

NON-PROCUREMENT DOCUMENTS ONLY  
ROUTE THROUGH DOCUSIGN – NOT ORACLE

## ROUTING COVER SHEET

<b>Document Details</b>	
<b>Document Type</b>	Grant Agreement
<b>Parties</b>	
<b>County Contact Information</b>	
Boulder County Legal Entity	Boulder County
Department	Community Services Department
Division/Program	Workforce
Mailing Address	P.O. Box 471, Boulder, CO 80306
Contract Contact – <i>Name, email</i>	Sara Miller, <a href="mailto:smiller@bouldercounty.gov">smiller@bouldercounty.gov</a>
Invoice Contact – <i>Name, email</i>	Pam Mueller, <a href="mailto:csap@bouldercounty.gov">csap@bouldercounty.gov</a>
<b>Other Party Contact Information</b>	
Name	Saint Vrain Valley School District
Mailing Address	395 South Pratt Parkway, Longmont, CO 80501
Contact 1 – <i>Name, title, email</i>	Diane Lauer, Ed.D, <a href="mailto:lauer_diane@svvdsd.org">lauer_diane@svvdsd.org</a>
<b>Term</b>	
Start Date	7/1/2023
Expiration Date	6/30/2024
<b>Brief Description of Work/Services Provided</b>	
Workforce Boulder County is partnering with Saint Vrain Valley School District (SVVSD) by supporting graduates to provide career coaching and job search through Opportunity Now.	
<b>Revenue Contract/Lease Details</b>	
Amount	\$422,978
Fixed Price or Not-to-Exceed?	Not-to-Exceed
<b>Grant Details</b>	
Award # (if any)	N/A
Signature Deadline	9/1/2023
Project/Program Name	Opportunity Now
Project/Program Start Date	7/1/2023
Project/Program End Date	6/30/2026
Capital or Operating?	Operating
<b>Grant Funding</b>	
Amount: Federal Funds	422,978
Amount: State Funds	
Amount: Other (specify)	
Amount: Match (dollars)	
Amount: Match (in-kind)	
<b>Total Project Budget</b>	
Account String	
<b>Federally Funded Grants</b>	
Federal Program Name	Opportunity Now
CFDA #	ALN 21.027
<b>Subrecipients</b>	
Name(s)	Boulder County

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Services to be Provided	supporting graduates to provide career coaching and job search.
Subaward Amount	\$422,978
<b>Subcontractors</b>	
Name(s)	N/A
Services to be Provided	
Subcontract Amount	
<b>File Net Contract Details</b> - Details should precisely match search variables in File Net (Only required where Original Agreement is stored in File Net)	
Other Party Name	
Start Date	
End Date	
Amount	
<b>Notes</b> Additional information not included above	

**DocuSign Approvals (Initials):** Drop **initial tags** for each of the required approvers below

APG \_\_\_\_\_ **Paralegal** [ONLY FOR: Revenue Contracts]

*Use email: CAParalegalsDTC@bouldercounty.org*

\_\_\_\_\_ **County Attorney** [ONLY FOR: Revenue Contracts, Leases, Grant Documents]

*Use email: ca@bouldercounty.org*

\_\_\_\_\_ **Risk Management** [ONLY FOR: Leases]

*Use email: mtusinski@bouldercounty.org*

BM \_\_\_\_\_ **Finance** [ONLY FOR: Leases, Grant Documents]

*Use email: bmccarthy@bouldercounty.org*

RB \_\_\_\_\_ **EO/DH** [ONLY FOR: BOCC-Signed Documents]

## **OPPORTUNITY NOW GRANT SUBCONTRACTOR AGREEMENT**

THIS OPPORTUNITY NOW GRANT SUBCONTRACTOR AGREEMENT (“Agreement”) is entered into this day of \_\_\_\_\_, 2023, by and between St. Vrain Valley School District RE-1J (“SVVSD” or “Grantee”) and the Board of Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Community Services Department and Workforce Boulder County (“WfBC” or “Subcontractor”). Each party may be referred to herein individually as a “Party”, and collectively as the “Parties”.

### **RECITALS**

Grantee submitted an application to the Colorado Office of Economic Development and International Trade (“COEDIT”) for an Opportunity Now Grant, which is part of the State’s Regional Talent Development Initiatives program created by House Bill 22-1350, and federally funded by the American Rescue Plan Act of 2021, (“Opportunity Now Grant”); and

Grantee learned from the COEDIT on or about May 5, 2022 that Grantee was awarded a \$7,000,000 Opportunity Now Grant; and

In communicating the Opportunity Now Grant award, the COEDIT sent the Grantee the Grant Award Letter Summary of Grant Award Terms and Conditions, which includes Exhibits A-I (the “Grant Award Letter”), and which outlined the terms and conditions for receipt of the Opportunity Now Grant, and the distribution and accountability requirements for the grant funds; and

Subcontractor will work with graduates to provide career coaching, job search support, internship support, and other services as set forth in and consistent with the terms of the Grant Award Letter; and

The Parties desire to enter into this Agreement to confirm their commitment to the success of the Opportunity Now Grant and to set forth the details of their relationship consistent with the Grant Award Letter.

### **AGREEMENT**

In consideration of the mutual covenants below, and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree to the following terms:

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made a part of this Agreement.
2. Incorporation of the Grant Award Letter. Exhibits A-I of the Grant Award Letter are attached hereto as Exhibit A; the terms of which are hereby incorporated into this Agreement.

3. Defined Terms. The definitions set forth in the Grant Award Letter shall have the same meanings in this Agreement as in the Grant Award Letter except that “Work” means only that Work identified in the Statement of Work to be performed specifically by WfBC.

4. Grant Recipient. SVVSD is the "Grant Recipient" or "Grantee" as defined in the Grant Award Letter.

5. Subcontractor. WfBC is a "Subcontractor" as defined in the Grant Award Letter.

6. Grant Award Letter is Binding. The Parties hereby agree to the terms and conditions set forth in the Grant Award Letter. The Grant Award Letter, including all exhibits and attachments thereto, is hereby binding upon each of the Parties to this Agreement. Each Party's rights and responsibilities in the Opportunity Now Grant shall flow from the Grant Award Letter. Subcontractor will abide by all terms and conditions set forth in the Grant Award letter but only to the extent that such terms and conditions apply to WfBC's role in performing the Work.

7. Statement of Work. Subcontractor agrees to perform the Work set forth in the Statement of Work provided in the Grant Award Letter.

a. Payments to Subcontractor. Grantee shall, in accordance with the provisions of the Grant Award Letter, distribute Grant proceeds to the Subcontractor in the following method:

i. Subcontractor shall submit a Verified Grant Reimbursement form with all corresponding backup information no later than the tenth (10th) of the month following the applicable prior month's reimbursement period;

ii. Subcontractor shall only be required to submit a Verified Grant Reimbursement quarterly if they incurred no expenses within a given month, or should they prefer to carry expenses for a quarter rather than being reimbursed on a monthly basis;

iii. Grantee will verify that the reimbursement request is supported, and the amounts requested are reimbursable costs pursuant to the Grant Award Letter; and

iv. Grantee will reimburse allowable costs to the Subcontractor within 15 days of Grantee's receipt of the Grant funds.

b. Limitation of Payments. No monies beyond those received by Grantee as set forth in the Grant Award Letter will be distributed. Subcontractor shall not request costs that are not allowed under the Grant Award Letter, as set forth in the Statement of Work.

8. Erroneous Payments. At Grantee's sole discretion, payments made to Subcontractor

in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Subcontractor, may be recovered from Subcontractor by deduction from subsequent payments under this Grant.

9. Use of Funds. Grant Funds shall be used only for eligible costs identified in the Grant Award Letter and its Exhibits.

10. Supplanting: Grant Funds shall supplement but not supplant existing Subcontractor funds (federal, state, or local).

11. Close Out. The Parties shall close out this Agreement within ninety (90) days after all documentation required by the Grant Award Letter has been submitted to, and accepted by, the State.

12. Reporting. Reports required by the Grant Award Letter shall be made by each Subcontractor in accordance with the Grant Award Letter. Subcontractor agrees to comply with the requested reporting items set forth in the Grant Award Letter. The Grantee shall be responsible for submitting required reports to the COEDIT on behalf of the Grantee and Subcontractor.

13. Performance Management. The Colorado Education Initiative (CEI) will serve as the project's performance manager on behalf of the Grantee and Subcontractor. Subcontractor agrees to participate in all performance management activities, including but not limited to regular meetings and documentation requests.

14. Performance. Progress. Personnel, and Funds. Subcontractor shall submit to Grantee all financial, performance, and other reports as required by the Grant Award Letter thirty (30) days prior to the Grant Expiration Date of June 30, 2026. In addition, all parties shall comply with all reporting requirements of the Grant Award Letter.

15. Litigation Reporting. Within ten (10) days after being served with any pleading in a legal action filed with a court or administrative agency, related to the Grant Award Letter or this Agreement or which may affect any party's ability to perform its obligations hereunder, a party shall notify all Parties of such action and deliver copies of such pleadings to Grantee's principal representative as identified herein.

16. Records. All Parties shall allow inspection and monitoring of the records, documents, communications, notes and other written material and electronic media files required by the Grant Award Letter. All such records will be maintained for a period of seven (7) years.

17. Term and Termination. This Agreement shall be effective as of the date the last Party signs it and shall remain in force and effect until ninety (90) days after June 30, 2026, unless it is sooner terminated in accordance with the provisions of the Grant Award Letter. If necessary, the Parties agree to work together for an extension of the termination date; however, no such extension shall be effective unless it is in writing and signed by all the Parties, subject to the

COEDIT's approval.

18. Primary Contacts. The Primary Contacts for each of the Parties is listed below:

School District	Contact Person	Contact Information
St. Vrain Valley School District RE-1J	Diane Lauer	<a href="mailto:lauer_diane@svvsd.org">lauer_diane@svvsd.org</a>
Workforce Boulder County	Erin Jones	<a href="mailto:epjones@bouldercounty.gov">epjones@bouldercounty.gov</a>

19. Notice. Any notices or other communications required or permitted by this Agreement may be given to the Parties, in writing, by personal service, or by email to the individuals identified in the table above. Delivery shall be deemed accomplished upon personal service, or when the receiving Party responds to an email acknowledging receipt. The Parties may change their addresses and/or email addresses for the purpose of this paragraph by giving notice of such change by personal delivery or acknowledged email communication.

20. No Third-Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

21. Federal Procurement and Monitoring Policies. Subcontractor agrees to adhere to their policies regarding: Federal Procurement; Capital Assets; Suspension and Debarment; and Time and Effort Reporting. If any Subcontractor does not have any of these policies or procedures, they must notify Grantee within thirty (30) days of signing this Agreement and Grantee will provide its policies to Subcontractor. Subcontractor will abide by Grantee's policies. Additionally, if the Subcontractor's auditors have noted any significant deficiencies or material weaknesses from the past two fiscal years' audits, the Subcontractor must notify the Grantee within 30 days and include corrective actions taken to remedy the deficiencies.

22. Independent Contractor Status. The Parties' status shall at all times be that of independent contractors. Under no circumstances shall any Party be considered an employee, joint venturer, or subsidiary of another Party. The Parties will provide and have complete control over all materials, equipment, and labor they deem necessary to perform the work contemplated in this

Agreement.

23. Insurance Requirements. Subcontractor shall maintain at all times during the term of the Opportunity Now Grant such liability insurance, by commercial policy or self- insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S..

24. Assignment. No Party may assign this Agreement, any part hereof, or its duties hereunder, without the express written consent of the other Parties.

25. Amendment. This Agreement may only be amended by a writing signed by the Parties. Course of performance, no matter how long it may continue, shall not constitute an amendment to this Agreement.

26. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and there are no oral or collateral agreements or understandings. Any prior agreements, promises, negotiations or representations related to the subject matter of this Agreement and not expressly set forth herein are of no force and effect.

27. Waiver. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement.

28. Limitation on Damages. This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, any Party or any Party's current or past directors, officers, employees, and volunteers under common law or pursuant to federal or state constitutional, statutory, or common law, including but not limited to, the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

29. Construction of Agreement. If this Agreement, or any portion of it, is for any reason held invalid or unenforceable by any court of competent jurisdiction, all other provisions shall continue in full force and effect.

30. Choice of Law. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement.

31. Non-Appropriation/TABOR. The Parties understand and acknowledge that the Parties are subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, any payment obligation of the Parties is expressly dependent and conditioned upon the continuing availability of funds beyond the term of the current fiscal period ending upon the next succeeding June 30. Financial obligations payable after the current fiscal

year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of either Party, as applicable, and other applicable law. Notwithstanding any other provision of this Agreement concerning termination, upon any Party's failure to appropriate such funds, this Agreement shall automatically terminate.

32. Student Data Privacy §§22-16-101, et seq., C.R.S. The Parties agree that any data given to a Party in order to perform its obligations under the Agreement (i.e., student personally identifiable information, demographic data, financial data, etc. collectively referred to herein as "Confidential Data"), whether provided through electronic transfer or on physical drives, remains the sole property of the originating Party. The receiving Party shall maintain the Confidential Data in the strictest confidence consistent with, and shall comply with, the Colorado Student Transparency and Security Act (in particular § 22-16-108 through 110, C.R.S.), Children's Online Privacy Protection Rule, and the Federal Education Rights and Privacy Act. Any discovery of Confidential Data by a Party in the ordinary course of business shall remain confidential and shall similarly be maintained in a manner consistent with all Colorado and federal laws.

33. Governmental Immunity. No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24- 10-101 et seq. C.R.S.

34. Alternative Dispute Resolution. In the event of any dispute or claim arising under or related to this Agreement, the Parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one Party notifies the other Party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the Parties agree to attempt in good faith to settle such dispute or claim by mediation conducted by the Judicial Arbitrator Group ("JAG") of Denver, Colorado or, if JAG is no longer in existence, or if the Parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within sixty (60) days following either Party's written request therefor. If such dispute or claim is not settled through mediation, then either Party may initiate a civil action in the District Court for Boulder County.

35. Conflict or Inconsistency. In the event of a conflict or inconsistency between this Agreement and the Grant Award Letter and any Exhibits or attachments, the provisions of this Grant Award Letter shall control.

36. Counterparts. This Agreement may be executed in several counterparts and/or by facsimile or electronic pdf, each of which shall be deemed an original and all of which shall constitute one and the same instrument.



[Remainder of Page Intentionally Left Blank; Signatures Appear on the Following Pages.]

IN WITNESS, WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

SIGNED for and on behalf of Boulder County	SIGNED for and on behalf of Contractor
Signature:	Signature: <i>Diane Lauer</i>
Name: Claire Levy	Name: Diane Lauer
Title:	Title: Assistant Superintendent Priority Programs
Date:	Date: September 13, 2023
↓↓ <i>For Board-signed documents only</i> ↓↓	
Attest:	<i>Initials</i>
Attestor Name: Cecilia Lacey	
Attestor Title: Clerk to the Board	



**FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD**

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

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

**SIGNATURE PAGE**

**THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT**

<p style="text-align: center;"><b>GRANTEE</b> St. Vrain Valley School District</p> <p>DocuSigned by: <i>Don Haddad</i></p> <hr/> <p>By: Don Haddad, Ed.D., Superintendent</p> <p>Date: <u>6/29/2023</u></p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor Governor's Office of Economic Development and International Trade Eve Lieberman, Executive Director</p> <hr/> <p>By: OEDIT Representative</p> <p>Date: _____</p>
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In accordance with §24-30-202, C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
By: Jonathon Bray, Controller

Effective Date: \_\_\_\_\_

## 1. GRANT

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

## 2. TERM

### A. Initial Grant Term and Extension

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

### B. Early Termination in the Public Interest

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

### C. Grantee's Termination Under Federal Requirements

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

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Budget**” means the budget for the Work described in Exhibit B.
- B. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- E. “**Grant Expiration Date**” means the Grant Expiration Date shown on the first page of this Intergovernmental Grant Agreement.
- F. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.
- G. “**Grant Issuance Date**” means the Grant Issuance Date shown on the first page of this Intergovernmental Grant Agreement.
- H. “**Exhibits**” exhibits and attachments included with this Grant as shown on the first page of this Grant
- I. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement
- J. “**Federal Award**” means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- K. “**Federal Awarding Agency**” means a Federal agency providing a Federal Award to a Recipient. The US Department of Treasury is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- L. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- M. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- N. “**Initial Term**” means the time period between the Grant Issuance Date and the Grant Expiration Date.
- O. “**Intergovernmental Grant Agreement**” means this Agreement which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

- P. “**Matching Funds**” means the funds provided Grantee as a match required to receive the Grant Funds.
- Q. “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.
- R. “**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.
- S. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. “**PII**” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- T. “**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.
- U. “**Recipient**” means the State Agency shown on the first page of this Intergovernmental Grant Agreement, for the purposes of the Federal Award.
- V. “**Services**” means the services to be performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- W. “**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, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- X. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- Y. “**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.



- Z. **“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.
- AA. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- BB. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- CC. **“Subrecipient”** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- DD. **“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.
- EE. **“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.
- FF. **“Work”** means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.
- GG. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Intergovernmental Grant 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 Intergovernmental Grant Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant 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 Grant that exceeds the Grant Amount for

each State Fiscal Year shown on the first page of this Intergovernmental Grant 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.

**B. Federal Recovery**

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

**C. Reimbursement of Grantee Costs**

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement 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 with written approval from the State. The change shall not modify the total maximum amount of this Intergovernmental Grant Agreement, the maximum amount for any State fiscal year, or modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

**D. Close-Out**

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

**6. REPORTING - NOTIFICATION**

**A. Performance and Final Status**

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

**B. Violations Reporting**

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

## **7. GRANTEE RECORDS**

### **A. Maintenance and Inspection**

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

### **B. Monitoring**

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

### **C. Final Audit Report**

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

## **8. CONFIDENTIAL INFORMATION-STATE RECORDS**

### **A. Confidentiality**

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines.

If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

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

**C. Use, Security, and Retention**

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

**D. Incident Notice and Remediation**

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

**E. Safeguarding PII**

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage

encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit G on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit G shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

## **9. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

## **10. INSURANCE**

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

## **11. REMEDIES**

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

## **12. DISPUTE RESOLUTION**

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in

writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

### **13. NOTICES AND REPRESENTATIVES**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

### **14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

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

### **15. GOVERNMENTAL IMMUNITY**

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

### **16. GENERAL PROVISIONS**

#### **A. Assignment**

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

#### **B. Captions and References**

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant 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.

#### **C. Entire Understanding**

This Intergovernmental Grant 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 Intergovernmental Grant Agreement.

#### **D. Modification**

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

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

Any reference in this Intergovernmental Grant 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 Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Intergovernmental Grant Agreement Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant 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.

K. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

L. Accessibility

- i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

M. Federal Provisions

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



**EXHIBIT A, STATEMENT OF WORK**

- I. Project Description: St. Vrain Valley School District RE-1J, in partnership with Adams 12 Five Star Schools, Weld RE-3J School District, Estes Park School District, Colorado Education Initiative, Workforce Boulder, University of Colorado Denver, and the Boulder Chamber, will implement three comprehensive career pathways in education, advanced manufacturing, and information technology. Pathways are designed to introduce, inspire, train, and place participants into high-wage, high-demand roles in each of the pathways at no cost to participants or their families.

The Colorado Office of Economic Development and International Trade (hereinafter called “OEDIT” or “State”) agrees to award St. Vrain Valley School District RE-1J (hereinafter called “Grantee”). The funds are awarded as a part of HB22-1350 established the Regional Talent Development Initiative Grant Program, operating as the Opportunity Now Colorado program. The Opportunity Now Grant Program will be providing nearly \$85 million in grant funds to create or expand talent development initiatives across the state that:

1. Meet workforce development needs in identified regions of the state as the regions work to recover from the negative economic impacts of the COVID-19 pandemic.
2. Create intentional pathways between kindergarten through twelfth grade education, higher education, and employment that allow learners and earners to transition more easily into and out of each system and that ensure a highly skilled and well-educated workforce.
3. Provide more opportunities for regional learners and earners to be more economically mobile and earn a living wage in an in-demand, high-skill, high-wage occupation.

In addition to these goals, HB22- 1350 requires that the grant administration team provide additional consideration of rural lower-wealth applicants due to their unique needs, and initiatives that are evidence-based and can be scaled to meet additional demands and, for an initiative that is classified as evidence-based pursuant to section 24-48.5-403 (5)(b), that includes a plan to evaluate the initiative's effect on earnings and other outcomes.

**A. Parties -**

- **State:**

Tyler Jaeckel, Managing Director for Economic Recovery

[tyler.jaeckel@state.co.us](mailto:tyler.jaeckel@state.co.us)

Colorado Office of Economic Development and International Trade

1600 Broadway, Suite 2500

Denver, CO 80202

- **Grantee:**

St. Vrain Valley School District RE-1J  
 Diane Lauer, Chief Academic Officer  
 Longmont, CO 80501  
 395 S Pratt Parkway  
 Longmont, CO 80501  
 303-682-7361

- **Grant Administrators**

- **Mile High United Way**

Fiscal Administrator

Kevin Coffey, Assistant Director, Grants Administration

[kevin.coffey@unitedwaydenver.org](mailto:kevin.coffey@unitedwaydenver.org)

711 Park Ave West

Denver, CO 80205

(303) 433- 8383

- **WestEd**

Monitoring, Evaluation, Learning and Technical Assistance Partner

Randal Tillery, Area Director, Economic Mobility, Postsecondary, and Workforce Systems

[rtiller@wested.org](mailto:rtiller@wested.org)

2470 Mariner Square Loop

Alameda, California 94501

501-302-4202

## **B. Glossary:**

<b>Term</b>	<b>Definition</b>
ARPA	American Recovery Plan Act
HB22-1350	Colorado legislation that established the Regional Talent Development Initiative Grant Program, now know as Opportunity Now Colorado
MHUW	Mile High United Way, the Fiscal Administrator of Opportunity Now Colorado responsibility for grant payments, financial reporting, and compliance
OEDIT	Office of Economic Development and International Trade (State of Colorado)
SLFRF	State and Local Fiscal Recovery Funds

WestEd	WestEd, Monitoring, Evaluation, Learning and Technical Assistance Partner
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### C. Grantee Personnel:

- Project Lead / Principal
  - Name: Diane Lauer, Ed.D.
  - Title: Chief Academic Officer
  - Email Address: lauer\_diane@svvsd.org
- Lead Point of Contact (*in addition to* Project Lead)
  - Name: Hilary Sontag
  - Title: Executive Director of Advancement and Strategic Partnerships
  - Email Address: sontag\_hilary@svvsd.org
- Communications and outreach contact (*optional*)
  - Name: Kerri McDermid
  - Title: Chief Communications and Global Impact Officer
  - Email Address: mcdermid\_kerri@svvsd.org
- Financial contact
  - Name: Greg Fieth
  - Title: Chief Financial Officer
  - Email Address: fieth\_gregory@svvsd.org
- Data & Reporting contact
  - Name: Diane Lauer
  - Title: Chief Academic Officer
  - Email Address: lauer\_diane@svvsd.org
- Authorized Organizational Representative (e.g signing official, CFO, etc.):
  - Name: Don Haddad, Ed.D.
  - Title: Superintendent
  - Email Address: haddad\_don@svvsd.org

Changes to personnel listed in this section can be requested by contacting the Opportunity Now Team via email ([grantee@opportunitynow.co](mailto:grantee@opportunitynow.co)) and will not require an amendment to the grant agreement.

## II. Work Tasks, Deliverables and Timeline

*\*Note: no good or service can be ordered / performed prior to the execution date of the official Grant Agreement.*

Task/Deliverable #1: Implement expanded P-TEACH pathway within St. Vrain Valley Schools and replicate it within three partner school districts.

- Start Date: July 1, 2023
- End Date: June 30, 2026
- Description of services, how services will be performed, where services will be performed: In the early childhood/K-12 educator pathway, the partners will replicate and scale St. Vrain Valley Schools' highly effective P-TEACH program in three partner school districts, serving 240 students in the partner districts annually by year 3. Additionally, St. Vrain will double the size of its existing P-TEACH pathway from 150 to 300 students. Partners will offer up to 50 no-cost postsecondary credits in teacher preparation coursework to high school students in partnership with the University of Colorado Denver (CU Denver) (including early childhood teacher certification); paid apprenticeships paired with a BA pathway for P-TEACH high school graduates (also in partnership with CU Denver); access to a BA pathway for adult working paraprofessionals; student teaching in participating districts; and job placement. This approach represents a full teacher pipeline with demonstrated effectiveness. All services will be provided in Denver, Boulder, Larimer, and Weld Counties.
- Description of final deliverable: annual report documenting number of program participants; number of postsecondary credits and/or industry credentials earned; number of students enrolled in work-based learning opportunities; number of program graduates placed in industry positions; other metrics as determined by WestEd and the Grantee described further below.
- Description of associated value: the partners will serve the following number of participants in each year of the grant period:
  - St. Vrain: 150 (year 1); 225 (year 2); 300 (year 3)
  - Adams 12: 30 (year 1); 60 (year 2); 120 (year 3)
  - Estes Park: 15 (year 1); 30 (year 2); 60 (year 3)
  - Weld RE-3J: 15 (year 1); 30 (year 2); 60 (year 3)

By year 3, the programing will deliver the following metrics:

- High school students in concurrent enrollment coursework, including fieldwork/work-based learning experiences: 540
- Adult paraprofessionals enrolled in postsecondary coursework (auxiliary pathway to upskill adults): 50
- Degree seeking high school students enrolled in CU Denver (or other local teacher preparation programs): 80
- P-TEACH Apprentices: 34
- Retention among P-TEACH program graduates: 90

Task/Deliverable #2: Implement advanced manufacturing and information technology pathways in St. Vrain Valley Schools, with opportunity for replication among three partner school districts

- Start Date: July 1, 2023
- End Date: June 30, 2026
- Description of services, how services will be performed, where services will be performed: Advanced manufacturing and information technology certifications will be delivered by St. Vrain using a combination of in-person learning and synchronous/asynchronous remote learning opportunities. In the information technology pathway, high-quality, industry-created curriculum will be leveraged to alleviate the need for new instructors. Existing internships and apprenticeships with industry partners will be increased and deliver workplace skills and additional hands-on learning and job placement. In advanced manufacturing, existing industry-aligned coursework will be supplemented with an increased focus on industry certification attainment and intensive work-based learning experiences leading to job placement. The Boulder Chamber will convene sector partnerships to accelerate and coordinate work-based partner recruitment and continually refine talent needs. Workforce Boulder County will work with graduates to provide career coaching and job search support. The pathways are estimated to serve a combined total of 500 students annually by year 3 (2026). All services will be offered in Boulder and Weld Counties.
- Description of final deliverable: annual report documenting number of program participants; number of postsecondary credits and/or industry credentials earned; number of students enrolled in work-based learning opportunities; number of program graduates placed in industry positions; other metrics as determined by WestEd and the Grantee described further below.
- Description of associated value: the partners will serve the following number of participants in each year of the grant period:
  - Information technology: 30 (year 1); 120 (year 2); 200 (year 3)
  - Advanced manufacturing: 300 (year 1); 300 (year 2); 300 (year 3)

By year 3, the partners will achieve the following metrics:

Technology (Cloud/Cybersecurity/IT/AI:

- High school students in certification coursework: 200
- Certifications earned: 168
- High school students in job shadows, internships, and/or apprenticeships: 120
- High school graduates pursuing relevant postsecondary education: 50
- High school graduates working in industry: 50
- One-year retention rate: 75%

Advanced Manufacturing:

- High school students in advanced manufacturing pathway: 300
- Certifications earned: 200
- High school students in job shadows, internships, and/or apprenticeships: 50
- High school graduates working in industry (internships/apprenticeships/permanent placements): 75

- One-year retention rate: 70%

### Subrecipient Monitoring

- Description of Subrecipient Activities, financial commitments, and performance data
- Colorado Education Initiative (CEI)
  - Start Date: July 1, 2023
  - End Date: June 30, 2026
  - Description of services, how services will be performed, where services will be performed: CEI will serve as the backbone organization supporting replication of the P-TEACH pathway. CEI will work closely with St. Vrain P-TEACH staff and partner district leaders to identify and implement coursework, work-based learning opportunities (including apprenticeship), and job placement mechanisms for roles within the P-TEACH pathway (including early childhood education, special education, culturally/linguistically diverse education, elementary education, and secondary education). Activities will be performed in person at the partner school districts and remotely via remote meeting.
  - Description of final deliverable: annual report documenting implementation/replication activities among all district partners; summary of data collection from school district subrecipients (Adams 12, Weld RE-3J, Estes Park)
- Description of Subrecipient Activities, financial commitments, and performance data
- Workforce Boulder
  - Start Date: July 1, 2023
  - End Date: June 30, 2026
  - Description of services, how services will be performed, where services will be performed: Workforce Boulder County will identify additional industry partners and utilize existing case management systems to build relationships with students and provide job search assistance and support on an ongoing basis when they graduate. Workforce Boulder will also use existing work-based learning funds to provide up to \$7,000 per student for paid internships at industry partners. Finally, Workforce Boulder will provide financial literacy and planning workshops for program participants. Activities will be performed in Boulder County, either at Workforce Boulder offices, St. Vrain Valley Schools sites, and/or industry worksites.
  - Description of final deliverable: Case management and job search assistance for program participants (documentation will include case management records, job placement data)
- Description of Subrecipient Activities, financial commitments, and performance data
- University of Colorado Denver

- Start Date: July 1, 2023
- End Date: June 30, 2026
- Description of services, how services will be performed, where services will be performed: CU Denver will be the primary higher education partner for the P-TEACH pathway. Specifically, CU Denver will:
  - continue to partner with St. Vrain and other participating school districts to co-develop the curriculum and program design toward a full BA with a teaching license, including for high school students participating in concurrent enrollment and adult paraprofessionals entering the pathway while working full-time;
  - ensure that the pathway provides robust, field-based preparation for the most in-demand education roles, including early childhood, special education, science, culturally and linguistically diverse education, STEM, and computer science; and
  - maximize every available funding source to ensure that teachers graduate with minimal debt.
 Services will be provided in person at CU Denver's Auraria campus, remotely via virtual coursework, and in-person in St. Vrain (Longmont) and all three of the partner districts.
- Description of final deliverable: provision of credit toward BA in education (documentation will include aggregated student records, including number of credits completed, total credits completed, and total degrees awarded)
- Description of Subrecipient Activities, financial commitments, and performance data
- Boulder Chamber
  - Start Date: July 1, 2023
  - End Date: June 30, 2026
  - Description of services, how services will be performed, where services will be performed: Boulder Chamber will provide ongoing industry analysis to ensure alignment of training with workforce needs; convene industry sector partnerships in manufacturing and cloud/cyber/IT/AI; recruit work-based learning and permanent job placement partners; provide software to manage industry partnerships; and participate on the project steering committee.
  - Description of final deliverable: bi-annual reports demonstrating industry sector analysis; record of industry events, including number of industry and school district staff and student attendees; number of internship/apprenticeship referrals
- Description of Subrecipient Activities, financial commitments, and performance data
- Weld RE-3J School District; Adams 12 Five Star Schools; Estes Park School District
  - Start Date: June 1, 2023
  - End Date: June 30, 2026

- Description of services, how services will be performed, where services will be performed: School districts will partner with St. Vrain and CEI to implement the P-TEACH pathway, including concurrent enrollment, work-based learning opportunities, postsecondary earn and learn opportunities (including apprenticeship), and career coaching towards educator roles in each of the districts.
- Description of final deliverable: annual report documenting number of program participants; number of postsecondary credits and/or industry credentials earned; number of students enrolled in work-based learning opportunities; number of program graduates placed in industry positions

### III. Reporting

#### A. Reimbursement Requests & Financial Reports

1. Financial reports are required to be submitted on a quarterly basis, based on the state fiscal year (July 1 - June 30.) Detailed reimbursement requests, if submitted using [this template](#) (please make a copy), will satisfy this requirement.
2. Reimbursement Requests/Financial Reports must contain spending details by budget category (including approved budget, expenses to date, remaining budget by category) as well as full financial backup in order to fulfill this requirement.
3. See Section V. Payment for additional details
4. Financial Reports & Reimbursement Requests are due within 30 calendar days of the end of the quarter in which the expenses were incurred (e.g. January 30 for the quarter ending December 31.)
5. Financial Reports & Reimbursement Requests are to be submitted quarterly through the grant portal Submittable only.
6. Program Income, if applicable, should be included in the financial reporting (including both program income revenue and expenditures.)

#### B. Performance Reports

Scale grant awardees will be required to submit annual Interim performance reports throughout the grant performance period and a Final Performance Report following program completion. The Performance Reports should include a summary of the activities defined in Section II. Work Tasks, Deliverables.

The Interim Performance Reports will be due 45 days after the project anniversary date and uploaded through Submittable.

The Final Performance Report will be due 90 days after completion of the performance period and uploaded through Submittable.



### C. Data/Metrics/Measures Reporting (WestED)

Seed and Scale grantees will comply with all data collection and reporting requirements for Opportunity Now, to the extent permissible by law. The data reporting requirements of Opportunity Now support annual reporting on Key Performance Indicators (KPIs) aligned to Opportunity Now's goals to increase economic mobility for Colorado residents, meeting statewide and regional workforce needs of Colorado, and creating intentional pathways across Colorado's educational and workforce systems to ensure a highly skilled and well-educated workforce. These include:

- Wage increases for participants at placement, 1 year after placement, and 2 years after placement
- Number of job placements by industry and occupation
- Number of job placements in occupations and industries with critical workforce shortages in Colorado
- Number of training participants completing training

The Grantee will collect and report de-identified participant unitary data to the extent possible on a *Quarterly Basis*. This may include detailed information such as participant characteristics (date of birth, gender, race, income status), completion of training milestones, and employment and wage outcomes.

Quarterly reporting for participant data will match the federal quarterly reporting cycle:

Q1: July 1 to September 30th

Q2: October 1 to December 31

Q3: January 1 to March 31

Q4: April 1 to June 30

Grantees will have 30 days after the end of each reporting period to finalize and submit de-identified participant level data. Grantees will submit any de-identified unitary participant data through a secure data platform and process provided by WestEd, who is leading the evaluation of Opportunity Now on behalf of the grant administration team and OEDIT. Any additional data requested after the execution of the contract will be provided to the greatest extent permissible by the Grantee under state and federal law.

## IV. Budget:

### Budget Summary

<b>Budget Category</b>		<b>Total Amount Budgeted</b>
<b>Personnel Total (including Fringe)</b>		\$ 3,238,570
<b>Other Direct Costs</b>		\$958,590
<b>Equipment</b>		\$109,000
<b>Travel</b>		\$ 3,144
<b>Participant Costs</b>		N/A
<b>Contractual Costs</b>		
<b>Subrecipient #1</b>	<i>Workforce Boulder</i>	\$422,978
<b>Subrecipient #2</b>	<i>Boulder Chamber</i>	\$129,840
<b>Subrecipient #3</b>	<i>Adams 12 Five Star Schools</i>	\$515,133
<b>Subrecipient #4</b>	<i>Weld RE-3J School District</i>	\$249,552
<b>Subrecipient #5</b>	<i>Estes Park School District</i>	\$204,523
<b>Subrecipient #6</b>	<i>University of Colorado Denver</i>	\$754,299
<b>Subrecipient #7</b>	<i>Colorado Education Initiative</i>	\$414,371
<b><u>Total Direct Costs</u></b>		\$7,000,000
<b>Indirect Costs</b>	<i>N/A - waived</i>	\$0
<b><u>Total Project Budget</u></b>		\$7,000,000

<u>Program Income</u>		\$0
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- A. The maximum amount payable under this Grant Agreement to Grantee by OEDIT shall be \$7,000,000.00 as determined by the State from available funds. Satisfactory performance under the terms of this Grant Agreement shall be a condition precedent to OEDIT's obligation to compensate the Grantee. OEDIT shall not be liable to pay or reimburse Grantee for any performance hereunder prior to the Grant Agreement Service from Date as shown on the cover page of this Grant Agreement.

**V. Payment:**

- A. To receive compensation under the Grant Agreement, the Grantee shall submit a signed **Quarterly** Opportunity Now Colorado Reimbursement Invoice Form. This form is accessible from the Opportunity Now Colorado website and through the Submittable grant portal and is incorporated and made part of this SOW by reference. MHUW will provide technical assistance in accessing and completing the form. The Opportunity Now Colorado Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **thirty (30)** calendar days after the end of the billing period for which services were paid. Expenditures shall be in accordance with the Statement of Work and Budget.
- B. The Contractor shall submit the following supporting documentation with the completed **Quarterly** Opportunity Now Colorado Reimbursement Invoice Form and Expenditure Details page; timecard/ payroll documentation, supporting documentation including approved invoices, detailed back-up, and subrecipient billings (if applicable). Reimbursement submissions through Submittable will contain certifications from grantee as to the completeness and accuracy of the submission.
- C. Final billings under the Grant Agreement must be received within a reasonable time after the expiration or termination of the Grant Agreement; but in any event no later than **thirty (30)** calendar days from the effective expiration or termination date of the Grant Agreement.

### EXHIBIT B, SAMPLE OPTION LETTER

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Grantee</b> Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Agreement Number</b> Insert CMS number or Other Agreement Number of the Original Agreement
<b>Current Agreement Maximum Amount</b> Initial Term State Fiscal Year 20xx                      \$0.00 Extension Terms State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 Total for All State Fiscal Years              \$0.00	<b>Option Agreement Number</b> Insert CMS number or Other Agreement Number of this Option  <b>Agreement Performance Beginning Date</b> Month Day, Year  <b>Current Agreement Expiration Date</b> Month Day, Year

**1. OPTIONS:**

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

**2. REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement 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 Agreement, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement 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 Agreement 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 Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

**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;"><b>STATE OF COLORADO</b>                  Jared S. Polis, Governor                  INSERT-Name of Agency or IHE                  INSERT-Name &amp; Title of Head of Agency or IHE</p> <hr style="width: 80%; margin-left: 0;"/> <p>By: Name &amp; Title of Person Signing for Agency or IHE</p>  Date: _____	<p style="text-align: center;">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;"><b>STATE CONTROLLER</b>  <b>Robert Jaros, CPA, MBA, JD</b></p>  By: _____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval
	Option Effective Date: _____

## EXHIBIT C, BUDGET

### 1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in Exhibit C will determine what is reported on as outlined in Exhibits D-G.

<b>Project Number</b>	<b>Project Title</b>	<b>US Treasury Expenditure Category Number and Name</b>	<b>Budget</b>
RRE070	Regional Talent Development Initiative Grant Program	6.1 Revenue Replacement: Provision of Government Services	<b>\$7,000,000</b>
<b>Total</b>			<b>\$7,000,000</b>

### 2. BUDGET BY FUNCTION

### 3. EXPENDITURE CATEGORY MODIFICATIONS

- 3.1 Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab)

## Exhibit D, Federal Provisions

### 1. APPLICABILITY OF PROVISIONS.

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

### 2. DEFINITIONS.

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

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

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

- 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
  - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

### **3. COMPLIANCE.**

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

### **4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID (UEI) REQUIREMENTS.**

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.
- 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information in Sam.gov at least annually.

### **5. TOTAL COMPENSATION.**

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
  - 5.1.2. In the preceding fiscal year, Grantee received:



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

## **6. REPORTING.**

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

## **7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.**

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

## **8. SUBRECIPIENT REPORTING REQUIREMENTS.**

- 8.1. Grantee shall report as set forth below.
  - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov).

## All Expenditure Categories

- a) Program income earned and expended to cover eligible project costs
- 8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.
- 8.1.2.1. Subrecipient Unique Entity ID;
  - 8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
  - 8.1.2.3. Subrecipient parent's organization Unique Entity ID;
  - 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
  - 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
  - 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
- 8.1.3.1. Subrecipient's Unique Entity IDas registered in SAM.
  - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
  - 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov). This requirement is applicable to all projects in Expenditure Categories 1 and 2.
  - 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov). See section 8.1.1 for relevant Expenditure Categories.
  - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
  - 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with

the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

- 8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over \$10 million:
- 8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.
  - 8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.
  - 8.1.3.8.2. Whether the project prioritizes local hires.

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

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

## **9. PROCUREMENT STANDARDS.**

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

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

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

## **10. ACCESS TO RECORDS.**

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

## **11. SINGLE AUDIT REQUIREMENTS.**

11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

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

## **12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.**

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
  - 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" 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 Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
  - 12.1.2. [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).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never 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 Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

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

### **13. CERTIFICATIONS.**

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

### **14. EXEMPTIONS.**

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

### **15. EVENT OF DEFAULT AND TERMINATION.**

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

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



## Exhibit E, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

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

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

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

Subrecipient Name St. Vrain Valley School District

Authorized Representative: Don Haddad

Title: Superintendent

Signature:  F3DA1C97DD9B457...

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS  
TERMS AND CONDITIONS

1. Use of Funds.
  - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
  - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via Exhibit G – Reporting Modification Form.
4. Maintenance of and Access to Records
  - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.
9. Compliance with Applicable Law and Regulations.
  - a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a

term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit

discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
  11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
  12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.
  13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."
  14. Debts Owed the Federal Government.
    - a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
    - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in

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

15. Disclaimer.

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

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
  - b. The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for Agreement or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
  - c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

## **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

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

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

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

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

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



3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

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

*U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.



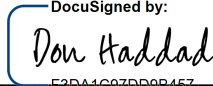
# EXHIBIT G-PII CERTIFICATION

## STATE OF COLORADO

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

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

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

Signature:  \_\_\_\_\_  
F3BA1C97DD9B457...

Printed Name: Don Haddad

Title: Superintendent

Date: 6/29/2023

## Exhibit I – AGREEMENT TO PROVIDE DATA TO INDEPENDENT EVALUATOR

WestEd, a California Joint Powers Agency, has been contracted by the Colorado Office of Economic Development and International Trade (OEDIT) to independently lead the data collection, evaluation, and outcomes reporting for the Opportunity Now Colorado grant program. This agreement describes the responsibilities of grantees for reporting data on their training participants in Opportunity Now funded grant programs. As a condition to recipient of the award, the grantee agrees to the following:

- (1) To provide WestEd, as a contractor to the State and solely for purposes of evaluating and reporting on the grant program, the following unitary data elements relating to participants to the extent collected by Grantee:
  - a. **Name and grantee assigned unique participant identifier** (See exception below for Local Education Agencies serving participants under 18 years of age);
  - b. **Participant characteristics and demographics**, such as age, gender, race / ethnicity, zip code, educational attainment;
  - c. **Barriers to employment**, such as English language learner, foster care, homeless, person who is disabled, long-term unemployment, limited computer / technology skills, low-income, low levels of literacy, migrant or seasonal farmworker, New American, previously incarcerated, recipient of public assistance, single parent;
  - d. **Additional participant characteristics**, such as child of active-duty military, veteran or active duty military, disproportionately affected by the economic impacts of COVID-19;
  - e. **Employment and income**, such as employment status, prior employment, prior income;
  - f. **Date of Enrollment** in the grant program;
  - g. **Milestones**, such as work-based learning engagement, credential attainment, training completion, subsequent education after training; and
  - h. **Employment and wages**, such as placement, retention and advancement in employment, including employer industry, job title, and wages at placement, four quarters and eight quarters after exit.
  - i. Additional data elements upon reasonable request
- (2) Grantees will report unitary participant data on a quarterly basis in a platform provided by WestEd solely for reporting participant data for Opportunity Now. The periods of performance for grant include:

Q1: July 1 to September 30th  
Q2: October 1 to December 31  
Q3: January 1 to March 31  
Q4: April 1 to June 30

Grantees will receive additional guidance and TA from WestEd on the processes, platform, and key definitions as part of the grant onboarding process.



**Certificate Of Completion**

Envelope Id: D44C222ED8924954A8677E0751CC03FC	Status: Sent
Subject: SVVSD-WFBC Opportunity Now Grant Subcontractor Agreement, 2023-26, \$422,978	
Type of Document: Grant Agreement	
Department/Office: Community Services	
Source Envelope:	
Document Pages: 62	Signatures: 1
Certificate Pages: 3	Initials: 3
AutoNav: Enabled	Envelope Originator: Candice Long 2025 14th St Boulder, CO 80302 clong@bouldercounty.org IP Address: 8.44.156.126
Envelopeld Stamping: Enabled	
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	

**Record Tracking**

Status: Original 9/12/2023 2:50:26 PM	Holder: Candice Long clong@bouldercounty.org	Location: DocuSign
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**Signer Events**

Signature	Timestamp
<p>April P Gatesman ca@bouldercounty.org County Attorney Boulder County Security Level: Email, Account Authentication (None)</p> <p><i>APG</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 97.107.70.37</p>	<p>Sent: 9/12/2023 3:19:53 PM Viewed: 9/13/2023 11:59:20 AM Signed: 9/13/2023 11:59:47 AM</p>

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<p>Bridgette McCarthy bmccarthy@bouldercounty.gov Security Level: Email, Account Authentication (None)</p> <p><i>BM</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 174.63.13.254</p>	<p>Sent: 9/12/2023 3:19:53 PM Viewed: 9/12/2023 3:20:58 PM Signed: 9/12/2023 3:21:09 PM</p>
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<p>Robin Bohannon rbohannon@bouldercounty.gov Director, Community Services Security Level: Email, Account Authentication (None)</p> <p><i>RB</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 24.8.103.116</p>	<p>Sent: 9/12/2023 3:19:54 PM Viewed: 9/12/2023 3:47:59 PM Signed: 9/12/2023 3:48:23 PM</p>
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<p>Diane Lauer lauer_diane@svvdsd.org Assistant Superintendent Priority Programs Security Level: Email, Account Authentication (None)</p> <p><i>Diane Lauer</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.154.122.1</p>	<p>Sent: 9/13/2023 11:59:49 AM Viewed: 9/13/2023 12:01:48 PM Signed: 9/13/2023 12:02:10 PM</p>
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Cecilia Lacey  
clacey@bouldercounty.gov  
Clerk to the Board  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Claire Levy  
clevy@bouldercounty.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Candice Long  
clong@bouldercounty.gov  
Security Level: Email, Account Authentication  
(None)  
**VIEWED**  
Using IP Address: 8.44.156.126  
Sent: 9/13/2023 12:02:13 PM  
Viewed: 9/13/2023 12:12:44 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Casey Davison  
cdavison@bouldercounty.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Donelda Mason  
dmason@bouldercounty.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Erin Jones  
epjones@bouldercounty.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Sara Miller  
smiller@bouldercounty.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	9/12/2023 3:19:54 PM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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