally manufactured products in procuring goods.
- We specify products that use the Electronic Products Environmental Assessment Tool (EPEAT) standards in procuring goods.
- None.
- Other – describe other ways your company monitors and manages your supply chain concerning environmental issues.

4. Does your company promote sustainable transportation in its operations? Please select all that apply:

- We own, rent, or lease electric fleet vehicles.
- We own, rent, or lease hybrid or natural gas fueled fleet vehicles.
- We encourage carpooling, public transportation, and using other alternative modes of transportation.
- We subsidize public transportation for employees.
- We have an established Green Transportation Plan (must describe below).
- We are developing a Green Transportation Plan (must describe below).
- We offer flexible hours, telecommuting, or a compressed work week.
- We utilize teleconference, video conference, WebEx or GoTo Meetings (or other similar conferencing services).
- None
- Other – describe other ways your company promotes sustainable transportation. If applicable, use this space to describe your company's Green Transportation Plan (whether existing or in development).

5. What does your company do to minimize the environmental impacts associated with shipping? Please check the items that apply:

- We have established company policies and procedures that minimize the need for shipping in the first place (must describe below).
- We combine deliveries with customer visits.
- We consolidate deliveries.
- We use bike couriers for local delivery.
- We utilize electronic communications and electronic transfer of documents, such as e-mail, fax and Portable Document Format (PDF).
- We specify products that can be purchased locally within a 500-mile radius of the delivery location in procuring goods.
- We are currently evaluating what the company can do to minimize the environmental impacts associated with shipping (must describe below; no additional points awarded for providing this description).
- Our packaging/shipping materials are reusable.
- Our packaging/shipping materials are made from 100% post-consumer recycled materials.
- N/A
- Other – describe what your company does to minimize the environmental costs associated with shipping. If applicable, use this space to provide required description(s).

6. Has your company ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, my company HAS NOT been cited for non-compliance regarding an environmental or safety issue.
- Yes, my company HAS been cited for non-compliance of an environmental or safety issue.
- N/A State the reason, date and outcome of the citation:

7. What programs do you have, either in place or currently being planned, to promote resource efficiency? Examples include energy or waste audit programs. Please check the items that apply:

- We have an established zero waste program.
- We utilize a facilities energy management system.
- We have adopted a climate action plan.
- We have a water conservation program.
- We have formed a sustainability committee to identify sustainable solutions for our company.
- We are a member of various sustainability organizations.

- We are recognized by peers and environmental organizations for providing leadership in Sustainability.
- None
- Other - what other programs do you have in place or planned for promoting resource Efficiency?

8. If your business's proposal involves the provision of a product, does the manufacturer of the product, whether your business or an outside entity, have a sustainability policy statement? Please check the item that applies:

- No, the manufacturer of the product that I am proposing DOES NOT have a sustainability policy statement.
- Yes, the manufacturer of the product that I am proposing HAS a sustainability policy statement.
- Not applicable.

Provide Sustainability Policy Statement:

9. If your business's proposal involves the provision of a product, has the manufacturer of the product, whether your business or an outside entity, ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, the manufacturer of the product that I am proposing HAS NOT been cited for noncompliance regarding an environmental or safety issue.
- Yes, the manufacturer of the product that I am proposing HAS been cited for noncompliance regarding an environmental or safety issue.
- Not applicable.

Provide reason, date and outcome of the citation:

10. If your business's bid/proposal involves the provision of a product, has an environmental life-cycle analysis of the product that you are proposing been conducted by a certified testing organization, such as Green Seal, Energy Star, and Cradle to Cradle? Please check the item that applies.

- No, an environmental life-cycle analysis of the product that I am bidding/proposing HAS NOT been conducted by a certified testing organization, such as Green Seal.
- Yes, an environmental life-cycle analysis of the product that I am bidding/proposing HAS been conducted by a certified testing organization, such as Green Seal.
- Not applicable.

Provide certification:



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SIGNATURE PAGE

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name, Title, and Email Address of Person Authorized to Contract with Boulder County	
Company Address	
Company Phone Number	
Company Website	

By signing below, I certify that:

I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

(Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

**Signature of Person Authorized to Bid on
 Company's Behalf**

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.

BOULDER COUNTY SAMPLE CONTRACT

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Community Services Department ("County") and [Subrecipient] ("Subrecipient"). County and Subrecipient are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation into Contract:** The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract. The Addendum and its Exhibits are incorporated into this Contract.
2. **Work to be Performed:** Subrecipient will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Subrecipient will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.
3. **Term of Contract:** The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.
4. **Payment for Work Performed:** In consideration of the Work performed by Subrecipient, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Subrecipient in accordance with the **Contract Documents**.
5. **Invoicing:** Subrecipient will promptly provide a copy of its Form W-9 and invoice template to County upon request. Subrecipient must submit an invoice to the County by the fifteenth (15th) day of the month for completion of any Work performed in the prior calendar month. All invoices submitted require the following components: Subrecipient's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Subrecipient must send all completed invoices to the **Invoice Contact** in the **Details Summary**. County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Subrecipient's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.
6. **Extra Time to Complete the Work (Additional Time only):** If Subrecipient cannot complete the Work by the **Expiration Date**, Subrecipient may request extra time to complete the Work. County, in its sole discretion, may grant Subrecipient additional time to complete the Work by sending a written notice of extension to Subrecipient. An extension of time to complete the Work does not entitle Subrecipient to additional compensation from County.
7. **Extension of Contract Term (Additional Time and Work):** Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Subrecipient will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Subrecipient must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. **Schedule of Work:** County may designate the hours (on a daily or weekly basis) during which Subrecipient may perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Subrecipient will otherwise set its own work schedule.

9. **Indemnity:** Subrecipient will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Subrecipient, its employees, agents, representatives or other persons acting under Subrecipient's direction or control in performing or failing to perform the Work under this Contract. Subrecipient will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Subrecipient, its employees, agents or representatives, or other persons acting under Subrecipient's direction or control. This indemnification obligation will extend to claims based on Subrecipient's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Subrecipient under any circumstances. Subrecipient's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. **Nondiscrimination:** Subrecipient will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, *et seq.*, as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Subrecipient must require that its sub-Subrecipients or contractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. **Information and Reports:** Subrecipient will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Subrecipient will permit access to such representatives to Subrecipient's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Subrecipient, Subrecipient must so certify to the County and explain what efforts it has made to obtain the information.

12. **Independent Contractor:** **Subrecipient is an independent contractor for all purposes in performing the Work. None of Subrecipient, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Subrecipient or Subrecipient's employees. As an independent contractor, Subrecipient is responsible for employing and directing such personnel and agents as it requires to perform the Work. Subrecipient will exercise complete authority over its personnel and agents and will be fully responsible for their actions.**

13. **Termination**

a. **Breach:** Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Subrecipient, or the appointment of a receiver or similar officer for Subrecipient or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

b. **Non-Appropriation:** The other provisions of this Contract notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to Subrecipient beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe

that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Subrecipient.

c. Convenience: In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Subrecipient.

14. Subrecipient Obligations upon Termination or Expiration: By the **Expiration Date** or effective date of termination, if earlier, Subrecipient must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Subrecipient, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the Expiration Date or the effective date of termination, if earlier, will be deemed abandoned by Subrecipient.

15. Payable Costs in Event of Early Termination: If County terminates this Contract before the **Expiration Date**, Subrecipient's payments (and any damages associated with any lawsuit brought by Subrecipient) are limited to only (1) payment for Work satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Subrecipient incurred in connection with performing the Work prior to delivery of the notice to terminate. Subrecipient explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages.

16. Remedies for Non-Performance: If Subrecipient fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies (in addition to any other remedies provided by law or in this Contract), which shall survive expiration or termination of this Contract:

a. Suspend Performance: County may require that Subrecipient suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Subrecipient to an increase in compensation or extension of the performance schedule. Subrecipient must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. Withhold Payment Pending Corrections: County may permit Subrecipient to correct any rejected Work at the County's discretion. Upon County's request, Subrecipient must correct rejected work at Subrecipient's sole expense within the time frame established by the County. Upon full and final completion of the corrections satisfactory to the County, County will remit payment to Subrecipient.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Subrecipient otherwise fails to provide or fully and finally complete, as determined by the County in its sole discretion. Upon County request, Subrecipient will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. Removal: Upon County's request, Subrecipient will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Subrecipient may not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Subrecipient's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Subrecipient upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.
21. No Suspension or Debarment: Subrecipient certifies, and warrants for the Contract Term, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Subrecipient shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.
22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.
23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Subrecipient without the prior written consent of the County. If Subrecipient subcontracts any of its obligations under this Contract, Subrecipient will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.
24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.
25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.
26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.
27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.
28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.
29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.
30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
31. Representations and Warranties: Subrecipient represents and warrants the following:
- a. Execution of this Contract and performance thereof is within Subrecipient's duly authorized powers;
 - b. The individual executing this Contract is authorized to do so by Subrecipient;
 - c. Subrecipient is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Subrecipient; and
 - d. Subrecipient and its subrecipients or subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

32. Legal Compliance: Subrecipient assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Subrecipient is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Subrecipient's performance, such as plans, designs, or other Subrecipient-drafted documents, shall not be interpreted to mean that Subrecipient has satisfied its obligations under this Section.
33. Litigation Reporting: Subrecipient is not currently involved in any action before a court or other administrative decision-making body that could affect Subrecipient's ability to perform the Work. Subrecipient will promptly notify the County if Subrecipient is served with a pleading or other document in connection with any such action.
34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Subrecipient shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Subrecipient. County shall provide its tax exemption status information to Subrecipient upon request.
35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.
36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Subrecipient pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Subrecipient unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.
37. Publicity Releases: Subrecipient will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.
38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.
39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Subrecipient may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Subrecipient shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Subrecipient is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Subrecipient may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.
40. Sustainability: County encourages Subrecipient to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Subrecipient to incorporate the following actions into Subrecipient's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO SUBRECIPIENT FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO SUBRECIPIENT. ANY CONTRACTUAL LANGUAGE LIMITING SUBRECIPIENT'S LIABILITY SHALL BE VOID.

42. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

43. Insurance: Prior to commencing the Work, Subrecipient will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this Section. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Subrecipient will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

a. Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

b. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Subrecipient or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

c. Insurance Obligations of County: County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

d. Deductible: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Subrecipient.

e. Primacy of Coverage: Coverage required of Subrecipient and its subrecipients or subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

f. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Subrecipient as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

g. Requirements: For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Subrecipient shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Subrecipient has assumed under this Contract:

Commercial General Liability

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

Workers' Compensation and Employer's Liability

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

44. Special Provisions.

- a. Grant Agreement Compliance: Subrecipient acknowledges that it is performing the Work on behalf of the County pursuant to an agreement between Boulder County and Colorado Workforce Development Council dated July 1, 2021 (as amended), and all exhibits thereto, incorporated into this Contract as Exhibit B (the "Grant Agreement"). The Parties agree that all requirements of the Grant Agreement are included in and incorporated into this Contract. Subrecipient shall perform the Work in accordance with the Grant Agreement and shall otherwise comply with all the requirements of the Grant Agreement. By executing this Contract, Subrecipient certifies that it understands and shall perform all of its obligations under the Grant Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of Subrecipient	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
<p>↓↓<i>For Board-signed documents only</i>↓↓</p>			
Attest:		<i>Initials</i>	
Attestor Name:			
Attestor Title:			

**ADDENDUM TO CONTRACT
FEDERAL SUBAWARD REQUIREMENTS**

COVER PAGE

Agency Boulder County – Community Services/Workforce	
Subrecipient [To Come]	Contract Performance Beginning Date The later of the Effective Date or Month Day, Year
UEI/SAMS Number: [To Come]	Contract Expiration Date December 31, 2024
Amount of Federal Funds Obligated by this Contract: \$[To Come]	Fund Expenditure End Date December 31, 2024
Contract Purpose This Addendum adds SLFRF compliance and reporting requirements to this Contract.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> 1. Exhibit A, Scope of Work 2. Exhibit B, Grant Agreement 3. Exhibit C, Budget 4. Exhibit D, Federal Provisions 5. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds 6. Exhibit F, SLFRF Subrecipient Quarterly Report 7. Exhibit G, SLFRF Reporting Modification Form 8. Exhibit H, PII Certification 9. Exhibit I, HIPAA BAA <p>In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 10. Exhibit I, HIPAA BAA 11. Exhibit D, Federal Provisions 12. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds 13. The provisions of the other sections of the main body of this Contract. 14. Exhibit B, Grant Agreement 15. Exhibit A, Scope of Work 16. Exhibit H, PII Certification 17. Exhibit C, Budget 18. Exhibit F, SLFRF Subrecipient Quarterly Report 19. Exhibit G, SLFRF Reporting Modification Form 	
Principal Representatives For Boulder County: [Name] Workforce Boulder County PO Box 471 Boulder, CO 80306 [Email]	For Grantee: [Name] [Name] [Address] [Address] [email]

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 of the Agreement.

This is an addendum to the **Contract, RFP 7271-21** (the “Contract”) between **[To Come]** (“Subrecipient”), and **Boulder County** (the “County”).

A Federal award, as defined in 2 C.F.R. § 200.1, is being used to fund the Contract. Accordingly, the parties acknowledge that the above-referenced contract is subject to applicable provisions of 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other federal requirements identified in the award terms, assistance listing, and any other related federal guidance as any of these requirements may be amended. To the extent federal requirements are not included below or in the event of a conflict between federal guidance and the below, the terms of the federal requirements shall control.

This Addendum is hereby expressly incorporated into the contract between Boulder County and the Subrecipient. Regardless of any conflict of provisions language contained in the Contract, to the extent that the terms of the Contract and this Addendum conflict, the terms of this Addendum shall control.

The following provisions are hereby added and incorporated into the above-referenced Contract:

1. PURPOSE

The purpose of this Addendum is to add SLFRF (State and Local Fiscal Recovery Funds) federal and State of Colorado (the “State”) reporting requirements.

2. MODIFICATIONS

The Contract is modified as follows:

A. The following exhibits are added and incorporated into the Contract.

- i. **Exhibit C, Budget**
- ii. **Exhibit D, Federal Provisions**
- iii. **Exhibit E, Agreement with Subrecipient of Federal Recovery Funds**
- iv. **Exhibit F, SLFRF Subrecipient Quarterly Report**
- v. **Exhibit G, SLFRF Reporting Modification Form**
- vi. **Exhibit H, PII Certification**
- vii. **Exhibit I, HIPAA BAA**

3. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

EXHIBIT A, SCOPE OF WORK

Exhibit D, Federal Provisions

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

- 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “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>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the

fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID Number" means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: sam.gov/content/duns-uei"

3. COMPLIANCE.

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

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

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.

4.2. UEI. Grantee shall provide its UEI number to its Prime Recipient, and shall update Grantee's information in SAM at least annually.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 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. Grantee shall report as set forth below.
 - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the County within three (3) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC1: Public Health

- a. RESERVED

EC2: Negative Economic Impacts

Household Assistance (EC 2.1-2.5)

- a. Description of metrics for disadvantaged communities served.
- b. Measurement of the metric.
- c. Number of households served (by program if recipient establishes multiple separate household assistance programs).

Household Assistance (EC 2.2 & 2.5)

- a. Number of people or households receiving eviction prevention services (including legal representation)
- b. Number of affordable housing units preserved or developed.

Unemployment Benefits or Cash Assistance to Unemployed Workers (EC 2.6)

- a. Measurement of the metric.

Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives) (EC 2.7)

- a. Description of the metrics for disadvantaged communities served.
- b. Measurement of the metric.

Small Business Economic Assistance (EC 2.9)

- a. Description of the metrics for disadvantaged communities served.
- b. Measurement of the metric.
- c. Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)

Aid to Nonprofit Organizations (EC 2.10)

- a. Measurement of the metric.

Other Economic Support (EC 2.13)

- a. Description of the metrics for disadvantaged communities served.
- b. Measurement of the metric.

Rehiring Public Sector Staff (EC 2.14)

- a. Number of FTEs rehired by governments under this authority

Negative Economic Impacts Project-Specific Reporting Requirements (EC2)

- a. Number of workers enrolled in sectoral job training programs
- b. Number of workers completing sectoral job training programs
- c. Number of people participating in summer youth employment programs
- d. Unique requirement(s), if applicable

EC3: Services to Disproportionately Impacted Communities

- a. RESERVED

EC4: Premium Pay

- a. RESERVED

EC5: Infrastructure

- a. RESERVED

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient UEI Number;

- 8.1.2.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
 - 8.1.2.3. Subrecipient parent's organization UEI Number;
 - 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
- 8.1.3.1. Subrecipient's UEI Number as registered in SAM.
 - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
 - 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is only applicable to EC 1.1, 1.2, 2.1, 2.2, 2.3, 2.4, 2.5, 2.7, 2.9, 2.13, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15, and 3.16.
 - 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is only applicable to EC 1.4, 1.10, 1.11, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.9, 2.10, 2.13, 3.1, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, and 3.16.
 - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the negative economic impacts of COVID-19. This requirement is only applicable to EC 2.1, 2.2, 2.3, 2.4, 2.5, 2.9, 2.11, and 2.12. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
 - 8.1.3.6. RESERVED
 - 8.1.3.7. RESERVED
 - 8.1.3.8. RESERVED
 - 8.1.3.9. ~~Subrecipient~~ Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by

the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.10. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over \$10 million:

8.1.3.10.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.10.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.10.3. Whether the project prioritizes local hires.

8.1.3.10.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.3.11.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this Contract is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit G – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Contracts and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

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

11. SINGLE AUDIT REQUIREMENTS.

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

12. GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all agreements or Contractors of Subcontractors entered into by it pursuant to this Contract.
 - 12.1.1. RESERVED.
 - 12.1.2. RESERVED
 - 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a Contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a “State of Colorado Agreement with Recipient of Federal Recovery Funds” Certification Form in Exhibit E and submit to the County with the signed Contract.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

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

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

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

Exhibit E, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State’s separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization’s obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via Exhibit G – Reporting Modification Form.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

- a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or

activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
 - a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in

Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If

Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.
11. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT F, SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1 The information required by SLFRF Subrecipient Quarterly Report Workbook must be submitted to the County within three (3) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab).

EXHIBIT H-PII CERTIFICATION

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

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: _____
Printed Name: _____
Date: _____

EXHIBIT H-PII CERTIFICATION

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

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

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

Signature: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT I - HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) between the County and Subrecipient is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the County is referred to as “Covered Entity” and the Subrecipient is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

1. Purpose

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information (“PHI”). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) enacted under the American Recovery and Reinvestment Act of 2009 (“ARRA”) Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and all other applicable laws and regulations, all as may be amended.

2. Definitions

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. The following terms used in this Agreement shall have the meanings set forth below:

- a. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. Obligations and Activities of Business Associate

- a. Permitted Uses and Disclosures.
 - i. Business Associate shall use and disclose PHI only to accomplish Business Associate’s obligations under the Contract.

- i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
 - ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
 - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
 - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
 - iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.
- b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).
- c. Impermissible Uses and Disclosures.
 - i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
 - ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.
- d. Business Associate's Subcontractors.
 - i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
 - ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

- iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.
- f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.
 - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
 - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.
 - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522;
or
 - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
 - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
 - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.
- k. Audit, Inspection and Enforcement.
 - i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
 - ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.
- l. Appropriate Safeguards.
 - i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
 - ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
 - iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
 - iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.
- m. Safeguard During Transmission.
 - i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.
- n. Reporting of Improper Use or Disclosure and Notification of Breach.
- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
 - ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
 - iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
 - iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.
- o. Business Associate's Insurance and Notification Costs.
- i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
 - A. loss of PHI data;
 - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
 - ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
 - iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
 - iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

p. Subcontractors and Breaches.

- i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.
- ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

q. Data Ownership.

- i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
- ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

- r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. **Obligations of Covered Entity**

- a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes.
 - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
 - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. Termination

a. Breach.

- i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
- ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

b. Effect of Termination.

- i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
- ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
- iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. Injunctive Relief

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. Limitation of Liability

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. Certification

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. Amendment

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
 - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.
 - iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
 - iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
 - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of

PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

- b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. Assistance in Litigation or Administrative Proceedings

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. Interpretation and Order of Precedence

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. Survival

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

1. Purpose

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as “Reserved” shall be construed as setting forth no additional terms.

2. Additional Terms

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
 - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
 - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
 - i. Reserved.
- d. Definition of Receipt of PHI. Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
 - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
 - i. Reserved.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:
 - i. Reserved.

Policy Guidance Letter

Access the most recent version here: https://drive.google.com/drive/folders/1aj-1Xo_oJN4HbNNVy3TvUrVZnkb2Vu1W

SAM.gov Instructions

To get started as a new entity with SAM.gov:

https://www.fsd.gov/gsafsd_sp?id=kb_article_view&sysparm_article=KB0058402&sys_kb_id=37db02e91b23e5100ca4a97ae54bc_b88&spa=1

To complete entity validation for existing entities (if SAM.gov account is inactive or if change need to be made to entity information):

https://www.fsd.gov/gsafsd_sp?id=kb_article_view&sysparm_article=KB0060384&sys_kb_id=d34348841b7d19d00ca4a97ae54bc_be1&spa=1