AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's Signature; Sta

Action Requested: County Manager Signature

Parties to the Agreement: Division of Crimianl Justice & Gunnison County

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Grant Agreement between DCJ and Gunnison County for approved Juvenile Diversion Grant of $35,000

Fiscal Impact: $35,000

Submitted by: Janet Reinman **Submitter's Email Address:** jreinman@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Included in budget, no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/7/2017

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 6/7/17 Note: Any subgrantee will be required to provide a certificate of insurance.

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/7/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/7/2017

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/20/2017

Revised April 2015

STATE OF COLORADO GRANT AGREEMENT

SIGNATURE AND COVER PAGE

State Agency Department of Public Safety, Division of Criminal Justice	**Contract Number or DCJ Grant Number** N/A
Grantee Board of County Commissioners of Gunnison County	**Grant Agreement Performance Beginning Date** 07/01/2017
Grant Agreement Maximum Amount Initial Term State Fiscal Year 2018 $35,000 Total for All State Fiscal Years $35,000	**Initial Grant Agreement Expiration Date** 06/30/2018 **Grant Agreement Description** Gunnison County Juvenile Services Juvenile Diversion Program

THE PARTIES HERETO HAVE EXECUTED THIS GRANT AGREEMENT

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

GRANTEE Gunnison County By: Matthew Birnie, County Manager Date: 6/7/17	**STATE OF COLORADO** John W. Hickenlooper, Governor Department of Public Safety Stan Hilkey, Executive Director By: Joe Thome, Director, Division of Criminal Justice Date: _____
	LEGAL REVIEW Cynthia H. Coffman, Attorney General By: _____ Assistant Attorney General Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Lyndsay J. Clelland, Contract and Grants Coordinator,
Department of Public Safety, Division of Criminal Justice

Effective Date: _____

1. PARTIES

This Grant Agreement (hereinafter called "Agreement") is entered into by and between Gunnison County acting by and through the Board of County Commissioners of Gunnison County, and the STATE OF COLORADO acting by and through the Department of Public Safety, Division of Criminal Justice (hereinafter called the "State" or "DCJ"). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended by Initial Grant Agreement Expiration Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date or after the Agreement Expiration Date.

B. Initial Term

Unless otherwise permitted in **§2.A**, the Parties' respective performances under this Agreement shall commence on the Grant Agreement Performance Beginning Date shown on the Signature and Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Signature and Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of 1 year or less at the same rates and under the same terms specified in the Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit C- Sample Option Letter**. Except as stated in **§2.B**, the total duration of this Agreement, including the exercise of any options to extend, shall not exceed 5 years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in **§18**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this

Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by **§1.A.i.**

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§17.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to **§1.A.i.a.**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. State Authority

i. Colorado Revised Statute 24-33.503 and 507

4. RECITALS

A. Appropriation, and Approval

Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. References

All references in this Grant 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.

5. PURPOSE

The state Juvenile Diversion purpose is to prevent further involvement of juveniles in the formal justice system. Focusing on holding youth accountable for behavior while involving them in programs and activities to prevent future criminal and delinquent behavior.

6. DEFINITIONS

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

A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. **"Agreement Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

C. **"Budget"** means the budget for the Work described in **Exhibit B2 – Budget and Budget Narrative**.

D. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in **§24-11-101(1) C.R.S**.

E. "**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**.

F. **"CORA"** means the Colorado Open Records Act, **§§24-72-200.1** ***et. seq.*****, C.R.S**.

G. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.

H. **"End of Term Extension"** means the time period defined in §2D

I. "**Equipment**" means tangible, nonexpendable property with an acquisition cost of $5,000 or more and a useful life of more than one year. Software, regardless of cost, is not considered equipment.

J. "**Evaluation**" means the process of examining Grantee's Work and rating is based on criteria established in **§7** and **Exhibit B1 – Statement of Work**.

K. "**Exhibits**" means the following exhibits attached to this Agreement:

   i. Exhibit A1 - Special Conditions
   ii. Exhibit A2 - Grant Requirements
   iii. Exhibit B1 - Statement of Work
   iv. Exhibit B2 - Budget and Budget Narrative
   v. Exhibit C - Sample Option Letter
   vi. Exhibit D - Sample Grant Funding Change Letter

L. **"Forms"** are a type of document with various different blank spaces for answers or information to document or request information and attached as exhibits or provided to the Grantee throughout the term of this grant. Forms will be periodically updated, changed, modified, adjusted, transformed, amended, or altered at the discretion of the State and provided to the Grantee to best meet the needs of the information being collected and recorded.

M. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

N. "**Grant Funds**" means available funds payable by the State to Grantee pursuant to this Grant.

O. "**Grants Management System**" or "**GMS**" means any online electronic grant system used to solicit, apply, review, manage, and close out a grant. (Use of a GMS is established by the state agency or division managing the grant funds).

P. **"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.

Q. **"Initial Term"** means the time period as shown on the Signature and Cover Page for this Agreement.

R. **"Party"** means the State or Grantee, and "Parties" means both the State and Grantee.

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. **"Program"** means the 2017-2018 State Juvenile Diversion grant program that provides the funding for this Grant.

U. **"Review"** means examining Grantee's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§7** and **Exhibits B1 – Statement of Work and B2 - Budget and Budget Narrative.**

V. **"Services"** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

W. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PCI, CJI, and State personnel records not subject to disclosure under CORA.

X. **"State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to **§24-30-202(13)(a)**.

Y. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

Z. **"State Purchasing Director"** means the position described in the Colorado Procurement

Code and its implementing regulations.

AA. **"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.

BB. **"Subcontractor"** means third-parties, if any, engaged by Grantee via a procurement process to provide goods or services for the use and benefit to the Grantee.

CC. **"Subgrantee"** means third-parties, if any, engaged by Grantee to aid in performance of the Work.

DD. **"Work"** means the delivery of the Goods and performance of the Services described in this Agreement.

EE. **"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 Effective Date that is used, without modification, in the performance of the Work.

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

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7. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit B1 – Statement of Work**. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

The State may increase or decrease the quantity of goods/services described **Exhibits B1 – Statement of Work** and **B2 - Budget and Budget Narrative** based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent **to Exhibit C – Sample Option Letter**. Delivery/performance of the goods/service shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original grant.

A. Completion

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit B1 – Statement of Work**. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

The State may increase or decrease the quantity of goods/services described Exhibits **Exhibit B1 – Statement of Work and B2 - Budget** and **Budget Narrative** based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit C – Sample Option Letter**. Delivery/performance of the goods/service shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

8. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Agreement Funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Signature and Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibit B2 - Budget and Budget Narrative**.

b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. If a state agency or division is using a GMS, payment requests shall be submitted electronically by the Grantee and accepted electronically by the State within the system. The Grantee shall maintain all grant related records with original signatures on file within the Grantee's record and in accordance with requirements in **§10**.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

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

iii. Available Funds-Contingency-Termination

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

of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

iv. 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 Agreement, 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. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in the Budget. Grantee may adjust budgeted expenditure amounts up to 10% within each line item of said Budget with written approval of the State. Adjustments in excess of 10% shall be authorized by the State in an amendment to this Grant. The State's total consideration shall not exceed the maximum amount shown herein.

D. Matching Funds

Grantee shall provide matching funds as provided in **Exhibit B2 - Budget and Budget Narrative**. Grantee shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request.

E. Reimbursement of Grantee Costs

The State shall reimburse the Grantee's allowable costs, not exceeding the maximum total amount described in **Exhibit B2 - Budget and Budget Narrative** and **§8**. However, any costs incurred by the Grantee prior to the Effective Date shall not be reimbursed. Grantee costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs if those costs are:

v. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

vi. Are equal to the actual net cost to the Grantee (i.e. the price paid minus any items of value received by the Grantee that reduce the cost actually incurred).

F. Close-Out.

Grantee shall close out this Award within 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

9. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to **§20** or pursuant to any other Exhibit, for any Agreement having a term longer than 3 months, Grantee shall submit, on a quarterly basis,

a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in **§17.**

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 60 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance, which may include, without limitation, suspension or debarment.

E. Noncompliance

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this **§09** may result in the delay of payment of funds and/or termination as provided under this Grant.

F. Subgrants

Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

10. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure

report. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

11. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns, Subgrantees and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, Subgrantees and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, Subgrantees and Subcontractors sign nondisclosure agreements at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign, Subgrantees 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 Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns, Subgrantees or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

12. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

13. INSURANCE

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

A. Workers' Compensation

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

B. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any 1 fire.

C. Protected Information

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

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

D. Additional Insured

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

E. Primacy of Coverage

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

F. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with **§17** within 7 days of Grantee's receipt of such notice.

G. Subrogation Waiver

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

H. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, **§24-10-101, *et seq.***, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability

insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subgrantee or Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subgrantee or Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subgrantee's or Subcontractor's obligations under the GIA.

I. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in this **§13** with respect to Subgrantees that are not "public entities".

J. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subgrantee/Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Grantee's subgrant/subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subgrantee/Subcontractor insurance coverage required under this Agreement within 7 Business Days following Grantee's execution of the subgrant/subcontract. No later than 15 days before the expiration date of Grantee's or any Subgrantee's/Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§13**.

14. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§0** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

15. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§1.B,** shall have all of the remedies listed in this **§1.A** in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

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

a. Obligations and Rights

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(a)** secure that right to use such Work for the State or Grantee; **(b)** replace the Work with non-infringing Work or modify the Work so that it becomes non-infringing; or, **(c)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§1.B** and the dispute resolution process in **§16** shall have all remedies available at law and equity.

16. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in **§1.A** fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the purchasing director of Colorado Department of Public Safety for resolution in accordance with the provisions of **§§24-109-101, 24-109-106, 24-109-107, and 24-109-201 through 24-109-206 C.R.S.**, (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the purchasing director, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Grantee pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

17. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party's principal representative at the address set forth below or **(iii)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§17** without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

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

For Grantee:
Matthew Birnie
Gunnison County Administration
200 E. Virginia Avenue
Gunnison, Colorado 81230
mbirnie@gunnisoncounty.org

18. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the non-exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's non-exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works.

19. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State, its 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. If Grantee is a "public entity" within the meaning of the GIA, then liability for claims for injuries to persons or property arising from the negligence of the Grantee, its departments, boards, commissions committees, bureaus, offices, employees and officials shall also 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.**

20. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is $100,000 or greater, either on the Effective Date or at anytime thereafter, this **§21** shall apply. Grantee agrees to be governed by and comply with the provisions of **§24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 C.R.S.** regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

21. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts/Subgrantees

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§21.A**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other

attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

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

G. Entire Understanding

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

H. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

I. Modification

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

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

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

K. Order of Precedence

In the event of a conflict or inconsistency between this Agreement 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 in **§22** of the main body of this Agreement;

ii. The provisions of the other sections of the main body of this Agreement;

iii. Exhibit A2- Grant Requirements;

iv. Exhibit A1- Special Conditions;

v. Any executed Option Letter; and/or any Grant Funding Change Letter; and/or any executed Contract Amendment in which the most recent dated document takes precedence over the prior documents;

vi. Exhibits B1 – Statement of Work and B2 - Budget and Budget Narrative.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full

force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

M. Survival of Certain Agreement Terms

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

N. Taxes

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

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§21.B,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

P. Waiver

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

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under **§24-103.5-101 C.R.S.**, if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations.

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

T. Indemnification

i. General Indemnification

Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subgrantee/Subcontractors, or assignees in connection with this Agreement.

22. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)

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

A. **CONTROLLER'S APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.

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

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

C. **GOVERNMENTAL IMMUNITY.**

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §**24-10-101** ***et seq.*** **C.R.S.**, or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

D. **INDEPENDENT CONTRACTOR**

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

requested by the State, and **(iii)** be solely responsible for its acts and those of its employees and agents.

E. **COMPLIANCE WITH LAW.**

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. **CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

G. **BINDING ARBITRATION PROHIBITED.**

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

H. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

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

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

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

J. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements]**

Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to

the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. **PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]**

Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor/subgrantee that fails to certify to Grantee that the subcontractor/subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this contract. Grantee **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor/subgrantee and the contracting State agency within three days if Grantee has actual knowledge that a subcontractor/subgrantee is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor/subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Grantee shall be liable for damages.

L. **PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.**

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

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EXHIBIT A1 – SPECIAL CONDITIONS

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

1. Right of Privacy for Recipients of Service and Sharing of information. The prospective Subgrantee Agency certifies, by submission of this proposal, that:

a. Pursuant to Section 223(a)(18) of the Juvenile Justice and Delinquency Prevention Act, procedures have been established to ensure that this program will not disclose program records containing the identity of individual juveniles. Exceptions to this requirement are authorization by law; consent of either the juvenile or his/her legal authorized representative; or justification that otherwise the functions of this title cannot be performed. Under no circumstances may public project reports or findings contain names of actual juvenile service recipients.

b. Necessary information will be shared appropriately among schools, law enforcement, courts and juvenile-serving agencies pursuant to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g), as amended by Improving America's School Act of 1994 (IASA). FERPA allows schools to play a vital role in a community's effort to identify children who are at risk of delinquency and provide services prior to a child's becoming involved in the juvenile justice system.

c. Necessary information will be shared in accordance with the "Children's Code Records and Information Act," 19-1-301 et seq., Colorado Revised Statutes, to balance the best interests of children and the privacy interests of children and their families with the need to share information among service agencies and the need to protect the public safety.

2. In addition to the "Termination for Cause" item, 6(c) under Grant Requirements above, the subgrant may be suspended or terminated by the Division of Criminal Justice if the Subgrantee Agency fails to comply with the core requirements of the Juvenile Justice and Delinquency Prevention Act, 1974, as amended: Deinstitutionalization of Status Offenders, Section 223 (a)(12)(A); Separation of Juveniles from Incarcerated Adults, Section 223(a)(13); Removal of Juveniles from Adult Jails and Lockups, Section 223(a)(14); Disproportionate Minority Confinement, Section (a)(23).

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EXHIBIT A2 – GRANT REQUIREMENTS

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

1. AUDIT REQUIREMENTS

A. Due Date:

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

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

B. Report/Audit Type:

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

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

(a) Grantees that have revenue greater than $300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit

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

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

(1) does not meet the applicable federal audit or DCJ standards;

(2) is not submitted in a timely manner; or,

(3) does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

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

2. REPORTS

The Grantee assures that it shall maintain data and information to provide accurate program and financial reports to the State. Said reports shall be provided in such form, at such times, and containing such data and information as the State reasonably requires to administer the program. DCJ requires that reports/forms are submitted either by paper or in an electronic Grants Management Systems (GMS). If you are required to submit a paper form to DCJ ensure you are using the most current reports/forms by downloading it from the DCJ website address: dcj.state.co.us. The Grantee shall maintain all grant related records with original signatures on file within the Grantee's record and in accordance with requirements in **§10** of the body of the grant agreement. Reports for this grant shall be submitted using an eGMS unless otherwise notified.

A. Quarterly Financial Reports

Grantee shall submit Financial Reports (DCJ Form 1-A) quarterly. Reports are required to the State for each quarter within 15 days after the quarter ends.

B. Quarterly Programmatic (Narrative) Reports

Grantee shall submit Narrative Reports (DCJ Form 2) on the progress on the grant quarterly. Reports are required to the State for each quarter within 15 days after the quarter ends.

C. Final Financial Report

Grantee shall submit a report to the State upon expiration or sooner termination of the Grant containing grant final financial expenditures that accurately match your accounting records. Final reports are required to the State within 45 days of the end of the Grant.

D. Final Programmatic (Narrative) Report

Grantee shall submit a Final Narrative Report to the State upon expiration or sooner termination of this Grant containing details of accomplishments and highlights, self-evaluation and review of Grantee's performance based on Exhibit B1 – Statement of Work and the final status of Grantee's obligations hereunder. Reports are required to the State within 45 days of the end of the Grant.

E. Reporting Non-Compliance Resolution

Grantee's failure to provide reports and other grant requirements, meet monitoring site visit evaluations and notify the State in a timely manner in accordance with **§9** of the body of the grant agreement may result in the delay of payment of funds until a final resolution is determined and/or termination as provided under this Grant. The Division of Criminal Justice (DCJ) staff and the Grantee will mediate any non-compliance issues for a resolution. If DCJ staff and the Grantee cannot negotiate a resolution, the issue can be elevated to the Director of the DCJ for final resolution.

2. SUBGRANTS

Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws, shall adhere to the provisions of this grant agreement, and shall provide that such subgrants be governed by the laws of the State of Colorado. Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State.

3. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.

B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.

C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at http://dcj.state.co.us/home/grants. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

4. PROCUREMENT AND CONTRACTS

A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.

B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

5. AWARD CHANGE REQUESTS

Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Grant Award for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications which do not change the total amount of the Grant Award. The State's total consideration shall not exceed the maximum amount shown herein.

6. ADDITIONAL MONITORING REQUIREMENTS

It is the responsibility of the Grantee to notify any of its project collaborators and Subgrantees of these provisions.

A. On-Site Monitoring

On-site monitoring may be conducted during the term of the grant. Onsite monitoring shall include but not be limited to, review of financial records, payroll documents, equipment purchases and the equipment, and/or case record monitoring. Additional monitoring site visits may be required based on findings or continued inaccurate invoice reimbursement requests. Grantee shall be notified in advance of on-site monitoring schedule.

B. Monitoring

Detailed monitoring may occur during the project period. The State may periodically request submission of supporting financial and programmatic documentation, Subgrantee contracts, general and sub-ledgers for the purpose of monitoring compliance with the grant award via desk

review, or in preparation for an on-site monitoring visit. Routine or special on-site visits may be conducted at the Grantee/Subgrantee agency, and at the location of any collaborating entities, for the same purpose. Grantees will be notified in advance of any on-site monitoring visit.

7. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

A. The Grantee assures that where activities supported by this Grant produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, the following requirements apply:

(1) The State has the right to use, duplicate and disclose, the above material in whole or in part in any manner for any purpose whatsoever and authorize others to do so.

(2) If the material or invention is copyrightable, the Grantee may copyright such, but the State reserves a perpetual, royalty free, non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.

(3) When issuing statements, press releases, requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, all Grantees must clearly:

(a) State the percentage of the total cost of the program or project, which will be financed with this grant money;

(b) State the dollar amount of state or federal funds for the project or program;

(c) Use this phrase- "This project was supported by Colorado State funds, issued by the Colorado Division of Criminal Justice."

B. The exception is Work Products that contain criminal justice records where each individual unit or agency will be subject to the rules and regulations.

8. MATCH

Grantee must provide documentation of the non-federal portion of the match used for this grant award. Match requirements are listed in Exhibit B2 - Budget and Budget Narrative and is subject to audit.

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EXHIBIT B1 – STATEMENT OF WORK

Project Summary

The Gunnison County Juvenile Diversion program is a pre-file intervention for eligible youth ages 10-17 in legal trouble referred by the District Attorney to prevent involvement in the Juvenile Justice system. The program emphasizes that the youth take accountability and responsibility for their actions while at the same time helping to ensure public safety. The program includes services such as case management, community service, restitution, drug testing, mentoring and tutoring and if issues are identified through mental health/substance abuse screenings, referrals to outside resources for treatment may be made. If appropriate, individual cases will be referred to a Restorative Justice process to repair harm and make amends to victims.

Problem Statement

The problem that this project will address is that of preventing juveniles from entering, or moving further into, the juvenile justice system. Youth involved in the juvenile justice system become at risk for developing deeper problems or even transferring to the adult criminal justice system. According to the report from the Annie E. Casey Foundation, "one of the groups of adolescents at greatest risk of failing to make successful transitions to adulthood are delinquent youth who end up in the deep end of the juvenile justice system, in its detention centers and other locked institutions". This report goes on to say that "after lengthy involvement in the juvenile justice system, these kids will suffer lifetimes of low educational achievement and marginal attachment to the labor force. Society will pay vast sums to incarcerate many of them and to treat others. The consequences of pulling youth deeply into the juvenile justice system, therefore, are dire and intergenerational."

Gunnison County does not on average see large numbers of youth charged with violent crimes or serious felony offenses. What we have seen is those youth that do have charges filed have substantial family, economic, academic, substance use and emotional issues that require intervention from all agencies involved. Therefore, it is critical to try and intervene with these juveniles and their families before they get to the point where the only option is filing a petition in District Court. Juvenile arrest rates in Gunnison County have remained static over the most recent years and it is probable this is due in part to Gunnison County and the State of Colorado's commitment to embrace and support youth prevention and intervention programming such as Juvenile Diversion. The CBI lists the juvenile crime rate in the city of Gunnison at 27 reported juvenile arrests in 2013, 21 in 2014 and 28 in 2015 and includes offenses in burglary, assault, larceny, fraud, vandalism, drug violations, disorderly conduct and liquor law violations. Although the juvenile crime rate may be static, there is an apparent increase in other risk factors such as economic disparity, child abuse and neglect and substance use. The poverty rate in Gunnison is 15.0% compared to 11.2% in the state and Gunnison County has a higher cost of living (ranked 107 as compared to 100 for the United States- BestPlaces.net). Youth in the juvenile justice system are also more likely to have mental health issues, substance abuse, and other co-occurring disorders than youth in the general population (Huizinga & Jakob-Chen, 1998). The National Center for Mental Health and Juvenile Justice estimates that as many as 65% of youth in the juvenile justice system have diagnosable mental illnesses and 20% have serious mental illnesses. Gunnison County is not immune to juvenile crime and the problems and struggles affecting all communities. In prior years the ASPIRE Standard Indicators Database - ranked Gunnison County 2nd among all frontier counties for Juvenile Delinquency Drug Filing Rate; 3rd among all frontier counties for Juvenile Drug-related Arrests Rate; and 4th among all frontier counties for Juvenile Alcohol Related Arrests Rate. In 2006, Gunnison County was identified as one of 14 counties in the state at highest risk of substance abuse. Since 2014, we are now also dealing with the legalization of marijuana

for adults in Colorado which could be effecting a lower youth perception of risk to use which has historically been followed with an increase in use. A 2012 Healthy Kids survey indicated that Gunnison youth perceive less risk in using marijuana and we expect this 'less perceived risk' to continue to rise.

The Gunnison County Juvenile Diversion program is uniquely qualified to impact this problem as it has a long standing history of successfully working with juveniles and helping to keep them from further penetrating the juvenile justice system. The Gunnison County Juvenile Diversion program embraces The Eight Principles for Effective Interventions to include assessing for risk/needs; enhancing intrinsic motivation; targeting intervention; skill training; increasing positive reinforcement; engaging with community support; measuring processes and providing feedback of these measures. For over 30 years Juvenile Diversion has been the only early intervention program for first time offenders of its kind in the County. During these years Gunnison County Juvenile Services has expanded to now include a continuum of prevention through intervention services embracing a mission of helping youth and families to be successful in all areas of their lives while promoting community safety and accountability.

Project Description

The Gunnison County Juvenile Diversion program works to divert first-time, non-violent juvenile offenders from the traditional court system into a skills based program that emphasizes positive youth development. We believe that future re-offense can be prevented if juvenile offenders take accountability and responsibility for their actions and learn new ways of thinking. This philosophy is based upon the belief that a youth can learn from mistakes and with support can change habits and learn new life skills. The approach of the Gunnison County Juvenile Diversion program has been and always will be to look at the total child, not just the offense. The supervision approach is somewhat different with each client as each youth is looked at individually and appropriate services are established depending on age, cognitive abilities, parental support etc. Focus is on fostering youth's skills and competency in areas such as family relationships, school issues, decision making, future goals i.e. college and/employment, use of pro-social free-time activities and connection to community. Referrals can be made to the school attendance advocate to meet with the client to discuss a targeted school intervention plan. Mentoring is often accessed to work on skills such as communication with parents, academic improvement, independent living such as learning to budget and future orientation plans such as jobs and/or college. Treatment approaches may include referrals to outside agencies for services such as mentoring, mental health counseling, substance use education and treatment. Under the umbrella of Juvenile Services referrals will also be considered for the HB1451 Collaborative Management Program (CMP) Family Advocacy and Support Team (FAST) to assess for appropriate multi-system services and coordination of efforts including the evidence-based model High Fidelity Wraparound.

In Gunnison County the referral source begins with law enforcement citing a juvenile into District Court for some type of criminal violation. The charges are misdemeanor and/or felony in type but could include Marijuana Possession and other petty type offenses that are summonses into District Court with the possibility of these being filed in District Court. The District Attorney reviews these juvenile cases before court each week at a juvenile team meeting that includes the District Attorney, the Juvenile Diversion Director, the HB1451 Coordinator and the Juvenile Probation Officer to determine the most appropriate course for each case and makes the ultimate decision on the referral to Juvenile Diversion. All appropriate first-time and sometimes second time non-violent cases are assessed for potential acceptance into the Juvenile Diversion program pre-file, with the majority of the

youth reviewed being referred. The Juvenile Diversion Director then contacts the parents and/or guardians and the youth involved to set up a meeting before Court to explain the referral and the specifics of the Juvenile Diversion program and answer any questions or concerns. If the parents and/or guardians agree with the referral made by the District Attorney, they advise the District Court Judge of this agreement and an appointment is then made with the Juvenile Diversion office. At this point in time, no charges have been filed on and no records kept on the youth and the court process would be terminated.

The acceptance criteria for referrals into the program are youth ages 10-17 with misdemeanor and/or felony charges at the pre-filing stage of the court process as an alternative to the filing of a petition. Petty offenses will be considered if this diverts the youth from a District Court filing. The acceptance restrictions would be that the youth not have prior charges or program participation unless there has been considerable time between offenses or the charge is minor by definition. The juvenile must admit guilt and take responsibility for their action and this admission is part of the signed agreement.
The Gunnison County Juvenile Diversion program strives to utilize the four general principles of effective programs listed in the Juvenile Diversion Literature Review that include: systematic and standardized screening and assessment of youth; reduced penetration into the juvenile justice system; use of holistic, family centered interventions; and development and use of a wide network of community-based services (Cocozza et al. 938; Dembo et al., "Arbitration" 29).The specific services provided include the intake and coordination and case management of the entire process from beginning to end. At the initial meeting with the juvenile and parents a contract is signed outlining the specific requirements the juvenile will need to complete to successfully terminate from the program. The methodology with all referred juveniles starts with assessment. Through the intake process, informal assessment information is gathered on all aspects of a young person's life to include family, school, peers and interests. Motivational interviewing, an evidenced-based goal directed counseling style to help elicit change is utilized in this assessment and in all sessions. This helps to not only gain factual information but also begin to build a relationship with the youth and find subtle ways to encourage hope for a successful future. This process helps the youth in identifying strengths and talents that can be built upon as they design and start to work towards goals. Assistance is given towards identifying how to change behavior through cognitive-behavioral strategies and working with families to encourage their involvement. The intent of the case management plan is to identify and begin work on a targeted intervention of risk factors while the protective factors identified become the building blocks of an action plan.

Supervision is one of the identified approaches that is proving to make an impact on risky behavioral intentions in Juvenile Diversion programs (OMNI Institute Statewide Evaluation of the DCJ Juvenile Diversion program). Supervision is implemented in the program not just through case management but in all areas of the youth's involvement through school, mentors, wraparound teams and treatment providers. Other identified approaches that are proving effective are screening and assessment, accountability and competency services and counseling. Besides the informal screening through the intake, formal screening also takes place at initial sessions in house and includes the youth taking the MAYSI-2 and SUS-1a to help identify mental health and substance use risk factors. After the MAYSI-2 and SUS-1a are scored, if any areas of concern are identified, referrals for counseling and/or treatment are discussed with the youth and parent(s) for intervention and support.

Accountability methods for the youth include such things as performing community service, paying victim restitution, and restorative justice involvement to include practices such as victim impact conferencing and victim offender mediation. Most juveniles are on contract for 6-9 months or longer if

needed with weekly sessions initially and later if things are going well the sessions could be twice a month with weekly check-ins. If all has been successfully completed a termination session is held with the youth and parents to outline what they have learned and process and celebrate their success. Through the funding from DCJ/Juvenile Diversion grant the Gunnison County Juvenile Diversion program anticipates working with approximately 22 youth at a cost of $1590/youth. If appropriate, individual cases will be referred to a Restorative Justice process to repair harm and make amends to victims.

The Gunnison County Juvenile Diversion program uses a graduated sanctions model by determining if a situation warrants increased or decreased sanctions. For minor infractions a youth may be allowed to stay in the Juvenile Diversion program with added sanctions and/or interventions that include; additional community service, counseling, referrals to HB1451, System of Care, High Fidelity Wraparound, and extended supervision. Sanctions applied for a youth that continues to offend is the possible filing of charges by the District Attorney and a referral back to District Court. These youth and the circumstances are reviewed on a case by case basis. The District Attorney normally will not allow a youth to stay in the Juvenile Diversion program if there is an additional major offense committed.

Should the youth fail to successfully complete the Juvenile Diversion program, a referral back to the District Attorney's office will be made for the re-filing of the original charges. If the youth has re-offended while in the program, the new charges and the original charges will be brought back before the District Court by the District Attorney for consideration of charges being filed. These youth will be closed out as unsuccessful participants in the Juvenile Diversion program.
Successful completion is determined by the youth meeting and completing all requirements of the Juvenile Diversion contract, which includes no recidivism. All charges at this point have been dropped and no further legal action is taken.

Target population: Number of Juveniles Targeted to be Served

10	Males - White / Caucasian
6	Females- White / Caucasian
	Males - Black / African American
	Females- Black / African American
2	Males - Hispanic / Latino
2	Females- Hispanic / Latino
	Males - Asian
	Females- Asian
	Males - American Indian / Alaskan Native
	Females- American Indian / Alaskan Native
	Males - Nat. Hawaiian / Pacific Islander
	Females- Nat. Hawaiian / Pacific Islander
1	Males - Mixed Race
1	Females - Mixed Race
	Males - Other / Unknown
	Females- Other / Unknown
22	**TOTAL**

Level of Juvenile Justice Involvement

- ☐ At-Risk (no prior offenses)
- ☑ First Time Offenders
- ☑ Repeat Offenders
- ☐ Sex Offenders
- ☐ Status Offenders
- ☐ Violent Offenders

Narrative Description of Target Population:

Age Range of Target Population: 10-17
Percent of Total to be Served with Limited English Proficiency: 5%

The Gunnison County Juvenile Diversion program averages between 25-35 referrals each year, predominately male and white between the ages of 10-17. Some referrals of petty minor in possession/consumption offenders that don't meet the District Court filing level will be served through a different funding source besides this DCJ grant. For those that come from a Hispanic or Cora Indian background and are not fluent in English, interpreters will be hired on an as-needed basis to assist with culture and language issues.

Goals & Objectives / Quality Assurance Plan

GOAL 1

Goal 1	Youth will be diverted from the Juvenile Justice system by providing a Juvenile Diversion program
Objective 1.1	
Objective	Eligible youth will be referred to the Gunnison County Juvenile Diversion program
Outcome	22 youth will be served
Measurement	ETO Database, OMNI, and County Database
Timeframe	7/1/2017- 6/30/2018
Objective 1.2	
Objective	Youth will receive intake and be administered the MAYSI-2. Community referrals and individualized contract will occur from results of screening
Outcome	90% of youth will be screened 90% of youth will successfully complete their diversion contract. Less than 20% of youth will re-offend one year after program completion
Measurement	ETO Database, County Database, District Attorney and District Court
Timeframe	by June 30, 2018

Quality Assurance Plan

Evaluation of all stated objectives and outcomes will be a priority in the Gunnison County Juvenile Diversion program as a continual feedback mechanism for program effectiveness. At the initial contract signing with parent(s), an explanation is given in regards to the anonymous pre and post surveys collected from the youth for the OMNI study on Juvenile Diversion and if consent is given by the parent, a parental permission form is signed for their youth to complete the survey.

After all requirements of the program have been met, a termination session is scheduled with the youth and parents. At this meeting the youth also completes the post survey which is put in a sealed envelope and sent off to OMNI at the end of the month. The survey process and all other data is collected and

processed by the program Director. '22 youth will be served' will be measured by the data entered into ETO. The data that is input into ETO initially is the intake data form and at the end of the program the exit data form is completed. This information is collected from the initial intake information gathering session. Then, at the end of each quarter, ETO reports can be run with the number enrolled each quarter. These intake numbers are then part of the quarterly report sent in to DCJ at the end of each quarter. An internal case file is also kept in house for case management purposes. Gunnison County utilizes a system for measuring outcomes called Managing for Results (MFR) and the number served is also input into this system for data collection each quarter.

MAYSI-2 screenings are given in-house by the program director. These assessments are scored and become a part of the youth's case file with notes on indicators of risk and/or need added into the case management plan for referral for services. These referrals are then documented in the case file notes that are kept after each session and reviewed before the youth attend the next scheduled session. Collateral contacts with providers of these referred services are also noted. Re-offense during program will be tracked first of all by being in close contact with the youth and parents to monitor compliance regarding no further contact with law enforcement. This would also be tracked through weekly contact with the Juvenile Deputy District Attorney who advises of any new contacts with current Juvenile Diversion youth. This would also be recorded in ETO as a re-offense and unsuccessful completion of the program. This recidivism rate is also noted quarterly and annually in the County MFR system and is one of the key results reported on in the Gunnison County Performance review annual publication. All data is stored on-line through the ETO system and files are kept in a locked file cabinet in a locked office.

Gunnison County Juvenile Diversion staff have the capacity and commitment to participate in the evaluation and recognize the vital importance of collecting and analyzing the data to evidence the good work that is happening in Juvenile Diversion programs statewide to keep juveniles out of the juvenile justice system. Staff is able to attend evaluation training and to collect all required data. We do not anticipate any barriers to this process other than the time it takes to handle it all.

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EXHIBIT B2 – BUDGET AND BUDGET NARRATIVE

Budget Summary Requested/Awarded

	Grant Funds	Cash Match	In-Kind Match	Match Total	Project Total	Percent Match
Personnel	$ 34,000.00	$ 11,667.00	$ 0.00	$ 11,667.00	$ 45,667.00	25.00 %
Supplies & Operating	$0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00 %
Travel		$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00 %
Consultants / Contracts	$ 1,000.00	$ 0.00	$ 0.00	$ 0.00	$ 1,000.00	0.00 %
Indirect	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00 %
TOTAL	**$ 35,000.00**	**$ 11,667.00**	**$ 0.00**	**$ 11,667.00**	**$ 46,667.00**	**25.00 %**

Personnel: Budget & Budget Narrative Details

Position Title and Name	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Grant Funds	Cash Match	In-Kind Match	Total Match Committed to this Project
Janet Reinman	$70,942.00	$26,249.00	37%	$20,948.00	$7,751.00	37%	$91,890.00	$34,000.00	$11,667.00	$	$11,667.00

Budget Narrative and Justification:
The Gunnison County Juvenile Diversion program requests $34,000 in grant funds to contribute to the salary of the Juvenile Diversion Program Director. The salary and fringe benefit rates are determined by Gunnison County and evaluated periodically. Cost information regarding fringe is as follows: $10,500 for Medical, $627 for Dental, $17 for Life Ins, $2,128 401 3% Match, $1,419 457 2% Match, $5,427 Social Sec/Medicare and $830 for Worker's Comp Premium for a total of $20,948. The grant funding will be utilized in combination with the funding from Gunnison County to provide a full-time position. The tasks for the project director include the oversight, administration and supervision of the program. Initial meetings with the youth and parents are held to explain the program and establish willingness to participate and sign the Juvenile Diversion contract outlining all requirements necessary for successful completion.

Match Budget Narrative and Justification:
The source of the cash match is Gunnison County. The County portion of the total premium annually includes the Medical, Dental and Life Ins Contribution.

	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Grant Funds	Cash Match	In-Kind Match	Total Match Committed to this Project
Personnel Total	**$70,942.00**	**$26,249.00**	**37%**	**$20,948.00**	**$7,751.00**	**37%**	**$91,890.00**	**$34,000.00**	**$11,667.00**	**$0.00**	**$11,667.00**

Non-Personnel: Budget & Budget Narrative Details

SUPPLIES & OPERATING					
Item	Amount To Be	Budget Narrative and Justification	Cash Match	In-Kind Match	Match Budget Narrative and Justification

		Paid By Grant Funds				
Supplies & Operating Total		**$0.00**		**$0.00**	**$0.00**	
TRAVEL						
	Item	**Amount To Be Paid By Grant Funds**	**Budget Narrative and Justification**	**Cash Match**	**In-Kind Match**	**Match Budget Narrative and Justification**
Travel Total		**$0.00**		**$0.00**	**$0.00**	
CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)						
	Item	**Amount To Be Paid By Grant Funds**	**Budget Narrative and Justification**	**Cash Match**	**In-Kind Match**	**Match Budget Narrative and Justification**
	OMNI Institute	$ 1,000	Electronic reporting and evaluation system for ETO/DCJ data system.	$0.00	$0.00	
Consultants/Contracts Total		**$ 1,000**		**$0.00**	**$0.00**	
INDIRECT						
	Item	**Amount To Be Paid By Grant Funds**	**Budget Narrative and Justification**	**Cash Match**	**In-Kind Match**	**Match Budget Narrative and Justification**
	Indirect Total	**$0.00**		**$0.00**	**$0.00**	
		Amount To Be Paid By Grant Funds	**Budget Narrative and Justification**	**Cash Match**	**In-Kind Match**	**Match Budget Narrative and Justification**
NON PERSONNEL TOTAL		**$ 1,000.00**		**$ 0.00**	**$ 0.00**	

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EXHIBIT C – SAMPLE OPTION LETTER

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

2. OPTIONS:

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

3. REQUIRED PROVISIONS:

A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. **For use with all Options that modify the Contract Maximum Amount:** 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 above.

4. OPTION EFFECTIVE DATE:

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

STATE OF COLORADO John W. Hickenlooper, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date:_____

EXHIBIT D – SAMPLE GRANT FUNDING CHANGE LETTER

State Agency Insert Department's or IHE's Full Legal Name	**Grant Funding Change Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Original Grant Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Grant Funding Change Letter Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** The later of the Effective Date or Month Day, Year **Current Contract Expiration Date** Month Day, Year

5. GRANT FUNDING CHANGE

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

A. The funding available for State Fiscal Year 20xx is Increased/Decreased by $Amount of Change, because Insert Reason For Change.

B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

6. TERMINOLOGY

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

7. NO ORDER FOR WORK

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

8. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:

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

STATE OF COLORADO
John W. Hickenlooper, Governor
INSERT-Name of Agency or IHE
INSERT-Name & Title of Head of Agency or IHE

_____
By: Name & Title of Person Signing for Agency or IHE

Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval

Grant Funding Change Letter Effective Date:_____