



Board Agenda Background

Date: 3/1/2022
To: Board of County Commissioners
Through: Brian D. Bosshardt, County Manager
From: Nanette Reimer, Executive Assistant/Senior Paralegal
Subject: Gaming Grant Agreement with Mt. Evans Home Health and Hospice

RECOMMENDATION

Staff recommends approval of the attached Agreement between the County of Clear Creek, Colorado, and Mt. Evans Home Health and Hospice, for a Grant under the Local Government Limited Gaming Impact Fund.

BACKGROUND

Each year, the Mt. Evans Home Health and Hospice, with the approval of County, applies for grant funding from the State of Colorado, acting by and through the Department of Local Affairs, under the Local Government Limited Gaming Impact Fund. These funds are paid to the Mt. Evans/Contractor through the County, and the parties desire to enter into this Agreement to express the terms, conditions and obligations for the Mt. Evans/Contractor and County with respect to the Grant Award.

The Board of County Commissioners discussed the disbursement of the funds awarded to the County under this program during a public meeting on February 15, 2022, and approved the amount stated in this agreement.

FISCAL IMPACT

Funds to cover the cost of this agreement come solely from the State, no county funds are used.

ATTACMENTS

1. CCC – Mt. Evans Home Health and Hospice Agreement

**AGREEMENT BETWEEN THE COUNTY OF CLEAR CREEK, COLORADO AND MT.
EVANS HOME HEALTH AND HOSPICE FOR A GRANT UNDER THE LOCAL
GOVERNMENT LIMITED GAMING IMPACT FUND**

This Agreement (“Agreement”), done this _____ day of _____, 2022, is between the County of Clear Creek, Colorado, a body corporate and politic, acting by and through its Board of County Commissioners (“County”) and Mt. Evans Home Health and Hospice, a Colorado non-profit corporation (“Contractor”).

Recitals

WHEREAS, Contractor, with the approval of County, applied for grant funding from the State of Colorado (“State”), acting by and through the Department of Local Affairs (“DOLA”), under the Local Government Limited Gaming Impact Fund for a project consisting of services performed addressing gaming impacts during calendar year 2020; and

WHEREAS, based on Contractor’s application under the Local Government Limited Gaming Impact Fund, DOLA awarded County \$18,512.50 (“Funds”) for the project; and

WHEREAS, the Funds are paid to Contractor through the County in project number 21-010 (“Grant Award”); and

WHEREAS, the parties enter into this Agreement to express the terms, conditions and obligations for Contractor and County with respect to the Grant Award.

Agreement

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. This Agreement is subject to the terms and conditions of the Grant Award and the State’s performance thereof.

2. The Funds awarded in the Grant Award shall be used by Contractor for documented gaming impacts during calendar year 2020, as set forth in the grant application, a portion of which is attached here to as Exhibit C, and incorporated herein by reference.

3. Contractor must request final payment before May 31, 2022. The request by Contractor for final payment under the Grant Award shall contain a detailed report on the status of their work. These reports are subject to audit by the State and by the County.

4. Contractor hereby represents and warrants that the Funds will be used by Contractor only to reimburse its costs for the documented gaming impacts.

5. County will pay Funds to Contractor to reimburse expenses for the Project, but only if and to the extent the State pays County under the terms of the Grant Award.

6. Contractor will assume the responsibility of the “Grantee” under the Grant Award, a complete copy of which is attached hereto as Exhibit C, including complying with any terms, conditions and timely performing any obligations, except Contractor must send all reports and communications to the County Finance Director for review and approval prior to submission to the State. The Contractor’s obligations hereunder survive the termination of this Agreement.

7. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado, without reference to choice of law rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the Clear Creek County District Court in the 5th District for the State of Colorado.

8. This Agreement, which includes the Grant Award attached hereto, includes the entire agreement between the parties. In entering this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement.

9. The immigration laws of the State of Colorado apply to this Agreement. The provisions of the Immigration Addendum attached hereto as Exhibit A are incorporated in this agreement as though fully set forth here. Contractor must execute a Contractor’s Certificate Regarding Employing or Contracting with an Illegal Alien, in the form attached hereto as Exhibit A-1, before the County incurs any obligation under this agreement.

10. Contractor shall comply with all federal, state and local laws, statutes, ordinances, building codes, rules and regulations applicable to the Project. If Contractor performs the Project contrary to laws, statutes, ordinances, building codes rules or regulations, Contractor shall assume full responsibility and liability for such violation and shall bear any attributable costs.

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EXHIBIT A

IMMIGRATION ADDENDUM

(Applies only to certain public contracts for services)
Colorado Revised Statutes §8-17.5-101, et seq.

Prohibition on Public Contract for Services:

Mt. Evans Home Health and Hospice, (“Consultant” herein) acknowledges that Consultant has been notified of the immigration compliance requirements of C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343), and hereby **CERTIFIES** that:

1. The Consultant shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services;
3. The Consultant has verified or attempted to verify through participation in the e-verify program or the department program of the State of Colorado that the Consultant does not employ any illegal aliens.
4. The Consultant acknowledges that the Consultant is prohibited from either the e-verify program or the department program of the state of Colorado procedures to undertake preemployment screening of job applicants while the public contract for services is being performed;
5. If the Consultant obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Consultant shall be required to:
 - (A) Notify the subcontractor and the contracting state agency or political subdivision within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (A) of this Section 5 the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. Consultant is required to comply with any reasonable request by the State Department of Labor and Employment (“Department” herein) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §

8-17.5-102(5).

7. If Consultant violates a provision of the public contract for services required herein the County may terminate the contract for a breach of the contract. If the contract is so terminated, the Consultant shall be liable for actual and consequential damages to the County.

8. The County is obligated to notify the office of the secretary of state if a Consultant violates a provision of this Addendum and the County terminates the contract for such breach. Based on this notification, the secretary of state shall maintain a list that includes the name of the Consultant, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A Consultant shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services required pursuant to Section I. An agency or political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the website maintained by the office of the secretary of state.

9. The Department may investigate whether a Consultant is complying with the provisions of a public contract for services required pursuant to Section I. The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a Consultant is complying with the provisions of a public contract for services required pursuant to Section I. The Department shall receive complaints of suspected violations of a provision of a public contract for services (this Addendum) and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The Consultant is hereby notified that the Department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of C.R.S. § 8-17.5-101, *et. seq.*

(Form revised February 1, 2019)

EXHIBIT B SCOPE OF WORK

Mount Evans Home Health Care & Hospice was founded in 1980 and is the largest home health care agency serving the mountain community in Clear Creek, Gilpin, Jefferson and Park counties. Patients learn about Mount Evans services from our website, by word of mouth, through local community agencies or are referred by a physician or other medical provider. Initially, a clinician from our team conducts a personal visit with the patient, in their home, to assess their needs and admit them to our care. During the course of the admissions assessment, our clinicians ask the patient if they have been negatively impacted by gaming activity. Throughout the COVID19 pandemic, our staff continued to deliver essential services in each county within our service area. For Clear Creek and Gilpin residents, not only were they affected by the pandemic based isolation, but many were negatively affected by the gaming industry decline. Many people witnessed a sharp decline in their income and use of the local Loaves & Fishes Food Bank rapidly increased. In 2019, Mount Evans provided care for 29 patients who said yes, they were negatively impacted by gaming and in 2020, that number grew to 36 residents served by Mount Evans.

Individuals and their caregiving family members received in-home medical treatment, palliative care assistance or end-of-life care. During the 2020 calendar year, we delivered essential services to community residents, with PPE protocols in place to help ensure their safety.

Mount Evans uses a team approach for each patient and provides services from our nurse practitioners, nurses, physical, occupational and speech therapists, home health aides, social workers and chaplain.

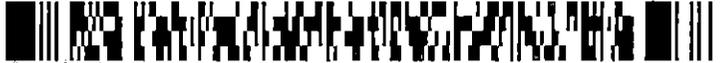
Each impacted patient and family is offered counseling for grief, substance abuse, addiction or any other psychological challenge. For those living in isolated locations with difficult access, Mount Evans helps bridge the health care gap and reduces or eliminates frequent, often lengthy, trips for treatment which preserves a better quality of life and greater sense of well-being. This has been especially needed during 2020, when frail or high-risk patients were wary of going to large urban medical providers to seek care. By providing quality care in the comfort of one's own home, Mount Evans helps reduce costly stays in inpatient facilities, most often in Denver. Our services help improve recovery by keeping impacted patients at home with their family members which aids in their overall well-being.

Mount Evans provides support for family caregivers by reducing stress, depression and illness due to the physical and emotional demands of taking care of a loved one. This care from Mount Evans has continued during the pandemic. Even when some patients were worried about letting anyone into their homes (particularly early on during the pandemic), we continued to deliver care options through our ongoing phone sessions. During a typical fiscal year, 13% of those we serve are Clear Creek County residents, while approximately 6% reside in Gilpin County. These locals tend to rely in Clear Creek County for many basic needs, such as dining out, grocery or gift shopping, and for some recreational enjoyment. The major change in the gaming industry would have affected a wide range of previous community needs.

Many of our patients do not have adequate insurance to cover the cost of our care and some have no insurance whatsoever. We request grant funds to help ensure we can continue to provide care and comfort for all gaming impacted individuals and families who need us.

**EXHIBIT C
GRANT AWARD**

GAME 21-010 - Clear Creek County



GAME
CTGG1 NLAA 2022*2565

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Local Affairs	DLG Number F22GA21010	Contract Number 171996
Grantee Clear Creek County	Grant Award Amount \$87,790.00	
Project Number and Name GAME 21-010 - Clear Creek County	Performance Start Date The later of the Effective Date or November 10, 2021	Grant Expiration Date May 31, 2022
Project Description The Project consisted of providing financial support to Clear Creek County for the provision of service by multiple agencies to address the 2020 gaming impacts in Clear Creek County.	Program Name Local Government Limited Gaming Impact Program (GAME)	
	Funding Source STATE FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number N/A	
DOLA Regional Manager Clay Brown, (303) 273-1787, (clay.brown@state.co.us)	Funding Account Codes	
DOLA Regional Assistant TBD	VCUST# 14245	Address Code CN002 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p>DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER</p> <p>DocuSigned by: 113338708C0A4F3...</p> <p>By: Shawn Marandi, GAME Program Manager</p> <p>Date: <u>11/15/2021 6:48 PM PST</u></p>	<p>STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director</p> <p>DocuSigned by: 0920A67707B9482...</p> <p>By: Rick M. Garcia, Executive Director</p> <p>Date: <u>11/15/2021 8:32 PM MST</u></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 (the "Effective Date").

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: 090ACD88A721474...</p> <p>By: Beulah Messick, Controller Delegate Department of Local Affairs</p> <p>Effective Date: <u>11/17/2021 7:07 AM MST</u></p>



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TERMS AND CONDITIONS**1. GRANT**

As of the Performance Start Date, the State Agency shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM**A. Initial Grant Term and Extension**

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

B. Early Termination in the Public Interest

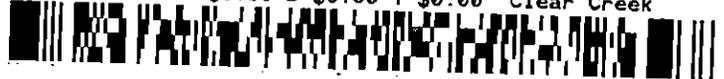
The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total amount payable under this Grant Award Letter 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 issue payment to Grantee for a portion of actual, out-of-pocket expenses not otherwise paid under this Grant Award Letter 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 payments shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. *Reserved.***3. AUTHORITY**

Authority to enter into this Grant Award Letter exists in the law as follows:

A. *Reserved.***B. State Authority**

This Grant Award Letter is funded, in whole or in part, with State funds made available pursuant to §§12-47.1-1600 *et. seq.*, C.R.S.



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4. **DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. *Reserved.*
- B. **“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.
- C. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- D. **“Exhibits”** means the following exhibits attached to this Grant Award Letter:
 - i. **Exhibit B**, Scope of Project
- E. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- F. *Reserved.*
- G. *Reserved.*
- H. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- I. **“Grant Award Letter”** means this letter 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.
- J. **“Grant Expiration Date”** means the Grant Expiration Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. Work performed after the Grant Expiration Date is not eligible for payment from Grant Funds.
- K. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- L. **“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.
- M. **“Initial Term”** means the time period between the Performance Start Date and the initial Grant Expiration Date.
- N. *Reserved.*
- O. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- P. **“Performance Start Date”** means the later of the Performance Start Date or the Execution Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.
- Q. *Reserved.*



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- R. **“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.
- 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 C.R.S.
- T. **“Project”** means the overall project described in **Exhibit B**, which includes the Work.
- U. **“Project Costs”** means the amounts detailed in **§6.2 of Exhibit B**.
- V. *Reserved.*
- W. *Reserved.*
- X. **“Services”** means the services performed by Grantee as set forth in this Grant Award Letter, and shall include any services rendered by Grantee in connection with the Goods.
- Y. **“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, PHI, PII, CJI, and State personnel records not subject to disclosure under CORA.
- Z. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- AA. **“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.
- BB. **“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.
- CC. *Reserved.*
- DD. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- EE. *Reserved.*
- FF. *Reserved.*
- GG. *Reserved.*
- HH. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.



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II. **“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 Performance Start Date that is used, without modification, in the performance of the Work.

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

5. PURPOSE

The purpose of the Local Government Limited Gaming Impact Fund program is to provide financial assistance to designated local governments for documented gaming impacts to finance planning, construction and maintenance of public facilities and the provision of public services related to the documented gaming impacts. The purpose of this Grant is described in **Exhibit B**.

6. STATEMENT OF WORK

Grantee has completed the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit B**. 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 Grant Award Letter.

7. 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 shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. 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.

B. Erroneous Payments

The State may recover, at the State’s discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Grant Award Letter, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Reserved.

D. Payment of Grantee Costs

The State shall issue payment for Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Project Costs in **Exhibit B**.



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E. Close-Out

Grantee shall close out this Grant no later than 10 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final payment request or invoice.

8. REPORTING – NOTIFICATION

A. *Reserved.*

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. 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 three 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 Grant Award Letter using procedures as determined by the State. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Audits

Grantee shall comply with all State and federal audit requirements.

10. 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 publically 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 Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security (<http://oit.state.co.us/ois>) and all applicable laws, rules, policies, publications, and guidelines.



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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 Grant Award Letter. 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.

11. 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.

12. 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

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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.

13. REMEDIES

In addition to any remedies available under any Exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, 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 Grant Award Letter 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.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, 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.

15. 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 Grant Award Letter 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 §15.

16. 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.

17. 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 GIA; 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 Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. 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

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obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

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

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, 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 Grant Award Letter 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 Performance Start 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. Order of Precedence

In the event of a conflict or inconsistency between this Grant Award Letter and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions
- ii. The provisions of the other sections of this Grant Award Letter.
- iii. The provisions of any exhibits to this Grant Award Letter.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall



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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 Grant Award Letter Terms

Any provision of this Grant Award Letter 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 Grant Award Letter 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 Grant Award Letter, 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. *Reserved.*

L. Digital Signatures

If any signatory signs this Grant 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 Grant by reference.

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**EXHIBIT B – SCOPE OF PROJECT (SOP)****1. PURPOSE**

- 1.1. Local Government Limited Gaming Impact Grant.** The Local Government Limited Gaming Impact Program (the “Program”) was created to provide financial assistance to local governments in addressing documented gaming impacts stemming from limited stakes gaming in the communities of Cripple Creek, Black Hawk and Central City. The Program is financed with a portion of state taxes on limited gaming activities in these municipalities. Grant funds are provided to eligible local governments through a competitive application process to finance planning, construction and maintenance of public facilities and the provision of public services related to documented gaming impacts. Successful applicants must be able to quantify gaming impacts and to identify the public service and facility needs associated with those impacts.
- 1.2. Eligibility.** The geographic eligibility area for the Program includes the counties of Gilpin and Teller as well as the eight counties contiguous to these two counties: Boulder, Clear Creek, Douglas, El Paso, Fremont, Grand, Jefferson, and Park. In addition, counties that contain tribal lands where limited stakes gaming occurs are also included within the geographic eligibility area. Tribal gaming counties include: Archuleta, La Plata, and Montezuma. The types of local governments eligible to receive assistance include: counties, municipalities (with the exception of the three gaming cities: Black Hawk, Central City and Cripple Creek) and special districts that provide emergency services. In addition, eligible local governments may apply on behalf of private nonprofit agencies that are impacted by gaming.

2. DEFINITIONS

- 2.1. “Documented Gaming Impacts”** means the documented expenses, costs, and other impacts, and the provision of gambling addiction counseling, including prevention and education, to Colorado residents, incurred directly as a result of limited gaming permitted in the counties of Gilpin and Teller and on Indian lands.
- 2.2. Project Cost Line Items.**
- 2.2.1. “Other – Eligible GAME Costs”** means program-specific allowable costs related to documented gaming impacts.
- 2.3. “Project Completion”** means the Work was sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

3. DESCRIPTION OF THE PROJECT(S) AND WORK

- 3.1. Grantee and Eligibility.** The Grantee is **Clear Creek County**. Grantee is eligible to receive Limited Gaming Impact Grant funds .
- 3.2. Date(s) of Service.** This Grant provides financial assistance to the Grantee for Project costs incurred by the Grantee from **January 1, 2020 to December 31, 2020**.
- 3.3. Project Description.** The Project consisted of providing financial support to Clear Creek County for the provision of service by multiple agencies to address the 2020 gaming impacts in Clear Creek County, including human services assistance, health care, inmates booked, calls taken and processed by law enforcement and court dates processed by the County District Attorney (DA). The agencies include the Clear Creek County Sheriff’s Office, Clear Creek County 5th Judicial DA, Clear Creek County Advocates, Mount Evans Home Health Care and Hospice and Clear Creek County Rock House Outreach.
- 3.4. Project Costs/Expenses.** Eligible expenses included reimbursable costs as verified in the application for the awarded amounts outlined in this Grant Award Letter, including human services, health care, law enforcement, incarceration, and adjudication costs. No reimbursement for a particular program can exceed the amount corresponding to the documented impact submitted by the Grantee.

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4. DELIVERABLES

- 4.1. Outcome.** As a result of the Project and Work, Grantee incurred documented gaming impacts. This Grant Award provides financial assistance to Grantee for some or all of those costs.
- 4.2. Service Area.** The performance of the services described within this Grant were located in Clear Creek County, Colorado.
- 4.3. Pay Request and Status Report.** Within 90 days after the Performance Start Date of this Grant Award, Grantee shall request disbursement of all Grant Funds by submitting a single and final Pay Request and Status Report using a form provided by the State. The State shall pay the Grantee for actual expenditures incurred in the performance of the Work based on the submission of statements and supporting documentation in the Grant application form prescribed by the State.

5. PERSONNEL

- 5.1. Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of Diane Lee, Administrator, (dlee@clearcreeksheriff.us), an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project and a key person under this §5.
- 5.2. Other Key Personnel.** NONE.
- 5.3. Replacement.** Grantee shall immediately notify the State if any key personnel specified in §5 cease to serve. All notices sent under this subsection shall be sent in accordance with §15 of the Grant Award Letter.

6. FUNDING

The State provided funds shall be limited to the amount specified in §6.2, Project Costs, below.

6.1. Reserved.**6.2. Project Costs**

Project Costs		Total Amount	State Funds
Line #	Cost Category		
1	Other – Eligible GAME Costs	\$87,790	\$87,790
Total		\$87,790	\$87,790

7. PAYMENT

Payments shall be made in accordance with this section, the provisions of this **Exhibit B**, and the provisions set forth in §7 of the Grant.

Payment	Amount	
	\$87,790	Paid upon submission of Pay Request and Status Report(s) as required under this Grant.
Total	\$87,790	

8. ADMINISTRATIVE REQUIREMENTS

- 8.1. Accounting.** Grantee shall maintain properly segregated accounts of Grant funds, matching funds, and other funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Costs.
- 8.2. Records.** Grantee shall maintain records in accordance with §9 of the Grant.
- 8.3. Reporting.** Grantee shall submit the Pay Request and the Project Completion Report to the Department using the State-provided forms. The Department may withhold payment(s) if such reports are not submitted timely.