

STATE OF COLORADO GRANT AGREEMENT

COVER PAGES

State Agency Department of Public Safety, Division of Criminal Justice	DCJ Grant Number DCJ Grant Number
Grantee <input type="checkbox"/> The Ute Mountain Ute Tribe <input type="checkbox"/> The Southern Ute Indian Tribe	Grant Amount Federal Award # 20XX-xx-xx-xxxx: \$0.00 Federal Award # 20XX-xx-xx-xxxx: \$0.00 Federal Award # 20XX-xx-xx-xxxx: \$0.00 Federal Award # 20XX-xx-xx-xxxx: \$0.00 Federal Award # 20XX-xx-xx-xxxx: \$0.00 Total Grant Funds Awarded: \$0.00
Grantee DUNS Grantee DUNS Number	Grant Match Amount Required Federal Award # 20XX-xx-xx-xxxx: \$0.00 Federal Award # 20XX-xx-xx-xxxx: \$0.00 Federal Award # 20XX-xx-xx-xxxx: \$0.00 Federal Award # 20XX-xx-xx-xxxx: \$0.00 Federal Award # 20XX-xx-xx-xxxx: \$0.00 Total for all State Fiscal Years: \$0.00
Grant Issuance Date (Start Date) Month Day, Year	Match Percentage Required: 0%
Grant Expiration Date (End Date) Month Day, Year	Grant Description Insert Brief Description of the Grant Agreement
Is this Award for Research and Development (R&D)? Yes or No	The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507.
Grant Authority The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507.	
Agreement Purpose Briefly describe the Agreement's purpose Describe the selection process to address the OSC Competition Policy requirements.	
Grantee is an Indian Tribe <p>Ute Mountain Ute Tribe: The Grantee is a federally recognized Indian tribe that is organized under a constitution, approved by the Secretary of the Interior pursuant to the Indian Reorganization Act of 1934, ch. 576, 48 Stat. 984 (codified as amended and transferred at 25 U.S.C. §§ 5101, et seq.). The Tribal Council (as defined below) is authorized to act for the Grantee by the Tribe's constitution, as amended, adopted by the members of the Ute Mountain Ute Tribe on May 8, 1940, and approved by the Secretary of the Interior on June 6, 1940.</p> <p>Southern Ute Indian Tribe: The Grantee is a federally recognized Indian tribe, organized under a constitution, approved by the Secretary of the Interior on November 4, 1936, pursuant to the Indian Reorganization Act of 1934, ch. 576, 48 Stat. 984 (codified as amended and transferred at 25 U.S.C. §§ 5101, et seq.), and approved as amended on October 1, 1975 and August 27, 1991. The Tribal Council (as defined below) is authorized to act for the Grantee by the Tribe's constitution.</p>	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> 1. Exhibit A1, Sample Option Letter 2. Exhibit A2, Sample Grant Funding Change Letter 3. Exhibit B, Grant Requirements 4. Exhibit C, Special Conditions 5. Exhibit D, Federal Requirements 6. Exhibit E, Statement of Work 7. Exhibit F, Budget <p>In the event of a conflict or inconsistency between this Agreement 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"> 1. Exhibit C, Special Conditions 2. Exhibit D, Federal Requirements 3. The provisions of the other sections of the main body of this Grant 4. Exhibit B, Grant Requirements 5. Exhibit E, Statement of Work 6. Exhibit F, Budget 	

Grantee: [insert]

Project: [insert]

DCJ Grant #: [insert]

Principal Representatives

For the State:

Joe Thome, Director
Division of Criminal Justice
Department of Public Safety
700 Kipling Street, Suite 1000
Denver, Colorado 80215-5897
Joe.Thome@state.co.us

For Grantee:

Name
Company Name
Address
Address
City, State Zip
Email

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Award Office	U.S. Department of Justice (US DOJ), Office of Justice Programs (OJP) / Office on Violence Against Women (OVW) , (insert Office/Bureau if OJP e.g. Bureau of Justice Assistance (BJA))			
Grant Program	insert grant name (e.g. Victims of Crime Act (VOCA))			
CFDA	16.xxx			
Federal Award Number(s)	xxxx-xx-xx-xxxx	xxxx-xx-xx-xxxx	xxxx-xx-xx-xxxx	xxxx-xx-xx-xxxx
Federal Award Date	xx/xx/xxxx	xx/xx/xxxx	xx/xx/xxxx	xx/xx/xxxx
Federal Award End Date *	xx/xx/xxxx	xx/xx/xxxx	xx/xx/xxxx	xx/xx/xxxx
Federal Statutory Authority	Pull Federal Authority from Federal Award Document for THIS funding source. It may vary from year to year.	Pull Federal Authority from Federal Award Document for THIS funding source. It may vary from year to year.	Pull Federal Authority from Federal Award Document for THIS funding source. It may vary from year to year.	Pull Federal Authority from Federal Award Document for THIS funding source. It may vary from year to year.
Total Amount of Federal Award (this is not the amount of this grant agreement)	\$ x,xxx,xxx	\$ x,xxx,xxx	\$ x,xxx,xxx	\$ x,xxx,xxx

* The Federal Award End Date is current at the time of this award. All federal funds are subject to availability as described in §2.E and §5.A below.

Grantee: [insert]
Project: [insert]

DCJ Grant #: [insert]

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

<p style="text-align: center;">GRANTEE</p> <p>The Southern Ute Indian Tribe or The Ute Mountain Ute Tribe</p> <hr/> <p>By: Name & Title of Person Signing for Grantee</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO</p> <p>Jared S. Polis, Governor Department of Public Safety Stan Hilkey, Executive Director</p> <hr/> <p>By: Division of Criminal Justice <input type="checkbox"/> Joe Thome, Director, or <input type="checkbox"/> Debbie Oldenettel, Deputy Director</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <hr/> <p>By: Lyndsay J. Clelland, Contract and Grants Coordinator, Department of Public Safety, Division of Criminal Justice</p> <p>Effective Date: _____</p>	

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Pages for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Pages for this Agreement (the “State”). Grantee and the State agree to the terms and conditions in this Agreement.

2. EFFECTIVE DATE, TERM, AND TERMINATION

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Pages for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.C, or after the Fund Expenditure End Date.

Authorized costs incurred prior to the Effective Date, as provided in §5.A and §5.B below.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Pages for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Pages for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Exhibit A1, Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by **12.A.i.**

i. Method and Content

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a12.A.i.a.**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the Work satisfactorily completed and accepted, as determined by the State, less payments previously made, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed by the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its material obligations in accordance with this Agreement, in whole or in part or in a timely manner or in a manner that a reasonable person would find satisfactory. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in Exhibit E, Budget.
- E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- F. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- H. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.
- I. **"End of Term Extension"** means the time period defined in §2.D.
- J. **"Equipment"** means tangible, nonexpendable property with an acquisition cost of \$5,000 or more and a useful life of more than one year. Software, regardless of cost, is not considered equipment
- K. **"Exhibits"** means the exhibits and attachments included with this Agreement as shown on the Cover Pages for this Agreement.

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- L. **“Extension Term”** means the time period defined in §2.C.
- M. **“Federal Award”** means an award of Federal financial assistance “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- N. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. “Federal Award(s) Applicable to this Grant Award” located on the Cover pages, list the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- O. **“Forms”** are a type of document with various different blank spaces for answers or information to document or request information and attached as exhibits or provided to the Grantee throughout the term of this grant. Forms will be periodically updated, changed, modified, adjusted, transformed, amended, or altered at the discretion of the State and provided to the Grantee to best meet the needs of the information being collected and recorded.
- P. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- Q. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- R. **“Grantee Confidential Information”** means any and all data or information of Grantee or of any affiliated division or entity of the Southern Ute Indian Tribe or Ute Mountain Ute Tribe whose collection, disclosure, protection, and disposition are governed by federal or state privacy laws (e.g., Gramm Leech Bliley Act and the Safeguards Rule, Family Educational Records and Privacy Act, Health Insurance Portability and Accountability Act, Fair Credit Reporting Act, Fair and Accurate Credit Transactions Act, and Payment Card Industry Data Security Standard) and information that is confidential under the Agreement. Grantee Confidential Information includes but is not limited to social security numbers, student records, credit card information, financial and personal information, and other personally identifiable information. Grantee Confidential Information includes both paper and electronic records.
- S. **“Grant Issuance Date”** means the date on which this Agreement is scheduled to start and reimbursement requests can begin once the Agreement is signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.
- T. **“Grants Management System”** or **“GMS”** means any online electronic grant system used to solicit, apply, review, manage, and close out a grant. (Use of a GMS is established by the state agency or division managing the grant funds).
- U. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 et. seq. C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv)

changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

- V. **“Initial Term”** means the time period defined in §2.B.
- W. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- X. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- Y. **“PCI”** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- Z. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501, C.R.S.
- AA. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- BB. **“Program”** means the Grant Program listed in the table “Federal Award(s) Applicable to this Grant Award” located on the Cover pages.
- CC. **“Recipient”** means the State agency shown on the Signature and Cover Pages of this Agreement, for the purposes of this Federal Award.
- DD. **“Reservation”** means the Grantee's reservation.
- EE. **“Services”** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- FF. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- GG. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- HH. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- II. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- JJ. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. The subcontractor provides goods or services for the benefit of the purchaser.
- KK. **“Subgrantee”** means third-parties, if any, engaged by Grantee or Subgrantee to aid in performance of the Work. This establishes a **grant** relationship. The beneficiary, not the purchaser, receives benefit from the work. A subgrantee receiving federal grant funds is also called a subrecipient. There may be multiple tiers of subgrantees/subrecipients and do not include procurement transactions.
- LL. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient.
- MM. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- NN. **“Tribe”** means the Grantee.
- OO. **“Tribal”** means of the Grantee or the Grantee’s.
- PP. **“Tribal Council”** means the Grantee’s governing body or authority.
- QQ. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- RR. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- SS. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE**A. Maximum Amount**

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

B. Payment Procedures**i. Invoices and Payment**

- a. The State shall pay Grantee in the amounts and in accordance with the Cover Pages and the conditions set forth in Exhibit F, Budget.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

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

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

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability in accordance with the applicable provisions of this Agreement. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted up to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

v. Federal Recovery

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

C. Reimbursement of Grantee Costs.

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in **Exhibit F, Budget** and **§5.A** for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and receives written approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit F, Budget**. However, any costs incurred by Grantee prior to the Issuance Date shall not be reimbursed. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable, unless otherwise agreed upon in writing and authorized by the Federal Grant. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
- ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Award within **45** days after the Fund Expenditure End Date shown on the Cover Pages for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold undisbursed funds until all final documentation has been submitted and accepted by the State as substantially complete. If Grantee fails to submit required documentation, Grantee may be prohibited from applying for new grant awards through the State.

F. Matching Funds.

Grantee shall provide Matching Funds as provided in **Exhibit F, Budget**. Grantee shall provide the minimum required Match Amount Required located on the Cover Page; including the appropriation and allocation of cash match, and utilization of in-kind match. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

Grantee shall submit, on a quarterly basis, a written progress report and financial report. Such progress report shall be in accordance with the procedures developed and prescribed by the Division of Criminal Justice (DCJ) Federal Administrative Guide. Progress reports shall be submitted to the State not later than 15 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If the 15th does not fall on a Business Day, the report is due the following Business Day.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Pages for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for

noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

E. Edward Byrne Memorial Justice Assistance Grant (JAG) Accountability Measures

JAG Accountability Measures are utilized to understand the impact of JAG funding as it relates to JAG and the federal Bureau of Justice Assistance's (BJA's) mission. The BJA Performance Measurement Tool supports BJA grantees' ability to identify, collect, and report performance measurement data on activities funded by their award. It is a requirement that every grant awarded through the JAG funds must use the PMT to report quarterly within 15 days of the quarter close date.

F. Victims of Crime Act (VOCA) Federal Performance Reporting

The Grantee agrees to submit performance reports on the performance metrics identified by the Office for Victims of Crime (OVC), and in the time and manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) such information quarterly.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all applicable records, financial statements, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for (the "Record Retention Period") three years from the date of the State's approval of the final 1-A Financial Report. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State or the Federal Awarding Agency to audit, inspect, examine, excerpt, copy and transcribe relevant Grantee records related to this Agreement during the Record Retention Period. Grantee shall make those Grantee records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon reasonable written notice, which shall be at least two Business Days' notice from the State, unless the State determines that a shorter period of notice is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State, including but not limited to the DCJ Federal

Administrative Guide. The Federal Awarding Agency and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee the DCJ Federal Administrative Guide. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement, upon prior written notice to the Grantee. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subgrant with an entity, then the subgrant entered into by Grantee shall contain provisions permitting Grantee, State, Federal Awarding Agency, and the Federal Office of Inspector General to perform all monitoring of that Subgrant in accordance with the Uniform Guidance. Grantee's failure to comply with or correct monitoring findings shall constitute a breach of this Grant Agreement.

D. Final Single Audit Report

Grantee shall promptly submit to the State a copy of any final single audit report in accordance with **Exhibit B, Grant Requirements §1**.

E. Grantee-Confidential Information

If Grantee provides State with confidential information by marking it as confidential information, the applicable CORA exception will apply, that information is considered confidential under CORA and applicable law, and the State shall use its best efforts to keep that information confidential.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall use its best efforts to keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in Writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subgrantees and Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Agreement as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Agreement, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns, Subgrantees or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

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

9. CONFLICTS OF INTEREST**A. Actual Conflicts of Interest**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee, Subgrantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subgrantee and Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State or the Grantee.

A. Workers' Compensation

Workers' compensation insurance as required by applicable law, and employers' liability insurance covering all Grantee, Subgrantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Automobile Liability - Choose an item.

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Protected Information -Choose an item.

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance - Choose an item.

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Additional Insured

The State shall be named as an additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee, Subgrantees and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subgrantee and Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven days of Grantee's receipt of such notice.

J. Subrogation Waiver

All commercial insurance policies secured or maintained by Subgrantees and Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subgrantee and/or Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if Grantee's subgrant and/or subcontract is not in effect as of the Effective

Date, Grantee shall provide to the State certificates showing Subgrantee and/or Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subgrant and/or subcontract. No later than **15** days before the expiration date of Grantee's or any Subgrantee's and/or Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in Breach of Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11**, shall have all of the remedies listed in this section and Agreement. The State may exercise any of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured Breach of Agreement, the State may terminate this Agreement in whole or in part. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders subgrants and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subgrantees or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

The State shall only pay or reimburse Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Despite any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold the amount to Grantee estimated to be the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any reasonable amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, Subgrantees or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other

intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and fails to cure such breach, Grantee, following the notice and cure period in §11, shall have all remedies available under this Agreement and at law and equity. Grantee may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

13. DISPUTE RESOLUTION

A. Initial Nonbinding Mediation

All disputes concerning the performance, interpretation, application, or enforcement of this Agreement that cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for nonbinding mediation.

B. Subsequent Nonbinding Mediation

If the initial nonbinding mediation described in §13.A fails to resolve the dispute within 10 Business Days, all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement including but not limited to claims regarding breach, shall be referred to nonbinding mediation by such mediator as is agreed upon between the Parties. If the Parties fail to agree on a mediator within 15 calendar days of delivery of notice of the dispute, this mediation provision shall no longer apply.

C. Resolution of Controversies

If the initial nonbinding mediation described in §13.A and 13.B fails to resolve the dispute within 10 Business Days, Grantee may submit any alleged Breach of Agreement by the State to the Procurement Official of the State Agency named on the Cover Pages of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Pages for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Pages for this Agreement. If a Party delivers a notice

to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Pages for this Agreement. Either Party may change its Principal Representative or contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a Principal Representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Grantee cannot make any of the assignments required by this section, Grantee hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Grantee grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Grantee that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts and Subgrants

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable laws and regulations and shall be subject to all provisions of this Agreement. All subcontracts or subgrants shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor or Subgrantee in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

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

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable law, rules, and policies. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

- i. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to **Exhibit A1, Sample Option Letter** and **Exhibit A2, Sample Grant Funding Change Letter** to modify the Agreement. If exercised, the provisions of the Option Letter and/or Grant Funding Change Letter shall become part of and be incorporated into the original grant.
- ii. The State may increase or decrease the quantity of goods/services described Exhibit E, Statement of Work and Exhibit F, Budget based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**. Delivery and performance of the goods/service shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original grant.
- iii. The State may modify the goods/services described in **Exhibit E, Statement of Work** and **Exhibit F, Budget**, as long as the change does not change the overall scope of the

approved grant. If the State exercises this option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.

- iv. Changes that do not significantly change the statement of work, and do not change the amount of federal funds awarded do not require formal amendment, but only State prior approval.

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

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

Except for Colorado Information Technology applicable requirements at www.oit.state.co.us/about/policies, despite anything to the contrary in this Agreement, Grantee shall not be subject to any provision included in any terms, conditions, or agreements appearing on the State's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

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

M. Survival of Certain Agreement Terms

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

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee.

The State acknowledges that under Colorado statute, C.R.S. § 39-26-727, effective May 30, 2014, all sales of tangible personal property or services to the Grantee are exempt from all state and local sales or use tax if the vendor is located (i) on the Southern Ute Indian Reservation or Reservation of the Ute Mountain Ute Tribe or (ii) outside of the Southern Ute Indian Reservation or Reservation of the Ute Mountain Ute Tribe but the property or services

is delivered by the vendor and received by the Grantee on the Southern Ute Indian Reservation or Reservation of the Ute Mountain Ute Tribe. Colo. Rev. Stat. § 39-26-727(3)(a) (2014). Products and services to Grantee will be delivered or provided on the Southern Ute Indian Reservation or Reservation of the Ute Mountain Ute Tribe, and as a result, all such products and services delivered under this Grant shall be exempt from state and local sales or use taxes, despite anything in the Grant or otherwise to the contrary. Accordingly, Grantee or providers will not reimburse or pay the State for any sales, use, excise or similar taxes, and any amounts paid as such shall be promptly reimbursed by the State to Grantee.

O. Third-Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

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

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA, except as otherwise provided under CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

T. Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all applicable licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents, Subgrantees and Subcontractors secure and maintain at all times during the term of their employment, agency, Subgrantees or Subcontractor, all applicable license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement. Federal Provisions

Grantee shall comply with all applicable requirements of **Exhibit D, Federal Requirements** at all times during the term of this Grant.

U. Conditions for Entry Onto the Reservation

State employees may enter the Reservation to monitor activities under this Grant, participate in activities funded under this Grant, or to otherwise comply with the State's rights and obligations under this Grant. The State's employees, agents, and subcontractors performing work under this Grant shall be subject to the Tribe's jurisdiction while on the Reservation and shall comply with Tribal law and applicable federal law (including, without limitation,

criminal laws and prohibitions on possession of drugs and alcohol). The State shall advise all such employees, agents, contractors, and subcontractors of the requirements set forth in this section.

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

These Special Provisions apply to all agreements except where noted in italics.

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

Neither the making of this Grant nor any term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of either Party's sovereign immunity including, without limitation, any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., or other applicable law, as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits will be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. If required by law, Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. If required by law, Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by applicable law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Grantee shall comply with all applicable laws, rules, and regulations in effect or hereafter established, including, without limitation, applicable laws of discrimination and unfair employment practices.

F. CHOICE OF LAW.

This Agreement shall be interpreted in accordance with Colorado law. Any provision included or incorporated herein by reference that conflicts with those laws, rules, and regulations shall be null and void.

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

J. ERRONEOUS PAYMENTS.

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other Grants, grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee

shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Agreement is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that Grantee **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Agreement.

Grantee: [insert]
 Project: [insert]

DCJ Grant #: [insert]

EXHIBIT A1, SAMPLE OPTION LETTER

State Agency Department of Public Safety, Division of Criminal Justice	Option Letter Number: Insert the Option Number (e.g. "1" for the first option)	
Grantee This should match original grant agreement unless there has been a legal name change.	Original Grant Number: Insert DCJ grant number	
Agreement Performance Beginning Date (Start Date) The later of the Effective Date or Month Day, Year	Current Agreement Expiration Date (End Date) Month Day, Year	
Agreement Maximum Amount	Grantee Match Amount Required	
Federal Award # 20XX-xx-xx-xxxx: \$0.00	Federal Award # 20XX-xx-xx-xxxx:	\$0.00
Federal Award # 20XX-xx-xx-xxxx: \$0.00	Federal Award # 20XX-xx-xx-xxxx:	\$0.00
Federal Award # 20XX-xx-xx-xxxx: \$0.00	Federal Award # 20XX-xx-xx-xxxx:	\$0.00
Federal Award # 20XX-xx-xx-xxxx: \$0.00	Federal Award # 20XX-xx-xx-xxxx:	\$0.00
Federal Award # 20XX-xx-xx-xxxx: \$0.00	Federal Award # 20XX-xx-xx-xxxx:	\$0.00
Total Grant Funds Awarded: \$0.00	Total Match Required from Grantee:	\$0.00
	Match Percentage Required:	0%

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Grant
- C. Option to change the quantity of Services under the Grant
- D. Option to modify Grant rates
- E. Option to initiate next phase of the Grant

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Grant referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Grant expiration date shown above, at the rates stated in the Original Grant, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Grant referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Grant, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Grant referenced above, the State hereby exercises its option to modify the Grant rates specified in Exhibit/Section Number/Letter. The Grant rates attached to this Option Letter replace the rates in the Original Grant as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Grant referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Grant Maximum Amount:** The Grant Maximum Amount table on the Grant's Signature and Cover Page is hereby deleted and replaced with the Current Grant Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Public Safety, Division of Criminal Justice Stan Hilkey, Executive Director</p> <p>_____ By: Division of Criminal Justice <input type="checkbox"/> Joe Thome, Director, or <input type="checkbox"/> Debbie Oldenettel, Deputy Director</p> <p>Date: _____</p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Lyndsay J. Clelland, Contract and Grants Coordinator, Department of Public Safety, Division of Criminal Justice</p> <p style="text-align: right;">Option Effective Date: _____</p>
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Grantee: [insert]
 Project: [insert]

DCJ Grant #: [insert]

EXHIBIT A2, SAMPLE GRANT FUNDING CHANGE LETTER

State Agency Department of Public Safety, Division of Criminal Justice	Grant Funding Change Letter Number: Insert the Option Number (e.g. "1" for the first option)	
Grantee Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original DCJ Grant Number: DCJ Grant Number	
Agreement Performance Beginning Date (Start Date): The later of the Effective Date or Month Day, Year	Current Agreement Expiration Date (End Date) Month Day, Year	
Agreement Maximum Amount	Grantee Match Amount Required	
Federal Award # 20XX-xx-xx-xxxx: \$0.00	Federal Award # 20XX-xx-xx-xxxx:	\$0.00
Federal Award # 20XX-xx-xx-xxxx: \$0.00	Federal Award # 20XX-xx-xx-xxxx:	\$0.00
Federal Award # 20XX-xx-xx-xxxx: \$0.00	Federal Award # 20XX-xx-xx-xxxx:	\$0.00
Federal Award # 20XX-xx-xx-xxxx: \$0.00	Federal Award # 20XX-xx-xx-xxxx:	\$0.00
Federal Award # 20XX-xx-xx-xxxx: \$0.00	Federal Award # 20XX-xx-xx-xxxx:	\$0.00
Total Grant Funds Awarded: \$0.00	Total Match Required from Grantee:	\$0.00
	Match Percentage Required:	0%

1. GRANT FUNDING CHANGE

In accordance with §Insert Section Number of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

- A. The funding available for this award is Increased/Decreased by \$Amount of Change, because Insert Reason For Change.
- B. The total funding available for this grant as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

2. TERMINOLOGY

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

3. NO ORDER FOR WORK

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

4. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or _____, whichever is later.

<p>STATE OF COLORADO Jared S. Polis, Governor Department of Public Safety, Division of Criminal Justice Stan Hilkey, Executive Director</p> <hr style="width: 30%; margin: 10px auto;"/> <p>By: Division of Criminal Justice <input type="checkbox"/> Joe Thome, Director, or <input type="checkbox"/> Debbie Oldenettel, Deputy Director</p> <p>Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Lyndsay J. Clelland, Contract and Grants Coordinator, Department of Public Safety, Division of Criminal Justice</p> <p>Grant Funding Change Letter Effective Date: _____</p>

EXHIBIT B, GRANT REQUIREMENTS

The following terms as used herein shall be construed and interpreted as follows:

1. AUDIT REQUIREMENTS

Grantee's financial information and single audit documents are confidential and may not be released to third parties without Grantee's written consent and may be provided to State employees only on a need-to-know basis. Individuals with access to such information must comply with the applicable grant Agreement terms. Grantee's single audit is completed at the end of its fiscal year (September 30).

A. Due Dates

i. **Project Start:**

The Grantee must submit the most recent audit or financial review, including the corresponding management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

ii. **Project End:**

The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

B. Report/Audit Type:

iii. If your entity expended \$750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.). For purposes of this grant, the Tribe only needs to release the A-133 or grant single audit.

iv. If your entity expends less than \$750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

- a) Grantees that have revenue greater than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit
- b) Grantees that have revenue less than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

C. Report/Audit Costs:

The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

-
- v. does not meet the applicable federal audit or DCJ standards;
 - vi. is not submitted in a timely manner; or,
 - vii. does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

D. Failure to Comply:

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

2. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

- A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.
- B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.
- C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at <http://dcj.state.co.us/home/grants>. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable laws, rules and regulations.

3. PROCUREMENT AND CONTRACTS

- A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over \$5,000 (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.
- B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

4. AWARD CHANGE REQUESTS

- A. Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in **§16.I** in the body of the Contract.

EXHIBIT C, SPECIAL CONDITIONS

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions documents, if checked, are incorporated herein. These documents are located on the DCJ Grants website and may also be obtained from DCJ upon request.

- Insert Applicable Special Conditions Documents (e.g. “2017 Violence Against Women Act (VAWA) Special Conditions”)
- Insert Applicable Special Conditions Documents (e.g. “2016 Violence Against Women Act (VAWA) Special Conditions”)
- Insert Applicable Special Conditions Documents (e.g. “2015 Violence Against Women Act (VAWA) Special Conditions”)
- Insert Applicable Special Conditions Documents (e.g. “2014 Violence Against Women Act (VAWA) Special Conditions”)
- Insert Applicable Special Conditions Documents (e.g. “2013 Violence Against Women Act (VAWA) Special Conditions”)

Additional Program Specific Conditions applicable to this Agreement.

1. Insert program specific special conditions
2. Insert program specific special conditions
3. Insert program specific special conditions
4. Continue as needed

EXHIBIT D, FEDERAL REQUIREMENTS

The following federal requirements are imposed by the Federal sponsoring agency concerning special requirements of law. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

The following federal requirements documents, if checked, are incorporated herein. These documents are located on the DCJ Grants website and may also be obtained from DCJ upon request.

- 2019 Federal Requirements
- 2018 Federal Requirements
- 2017 Federal Requirements
- 2015 & 2016 Federal Requirements
- 2014 Federal Requirements

Grantee: [insert]
Project: [insert]

DCJ Grant #: [insert]

EXHIBIT E, STATEMENT OF WORK

[Insert Statement of work for each grant]

Grantee: [insert]
Project: [insert]

DCJ Grant #: [insert]

EXHIBIT F, BUDGET

[Insert Statement of work for each grant]