



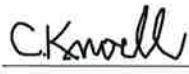
CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Office of Adult, Aging and Disability Services Division of Aging and Adult Services	Original Contract Number 21 IHEA 160188
Contractor: San Juan Basin Area Agency on Aging, Inc. Subcontractor: Archuleta County dba MET Pricing/Funding: Refer to Contract Reimbursement System (CRS) for a breakdown of grant award & budget detail	Amendment Contract Number 23 IHEA 174550
Current Contract Maximum Amount to San Juan Basin Area Agency on Aging Initial Term 09/01/20 to 06/30/21 \$1,549,316.92 Extension Terms State Fiscal Year 2022 \$1,820,622.88 State Fiscal Year 2023 \$1,562,687.00 Total for All State Fiscal Years \$4,932,626.80	Contract Performance Beginning Date July 1, 2022 to June 30, 2023 Current Contract Expiration Date June 30, 2023

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

SUBCONTRACTOR	CONTRACTOR WITH STATE AGENCY
Archuleta County; dba Mountain Express Transit <hr/> Signed By: <hr/> (Print Name) Date: _____	San Juan Basin Area Agency on Aging 10 Burnett Court Suite 302A Durango, CO 81301 970.264.0501 – telephone 970.403.9744 – mobile 888.290.3566 – fax director@sjbaaa.org <div style="text-align: center;">  <hr/> By: Christina Knoell, Executive Director Date: <u>7.14.22</u> </div>

SUBCONTRACTOR agrees to place SJBAAA logo on all promotional materials that may include but are not limited to newsletters, press releases, and any brochures that relate to the services and programs funded by this Contract. Language should read as follows:

“Funding for Older Americans Act Programs is made possible by”

**SAN JUAN BASIN
 AREA AGENCY ON AGING**



The sun setting is no less beautiful than the sun rising

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2022, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

The purpose of this Contract is to provide services for older adults in the Contractor's designated planning and services area as mandated by the Older Americans Act and State Funding for Senior Services. Services include: congregate meals and home delivered meals, transportation, in-home supportive services, caregiver support services, ombudsman services, legal assistance, material aid, and health promotion through evidence-based programs. The distribution and use of funds is approved and monitored by the State Unit on Aging.

This Amendment's purpose is to modify the Statement of Work to clarify that the Legal Services provided through this Contract are prioritized as required by the Older Americans Act. This Amendment will also renew this Contract for an additional term.

5. MODIFICATIONS

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

- A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. The Contract's Exhibit A: Statement of Work, Section III(K)(2), is hereby modified to:

Legal Assistance Services: The Local Legal Assistance Program is established under the oversight of the Office of the Colorado Legal Assistance Developer (CLAD), which operates under a separate contract with the State to provide oversight, technical assistance, and consultation for the Local Legal Assistance providers. The AAA and the Legal Assistance Program will prioritize legal assistance in the form of advice or representation for cases related to income, health care, long-term care, nutrition, housing,

utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination.

With regard to Legal Assistance Programs provided, the Contractor shall:

- a. Establish and maintain an appropriately staffed Legal Assistance Program;
- b. Require local providers to adhere to the requirements within the SUA Policies and Procedures Manual;
- c. Produce timely reports as required by the Office of the CLAD and the State, including the Legal Assistance Tracking Report; and
- d. Work to resolve any issues noted by the CLAD, such as those identified during the CLAD's on-site Evaluation

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

EXHIBIT D-4

BUDGET FUNDING REQUEST CONTRACT

SFY 2023 FUNDING REQUEST

TITLE III & TITLE VII & STATE FUNDING FOR SENIOR SERVICES

SAN JUAN BASIN AREA AGENCY ON AGING, INC.

REGION 9

JULY 1, 2022 TO JUNE 30, 2023

BUDGET FUNDING

FUNDING PART	SFY 21 STATE AND FEDERAL FUNDS	SFY 22 INITIAL STATE AND FEDERAL FUNDS	SFY 22 OPTION LETTER #2 CARRYOVER FROM SFY 21 INCREASE OR DECREASE	TOTAL SFY 22 STATE AND FEDERAL FUNDS OPTION LETTER #2	TOTAL SFY 23 STATE AND FEDERAL FUNDS AMENDMENT #2	GRAND TOTAL SFY 21, SFY 22, AND SFY 23
TITLE III - Part B	\$167,431.00	\$173,643.00	\$19,818.58	\$193,461.58	\$174,884.00	\$535,776.58
TITLE III - Part C1	\$222,689.00	\$231,466.00	\$194,323.38	\$425,789.38	\$229,561.00	\$878,039.38
TITLE III - Part C2	\$116,302.00	\$127,753.00	\$0.00	\$127,753.00	\$133,242.00	\$377,297.00
TITLE III - Part D	\$11,507.00	\$12,456.00	\$0.00	\$12,456.00	\$12,214.00	\$36,177.00
TITLE III - Part E	\$68,764.00	\$74,852.00	\$22,951.76	\$97,803.76	\$76,528.00	\$243,095.76
State E Match	\$4,589.00	\$4,556.00	\$0.00	\$4,556.00	\$4,585.00	\$13,730.00
Federal Admin	\$61,091.00	\$63,142.00	\$25,267.16	\$88,409.16	\$64,925.00	\$214,425.16
TITLE VII - EA	\$989.00	\$863.00	\$0.00	\$863.00	\$883.00	\$2,735.00
TITLE VII - OMB	\$3,276.00	\$2,609.00	\$1,096.00	\$3,705.00	\$4,164.00	\$11,145.00
State Services	\$705,740.08	\$692,646.00	\$0.00	\$692,646.00	\$688,378.00	\$2,086,764.08
State Admin	\$79,026.00	\$76,961.00	\$0.00	\$76,961.00	\$76,486.00	\$232,473.00
State Homestead	\$96,919.00	\$86,597.00	\$0.00	\$86,597.00	\$87,153.00	\$270,669.00
State Homestead Admin	\$10,993.84	\$9,622.00	\$0.00	\$9,622.00	\$9,684.00	\$30,299.84
GRAND TOTAL	\$1,549,316.92	\$1,557,166.00	\$263,456.88	\$1,820,622.88	\$1,562,687.00	\$4,932,626.80



EXHIBIT E-4

Supplemental Provisions for Federal Awards

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

1) Federal Award Identification

- i. Subrecipient: **San Juan Basin Area Agency on Aging, Inc.;**
- ii. Subrecipient DUNS number: **360639777 (UEI number M94WNJTLAKY7);**
- iii. The Federal Award Identification Number (FAIN) is:
 Title III Part B – Supportive Services - 2101COOASS-02; Title III Part C1 – Congregate Meals - 2101COOACM-02; Title III Part C2 – Home Delivered Meals - 2101COOAH-02; Title III Part D – Preventative Health - 2101COOAPH-02; TITLE III Part E - National Family Caregiver Support Program - 2101COOAF-02; Title VII EA – Elder Abuse - 2101COOAEA-02; and Title VII Ombudsman – Ombudsman - 2101COOAO-02
- iv. The Federal award date is October 1, 2020;
- v. The subaward period of performance start date is October 1, 2020 and end date is September 30, 2022;
- vi. Federal Funds available in SFY 2023:

CONTRACT OR FISCAL YEAR	FUNDING PART	AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS CONTRACT	TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT	TOTAL AMOUNT OF THE FEDERAL FUNDS AWARD COMMITTED TO SUBRECIPIENT BY CDHS
09/01/2020 TO 06/30/2022	FEDERAL ADMIN *	\$64,925.00	\$214,425.16	\$214,425.16
09/01/2020 TO 06/30/2022	FEDERAL PART B	\$174,884.00	\$535,776.58	\$535,776.58
09/01/2020 TO 06/30/2022	FEDERAL PART C-1	\$229,561.00	\$878,039.38	\$878,039.38
09/01/2020 TO 06/30/2022	FEDERAL PART C-2	\$133,242.00	\$377,297.00	\$377,297.00
09/01/2020 TO 06/30/2022	FEDERAL PART D	\$12,214.00	\$36,177.00	\$36,177.00
09/01/2020 TO 06/30/2022	FEDERAL PART E	\$76,528.00	\$243,095.76	\$243,095.76
09/01/2020 TO 06/30/2022	FED ELDER ABUSE PREV.	\$883.00	\$2,735.00	\$2,735.00
09/01/2020 TO 06/30/2022	FEDERAL OMBUDSMAN	\$4,164.00	\$11,145.00	\$11,145.00
TOTAL		\$696,401.00	\$2,298,690.88	\$2,298,690.88

*Is comprised of 10% Federal Parts B, C-1, C-2, and E as authorized by the Older American's Act.

- i. Federal award project description: Older Americans Act Title III – Grants for State and Community Programs on Aging and Older Americans Act Title VII – Allotments for Vulnerable Elder Rights Protection Activities;
- ii. The name of the Federal awarding agency is Department of Health and Human Services, Administration for Community Living; the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS); and the contact information for the awarding official is 1-877-614-5533; PMSSupport@psc.gov.
- iii. The Catalog of Federal Domestic Assistance (CFDA) number is:

CONTRACT OR FISCAL YEAR	PROGRAM TITLE	GRANT #	CFDA #
09/01/2020 TO 06/30/2023	TITLE III B SUPPORTIVE SERVICES	2201COOASS-02	93.044
09/01/2020 TO 06/30/2023	TITLE III C1 CONGREGATE MEALS	2201COOACM-02	93.045
09/01/2020 TO 06/30/2023	TITLE III C2 HOME-DELIVERED MEALS	2201COOAHM-02	93.045
09/01/2020 TO 06/30/2023	TITLE III D PREVENTIVE HEALTH	2201COOAPH-02	93.043
09/01/2020 TO 06/30/2023	TITLE III E NFCSP	2201COO AFC-02	93.052
09/01/2020 TO 06/30/2023	TITLE VII ELDER ABUSE PREVENTION	2201COOAEA-02	93.041
09/01/2020 TO 06/30/2023	TITLE VII OMBUDSMAN	2201COOAOM-02	93.042

- x. This award is not for research & development;
 - xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.
- 2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in Exhibit A, Statement of Work.
 - 3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in Exhibit A, Statement of Work.
 - 4) Subrecipient's approved indirect cost rate is **no (0%) indirect rate**.
 - 5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
 - 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 18 of this Exhibit and Exhibit A, Statement of Work.
 - 7) Performance and Final Status. Subrecipient shall submit all financial, performance, and other reports to CDHS no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

1) Matching Funds

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

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

1. DEFINITIONS.

1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

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

1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

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

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and

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

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

1.1.1.2. Award **does not** include:

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

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

1.1.1.2.3. Any award classified for security purposes; or

- 1.1.1.2.1. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.1.2. “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
- 1.1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 1.1.5. “Entity” means:
- 1.1.5.1. If the source of funding is a Grant:
- 1.1.5.1.1. a Non-Federal Entity;
- 1.1.5.1.2. a foreign public entity;
- 1.1.5.1.3. a foreign organization;
- 1.1.5.1.4. a non-profit organization;
- 1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
- 1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);
- 1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
- 1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).
- 1.1.5.2. If the source of funding is not a Grant:
- 1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;
- 1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;
- 1.1.5.3. a foreign public entity;
- 1.1.5.4. a domestic or foreign non-profit organization;
- 1.1.5.5. a domestic or foreign for-profit organization; and
- 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7. If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.

- 1.1.1. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.2. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.3. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 1.1.3.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 1.1.3.2. Is not organized primarily for profit; and
 - 1.1.3.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.4. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.5. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.6. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.7. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.8. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.9. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.10. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.11. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
 - 1.1.11.1. Salary and bonus;
 - 1.1.11.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.1.11.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.1.11.4. Change in present value of defined benefit and actuarial pension plans;

- 1.1.11.1. Above-market earnings on deferred compensation which is not tax-qualified;
- 1.1.11.2. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.12. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.13. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.1.14. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

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

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

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

4. TOTAL COMPENSATION.

- 4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and
 - 4.1.2. In the preceding fiscal year, Contractor/Grantee received:
 - 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

- 4.1.2.1. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and
- 4.1.2.2. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. REPORTING.

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

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

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

7. SUBRECIPIENT REPORTING REQUIREMENTS.

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

- 7.1.1.1. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
 - 7.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. PROCUREMENT STANDARDS.

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

9. ACCESS TO RECORDS.

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

10. SINGLE AUDIT REQUIREMENTS.

- 10.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
- 10.2. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

- 10.2.1. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 10.2.2. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.
 - 11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
 - 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of “funding agreement”/ “funding Contract” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,”/“funding Contract”, the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
 - 11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
 - 11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- 11.1.1. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.1.2. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.1.3. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

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

14. EVENT OF DEFAULT AND TERMINATION.

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

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

EXHIBIT END