AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Grant

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: 7/1/2015 **Term Ends:** 6/30/2016 **Grant Contract #:**

Summary:

The relative grant application for this contract was approved for submission on 4/7/15. Attached is the grant agreement.

Fiscal Impact: $49,982

Submitted by: Katherine Haase for Kari Commerford **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
The budget was reviewed during application process.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/12/2015

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

Comments:
OK db 5/13/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 5/13/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/13/2015

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

Agenda Date: 5/19/2015

Revised April 2015

DEPARTMENT OF HUMAN SERVICES
ROUTING NO. 16 IHFA 77846

CONTRACT

This contract is made and entered into by and between the named parties. In accordance with the purposes stated herein, it is hereby agreed as follows:

STATE:

State of Colorado for the use & benefit of the
Department of Human Services
Division of Child Welfare
1575 Sherman Street, 2nd Floor
Denver, CO 80203

CONTRACTOR:

Gunnison County Government
200 East Virginia Avenue
Gunnison, CO 81230

CONTRACT MADE DATE:
05/9/2015

PO/SC ENCUMBRANCE NUMBER:
CT IHFA

TERM:
This contract shall be effective upon approval by the State Controller, or designee, or on 07/01/2015, whichever is later. The contract shall end on 06/30/2016.

PROCUREMENT METHOD:
Request For Applications

BID/RFP/LIST PRICE AGREEMENT NUMBER:
None Used

LAW SPECIFIED VENDOR STATUTE:
Not Applicable

CONTRACTOR'S ENTITY TYPE:
Governmental Entity

CONTRACTOR'S STATE OF INCORPORATION:
Colorado

BILLING STATEMENTS RECEIVED:
Monthly

STATUTORY AUTHORITY:
C.R.S. § 26-1-111

CONTRACT PRICE NOT TO EXCEED:
$49,982.00

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY 16: $49,982.00

PRICE STRUCTURE:
Cost Reimbursement

FUND SOURCE – NAME OF FEDERAL PROGRAM/GRANT AND FUNDS ID#

STATE REPRESENTATIVE:
Kavitha Kailasam
TGYS Program Administrator
CDHS, Division of Child Welfare
1575 Sherman Street, 2nd Floor
Denver, CO 80203

CONTRACTOR REPRESENTATIVE:
Kari Commerford
Gunnison County Government
200 East Virginia Avenue
Gunnison, CO 81230

SCOPE OF WORK:
In accordance with the provisions of this contract and its exhibits and attachments, the Contractor shall: Provide all deliverables as stated in the Attached Exhibit A-1, Statement of Work for the TGYS program, which provides, effective, community-based programs that provide services to children, youth and families with the goal of reducing youth crime, violence, and/or preventing child abuse and neglect.

EXHIBITS:

The following exhibits are hereby incorporated:

Exhibit A-1 -	Statement of Work
Exhibit B -	Additional Statement of Work Provisions
Exhibit C-1 -	Budget
Exhibit D -	Option Letter

COORDINATION:

The State warrants that required approval, clearance and coordination has been accomplished from and with appropriate agencies.

APPROVAL:

In no event shall this contract be deemed valid until it shall have been approved by the State Controller or his/her designee.

PROCUREMENT:

This contractor has been selected in accordance with the requirements of the Colorado Procurement Code.

PRICE PROVISIONS:

Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services and/or deliverables. The liability of the State at any time for such payments shall be limited to the encumbered amount remaining of such funds.

Authority exists in the laws and funds have been budgeted, appropriated and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment.

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

The Contractor understands and agrees that the State shall not be liable for payment for work or services or for costs or expenses incurred by the Contractor prior to the proper execution and State Controller approval of this contract.

GENERAL PROVISIONS

The following clauses apply to this contract:

A. Governmental Immunity/Limitation of Liability: Notwithstanding anything herein to the contrary, 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, protection, or other provisions of the "Colorado Governmental Immunity Act", C.R.S. §24-10-101, *et seq.*, as now or hereinafter amended. The parties understand and agree that the liability of the State for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of C.R.S. §24-10-101, *et seq.*, as now or hereafter amended and the risk management statutes, C.R.S. §24-30-1501, *et seq.*, as now or hereafter amended. Any liability of the State created under any other provision of this contract, whether or not incorporated herein by reference, shall be controlled by, limited to, and otherwise modified so as to conform with, the above cited laws.

B. Federal Funds Contingency: Payment pursuant to this contract, if in federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. In the event that said funds, or any part thereof, become unavailable, as determined by the State, the State may immediately terminate this contract or amend it accordingly.

C. Billing Procedures: The State shall establish billing procedures and requirements for payment due the Contractor in providing performance pursuant to this contract. The Contractor shall comply with the established billing procedures and requirements for submission of billing statements. The State shall comply with CRS 24-30-202(24) when paying vendors upon receipt of a correct notice of the amount due for goods or services provided hereunder.

D. Exhibits- Interpretation: Unless otherwise stated, all referenced exhibits are incorporated herein and made a part of this contract. And, unless otherwise stated, in the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of this contract shall always be controlling over other provisions in the contract or amendments; 2) the contract "cover" pages; 3) the General Provisions of this contract; 4) the exhibits to this contract, except that any exhibit entitled: "Modifications to the General Provisions" shall take priority over the General Provisions of this contract.

E. Notice and Representatives: For the purposes of this contract, the representative for each party is as designated herein. Any notice required or permitted may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address provided, and if sent by mail it is effective when posted in a U.S. Mail Depository with sufficient postage attached thereto. Notice of change of address or change or representative shall be treated as any other notice.

F. Contractor Representations:
   1. Licenses and Certifications: The Contractor certifies that, at the time of entering into this contract, it and its agents have currently in effect all necessary licenses, certifications, approvals, insurance, etc. required to properly provide the services and/or supplies covered by this contract in the state of Colorado. Proof of such licenses, certifications, approvals, insurance, etc. shall be provided upon the State's request. Any revocation, withdrawal or nonrenewal of necessary license, certification, approval, insurance, etc. required for the Contractor to properly perform this contract, shall be grounds for termination of this contract by the State.
   2. Qualification: Contractor certifies that it is qualified to perform such services or provide such deliverables as delineated in this contract.
   3. Exclusion, Debarment and/or Suspension: Contractor represents and warrants that Contractor, or its employees or authorized subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. In the event Contractor, or one of its employees or authorized subcontractors, is excluded from

participation, or becomes otherwise ineligible to participate in any such program during the Term, Contractor will notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State reserves the right to immediately cease contracting with Contractor.

4. Work Performed Outside the United States or Colorado, pursuant to C.R.S. §24-102-206: The Contractor certifies all work performed under this Contract, including any subcontracts, is anticipated to be and will be performed within the United States or Colorado, unless otherwise specified in the Statement of Work. If work under this Contract is anticipated to be or will be performed outside the United States or Colorado, the countries and/or states where work will be performed, and the reasons it is necessary or advantageous to go outside the United States or Colorado to perform the work are also specified in the Statement of Work.

G. Legal Authority: The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and bind the Contractor to its terms. The person(s) executing this contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this contract.

H. Indemnification: Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

[Applicable Only to Intergovernmental Contracts] 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, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

I. Insurance: Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

1. Contractor
   a. Public Entities: If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Contractor shall maintain 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. Contractor shall show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.
   b. Non-Public Entities: If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Contract insurance coverage and policies meeting the same requirements set forth in provision I.2 below with respect to Subcontractors that are not "public entities".
2. Contractors – Subcontractors
   Contractor shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to include insurance requirements substantially similar to the following:
   a. Worker's Compensation: Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor or Subcontractor employees acting within the course and scope of their employment.
   b. General Liability: Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
      (a) $1,000,000 each occurrence;
      (b) $1,000,000 general aggregate;
      (c) $1,000,000 products and completed operations aggregate; and

(d) $50,000 any one fire.

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

c. Automobile Liability: Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

d. Professional Liability: Professional liability insurance with minimum limits of liability of not less than $1,000,000, unless waived by the State.

e. Privacy Insurance
If this Contract includes a HIPAA Business Associates Addendum exhibit, Contractor shall obtain and maintain during the term of this Contract liability insurance covering all loss of Protected Health Information data and claims based upon alleged violations of privacy rights through improper use or disclosure of Protected Health Information with a minimum annual limit of $1,000,000.

f. Additional Insured: The State shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.

g. Primacy of Coverage: Coverage required of Contractor and Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

h. Cancellation: The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with provision E. Notice and Representatives within seven days of Contractor's receipt of such notice.

i. Subrogation Waiver: All insurance policies in any way related to this Contract and secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

3. Certificates: Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Contract. No later than 15 days prior to the expiration date of any such coverage, Contractor and each Subcontractor shall deliver to the State or Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Contract or any subcontract, Contractor and each Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this provision I.

J. Disaster Planning and Pandemic Outbreaks: The State may require the Contractor to submit a Disaster Response Plan (Plan) to ensure the delivery hereunder of essential government services during a disaster, declared emergency, and/or pandemic outbreak. The Plan would take precedence over and nullify any contractual provision relating to force majeure or "Acts of God." Accordingly, should the work performed by the Contractor under this contract include the provision of any essential government services, the State may request a Plan from the Contractor, and, upon such request, the Contractor shall forthwith submit a Plan, and the Contractor shall be bound to perform hereunder in accordance therewith.

K. Rights in Data, Documents and Computer Software or Other Intellectual Property:
All intellectual property including without limitation, databases, software, documents, research, programs and codes, as well as all, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the contractor in the performance of its obligations under this contract shall be the exclusive property of the State. Unless otherwise stated, all such materials shall be delivered to the State by the contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of the contractor's obligations under this contract without a prior written consent of the State. All documentation,

accompanying the intellectual property or otherwise, shall comply with the State requirements which include but is not limited to all documentation being in a paper, human readable format which is useable by one who is reasonably proficient in the given subject area.

L. Proprietary Information: Proprietary information for the purpose of this contract is information relating to a party's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information lawfully obtained by third parties, which is in the public domain, or which is developed independently.

Neither party shall use or disclose directly or indirectly without prior written authorization any proprietary information concerning the other party obtained as a result of this contract. Any proprietary information removed from the State's site by the Contractor in the course of providing services under this contract will be accorded at least the same precautions as are employed by the Contractor for similar information in the course of its own business.

M. Records Maintenance, Performance Monitoring & Audits: The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the program/project or the delivery of services under this contract. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records.

The Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with this contract. Except as provided by law, no information in possession of the Contractor about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, guardian, or the State. The Contractor shall have written policies governing access to, duplication and dissemination of, all such information and advise its agents, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its agents, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.

The Contractor authorizes the State, the federal government or their designee, to perform audits and/or inspections of its records, at any reasonable time, to assure compliance with the state or federal government's terms and/or to evaluate the Contractor's performance. Any amounts the State paid improperly shall be immediately returned to the State or may be recovered in accordance with other remedies.

All such records, documents, communications, and other materials shall be the property of the State unless otherwise specified herein and shall be maintained by the Contractor, for a period of three (3) years from the date of final payment or submission of the final federal expenditure report under this contract, unless the State requests that the records be retained for a longer period, or until an audit has been completed with the following qualification. If an audit by or on behalf of the federal and/or state government has begun but is not completed at the end of the three (3) year period, or if audit findings have not been resolved after a three (3) year period, the materials shall be retained until the resolution of the audit findings.

The Contractor shall permit the State, any other governmental agency authorized by law, or an authorized designee thereof, in its sole discretion, to monitor all activities conducted by the Contractor pursuant to the terms of this contract. Monitoring may consist of internal evaluation procedures, reexamination of program data, special analyses, on-site verification, formal audit examinations, or any other procedures as deemed reasonable and relevant. All such monitoring shall be performed in a manner that will not unduly interfere with contract work.

N. Taxes: The State, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all state and local government use taxes [C.R.S. §39- 26-114(a) and 203, as amended]. The contractor is hereby notified that when materials are purchased for the benefit of the State, such exemptions apply except that in certain political subdivisions the vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to the State. These sales or use taxes will not be reimbursed by the State.

O. Conflict of Interest: During the term of this contract, the Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the Contractor fully performing his/her obligations under this contract.

Additionally, the Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, the Contractor agrees to refrain from any practices, activities or relationships which could reasonably be considered to be in conflict with the Contractor's fully performing his/her obligations to the State under the terms of this contract, without the prior written approval of the State.

In the event that the Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, the Contractor shall submit to the State a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be grounds for termination of the contract.

Further, the Contractor shall maintain a written code of standards governing the performance of its agent(s) engaged in the award and administration of contracts. Neither the Contractor nor its agent(s) shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent;
2. Any member of the employee's immediate family;
3. The employee's partner; or
4. An organization which employees, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. Neither the Contractor nor its agent(s) will solicit nor accept gratuities, favors, or anything of monetary value from Contractor's potential contractors, or parties to subagreements.

P. Conformance with Law: The Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include:

- Age Discrimination Act of 1975, 42 U.S.C. Section 6101 et seq. and its implementing regulation, 45 C.F.R. Part 91;
- Age Discrimination in Employment Act of 1967, 29 U.S.C. 621 et seq.;
- Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq.;
- The Drug Free Workplace Act of 1988, 41 U.S.C. 701 et seq.;
- Equal Pay Act of 1963, 29 U.S.C. 206;
- Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d et seq. and implementing regulations, 45 C.F.R. Parts 160 and 164;
- Immigration Reform and Control Act of 1986, 8 U.S.C. 1324b;
- Pro-Children Act of 1994, 20 U.S.C. 6081 et seq.;
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84;
- Titles VI & VII of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) & (e);
- The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 42 USC 604a, PL 104-193. See also State Executive Order D 015 00;
- Title IX of the Education Amendments of 1972, 20 U.S.C. 1681 et seq.;
- The Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule), at 45 CFR, Part 92;
- The Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations (Common Rule), at 2 CFR 215;
- Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.
- The Hatch Act (5 USC 1501-1508) and Civil Service Reform Act, Public Law 95-454 Section 4728.
- Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, 1990, PL 101-166, Section 511.
- 45 CFR Subtitle A, Department of Health and Human Services regulations.
- The Single Audit Act Amendments of 1996, 31 USC 7501, Public Law 104-156, OMB Circular A-133, and 45 CRF 74.26.
- The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-

282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required thereunder. This Act is also referred to as FFATA.

- The American Recovery and Reinvestment Act of 2009 (Public Law 111-5), including without limitation all data reporting requirements required thereunder. This Act is also referred to as ARRA.

Q. Restrictions on Public Benefits: Pursuant to House Bill 06S-1023, as codified at C.R.S. § 24-76.5-101 et seq., except as otherwise provided therein or where exempt by federal law, the State is required to verify the lawful presence in the United States of each natural person 18 years of age or older who applies for state or local public benefits or for federal public benefits for the applicant. Accordingly, should the work performed by the Contractor under this contract include the provision of any of said benefits to any natural person 18 years of age or older who applies therefore for the applicant, the Contractor shall follow the requirements of said law in the provision of said benefits as if it were the State. The State will provide the Contractor with specific instruction on the identification documentation required and the process to be followed by the Contractor to properly comply with the law if the work done under this contract is subject to these requirements.

R. Statewide Contract Management System:

1. When Applicable. If the maximum amount payable to Contractor under this Contract is $100,000 or greater, either on the Effective Date or at anytime thereafter, this provision applies.
2. Governing State Statutes. Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.
3. Performance Evaluation and Review. Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law (including without limitation CRS §24-103.5-101), and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include without limitation quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations hereunder. Such performance information shall be entered into the statewide Contract Management System at intervals during the term hereof determined appropriate by the State, and a final Evaluation, Review and Rating shall be rendered by the State within 30 days of the end of the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.
4. Gross Failure to Meet Performance Measures. Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Human Services, for good cause shown, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation and Review and Rating by: **(a)** filing rebuttal statement(s), which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor by the Executive Director upon showing of good cause.
5. CORA Disclosure: To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101 are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

S. Performance Ratings and Guidelines:
The Contractor will be given a Final Contractor Performance Evaluation at the end of the contract term in accordance with C.R.S. §24-102-205(6) and General Provision R. above. The list of available Performance Ratings, along with

guidelines for what final rating will be given, are as follows:

1. Above Standard: This rating may be given where Contractor consistently performs in a manner that exceeds the requirements of this Contract, and where such performance is measurable against objective factors specifically identified for use in achieving the purposes of this provision. If applicable to work performed under this Contract, the objective factors and performance required to merit an "Above Standard" rating are specified in a so dedicated Exhibit to this Contract, which may be included herein from the start of the contract or subsequently be added by formal contract amendment at any time before the end of the contract term. If there is no such dedicated Exhibit included or subsequently added herein, this rating is unavailable.
2. Standard: This rating will be given where: 1.) Contractor's performance hereunder meets the requirements of this Contract in areas of quality, cost, and timeliness; 2.) Contractor's work is accepted by the State; and 3.) full payment hereunder is made to Contractor for such performance.
3. Below Standard: This rating may be given where Contractor materially fails to perform the requirements of this Contract and such failure results in the State's invocation of contract remedies and/or contract termination in accordance with General Provision X. below.

T. Discrimination: The Contractor during the performance of this contract shall:

1. not discriminate against any person on the basis of race, color, national origin, age, sex, religion and handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.
2. not exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-302, et seq.

U. Criminal Background Check: Pursuant to C.R.S. §27-90-111 and Department of Human Services Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

1. submit to a criminal background check, and
2. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and DHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

V. Litigation: The Contractor shall within five (5) calendar days after being served with a summons, complaint, or other pleading which has been filed in any federal or state court or administrative agency notify the State that it is a party defendant in a case which involves services provided under this contract. The Contractor shall deliver copies of such document(s) to the State's Executive Director. The term "litigation" includes an assignment for the benefit of creditors, and filings in bankruptcy, reorganization and/or foreclosure.

W. Disputes: Except as herein specifically provided otherwise, disputes concerning the performance of this contract which cannot be resolved by the designated contract representatives shall be referred in writing to a senior departmental management staff designated by the department and a senior manager designated by the Contractor. Failing resolution at that level, disputes shall be presented in writing to the Executive Director and the Contractor's chief executive officer for resolution. This process is not intended to supersede any other process for the resolution of controversies provided by law.

X. Remedies: Acceptance is dependent upon completion of all applicable inspection procedures. The State reserves the right to inspect the goods and/or services provided under this contract at all reasonable times and places. The Executive Director of the State or her/his designee may exercise the following remedial actions should s/he find the Contractor substantially failed to satisfy the scope of work found in this contract. Substantial failure to satisfy the scope of work shall be defined to mean substantially insufficient, incorrect or improper activities or inaction by the Contractor. Without limitation, the State has the right to:

1. withhold payment until performance is cured,

2. require the vendor to take necessary action to ensure that the future performance conforms to contract requirements,
3. request removal of a Contractor's agent from contract work,
4. equitably reduce the payment due the vendor to reflect the reduced value of the services performed,
5. recover payment for work that due to the Contractor cannot be performed or would be of no value to the State,
6. modify or recover payments (from payments under this contract or other contracts between the State and the vendor as a debt due to the State) to correct an error due to omission, error, fraud and/or defalcation,
7. terminate the contract.

These remedies in no way limit the remedies available to the State in the termination provisions of this contract, or remedies otherwise available at law.

Y. Termination:

1. Termination for Default: The State may terminate the contract for cause. If the State terminates the contract for cause, it will first give ten (10) days prior written notice to the Contractor, stating the reasons for cancellation, procedures to correct problems, if any, and the date the contract will be terminated in the event problems have not been corrected. In the event this contract is terminated for cause, the State will only reimburse the Contractor for accepted work or deliverables received up to the date of termination. In the event this contract is terminated for cause, final payment to the Contractor may be withheld at the discretion of the State until completion of final audit. Notwithstanding the above, the Contractor may be liable to the State for the State's damages. If it is determined that the Contractor was not in default then such termination shall be treated as a termination for convenience as described herein.
2. Termination for Convenience: The State shall have the right to terminate this contract by giving the Contractor at least twenty (20) days prior written notice. If notice is so given, this contract shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.
3. Immediate Termination: This contract is subject to immediate termination by the State in the event that the State determines that the health, safety, or welfare of persons receiving services may be in jeopardy. Additionally, the State may immediately terminate this contract upon verifying that the Contractor has engaged in or is about to participate in fraudulent or other illegal acts.
4. Termination for Financial Exigency: The State shall have the right to terminate this contract for financial exigency by giving the Contractor at least thirty (30) days prior written notice. For the purposes of this provision, a financial exigency shall be a determination made by the Colorado legislature or its Joint Budget Committee that the financial circumstances of the State are such that it is in the best interest of the State to terminate this contract. If notice of such termination is so given, this contract shall terminate on the expiration of the time period specified in the notice, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.

   In the event that the State terminates this contract under the Termination for Convenience or Termination for Financial Exigency provisions, the Contractor is entitled to submit a termination claim within ten (10) days of the effective date of termination. The termination claim shall address and the State shall consider paying the following costs:
   a. the contract price for performance of work, which is accepted by the State, up to the effective date of the termination.
   b. reasonable and necessary costs incurred in preparing to perform the terminated portion of the contract
   c. reasonable profit on the completed but undelivered work up to the date of termination
   d. the costs of settling claims arising out of the termination of subcontracts or orders, not to exceed 30 days pay for each subcontractor
   e. reasonable accounting, legal, clerical, and other costs arising out of the termination settlement.

   In no event shall reimbursement under this clause exceed the contract amount reduced by

amounts previously paid by the State to the Contractor.

Z. Venue: The parties agree that venue for any action related to performance of this contract shall be in the City and County of Denver, Colorado.

AA. Understanding of the Parties:

1. Complete Understanding: This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules. Descriptive headings as used herein are for convenience and shall not control or affect the meaning or construction of any provision of this contract.
2. Severability: To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
3. Benefit and Right of Action: Except as herein specifically provided otherwise, it is expressly understood and agreed that this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. All rights of action relating to enforcement of the terms and conditions shall be strictly reserved to the State and the named Contractor. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Contractor that any such person or entity, other than the State or the Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.
4. Waiver: The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
5. Survival: The State and the Contractor's obligations under this contract shall survive following termination or expiration to the extent necessary to give effect to the intent and understanding of the parties.
6. Subcontracting: Except as herein specifically provided otherwise, the duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, subgranted or subcontracted except with the express prior written consent of the State. The subgrants and subcontracts permitted by the State shall be subject to the requirements of this contract. The Contractor is responsible for all subcontracting arrangements, delivery of services, and performance of any subgrantor or subcontractor. The Contractor warrants and agrees that any subgrant or subcontract, resulting from its performance under the terms and conditions of this contract, shall include a provision that the said subgrantor or subcontractor shall abide by the terms and conditions hereof. Also, the Contractor warrants and agrees that all subgrants or subcontracts shall include a provision that the subgrantor or subcontractor shall indemnify and hold harmless the State. The subgrantors or subcontractors must be certified to work on any equipment for which their services are obtained.

BB. Holdover: In the event that the State desires to continue the services provided for in this Contract and a replacement contract has not been fully executed by the expiration date of the Contract, this Contract may be extended unilaterally by the State for a period of up to two (2) months upon written notice to the Contractor under the same terms and conditions of the original Contract including, but not limited to, prices, rates, and service delivery requirements. However, this extension terminates when the replacement contract becomes effective when signed by the State Controller or an authorized delegate.

CC. Health Insurance Portability & Accountability Act of 1996 ("HIPAA"). Federal law and regulations governing the privacy of certain health information requires a "Business Associate Contract" between the State and the Contractor. 45 C.F.R. Section 164.504(e). If applicable to this Contract, attached and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum for HIPAA compliance. Terms of the Addendum shall be considered binding upon execution of this contract and shall remain in effect during the term of the contract including any extensions.

DD. Colorado Department of Human Services (CDHS) Fraud Policy. The CDHS Fraud Policy addresses the need for effective and consistent measures for preventing, detecting, and deterring fraud. The relevant parties discussed in the policy include CDHS employees, CDHS management, CDHS appointees, and community partners, including contractors, grantees, vendors, and other sub-recipients. CDHS employees, clients, and community partners will all benefit from an effective fraud prevention, detection, and deterrence policy because fraud can damage the reputation and public trust of CDHS.

All appointees and employees of the CDHS must comply with the standards of conduct set forth in Title 24, Article 18 of the Colorado Revised Statutes, known as the Code of Ethics, including exposing corruption or impropriety in government, whenever discovered. The CDHS Fraud Policy outlines how the CDHS employees and community partners should report fraud and how fraud will be investigated once it is reported.

The full text of the CDHS Fraud Policy, which Contractor hereby agrees to be subject to and abide by, can be found on the CDHS Fraud Policy and Training web page at: http://www.colorado.gov/cs/Satellite/CDHS-Emp/CBON/1251610724004.

EE. Performance Outside the State of Colorado and/or the United States: Not applicable if Contract Funds include any federal funds] Following the Effective Date, Contractor shall provide written notice to the State, in accordance with General Provision E. (Notices and Representatives), within 20 days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this requirement shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this requirement shall constitute a material breach of this Contract

EF. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy): For the sole purpose of providing support to the State's internal C-Stat Strategy, the parties understand and agree that upon request from the State, and without any additional cost to the State, the Contractor shall collect, maintain, and provide to the State certain contract performance data determined by the State during the term hereof to assist the State to measure and assess the programmatic effectiveness of the Contractor's performance hereunder, all in support of the State's internal continuous quality improvement working towards positive outcomes and managing its performance for the betterment of all Colorado residents.

The parties understand and agree that the exercise of the requirements of this provision shall not be used by the State to effect unilateral changes to the performance requirements of the Contractor hereunder.

SPECIAL PROVISIONS

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

1. CONTROLLER'S APPROVAL. CRS §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

2. FUND AVAILABILITY. CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. GOVERNMENTAL IMMUNITY. 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, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

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

5. COMPLIANCE WITH LAW. Contractor 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.

6. CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. 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 contract, to the extent capable of execution.

7. 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 contact or incorporated herein by reference shall be null and void.

8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507. 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 contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

10. 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.

11. 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***] Contractor 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), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor **(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 and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor 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 Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor 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, Contractor shall be liable for damages.

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, 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.

Revised 1-1-09

Contract Routing Number 16 IHFA 77846

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR **Gunnison County Government** By: Matthew Birnie Title: County Manager *Signature Date: May 14, 2015	**STATE OF COLORADO** **John W. Hickenlooper, GOVERNOR** Department of Human Services Reggie Bicha, Executive Director By: Nikki Hatch, Deputy Executive Director of Operations Date: _____
2nd Contractor Signature if Needed By: Name of Authorized Individual Title: *Signature Date: _____	**LEGAL REVIEW** Cynthia H. Coffman, Attorney General By: _____ Signature – Assistant Attorney General Date: _____

ALL CONTRACTS REQUIRE APPROVAL by the STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Clint Woodruff / Valri Gimple

Date: _____

Exhibit A-1: Statement of Work

Contract Routing #: 16 IHFA 77846

Contractor Legal Name: Gunnison County Government

I. Project Description: Choice Pass and Parent Education Expansion

The purpose of the Choice Pass Program is to engage and educate youth in grades 6 through 12 in positive youth development activities. Services include enrollment in the Choice Pass Program upon completion of a Pledge to remain alcohol and drug free; parents and youth must attend either the Gunnison Choice Pass sign-up night or Crested Butte Choice Pass sign-up night. Choice Pass community events and multiple community incentives support students in upholding their pledge and create positive culture. Youth and Parents will be required to attend at least one educational event hosted by GCSAPP. Expected outcomes include safe, healthy and engaged youth by attending community events and lowering substance use rates as reported by youth on the annual Healthy Kids Survey.

Using proven marketing campaigns, a middle school choice pass club, two educational parent events and a Choice Pass Plus family program, we will provide education to parents of adolescent youth throughout Gunnison County and gather feedback from youth and parents to direct our recreational and educational efforts. Services include world café dialog events throughout the school year, two parent education events, a middle school choice pass club, a Choice Pass Plus family program and Social Marketing Campaigns..

Expected outcomes include, students reporting a 10% increase parents talking with them about the dangers of drugs and alcohol and students reporting a 10% decrease in perception of parental approval of drug use.

II. Project Definitions: GCSAPP; Gunnison County Substance Abuse Prevention Project
REJI is the district where Gunnison Watershed Schools are established. The only district within Gunnison County.

III. Numbers Served:

Target Population:

	Children (0-8)	Youth (9-18)	Young Adults (19-24)	Parents
Hispanic (*of any race*)*		80		100
White		540		645
Black		5		4
Asian / Pacific Islander / Native Hawaiian		10		10

American Indian / Alaska Native		10		25
Two or More Races		5		15
Unknown				
Male		330		400
Female		320		399
TOTAL		650		799

Geographic Area to be Served:

Geography/County Name:		Numbers Served:
1	Adams	
2	Alamosa	
3	Arapahoe	
4	Archuleta	
5	Baca	
6	Bent	
7	Boulder	
8	Broomfield	
9	Chaffee	
10	Cheyenne	
11	Clear Creek	
12	Conejos	
13	Costilla	
14	Crowley	
15	Custer	
16	Delta	
17	Denver	
18	Dolores	
19	Douglas	
20	Eagle	
21	El Paso	
22	Elbert	
23	Fremont	
24	Garfield	
25	Gilpin	
26	Grand	
27	Gunnison	1449

Geography/County Name:		Numbers Served:
34	La Plata	
35	Lake	
36	Larimer	
37	Las Animas	
38	Lincoln	
39	Logan	
40	Mesa	
41	Mineral	
42	Moffat	
43	Montezuma	
44	Montrose	
45	Morgan	
46	Otero	
47	Ouray	
48	Park	
49	Phillips	
50	Pitkin	
51	Prowers	
52	Pueblo	
53	Rio Blanco	
54	Rio Grande	
55	Routt	
56	Saguache	
57	San Juan	
58	San Miguel	
59	Sedgwick	
60	Summit	

28	Hinsdale		61	Teller	
29	Huerfano		62	Washington	
30	Jackson		63	Weld	
31	Jefferson		64	Yuma	
32	Kiowa		65	Southern Ute Reservation	
33	Kit Carson		66	Ute Mnt Ute Reservation	
				TOTAL	**1449**

I. Performance Requirements/Deliverables:
(Quarters: Q1- July 1-September 31; Q2-October 1-December 31; Q3-January 1-March 31; Q4-April 1-June 30)

GOAL 1: Maintaining and continuing education and professional development for Choice Pass Coordinator.

Deliverable: By December 30, 2015, the Choice Pass Coordinator will continue education and professional development.				
Activity	**Quarters of activity**	**Measurement**	**Deadline**	**Responsible Agency/Personnel**
1.1.1 Choice Pass Coordinator finds and attends 1-2 professional development workshops applicable to job duties assigned.	Q2/Q3	Choice Pass coordinator attends workshop with certificate of completion	December 30th, 2015	Choice Pass Coordinator/Project Coordinator GCSAPP Director

GOAL 2: To reduce youth marijuana use by 2% overall and engage 175 students in alternative activities throughout the school year.

Deliverable: By December 30, 2015, 650 students will be enrolled in the Choice Pass Program				
Target Population: 650, 6th through 12th grade students in RE1J School District. Demographics are: **14% Hispanic** **81% White** **5% all other** **27% of the students are in the free/reduced lunch program**				
Activity	**Quarters of activity**	**Measurement**	**Deadline**	**Responsible Agency/Personnel**
2.1.1 Advertise Choice Pass Sign-ups through school and media outlets—to include newspapers and radio	Q2	Tear sheets documented, efforts noted on tracking form	October 30, 2015	GCSAPP Project Coordinator/ Project Coordinator Choice Pass Committee
2.1.2 Prepare paperwork packets accessible online for Choice Pass Sign-ups	Q2	Packets created – available online and in office	October 30, 2015	GCSAPP Project Coordinator/Project Coordinator r Choice Pass Committee
2.1.3 Acquire business incentives – send out letter	Q2	Choice Pass Supporter and	November 30, 2015	GCSAPP Project Coordinator/ Project

requests, make personal visits and phone calls, engage coalition to assist with personal connections, communicate opportunity through media outlets with ads, letters, and PSA's		Key Partner (business partners) List Updated and online		Coordinator Choice Pass Committee
2.1.4 Host sign-up events and collect enrollment packets online	Q2	650 Students enrolled	December 10, 2015	GCSAPP Project Coordinator/ Project Coordinator Choice Pass Committee & Club

Deliverable: By June 30, 2016, 175 of the 650 students enrolled in Choice Pass will have been actively engaged in two or more alternative activities associated with the Choice Pass program				
Target Population: 650, 6th through 12th grade students in RE1J School District. Demographics are: **14% Hispanic** **81% White** **5% all other** **27% of the students are in the free/reduced lunch program**				
Activity	**Quarters of activity**	**Measurement**	**Deadline**	**Responsible Agency/Personnel**
2.2.1 Schedule minimum of six, maximum of 10, alternative community building events for Choice Pass holders – guided by choice pass club	Q2, Q3, Q4	Rental/booking agreements in place	June 30, 2016	GCSAPP Choice Pass,Project Coordinator/Project Coordinator Choice Pass Club
2.2.15 Plan appropriate programming for alternative activities – guided by choice pass club.	Q2, Q3, Q4	Program outline prepared	Two weeks prior to programming –June 30, 2016 completed	GCSAPP Choice Pass Coordinator/Project Coordinator Choice Pass Club
2.2.2 Advertise events to Choice Pass holders	Q2, Q3, Q4	Emails sent to choice pass holders – notifications included in school newsletters	June 30, 2016	GCSAPP Choice Pass Coordinator/ Project Coordinator
2.2.3 Host events	Q2, Q3, Q4	Attendance list	June 30, 2016	GCSAPP Choice Pass Coordinator/Project Coordinator Choice Pass Club

Deliverable: By October 5th, 2015, a Choice Club will be created, consisting of 8-10 middle school students.

Activity	Quarters of activity	Measurement	Deadline	Responsible Agency/Personnel
2.3.1 Choice Pass Club members are identified	Q1	Members sign participation waiver	October 5th, 201	Choice Pass Coordinator/ Project Coordinator
2.3.2 Choice Pass Club meets monthly 9 times to help coordinate choice pass events	Q1/Q2/Q3/Q4	Club sign in And events are held	October 2015 November 2015 December 2015 January 2016 February 2016 March 2016 April 2016 May 2016 June 2016	Choice Pass Coordinator/ Project Coordinator

GOAL 3: To prevent child abuse and neglect and to reduce youth substance use.

Deliverable: By June 30, 2016, 704 parents will participate in one to two parent education events that will address substance prevention and difficult conversations.

Target Population: 704 parents of 6th through 12th grade students. Demographics are:
89% White
7% Hispanic
4% all other

Activity	Quarters of activity	Measurement	Deadline	Responsible Agency/Personnel
3.1.1coordinate two parent educational events and location	*Q2&Q3*	Presenter secured and reservation agreement in place	March 20th, 2016	GCSAPP Choice Pass Coordinator/ Project Coordinator GCSAPP Education Specialist GCSAPP Director
3.1.2 Create marketing materials – newspaper advertisements, radio advertisements, poster – plus utilize free marketing, PSA's, letter to editor, coalition partners	*Q3*	Advertisements created – tear sheets on file after ads run	April 1st, 2016	GCSAPP Choice Pass Coordinator Project Coordinator / GCSAPP Director
3.1.3 Host two parent education events	*Q2, Q4*	Pre and post evaluations collected with attendance recorded	November 30th, 2015 April 30th, 2016	GCSAPP Choice Pass Coordinator Project Coordinator / GCSAPP Director

Deliverable: By June 30, 2016, 50 parents will participate in one, minimum, world café style dialog with GCSAPP and professional speakers.

Target Population: 50 parents of 6th through 12th grade students. Demographics are:
89% White
7% Hispanic
4% all other

Activity	Quarters	Measurement	Deadline	Responsible

	of activity			Agency/Personnel
3.2.1 Schedule venue with local business or meeting location for up to six world café meetings	Q2	Meeting scheduled with business/ possible agreement in place as needed	December 30, 2015	GCSAPP Choice Pass Coordinator/ Project Coordinator
3.2.2 Advertise world café style dialog events	Q2, Q3, Q4,	Tear sheets documented	June 30, 2016	GCSAPP Choice Pass Coordinator/ Project Coordinator
3.2.3 Host events with light refreshments for parents	Q2, Q3, Q4,	Attendance list and Pre/post evaluations	June 30, 2016	GCSAPP Choice Pass Coordinator/ Project Coordinator

Deliverable: By June 30, 2016, 40 'advertisements' will be created and distributed to parents and the community using the *Pass the Knowledge* social marketing campaign.

Target Population: 799 parents of 6th through 12th grade students. Demographics are:
89% White
7% Hispanic
4% all other

Activity	Quarters of activity	Measurement	Deadline	Responsible Agency/Personnel
3.3.1Continue 'Pass the Knowledge' ad campaign with newspaper ads, posters, movie theater ads and other mediums	Q 1, Q2, Q3, Q4	Tear sheets, documenting activity on tracking document	June 30, 2016	GCSAPP Director, Choice Pass Coordinator Project Coordinator /

Deliverable: By November 30th, 2015 12 Choice Pass families will participate in a Choice Pass Plus Family education series.

Activity	Quarters of activity	Measurement	Deadline	Responsible Agency/Personnel
3.4.1 12 Choice Pass families who have youth ages 12-18 will sign up to attend an 8 week parenting class.	Q1	Ads placed in newspapers and emails to choice pass families with tear sheets documented	August 15th, 2015	Choice Pass Coordinator/ Project Coordinator
3.4..2 Choice Pass families identified and orientation completed for parenting class	Q1/Q2	Pre survey data collected	September 30th, 2015	Choice Pass Coordinator/ Project Coordinator
3.4.3 Choice Pass Plus Family Education series is delivered and families graduated	Q2	Weekly sign in sheets and post survey collected	November 30th, 2015	Choice Pass Coordinator/ Project Coordinator

IV. Contract Logic Model:

GCSAPP Choice Pass and Parent Education Program Logic Model

Resources	Activities	Outputs	Short-Term Outcomes	Long-Term Outcomes	Goals
Community Coalition of 60+ representing various sectors of community GCSAPP Program Staff and County Administration Multiple Sources of Funding to support prevention efforts Strong community collaborations with RE1J School District, Gunnison Country Partners, and Juvenile Diversion Committed business partnerships and collaborations with School District specific to Choice Pass Program	Choice Pass incentives to engage in healthy activities from local community businesses and alternative activities with other choice pass holders that can include ski days and barbeques Ongoing Coalition Meeting and Community Engagement Social Marketing Assessments and Evaluations of programs and tageted population Parent Education	650 students enrolled in Choice Pass Program Seventy coalition members (includes youth and adults) Forty-two marketing advertisements Fifty parents attending education programs	Programs are implemented with fidelity Funds are used appropriately	Improve school outcomes Increase self-esteem Increase opportunities for pro-social invovlement in family and schools Lower perception of parental attitude being favorable to drug use Increase students' perception of risk	**To prevent youth crime and violence** **To reduce youth substance use** **To build community engagement** **To prevent child abuse and neglect**

Exhibit B – ADDITIONAL STATEMENT OF WORK PROVISIONS

Definition:

Department, or the State, or CDHS – are all equivalent references to the same entity, which is the Colorado Department of Human Services, a department of the government of the State of Colorado.

1.1.1. The Contractor shall negotiate in good faith with the Department for any additional activities that may be required beyond the existing Statement of Work activities in this Contract but may become necessary in the event of changes in TGYS funding or legislative initiatives that are implemented over the course of this Contract.

1.1.2. Department's Option to Extend

1.1.2.1. The Department may require continued performance for a period of three years at the same rates and same terms specified in the Contract. If the Department exercises this option, it shall provide written notice to Contractor at least 30 days prior to the end of the current Contract term in form substantially equivalent to the Sample Option Letter Exhibit D. If exercised, the provisions of the Sample Option Letter shall become part of and be incorporated into this Contract. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed three years.

1.1.2.2. The State may increase or decrease the quantity of services described in Exhibit A based upon the rates established in the Contract. If the State exercises the option, it will provide written notice to Contractor as least 30 days prior to the end of the current Contract term in a form substantially equivalent to **Exhibit D**. Performance of the 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 contract.

1.1.3. The Contractor may be privy to internal policy discussions, contractual issues, price negotiations, confidential medical information, Department financial information, and advance knowledge of legislation. In addition to all other confidentiality requirements of the Contract, the Contractor shall also consider and treat any such information as confidential and shall only disclose it in accordance with the terms of the Contract.

Exhibit B – ADDITIONAL STATEMENT OF WORK PROVISIONS

1.1.4. Notwithstanding the terms contained in the General Provisions, Section L *Proprietary Information,* the Contractor shall protect the confidentiality of all client or participant records and other materials that are maintained in accordance with this Contract. Except for purposes directly connected with the administration of this Contract, no information about or obtained from any client or participant shall be disclosed in a form identifiable with the client or participant without the prior written consent of the client or participant, or the parent or legal guardian of a minor client or participant with the exception of information protected by Colorado Statute as it applies to confidentiality for adolescent services in which case the adolescent minor, and not the parent or legal guardian must provide consent or as otherwise properly ordered by a court of competent jurisdiction. The Contractor shall have written policies governing access, duplication, and dissemination of all such information. The Contractor shall advise its employees, agents, servants, and any subgrantees or subcontractors that they are subject to these confidentiality requirements.

1.1.5. The Contractor shall employ an internal quality control process to ensure that all deliverables, documents and calculations are complete, accurate, easy to understand and of high quality. The Contractor shall provide deliverables that, at a minimum, are responsive to the specific requirements for that deliverable, organized into a logical order, contain no spelling or grammatical errors, are formatted uniformly and contain accurate information and correct calculations.

1.1.6. Program monitoring requirements.

1.1.6.1. All recipients of the TGYS grant will be required to attend a Grantee orientation in the summer or fall of 2014 and each subsequent year of grant funding during the three year period, or for subsequent Grantees, an orientation within four months after the Operational Start Date of their contract, submit mid-year and year-end reports documenting the status of their Statement of Work for each of the three years that the award is granted, and submit monthly reimbursement statements to the TGYS Program. Additionally all recipients of the TGYS award will receive at least one site visit per grant cycle from TGYS Program staff. During the site visit TGYS Program staff will conduct contract compliance, including program document reviews and Statement of Work review. Ideally, the site visit will also include a program observation component or an opportunity for TGYS Program staff to meet with participants being served by the program.

1.1.6.2. The monitoring of this contract for compliance with fiscal requirements is based in part on a fiscal risk assessment conducted prior to contracting. Contractor fiscal performance during the Contract period and Contractor compliance with contractual terms and conditions during the contract period will be conducted by the TGYS Fiscal and Contracts Specialist. This individual will ask Contractors for assistance in performing an additional review of a submitted invoice/cost reimbursement request, for compliance with fiscal performance requirements.

Exhibit B – ADDITIONAL STATEMENT OF WORK PROVISIONS

1.1.6.3. Contractor programmatic performance monitoring will be conducted by the TGYS Program Specialist and methods used will include review of documentation reflective of performance, including progress reports and other documentation as applicable.

1.1.6.4. The Contractor will be notified in writing within 30 calendar days of discovery of a compliance issue. Within 45 calendar days of discovery, the Contractor and the Department will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the TGYS Program Specialist and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Remedies section of the General Provisions of this contract.

1.1.7. Evaluation Requirements.

1.1.7.1. Recipients of the TGYS grant will be part of an evaluation process, which includes participating in trainings, formulating a program evaluation plan, and collecting and submitting data. TGYS Grantees will work directly with the evaluator to create an individual evaluation plan containing (1) a program specific logic model that identifies one or more long-term outcomes from the TGYS Logic Model, (2) the program evaluation design, (3) the recommended TGYS measurement tool(s) associated with selected long-term outcomes, and (4) a program-specific timeline for submission of evaluation data. The percentage of participants who meet post-test goal levels on outcome measures will serve as an additional marker of success for grantees. Grant recipients are required to complete the basic evaluation and data collection trainings, to implement their program evaluation plan, to develop and maintain a data collection protocol, and to submit collected data to the evaluator by designated deadlines.

1.1.7.2. In addition, for the sole purpose of providing support to the Department's internal C-Stat Strategy, Grantees will be required to collect, maintain, and provide to the Department certain performance data as further documented in Additional Statement of Work Provisions Section 2.0 Performance Measures.

1.1.8. The Contractor shall respond to all telephone calls, voicemails and emails from the Department within one (1) Business Day of receipt by the Contractor.

Exhibit B – ADDITIONAL STATEMENT OF WORK PROVISIONS

1.1.9. The legal title to any property or equipment purchased by the Contractor with funds paid or reimbursed to the Contractor by the Department hereunder and individually costing $1,000.00 or more shall remain, vest and be in the Department. During the term hereof, the Contractor shall have the equitable right to consume and/or use said property for the purposes authorized and allowed under the agreement. As to the said property remaining at the end of the term or earlier termination of the Contract, if any, the Department shall in its sole and absolute discretion promptly: (i) determine to keep title to any of the said property, and upon such determination the Contractor shall forthwith return such property to the Department; and/or, (ii) determine to grant and transfer legal title to any of the said property to the Contractor. The requirements of this provision shall survive the end of the term or earlier termination of the Contract.

1.1.10. Grantee travel will only be reimbursed in accordance with the Travel Mileage at State of Colorado Mileage Reimbursement Rate per CRS 24-9-104 found at:

https://www.colorado.gov/pacific/osc/mileage-reimbursement-rate

1.2. START-UP PERIOD

1.2.1. If requested by the Department, the Contract shall have a Start-Up Period.

1.2.2. The Start-Up Period shall begin on the Effective Date.

1.2.3. Start-Up Planning

1.2.3.1. Start-Up Plan

1.2.3.1.1. Upon request of the Department, during the Start-Up Period, the Contractor shall create a Start-Up Plan that contains, at a minimum, all of the following:

1.2.3.1.1.1. A description of all steps, timelines and milestones necessary to fully implement the Statement of Work of the Contract.

1.2.3.1.1.2. A description of all steps, timelines, milestones and deliverables necessary for the Contractor to be fully able to perform all Work by the Operational Start Date.

1.2.3.1.1.3. A listing of all personnel involved in the start-up and what aspect of the start-up they are responsible for.

1.2.3.1.2. The Contractor shall deliver the Start-Up Plan to the Department for review and approval.

1.2.3.1.2.1. DELIVERABLE: Start-Up Plan

1.2.3.1.2.2. DUE: Within ten (10) Business Days after request by the Department.

1.2.3.1.2.3. During the Start-Up Period, the Contractor shall complete all of the following:

1.2.3.1.2.4. Upon request of the Department, the Contractor shall provide regular updates throughout the Start-Up Period, that show the Contractor's status toward meeting the timelines and milestones described in the Department-approved Start-Up Plan.

1.2.3.1.2.5. The Contractor shall ensure that all requirements of the Start-Up Period are complete by the deadlines contained in the Department-approved Start-Up Plan and that the Contractor is ready to perform all Work by the Operational Start Date.

1.3. MEETING REQUIREMENTS

1.3.1. The Contractor shall attend meetings as described in this section in the format directed by the Department and containing the information requested by the Department.

1.3.2. Meeting requirements under this Contract include:

1.3.2.1. The Contractor shall ensure Key Personnel and Other Personnel assigned to the Contract are available for meetings with the Department during the Department's normal business hours. The Contractor shall also make these personnel available outside of the Department's normal business hours and on weekends with prior notice from the Department.

1.3.2.2. The Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between the Contractor and the Department, unless the Department has granted prior, written approval otherwise.

1.3.2.3. The Contractor shall ensure that the Key Personnel and Other Personnel attending all meetings between the Department and the Contractor have the authority to represent and commit the Contractor regarding work planning, problem resolution and program development.

1.3.2.4. At the Department's direction, the Contractor shall make its Key Personnel and Other Personnel available to attend meetings as subject matter experts with stakeholders both within the State government and external or private stakeholders.

1.3.2.5. All of the Contractor's Key Personnel and Other Personnel that attend any meeting with the Department or other Department stakeholders shall be physically present at the location of the meeting, unless the Department gives prior, written permission to attend by telephone or video conference. In the event that the Contractor has any personnel attend by telephone or video conference, the Contractor shall provide all additional equipment necessary for attendance.

Exhibit B – ADDITIONAL STATEMENT OF WORK PROVISIONS

1.4. TIME LIMIT FOR ACCEPTENCE OF DELIVERABLES

1.4.1. Review Period. The Department shall have thirty (30) calendar days from the date a deliverable is delivered to the Department by the Contractor to review that deliverable, except for those deliverables that have a different time negotiated by the Department and the Contractor.

1.4.2. Notice of Defect. If the Department believes in good faith that a deliverable fails to meet the design specifications and/or requirements for that particular deliverable, or is otherwise deficient, then the Department shall notify the Contractor of the failure or its deficiencies in writing, within thirty (30) calendar days of: 1) the date the deliverable is delivered to the Department by the Contractor if the Department is aware of the failure or deficiency at the time of delivery: or 2) the date the Department becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except those deliverables that have a different time negotiated by the Department and the Contractor in writing pursuant to the State's Fiscal Rules.

1.4.3. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed ten (10) calendar days, to correct the noted failure or deficiencies.

1.5. COMPENSATION

1.5.1. This is a reimbursement contract that contains state funds.

1.5.2. Contract expenditures shall be in accordance with the Statement of Work attached to the Contract as Exhibit A-1, and the associated Budget attached to this Contract as Exhibit C-1. All other expenditures shall not be reimbursed without prior written consent of the Department. All expenditures must be reasonable and necessary for the performance of this Contract, and must comply with the State of Colorado fiscal guidelines and rules.

1.6. INVOICING AND PAYMENT PROCEDURES

1.6.1. To receive compensation under this contract, the Contractor shall submit a signed monthly invoice form. The invoice form must be submitted within sixty (60) calendar days of the end of the billing period for which services were rendered. Invoices received later than sixty (60) calendar days from the end of the billing period may not be paid.

1.6.2. Final invoices under this Contract must be received by the Department within a reasonable time after the expiration or termination of this Contract; but in no event later than thirty (30) calendar days from the effective expiration or termination date of this Contract.

1.6.3. The Contractor shall not use state funds to satisfy federal cost sharing and matching requirements unless approved in writing by the Department.

Exhibit B – ADDITIONAL STATEMENT OF WORK PROVISIONS

1.6.4. Payment of Invoices

1.6.4.1. The Department shall remit payment to the Contractor for all amounts shown on an invoice after the Department's acceptance of that invoice. The Department shall not make any payment on an invoice prior to its acceptance of that invoice.

1.6.4.2. The Department will review the submitted invoice, and compare the information contained in the invoice to the Department's information. The Department will only accept an invoice after it has reviewed the information contained on the invoice and determined that all amounts are correct.

1.6.4.3. In the event that the Department determines that any information on an invoice is incorrect, the Department will notify the Contractor of this determination and what is incorrect on the invoice. The Contractor shall correct any information the Department determined to be incorrect and resubmit that invoice to the Department for review.

1.6.4.3.1. The Department will review the invoice to ensure that all corrections have been made.

1.6.4.3.2. If all information on the resubmitted invoice is correct, the Department will accept the invoice.

1.6.4.4. If any information on the resubmitted invoice is still incorrect, then the Department will return the invoice to the Contractor for correction and resubmission.

1.7. CONTRACTOR REQUESTS FOR CHANGES TO CONTRACT STATEMENT OF WORK OR BUDGET

1.7.1. During the Contract term, the Contractor shall request prior approval in writing for all modifications to the Statement of Work or for any modifications to the direct costs in excess of ten percent (10%) or a maximum amount of ten thousand dollars ($10,000.00) whichever is lower, of the total budget for direct costs. Contractor shall submit a Budget Revision Request Form incorporated herein by reference and located at:

http://www.colorado.gov/CDHS/TGYS

1.7.2. Any request for modifications to the overall Budget amount, or changes to the Statement of Work or Budget as described above, shall be submitted to the TGYS Program Specialist at least 90 days prior to the end of the contract period and may require an amendment to this Contract. Modifications may require an amendment.

Exhibit B – ADDITIONAL STATEMENT OF WORK PROVISIONS

SECTION 2.0 PERFORMANCE MEASURES

2.1. PERFORMANCE MEASURES OVERVIEW

2.1.1. The Performance Measures Process. As set forth and defined herein, "Performance Focus" is a performance-based analysis strategy the Parties shall use in association with the Contractor's performance hereunder that allows the Parties to better focus on and improve performance outcomes to obtain maximum benefits from the work of the Contractor under this Contract. By identifying areas of focus, the Parties intend to and shall determine what aspects of the Contractor's performance hereunder are working and what aspects of said performance need improvement. By measuring the impact of day-to-day work of the Contractor hereunder, the Parties will be able to make more informed collaborative decisions to align the work of the Contractor to affect more positive performance outcomes and change for the purposes served through this Contract.

2.1.2. Performance Focus Meetings. Upon dates set by the State (after appropriate consultation with the Contractor), but not more often than monthly, the Parties shall hold Performance Focus meetings for the purpose of review, analysis, planning and action upon the current Performance Measures for the Contract. The Performance Focus meetings, at the sole discretion of the State, may be held in a dedicated conference room at the Department's central office in downtown Denver or other agreed upon location, via internet conference, or via telephonic conference. The respective CDHS Office Director or designee and the respective division director(s) and designated staff shall meet with the Contractor's designated executive level representatives and designated staff. The CDHS Office Director or designee shall facilitate the Performance Focus meetings, focusing on any of the Performance Measures and associated action items established pursuant to this Addendum.

2.1.3. Performance Measures Reports. Performance Measures Reports shall reflect relevant report data for the Performance Measures identified hereunder to be tracked on an ongoing basis through the Contract Performance Focus process. The Parties understand and agree that the Performance Measures hereunder shall remain fluid in nature as progress is made and data refined through the Performance Focus process. Performance Measures shall continue to evolve to meet the objective of measuring key performance outcome indicators for the work of the Contractor hereunder. Performance Measures may be changed via an Option Letter accomplished and processed in accordance with the Performance Measures Option Letter provision set forth below in this Addendum.

Exhibit B – ADDITIONAL STATEMENT OF WORK PROVISIONS

2.1.4. Performance Measures Reports hereunder shall follow the format established by the State and at a minimum shall contain the data available and reviewed as of the most recent Performance Focus meeting. Performance Measures Reports hereunder shall be accomplished by the State to include reporting as to each active Performance Measure based upon currently available data and be distributed to the Parties at least 5 business days prior to each Performance Focus meeting.

2.1.5. Data submission dates and requirements shall be established by the State for each Performance Focus meeting held hereunder.

2.2. PERFORMANCE MEASURES.

2.2.1. The term "Performance Measure" or "Measure" used herein means, as a percentage, what the Performance Measure is attempting to capture.

2.2.2. A Performance Measure is comprised of the *"Numerator,"* which describes what is being "counted" and the *"Denominator,"* which describes the overall population (e.g.: Average monthly denominator; average of the last three months' denominators OR Cumulative denominator; cumulative up to the last month of the reporting period OR Average daily population; average number of people in a facility per day - all provide an indication of the size of the population.)

2.2.3. All Performance Measures shall include a description stating why the Measure matters (e.g.: The impact on for the purposes served through this Contract by the Measure.)

2.2.4. All Performance Measures shall include the "Goal" for moving the Measure, that is, the level and direction at which the Parties are aiming to drive performance outcome under the Measure.

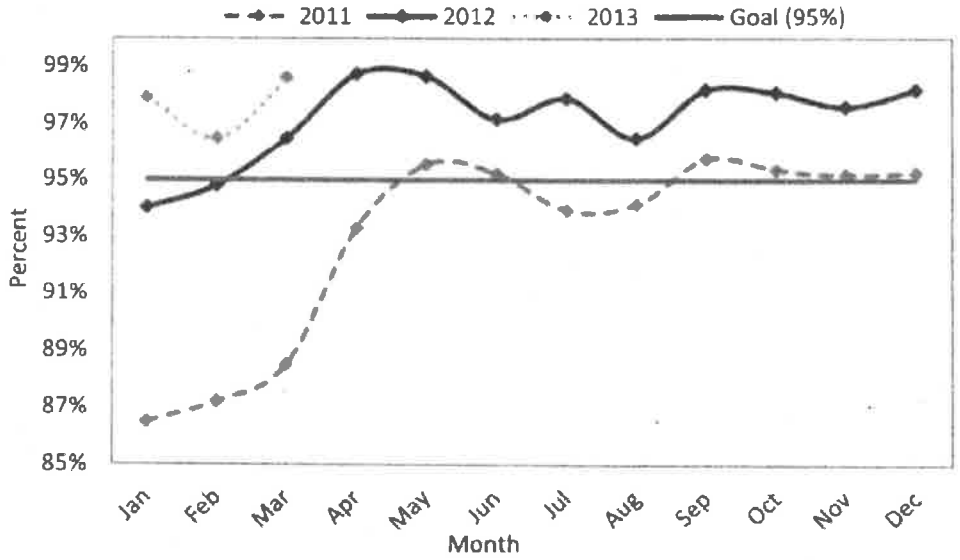
2.2.5. All Performance Measures shall include an associated "Trend," which is a statement about the pattern the data are demonstrating.

2.2.6. Performance Measures may include a "Notes" section containing any additional information worth noting for the Measure.

2.2.7. Performance Measures may include appropriate "Graphs" to capture current data in addition to one year's prior performance (where available). This allows for both historic and seasonal comparisons. For those graphs with multiple entities (e.g., homes, centers, regions), the x-axis has been extended to capture history and seasonality over time. A sample Graph follows:

SAMPLE GRAPH:

Exhibit B – ADDITIONAL STATEMENT OF WORK PROVISIONS



SECTION 3.0 CONTRACT PERFORMANCE MEASURES.

If applicable, the parties shall identify up to five initial performance measures within sixty (60) days of the effective date.

As to each Performance Measure, the Contractor shall collect and report to the State monthly, or on dates established by the State, performance data utilizing reporting tools, data collection protocols, and forms provided by the State.

3.1. PERFORMANCE MEASURES OPTION LETTER PROVISION

3.1.1. The Contract not to exceed price at Page 1 of the Contract, and further detailed in Exhibit C-1, includes and shall be firm through the initial term of the Contract as to the Performance Measures set forth in this Addendum or changed or added hereto through a "no-cost" Option Letter.

Exhibit B – ADDITIONAL STATEMENT OF WORK PROVISIONS

3.1.2. The State may add a new Performance Measure or change any of the Performance Measures described in this Addendum if so doing does not increase the Contractor's efforts under this Addendum with the new/revised Measure without any change to the Contract not to exceed price. If the State exercises the option, it will provide written notice to Contractor at least 30 days prior to the effective date of the new/revised Measure in a form substantially equivalent to Attachment B to this Addendum. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original Contract.

3.1.3. Should the State desire to change a current Performance Measure or add an additional Performance Measure that would result in a material increase in the Contractor's efforts under this Addendum beyond that needed with regard to existing Performance Measures, the State shall request from the Contractor a proposed price increase to be provided to the State by the Contractor within 15 days with detailed supporting documentation/justification. The State, after any appropriate consultation, clarification and negotiation with the Contractor, may, in its sole discretion, deem the resulting cost/price increase request appropriate and may unilaterally amend the Contract cost/price detailed in Exhibit C-1 and at Page 1 of the Contract by providing a fully executed Option Letter to the Contractor before the effective date of such price increase. If the State declines the resulting cost/price increase, the State shall not proceed with the proposed Performance Measure change.

COLORADO
Office of Children, Youth & Families
Division of Child Welfare

TONY GRAMPSAS YOUTH SERVICES PROGRAM
EXHIBIT C-1: BUDGET AND JUSTIFICATION FORM

Agency Name	Gunnison County Government
Project Name	Choice Pass and Parent Education Program

Budget Period	7/1/2015 - 6/30/2016

Expenditure Categories						**Match / In-Kind**	**Total Amount Requested from CDHS**
PERSONNEL SERVICES							
Position Title / Employee Name	**Description of Work** For hourly employees, please include the hourly rate and number of hours in your description. Include number of months budgeted.	**SOW Activity #**	**Gross Salary**	**Fringe**	**% ACTUAL Time on Contract / Purchase Order**	**Match / In-Kind**	**Total CDHS Request**
Choice Pass/Project Coordinator	12months budgeted at .6 FTE(18hrs week)--based on $22/hour rate	1.1.1, 1.1.3, 1.1.4, 2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.2.1, 2.2.15, 2.2.2, 2.2.3, 2.3.1, 2.3.2, 3.1.1, 3.1.2, 3.1.3, 3.2.1, 3.2.2, 3.2.3, 3.3.1, 3.4.1, 3.4.2, 3.4.3	$20,592.00	$3,134.67	100.0%		$23,726.67
Education Specialist	12months budegetd at 30hrs. A week - - $32,832	3.1.1, 3.1.2, 3.1.3,	$32,832.00	$6,566.40		$32,832.00	$0.00
Director	12months budgeted at 1 FTE(30hrs week)--$44,920	1.1.1, 3.1.1, 3.1.2, 3.1.4, 3.3.1	$44,920.00	$8,984.00		$44,920.00	$0.00
							$0.00
		Total Personal Services	**$98,344.00**	**$18,685.07**	**1.00**	**$77,752.00**	**$23,726.67**

SUPPLIES & OPERATING				
Item	**Description of Item**	**SOW Activity #**	**Match / In-Kind**	**Total CDHS Request**
Printing,copying and stamps	Choice pass packets and letters to Business Partners (704) at $1 per packet and .49 per postage (704)	2.1.3,2.1.4	$0.00	$1,048.96
Choice Pass	eight ads @ $150 per ad	2.1.2	$0.00	$1,200.00
Choice Pass event incentive	food for up to ten events at $8 per person - average of 50 people	2.2.3	$0.00	$4,000.00
Choice Pass Club	10 middle school students meet 1x mo. 9mo. $40 food per meeting, $1,000 advertising and incentives	2.3.2	$0.00	$1,360.00
Parent education	704 parents attending one to two events, $500 rental fee, $400/ 2 speakers, $600 for food, $300 parent incentives	3.1.2, 3.1.4	$0.00	$1,800.00
Parent education marketing	$150 Ads x 4	3.1.3	$0.00	$600.00
Choice Pass Plus Education	Nurturing Parenting Program faciltator stipend $900	3.4.1,3.4.2	$0.00	$900.00
Choice Pass Plus family events	12 families will attend 8weeks nurturing parenting program upon graduation $200 incentive per family, $50 food per class (8)	3.4.3	$0.00	$2,800.00
World Café marketing	4 ads @ $150 newsprint 31 posters @ $10/ posters	3.2.2	$0.00	$910.00
World café event	light appetizers for up to 15 people at $6 per person per event for 6 events	3.2.3	$0.00	$540.00
Pass the Knowledge	newspaper - up to 20 ads at $150 per ad (3,300), 55 posters @ $10 each for design and printing $550	3.3.1	$0.00	$3,550.00
		Total Supplies & Operating Expenses	**$0.00**	**$18,708.96**

TRAVEL				
Item	**Description of Item**	**SOW Activity #**	**Match / In-Kind**	**Total CDHS Request**
Professional Development workshop	travel from Gunnison to workshop location - estimate 585.2 miles round trip at .52 per mile.	1.2.1	$0.00	$304.30

COLORADO
Office of Children, Youth & Families
Division of Child Welfare

TONY GRAMPSAS YOUTH SERVICES PROGRAM
EXHIBIT C-1: BUDGET AND JUSTIFICATION FORM

Agency Name	Gunnison County Government
Project Name	Choice Pass and Parent Education Program

Budget Period	7/1/2015 - 6/30/2016

professional development lodging	two nights at workshop location – $120 per night	1.2.1	$0.00	$240.00
Professional development meal stipend	three day meal stipend to include travel day $36	1.2.1	$0.00	$108.00
				$0.00
		Total Travel	**$0.00**	**$652.30**
CONTRACTUAL (payments to third parties or entities)				
Item	**Subcontractor / Entity Name**	**SOW Activity #**	**Match / In-Kind**	**Total CDHS Request**
				$0.00
				$0.00
		Total Contractual	**$0.00**	**$0.00**
			SUB-TOTAL BEFORE INDIRECT	**$43,087.93**
INDIRECT				
Item	**Description of Rate / Item**		**Match / In-Kind**	**Total CDHS Request**
Negotiated Indirect cost rate (Federal or CDHS):				
Indirect (other): please list specific indirect costs in description if no rate exists	16% of Direct Cost, Indirect includes, rent, utilities, administration			$6,894.07
Indirect (other): Modified budget item rate, if applicable				
		Total Indirect	**$0.00**	**$6,894.07**
		TOTAL MATCH / IN-KIND	**$77,752.00**	
			TOTAL CDHS ANNUAL REQUEST	**$49,982.00**

Total Program Cost (Match / In-Kind + CDHS Request)	**$127,734.00**
Total Agency Budget	**$241,760.00**
CDHS Request as a % of Total Budget, if Awarded	**17.13%**

Exhibit D

OPTION LETTER

Date:	State Fiscal Year:	Option Letter No.	CMS Routing #

1) **OPTIONS:** Choose all applicable options listed in §1 and in §2 and delete the rest [*also delete all yellow highlighted text*].
   - **a.** Option to renew only *(for an additional term)*
   - **b.** Level of service change within current term
   - **c.** Level of service change in conjunction with renewal for additional term
   - **d.** Option to initiate next phase of a contract

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:
   - **a. For use with Options 1(a-d):** In accordance with Section(s) of the Original Contract routing number between the State of Colorado, Department of Human Services, and Contractor's Name, the State hereby exercises its option for an additional term beginning Insert start date and ending on Insert ending date at a cost/price specified in Section , AND/OR an increase/decrease in the amount of goods/services at the same rate(s) as specified in Identify the Section, Schedule, Attachment, Exhibit etc.
   - **b. For use with Option 1(d), please use the following:** In accordance with Section(s) of the Original Contract routing number between the State of Colorado, Department of Human Services, and Contractor's Name, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc for the term beginning Insert start date and ending on Insert ending date at the cost/price specified in Section .
   - **c. For use with all Options:** The amount of the current Fiscal Year contract value is increased/decreased by $ amount of change to a new contract value of Insert New $ Amt to as consideration for services/goods ordered under the contract for the current fiscal year indicate Fiscal Year. The first sentence in Section is hereby modified accordingly. The total contract value including all previous amendments, option letters, etc. is Insert New $ Amt.

3) **Effective Date**. 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
Department of Human Services
Reggie Bicha, Executive Director

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

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Clint Woodruff/Valri Gimple

Date: _____