

NON-PROCUREMENT DOCUMENTS ONLY

ROUTING COVER SHEET

Document Details	
Document Type	Grant Agreement
Parties	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Sheriff
Division/Program	Jail
Mailing Address	5600 Flatiron Pkwy Boulder Co 80301
Contract Contact	Jennifer Joe jjoe@bouldercounty.gov
Invoice Contact	sheriffinvoices@bouldercounty.gov
Other Party Contact Information	
Name	Colorado Department of Human Services
Mailing Address	710 S Ash Street C140, Denver, CO 80246
Contact 1- <i>Name, title</i>	Travis H. Elliott SOR Contracts Coordinator
Contact 1- <i>email</i>	travis.elliott@state.co.us
Contact 2	
Term	
Start Date	11/25/2024
Expiration Date	9/30/2025
Brief Description of Work/Services Provided	
Amending to add additional funds for 2024-2025 term for the Jail Based Behavioral Health grant	
Revenue Contract/Lease Details	
Amount	
Fixed Price or Not-to-Exceed?	
Grant Details	
Award # (if any)	25 IBEH 199926
Signature Deadline	

NON-PROCUREMENT DOCUMENTS ONLY

Project/Program Name	
Project/Program Start Date	
Project/Program End Date	
Capital or Operating?	
Grant Funding	
Amount: Federal Funds	
Amount: State Funds	\$179,488.68
Amount: Other (specify)	
Amount: Match (dollars)	0
Amount: Match (in-kind)	
Total Project Budget	
Account String	
Federally Funded Grants	
Federal Program Name	
CFDA #	
Subrecipients	
Name(s)	
Services to be Provided	
Subaward Amount	
Subcontractors	
Name(s)	
Services to be Provided	
Subcontract Amount	
FileNet Contract Details - 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	

NON-PROCUREMENT DOCUMENTS ONLY

Notes

Additional information not included above

DocuSign Approvals (Initials):

_____ **Paralegal** (if required)

VR _____ **County Attorney** (if required)

_____ **Risk Management** (if required)

CB _____ **Finance** (if required)

CW _____ **EO/DH** (if required) Undersheriff

Grantee: Boulder County

Supplemental Signature Page

<div>GRANTEE APPROVE</div> <div>Matthew Ramos, Clerk to the Board</div> <div>Initials:_____</div>	<div>GRANTEE ATTEST</div> <div>Matthew Ramos, Clerk to the Board</div> <div>ATTEST: _____</div> <div>Date: _____</div>
---	--



Contract Amendment #1

Signature and Cover Page

State Agency		Original Contract Number
Colorado Department of Human Services		25 IBEH 194371
Behavioral Health Administration		Amendment Contract Number
Contractor		25 IBEH 199926
Boulder County Colorado for the use and benefit of Boulder County Sheriff’s Department		Contract Performance Beginning Date
Current Contract Maximum Amount		November 25, 2024
Initial Term		Current Contract Expiration Date
Federal Fiscal Year 2025		September 29, 2025
Extension Terms		
None		
Total for All Fiscal Years		
\$179,488.68		

Signature page begins on next page.



The Parties Hereto Have Executed This Amendment

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

Contractor

Boulder County Colorado for the use and
benefit of Boulder County Sheriff's
Department

State of Colorado

Jared S. Polis, Governor
Colorado Department of Human Services
Michelle Barnes, Executive Director

By: Marta Loachamin, Chair Boulder County
Commissioners

By: Dannette R. Smith, Commissioner
Behavioral Health Administration

Date: _____

Date: _____

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

State Controller
Robert Jaros, CPA, MBA, JD

By: Telly Belton/Toni Williamson/Amanda Rios

Amendment Effective Date: _____



1. Parties

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

2. Terminology

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

3. Amendment Effective Date and Term

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. Purpose

The purpose of this Contract is to provide State Opioid Response Grant funding to support services targeting opioid use disorder and/or stimulant use disorder and/or polyuse disorder for individuals currently in custody.

The purpose of this Amendment is to update Exhibit B and Exhibit E. This Amendment adds \$19,489.04 in new funding for FFY25 for a new total of \$179,488.68.

5. Modifications

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

- A. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.



- B. **REPLACE** Exhibit B, Budget, with Exhibit B-1, Budget, attached and incorporated by reference.
- C. **REPLACE** Exhibit E, Supplemental Provisions for Federal Awards, with Exhibit E-1, Supplemental Provisions for Federal Awards, attached and incorporated by reference.

6. Limits Of Effect and Order of Precedence

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK



COLORADO

Behavioral Health Administration

EXHIBIT B-1, FFY25 ANNUAL BUDGET

BHA Program	State Opioid Response (SOR)
-------------	-----------------------------

Agency Name	Boulder County
Budget Period	09/30/2024 - 09/29/2025
Project Name	SOR 4

Program Contact Name, Title	Henry Trujillo, Commander
Phone	303-441-4611
Email	htrujillo@bouldercounty.gov
Fiscal Contact Name, Title	Chelsea Brawders, Finance Manager
Phone	303-441-1592
Email	cbrawders@bouldercounty.gov
Date Completed	9/9/2024 Amended 5/14/2025

Services and Deliverables Provided

Required by SAMHSA: Please provide a brief summary description of the services and deliverables to be provided with grant funding.

The Boulder County Sheriff's Office JBBS Jail Medication Assisted Treatment Program (BCSO JBBS JMAT) will address the opioid crisis by increasing access for Boulder County Jail inmates with moderate to severe opioid use disorder to receive medication-assisted treatment which includes Methadone, Buprenorphine (Sublingual and Injectable), Naltrexone and Naloxone. The use of these medications, in combination with counseling and behavioral therapies, will provide a "whole-patient" approach to the treatment of opioid use disorders.

A. Personnel Cost

Personnel - Salary						
Position Title (Must Be Unique)	Employee Name	SAMHSA Key Personnel?	Annual Salary	Level of Effort	Personnel Cost - Salary	Narrative/Justification
Personnel - Salary subtotal					\$0.00	
Personnel - Hourly						
Position Title	Employee Name	SAMHSA Key Personnel?	Hourly Rate	Dedicated Hours	Personnel Cost - Hourly	Narrative/Justification
Personnel - Hourly subtotal					\$0.00	
Personnel Cost - Total					\$0.00	

B. Fringe Benefits Cost

Position Title	Name	Personnel Cost	Fringe Rate (%)	Fringe Cost	Narrative/Justification- List fringe benefits included in fringe rate
Position 1	0	\$0.00	0.00%	\$0.00	
Fringe Cost - Total				\$0.00	

C. Travel Cost

Purpose	Destination	Cost Item	Cost/Rate per item	Cost Type (Basis)	Quantity Per Person	Number of Persons	Travel Cost	Narrative/Justification
Travel Cost - Total							\$0.00	

D. Equipment Cost (not a common cost associated with SAMHSA grants)

Item	Vehicle?	Quantity	Purchase/Rental Cost	% Charged to Program	Equipment Cost	Narrative/Justification
Equipment Cost - Total					\$0.00	

E. Supplies Cost

Item	Item Cost	Cost Type	Quantity of Items	Quantity Frequency	Supplies Cost	Narrative/Justification
Supply Cost - Total					\$0.00	

H. Other Cost

Item	Item Cost	Cost Type	Quantity	Quantity Frequency	Other Cost	Narrative/Justification
Buprenorphine Injection - Brixadi	\$1,588.44	per injection	25.00	2.00	\$79,422.00	Clients identified as being in need of MAT medications and services are screened utilizing the TCU-5 assessment and a clinical evaluation/interview. Due to the robust MAT program in our facility, Suboxone administration with transition to Brixadi injections have become a standard practice.
Buprenorphine Injection - Sublocade	\$1,633.38	per injection	14.00	2.00	\$45,734.64	
Naloxone Sublingual Strips 3mg	\$262.34	per box of 30 strips	4.00	2.00	\$2,098.72	All clients receive a supply of Narcan in their property along with Fentanyl testing strips and are provided with a training around appropriate administration of Narcan.
Naloxone Sublingual Strips 2mg	\$87.11	per box of 30 strips	4.00	3.00	\$1,045.32	
Naloxone Sublingual Strips 1mg	\$136.00	per box of 30 strips	5.00	4.00	\$2,720.00	
Naloxone	\$75.00	per kit	20.00	3.00	\$4,500.00	Includes 2 doses of Narcan per kit
Methadone	\$12.00	per dose	300.00	12.00	\$43,200.00	
Naltrexone	\$64.00	per card of 30 pills	4.00	3.00	\$768.00	Will be ordering oral only

I. Total Direct Cost - Federal \$179,488.68

J. Indirect Cost

Indirect Cost Rate Type (please select):	No Charge (enter 0)		
Type	IDC Rate (%)	Base (Total Direct)	Indirect Cost
IDC Rate and Base Calculation (%)	0.00%	\$179,488.68	\$0.00
Indirect Cost - Total			\$0.00

Total Project Cost Summary - Federal Costs

A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$0.00
D. Equipment	\$0.00
E. Supplies	\$0.00
F. Contractual	\$0.00
G. Construction	\$0.00
H. Other	\$179,488.68
I. Total Direct Charges	\$179,488.68
J. Indirect Charges	\$0.00
Total Project Costs (Federal)	\$179,488.68



Exhibit E-1 - Supplemental Provisions for Federal Awards

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

1) Federal Award Identification

- i. Subrecipient: **County of Boulder**
- ii. Subrecipient Unique Entity ID number: **LB9EYBMY6NJ8**
- iii. The Federal Award Identification Number (FAIN) is **H79TI087829**
- iv. The Federal award date is **September 24, 2024**
- v. The subaward period of performance start date is **November 25, 2024**, and end date is **September 30, 2025**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FFY25 SOR IV	\$179,488.68	\$179,488.68	\$179,488.68

- vii. Federal award project description: **To support services targeting opioid use disorder and/or stimulant use disorder and/or polyuse disorder for individuals currently in custody.**
- viii. The name of the Federal awarding agency is **Substance Abuse and Mental Health Services Administration (SAMHSA)**; the name of the pass-through entity is the **State of Colorado, Department of Human Services (CDHS).**

- ix. The Catalog of Federal Domestic Assistance (CFDA) number is **93.788**, name is **State Opioid Response (SOR) Grants**, and dollar amount is **\$20,798,725**.
- x. This award is **not** for research & development
- xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.
- 2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E**.
- 3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E**.
- 4) Subrecipient's approved indirect cost rate is **0%**.
- 5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.332 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 15 of this Exhibit and may be further specified in the accompanying Scope of Work exhibit.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **thirty (30)** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.**
 - i. Subrecipient is not required to provide matching funds.

1. Definitions.

1.1 For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.

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

1.1.1.1 Awards may be in the form of:

1.1.1.1.1 Grants;

1.1.1.1.2 Contracts;

- 1.1.1.1.3 Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.1.1.4 Loans;
- 1.1.1.1.5 Loan Guarantees;
- 1.1.1.1.6 Subsidies;
- 1.1.1.1.7 Insurance;
- 1.1.1.1.8 Food commodities;
- 1.1.1.1.9 Direct appropriations;
- 1.1.1.1.10 Assessed and voluntary contributions; and
- 1.1.1.1.11 Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 1.1.1.1.12 Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 1.1.1.2 Award **does not** include:
 - 1.1.1.2.1 Technical assistance, which provides services in lieu of money;
 - 1.1.1.2.2 A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.1.2.3 Any award classified for security purposes; or
 - 1.1.1.2.4 Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.1.2 “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
- 1.1.3 “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.1.4 “Unique Entity ID number” or “UEI” is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).
- 1.1.5 “Entity” means:
 - 1.1.5.1 If the source of the funding is a Grant:

- 1.1.5.1.1 a Non-Federal Entity; or
- 1.1.5.1.2 a non-profit organization or for-profit organization.
- 1.1.5.2 If the source of funding is not a Grant:
 - 1.1.5.2.1 all of the following as defined at 2 CFR part 25, subpart C;
 - 1.1.5.2.2 A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.1.5.2.3 a foreign public entity;
 - 1.1.5.2.4 a domestic or foreign non-profit organization;
 - 1.1.5.2.5 a domestic or foreign for-profit organization; and
 - 1.1.5.2.6 a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6 “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7 If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8 “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9 “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10 If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11 “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant. Grantee also means Subrecipient.
- 1.1.12 “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13 “Nonprofit Organization” means any organization that:
 - 1.1.13.1 Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 1.1.13.2 Is not organized primarily for profit;
 - 1.1.13.3 Uses net proceeds to maintain, improve, or expand the organization’s operations; and

- 1.1.13.4 Is not an IHE.
- 1.1.14 “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15 “Pass-through Entity” means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.
- 1.1.16 “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17 “Subaward” means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.
- 1.1.18 “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term Subrecipient does not include a beneficiary or participant. A Subrecipient may also be a recipient of other Federal awards directly from a Federal agency.
- 1.1.19 “Subrecipient Parent UEI Number” means the subrecipient parent organization’s 12-digit Unique Entity ID System (UEI) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.20 “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.21 “Total Compensation” means the cash and noncash dollar value an Executive earns during the entity’s preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).
- 1.1.22 “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23 “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110,

and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.1.24 “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. Compliance.

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

3. System for Award Management (SAM) and Unique Entity ID System (UEI) Requirements.

3.1 SAM. Contractor/Grantee must obtain a UEI but are not required to fully register in Sam.gov. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

3.2 UEI. Contractor/Grantee shall provide its UEI number to its Prime Recipient, and shall update Contractor's/Grantee's information in www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

4. Total Compensation.

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

4.1.1 The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and

4.1.2 In the preceding fiscal year, Contractor/Grantee received:

- 4.1.2.1 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.1.2.2 \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and
- 4.1.2.3 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.

5. Reporting.

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

6. Effective Date and Dollar Threshold for Reporting.

- 6.1 If the source of funding is a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2 If the source of funding is not a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total

Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

- 6.3 The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. Subrecipient Reporting Requirements.

- 7.1 If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
- 7.2 To SAM. A Subrecipient shall report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
- 7.2.1 Subrecipient UEI Number;
 - 7.2.2 Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
 - 7.2.3 Subrecipient parent's organization UEI Number;
 - 7.2.4 Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
 - 7.2.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.2.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 7.3 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
- 7.3.1 Subrecipient's UEI Number as registered in SAM.
 - 7.3.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Procurement Standards.

- 8.1 Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 8.2 If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a

preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

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

9. Access to Records.

9.1 A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

9.2 A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

10. Single Audit Requirements.

10.1 If a Subrecipient expends \$1,000,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

10.2 Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement

audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

10.3 Exemption. If a Subrecipient expends less than \$1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

10.4 Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. Contract/Grant Provisions for Subrecipient Contracts.

11.1 In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.

11.2 {Applicable to federally assisted construction contracts.} Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

11.3 {Applicable to on-site employees working on government-funded construction, alteration and repair projects.} Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

11.4 Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of “funding agreement”/ “funding Contract” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

- substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,”/”funding Contract”, the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 11.5 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11.6 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.8 Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

- 11.9 Prohibition on certain telecommunications and video surveillance equipment or services (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.
- 11.10 Collection of Unallowable Costs (2CFR 200.410). Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and §200.346.
- 11.11 Whistle Blower Protections. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

12. Certifications.

- 12.1 Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. 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. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

13. Exemptions.

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

14. Event of Default and Termination.

14.1 Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.

14.2 Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

14.2.1 By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

14.2.2 By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

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

14.2.4 By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

15. Additional Terms re Payments to Grantee to Supplement Main Terms in Contract.

15.1 **Federal Recovery:** The closeout 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.

15.2 **Close-Out:** Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 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 one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement 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.

Exhibit End

Certificate Of Completion

Envelope Id: 9F0B7C4E-E799-4D27-A26A-AA3E42CA6E8D

Status: Sent

Subject: Colorado Behavioral Health JBBS Grant Amendment 1 - 25 IBEH 199926 (Original 25 IBEH 194371)

Type of Document:

Grant Agreement

Department/Office: Sheriffs Office

Source Envelope:

Document Pages: 23

Signatures: 0

Envelope Originator:

Certificate Pages: 3

Initials: 3

Pamela Thompson

AutoNav: Enabled

2025 14th St

Envelopeld Stamping: Enabled

Boulder, CO 80302

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

pthompson@bouldercounty.org

IP Address: 97.107.70.37

Record Tracking

Status: Original

Holder: Pamela Thompson

Location: DocuSign

7/2/2025 9:05:43 AM

pthompson@bouldercounty.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Boulder County

Location: Docusign

Signer Events

Signature

Timestamp

Pamela Thompson

Completed

Sent: 7/2/2025 11:11:36 AM

pthompson@bouldercounty.org

Viewed: 7/2/2025 11:11:50 AM

Paralegal

Signed: 7/2/2025 11:19:36 AM

Sheriff / Operations

Using IP Address: 97.107.70.37

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Vladimir Ryazanov

ca@bouldercounty.org

Boulder County

Security Level: Email, Account Authentication
(None)

Sent: 7/2/2025 11:19:37 AM

Viewed: 7/2/2025 5:04:27 PM

Signed: 7/2/2025 5:07:02 PM

Signature Adoption: Pre-selected Style

Using IP Address: 72.42.81.86

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Chelsea Brawders

cbrawders@bouldercounty.gov

Security Level: Email, Account Authentication
(None)

Sent: 7/2/2025 5:07:04 PM

Resent: 7/3/2025 9:33:39 AM

Viewed: 7/3/2025 10:06:00 AM

Signed: 7/3/2025 10:06:25 AM

Signature Adoption: Pre-selected Style

Using IP Address: 76.120.7.11

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Carey Weinheimer

cbweinheimer@bouldercounty.org

Undersheriff

Security Level: Email, Account Authentication
(None)

Sent: 7/3/2025 10:06:26 AM

Viewed: 7/3/2025 11:35:45 AM

Signed: 7/3/2025 11:36:34 AM

Signature Adoption: Pre-selected Style

Using IP Address: 97.107.70.37

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Signer Events	Signature	Timestamp
Pamela Thompson pthompson@bouldercounty.org Paralegal Sheriff / Operations Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 7/3/2025 11:36:36 AM Viewed: 7/3/2025 11:39:01 AM
Matthew Ramos 38095@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Marta Loachamin mloachamin@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Matthew Ramos 38095@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Sheriff Accounting Group sheriffaccounting@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jennifer Joe jjoe@bouldercounty.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/2/2025 11:11:36 AM
Payment Events	Status	Timestamps