# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Ratification of Cty Manager's Sign.; Intergovernme

**Action Requested:** County Manager Signature

**Parties to the Agreement:** Division of Criminal Justice and Gunnison County

**Term Begins:** 7/1/2019 **Term Ends:** 6/30/2020 **Grant Contract #:** 2020-DV-20-300005-07

**Summary:**

This is year 3 of 3 for the Division of Criminal Justice Juvenile Diversion funding.

**Fiscal Impact:** $11, 667 matching grant money

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

**Finance Review:** (●) Required ( ) Not Required

Comments:
On-going funding, in 2019 adopted budget. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/28/2019

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

Comments:
Appears to be legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 5/28/2019 Certificate of Insurance Required Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/30/2019

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

Agenda Date: 6/18/2019

*Revised April 2015*

# GRANT AWARD LETTER (Intergovernmental Grant Agreement)

## SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

| | |
|---|---|
| **State Agency**<br>Department of Public Safety, Division of Criminal Justice | **DCJ Grant Number:** 2020-DV-20-30005-07<br>**CMS Number:** N/A |
| **Grantee**<br>Gunnison County | **Grant Amount**<br>State Fiscal Year 2019-2020: $35,000 |
| **Grantee DUNS:** 133115220 | **Total Grant Funds Awarded: $35,000** |
| **Grant Issuance Date (Start Date)**<br>The later of July 1, 2019 or the date the State Controller or an authorized delegate signs this Grant Letter | **Grantee Match Amount Required**<br>State Fiscal Year 2019-2020: $11,667<br>**Total Match Required from Grantee: $11,667** |
| **Grant Expiration Date:** June 30, 2020 | **Match Percentage Required: 25%** |
| Is this Award for Research and Development (R&D)? **No** | **Grant Description**<br>Funding for the Gunnison County Juvenile Diversion program, 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. |
| **State Grant Authority**<br>The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507.<br><br>Authority to enter into this Grant exists in the Juvenile Diversion Program, as defined in the Colorado Revised Statute §19-2-203. | |

**Grant Purpose**

Per Colorado Statute, the goal of diversion is to prevent further involvement of juveniles in the formal justice system (19-1-103(44) C.R.S.). Juvenile diversion programs should be community-based alternatives to the formal court system for youth between the ages of 10-17 who have been taken into custody for misdemeanor or felony offenses. Diversion programs should concentrate on holding the youth accountable for their behavior while involving them in programs and activities to prevent future criminal and delinquent behavior.

**Exhibits and Order of Precedence**

The following Exhibits and attachments are included with this Grant:

1. Exhibit A1, Sample Option Letter
2. Exhibit A2, Sample Grant Funding Change Letter
3. Exhibit B, Grant Requirements
4. Exhibit C, Special Conditions
5. Exhibit D, Statement of Work.
6. Exhibit E, Budget.

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

1. Colorado Special Provisions in §Error! Reference source not found. of the main body of this Grant.
2. Exhibit C, Special Conditions
3. The provisions of the other sections of the main body of this Grant.
4. Exhibit B, Grant Requirements
5. Exhibit D, Statement of Work.
6. Exhibit E, Budget.

## SIGNATURE PAGE

## THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

| **GRANTEE**<br>Gunnison County | **STATE OF COLORADO**<br>Jared Polis, Governor<br>Department of Public Safety<br>Stan Hilkey, Executive Director |
|---|---|
| By: Matthew Birnie, County Manager<br>Date: MAY 30, 2019 | By: Division of Criminal Justice<br>☐ Joe Thome, Director, or<br>☐ Debbie Oldenettel, Deputy Director<br><br>Date: _____ |

In accordance with §24-30-202, C.R.S., this 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 Grant Coordinator, Division of Criminal Justice

Effective Date: _____

TABLE OF CONTENTS

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS ..... 1
SIGNATURE PAGE ..... 2
1. GRANT ..... 3
2. TERM ..... 3
3. DEFINITIONS ..... 4
4. STATEMENT OF WORK ..... 7
5. PAYMENTS TO GRANTEE ..... 7
6. REPORTING - NOTIFICATION ..... 8
7. GRANTEE RECORDS ..... 8
8. CONFIDENTIAL INFORMATION-STATE RECORDS ..... 9
9. CONFLICTS OF INTEREST ..... 10
10. INSURANCE ..... 10
11. REMEDIES ..... 11
12. DISPUTE RESOLUTION ..... 111
13. NOTICES AND REPRESENTATIVES ..... 11
14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION ..... 11
15. GOVERNMENTAL IMMUNITY ..... 11
16. GENERAL PROVISIONS ..... 11
EXHIBIT A1, SAMPLE OPTION LETTER ..... 1
EXHIBIT A2, SAMPLE GRANT FUNDING CHANGE LETTER ..... 1
EXHIBIT B, GRANT REQUIREMENTS ..... 1
EXHIBIT C, SPECIAL CONDITIONS ..... 1
EXHIBIT D, STATEMENT OF WORK ..... 1
EXHIBIT E, BUDGET ..... 1

## 1. GRANT

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

## 2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with a written notice to Grantee in a form substantially equivalent to **Exhibit A1, Sample Option Letter** showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award

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

## 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in **Exhibit E, Budget**.

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

C. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.

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

E. **"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.

F. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

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

H. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

I. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

J. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant.

K. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter.

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 Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

N. **"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).

O. "**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.

P. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

Q. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

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

S. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

T. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.

U. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

V. **"Program"** means the **Grant Program** listed in the table FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD found on pages 1 or 2 of this grant.

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

X. "**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, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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

Z. "**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.

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 or Subgrantee to aid in performance of the Work. This establishes a **procurement** relationship. The subcontractor provides goods or services for the benefit of the purchaser.

CC. **"Subgrantee"** means third-parties, if any, engaged by Grantee or Subgrantee to aid in performance of the Work. This establishes a **grant** relationship. The beneficiary, not the purchaser, receives benefit from the work. A subgrantee receiving federal grant funds is also called a subrecipient. There may be multiple tiers of subgrantees/subrecipients and do not include procurement transactions.

DD. "**Tax Information**" means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.

EE. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

FF. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

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

## 4. STATEMENT OF WORK

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

## 5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for State shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date.

B. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received written approval from, the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the State share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

C. Close-Out.

Grantee shall close out this Grant within **45** days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold remaining funds until all final documentation has been submitted and accepted by the State as substantially complete.

D. Matching Funds.

Grantee shall provide the Grantee Match Amount Required (Match) shown on the first page of this Grant Award Letter and described in **Exhibit E, Budget**. Grantee shall provide the minimum required **Match Percentage** at the time of each reimbursement request; including the appropriation and allocation of cash match, and utilization of in-kind match. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

## 6. REPORTING - NOTIFICATION

A. Quarterly Reports.

Grantee shall submit, on a quarterly basis, a written progress report and financial report. Such progress reports shall be in accordance with the procedures developed and prescribed by the DCJ State Administrative Guide. Progress reports shall be submitted to the State not later than 15 Days following the end of each calendar quarter or at such time as otherwise specified by the State. If the 15th does not fall on a Business Day, the report is due the following Business Day.

B. Performance and Final Status

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

C. 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 may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

## 7. GRANTEE RECORDS

A. Maintenance and Inspection

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

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that

does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subgrant, then the subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that. Grantee's failure to comply with and/or correct monitoring findings shall constitute a breach of this Grant Agreement.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of the Grantee Agency's final audit report in accordance with **Exhibit B, Grant Requirements §1**.

## 8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subgrantees or Subcontractors will or may receive the following types of data, Grantee or its Subgrantees and Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns, 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 Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, Subgrantees and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign, Subgrantee or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

E. Safeguarding PII

If Grantee or any of its Subgrantees or Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

## 9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

## 10. INSURANCE

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

## 11. REMEDIES

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

## 12. DISPUTE RESOLUTION

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

## 13. NOTICES AND REPRESENTATIVES

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

## 14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

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

## 15. GOVERNMENTAL IMMUNITY

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

## 16. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

i. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to **Exhibit A1**, **Sample Option Letter** and **Exhibit A2**, **Sample Grant Funding Change Letter** to modify the grant agreement. If exercised, the provisions of the Grant Funding Change Letter shall become part of and be incorporated into the original grant.

ii. The State may increase or decrease the quantity of goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** 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 A1, Sample Option Letter**.

iii. The State may add or delete the goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** as long as the change does not change the overall scope of the approve 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 A1, Sample Option Letter**.

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

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

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

G. Severability

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

H. Subcontracts and Subgrants

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.

I. Survival of Certain Grant Award Letter Terms

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

J. Third Party Beneficiaries

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

K. Waiver

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

# EXHIBIT A1, SAMPLE OPTION LETTER

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

**1. 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

**2. 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.

**3. OPTION EFFECTIVE DATE:**

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

| | |
|---|---|
| **STATE OF COLORADO**<br>Jared Polis, Governor<br>INSERT-Name of Agency or IHE<br>INSERT-Name & Title of Head of Agency or IHE<br><br>_____<br>By: Name & Title of Person Signing for Agency or IHE<br><br>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.<br>**STATE CONTROLLER**<br>**Robert Jaros, CPA, MBA, JD**<br><br>By:_____<br>Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval<br><br>Option Effective Date:_____ |

# EXHIBIT A2, SAMPLE GRANT FUNDING CHANGE LETTER

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

**1. 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.

**2. TERMINOLOGY**

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

**3. 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.

**4. 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**
Jared Polis, 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:_____

# EXHIBIT B, GRANT REQUIREMENTS

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

## 1. AUDIT REQUIREMENTS

### A. Due Date:

**i. Project Start:**

The Grantee must submit the most recent audit or financial review, including the corresponding management letter, 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.

**ii. 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:

**i.** 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.)

**ii.** 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. Report/Audit Costs:

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:

**i.** does not meet the applicable federal audit or DCJ standards;
**ii.** is not submitted in a timely manner; or,
**iii.** does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

**D. Failure to Comply:**

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. 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.

## 3. 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.

## 4. AWARD CHANGE REQUESTS

**A.** 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 Letter for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in **§16.D** in the body of the Grant Award Letter.

## EXHIBIT C, SPECIAL CONDITIONS

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

The following Special Conditions documents, if checked, are incorporated herein. These documents are located on the DCJ Grants website and may also be obtained from DCJ upon request.

These conditions are subject to change based upon any decisions from the General Assembly effective July 1, 2019. Any changes will be referenced as an "Addendum" on the DCJ Grants website and may also be obtained from DCJ upon request.

☒ 2019 Juvenile Diversion Special Conditions

# EXHIBIT D, STATEMENT OF WORK

## 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, a DHS Child Welfare Manager 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.

## Goals & Objectives:

| | |
|---|---|
| **GOAL 1** | |
| **Goal** | 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** | 7/1/2019- 6/30/2020 |
| **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, 2020 |

# EXHIBIT E, BUDGET

**Budget Summary Requested/Awarded**

| | Grant Funds | Cash Match | In-Kind Match | Match Total | Project Total |
|---|---|---|---|---|---|
| Personnel | $ 34,000 | $ 11,667 | $ 0 | $ 11,667 | $ 45,667 |
| Supplies & Operating | $ 0 | $ 0 | $ 0 | $ 0 | $ 0 |
| Travel | $ 0 | $ 0 | $ 0 | $ 0 | $ 0 |
| Equipment | $ 0 | $ 0 | $ 0 | $ 0 | $ 0 |
| Consultants / Contracts | $ 1,000 | $ 0 | $ 0 | $ 0 | $ 1,000 |
| Indirect | $ 0 | $ 0 | $ 0 | $ 0 | $ 0 |
| **Total** | **$ 35,000** | **$ 11,667** | **$ 0** | **$ 11,667** | **$ 45,667** |

**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 | $ 26,249 | 37% | $ 20,948 | $ 7,751 | 37% | $ 91,890 | $ 34,000 | $ 11,667 | $ 0 | $ 11,667 |
| **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 Insurance, $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 $20,948. The grant funding will be utilized in combination with the funding from Gunnison County to provide a full-time position. The tasks for the project director include the oversight, administration and supervision of the program. Initial meetings with the youth and parents are held to explain the program and establish willingness to participate and sign the Juvenile Diversion contract outlining all requirements necessary for successful completion. | | | | | | | | | | |
| **Match Narrative and Justification:** | The source of the cash match is Gunnison County.<br>The County portion of the total premium annually includes the Medical, Dental and Life Insurance Contribution. | | | | | | | | | | |
| **Total** | **$ 70,942** | **$ 26,249** | **37 %** | **$ 20,948** | **$ 7,751** | **37 %** | **$ 91,890** | **$ 34,000** | **$ 11,667** | **$ 0** | **$ 0** |

**Non-Personnel: Budget & Budget Narrative Details**

| Budget Item | Amount To Be Paid By Grant Funds | Budget Narrative and Justification | Cash Match | In-Kind Match | Match Narrative and Justification |
|---|---|---|---|---|---|
| **SUPPLIES & OPERATING** | | | | | |
| N/A | $ 0 | | | | |
| **Supplies & Operating Total** | **$ 0** | | | | |
| **TRAVEL** | | | | | |
| N/A | $ 0 | | | | |
| **Travel Total** | **$ 0** | | | | |
| **EQUIPMENT** | | | | | |
| N/A | $ 0 | | | | |
| **Equipment Total** | **$ 0** | | | | |

| | | |
|---|---|---|
| **CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)** | | |
| OMNI Institute | $ 1,000 | Electronic reporting and evaluation system for ETO/DCJ data system. |
| **Consultants/Contracts Total** | **$ 1,000** | |
| **INDIRECT** | | |
| N/A | $ 0 | |
| **Indirect Total** | **$ 0** | |
| **Total Non-Personnel** | **$ 1,000** | |