AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Acknowledgment of County Manager Signature; State of Colorado, Department of Public Safety, Division of Criminal Justice Grant Agreement with Gunnison County; Grant #2015-DV-14-003126-07; 7/1/14 thru 6/30/15; $11,666

Action Requested: County Manager Signature

Parties to the Agreement: Division of Criminal Justice/Gunnison County

Term Begins: July 1, 2014 **Term Ends:** 6/30/2015 **Grant Contract #:** 2015-DV-14-003126-07

Summary:
2 copies of Grant Agreement needs to be signed by County Manager (pg. 41) and received back to DCJ by 6/23/14.

Fiscal Impact: $11,666

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

Finance Review: (●) Required ( ) Not Required

Comments:

This is a renewal Agreement with DCJ for the State Fiscal Year. There are no changes in funding or match compared to the current award. This is already in the 2014 Budget.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/23/2014

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 6/20/2014 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 6/23/2014

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

Agenda Date: 7/1/2014 Follow Up Agenda Date:

Revised April 2013

Grant #	CMS #	State/Federal Award #
2015-DV-14-003126-07	69623	FY 2014/2015

STATE OF COLORADO

Department of Public Safety, Division of Criminal Justice
Grant Agreement
with
Gunnison County

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1. PARTIES

This Grant Agreement (hereinafter called "Grant") is entered into by and between the Gunnison County (hereinafter called "Grantee"), and the STATE OF COLORADO acting by and through the Department of Public Safety, Division of Criminal Justice (hereinafter called the "State.").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, And Approval

Authority to enter into this Grant exists in the Juvenile Diversion Program, as defined in the Colorado Revised Statue §19-2-203, and under statutory authority of the Division of Criminal Justice, Colorado Revised Statutes §24-33.5-503, and under applicable program rules established by the Division of Criminal Justice. Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment.
Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Considerations

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

C. Purpose

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

D. References

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

4. DEFINITIONS

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

A. Application

"Application" means the agency information, capacity, past performance, and other project information as described in Exhibit B1 – Body of Application.

B. Application Signature(s)

The person who is authorized to obligate and to enter into contracts for the Grantee/applicant agency.

C. Budget

"Budget" means the budget for the Work described in Exhibit B3 – Budget and Budget Narrative.

D. Equipment

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

E. Evaluation

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in §6 and Exhibit B1 – Body of Application and Exhibit B2 – Project Summary/Goals and Objectives.

F. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: Exhibit A - Special Conditions, Exhibit B1 - Body of Application, Exhibit B2 – Project Summary/Goals and Objectives, Exhibit B3 – Budget and Budget Narrative, Exhibit C – Sample Option Letter, Exhibit D - Sample Grant Funding Change Letter, and Exhibit E - Sample Contract Amendment.

G. Forms

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

H. Grant

"Grant" means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

I. Grant Funds

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

J. Grant Management System

"Colorado Grant Management System" (COGMS) means the State of Colorado's online electronic system to solicit, apply, review, manage, and close out a grant. (Use of the COGMS is established by the state agency or division managing the grant funds).

K. Party or Parties

"Party" means the State or Grantee and "Parties" means both the State and Grantee.

L. Program

"Program" means the Grant Program that provides the funding for this Grant.

M. Review

"Review" means examining Grantee's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and Exhibit B1 – Body of Application and Exhibit B2 – Project Summary/Goals and Objectives.

N. Services

"Services" means the required action to be performed by Grantee pursuant to this Grant as described in and Exhibit B2 – Project Summary/Goals and Objectives.

O. Sub-grantee

"Sub-grantee" means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

P. Work

"Work" means the tasks and activities the Grantee is required to perform to fulfill its obligations under this Grant and and Exhibit B2 – Project Summary/Goals and Objectives, including the performance of the Services and delivery of the Goods.

Q. Work Product

"Work Product" means the tangible or intangible results of Grantee's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

The Parties respective performances under this Grant shall commence on the later of either the Effective Date or July 01, 2014. This Grant shall terminate on June 30, 2015 unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

C. Option to Extend

The State may require continued performance for a period of up to 1 year at the same rates and same terms specified in the Grant. If the State exercises this option, it shall provide written notice to Grantee at least 30 days prior to the end of the current Grant term in a form substantially equivalent to Exhibit C – Sample Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant. The total duration of this Grant, including the exercise of any options under this clause, shall not exceed 5 years.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in Exhibit B2 – Project Summary/Goals and Objectives on or before June 30, 2015. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

The State may increase or decrease the quantity of goods/services described in Exhibit B2 – Project Summary/Goals and Objectives and/or Exhibit B3 - Budget and Budget Narrative based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to Exhibit C – Sample Option Letter. Delivery/performance of the goods/services shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original grant.

B. Goods and/or Services

Grantee shall procure Goods and/or Services necessary to complete the Work as referenced and required in Exhibit B3 - Budget and Budget Narrative. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

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

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is $35,000 as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in Exhibit B3 - Budget and Budget Narrative.

The maximum amount payable by the State to the Grantee during each State fiscal year of this Grant shall be:

In FY 2014-15	$35,000

B. Payment

i. Advance, Interim and Final Payments

Any payment allowed under this Grant for approved and allowed costs or in Exhibit B3 – Budget and Budget Narrative shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting a payment request to the State in the form and manner set forth and approved by the State. If a state agency or division is using the COGMS, payment requests shall be submitted electronically by the Grantee and accepted electronically by the State within the system. The Grantee shall maintain all grant related records with original signatures on file within the Grantee's record and in accordance with requirements in §3.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State. Uncontested amounts not paid by the State within 45 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other Grants, grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

v. Retroactive Payments

[Does not apply to State Funded Programs] The State shall pay Pre-award Costs only if (1) the Bureau of Justice Assistance Notice of Award allows reimbursement for Pre-award Costs by a Grantee or Subgrantee from Federal Funds or Matching Funds, or (2) the Pre-award Costs have been specifically detailed in Grantee's grant application, authorized by the State and incorporated in the Budget for the Work described in Exhibit B. Any such retroactive payments shall comply with State Fiscal Rules and Grantee and any Subgrantees shall have complied with all federal laws, rules and regulations applicable to the Work before the State shall make such payments. Grantee shall initiate any retroactive payment request by submitting invoices to the State that set out Grantee's compliance with the provisions of this Grant.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in Exhibit B3 – Budget and Budget Narrative. Grantee may adjust budgeted expenditure amounts up to 10% within each line item of said Budget without approval of the State. Adjustments in excess of 10% shall be authorized by the State in an amendment to this Grant. Grantee may request budget modifications by submitting a modification request via the COGMS to the State. The State reserves the right to make and authorize modifications, adjustments, and/or revisions to the Grant Award for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications which do not change the total amount of the Grant Award. The State's total consideration shall not exceed the maximum amount referenced herein.

D. Matching Funds

Grantee shall provide matching funds as provided in Exhibit B3 – Budget and Budget Narrative. Grantee shall report to DCJ regarding the status of such funds.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable. If a state agency or division is using the COGMS, reports shall be submitted electronically by the Grantee and accepted electronically by the State within the system. The Grantee shall maintain all grant related records with original signatures on file within the Grantee's record and in accordance with requirements in §3.

A. Performance, Progress, Personnel, and Funds

The Grantee assures that it shall maintain data and information to provide accurate quarterly program and financial reports to the State. Said reports shall be provided in such form, at such times, and containing such data and information as the State reasonably requires to administer the program.

i. Programmatic (Narrative) Reports

Grantee shall submit a Quarterly Narrative Report on the progress of the grant quarterly. Reports are required to the State for each quarter within 15 days after the quarter ends.

Grantee shall submit a Final Narrative Report to the State upon expiration or sooner termination of this Grant containing details of accomplishments and highlights, self-evaluation and review of Grantee's performance based on Exhibit B2 – Project Summary/Goals and Objectives and the final status of Grantee's obligations hereunder. Reports are required to the State within 45 days of the end of the Grant.

ii. Quarterly Financial Reports

Grantee shall submit Quarterly Financial Reports quarterly. Reports are required to the State for each quarter within 15 days after the quarter ends.

iii. Final Financial Report

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

iv. On-Site Monitoring

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

v. Monitoring

Detailed monitoring may occur during the project period. The State may periodically request submission of supporting financial and programmatic documentation, Subgrantee contracts, general and sub-ledgers for the purpose of monitoring compliance with the grant award via desk review, or in preparation for an on-site monitoring visit. Routine or special on-site visits may be conducted at the Grantee/Subgrantee agency, and at the location of any collaborating entities, for the same purpose. Grantees will be notified in advance of any on-site monitoring visit.

vi. Reporting Non-Compliance Resolution

Grantee's failure to provide reports and other grant requirements, meet monitoring site visit evaluations and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds until a final resolution is determined and/or termination as provided under this Grant. The Division of Criminal Justice (DCJ) staff and the Grantee will mediate any non-compliance issues for a resolution. If DCJ staff and the Grantee cannot negotiate a resolution, the issue can be elevated to the Director of the DCJ for final resolution.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of the Department of Public Safety.

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Grant Funds include any federal funds] Following the Effective Date, Grantee shall provide written notice to the State, in accordance with §16 (Notices and Representatives), within 20 days of the earlier to occur of Grantee's decision to perform, or its execution of an agreement with a Subgrantee 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 §8.C shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Grantee to provide notice to the State under this §8.C shall constitute a material breach of this Grant.

D. Noncompliance

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds until a final resolution is determined and/or termination as provided under this Grant.

E. Subgrants

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

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, required receipts, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder in a separate file bearing the project title and grant number. Grantee shall maintain such records (the Record Retention Period) until the last to occur of the following: (i) a period of seven years after the date this Grant is completed or terminated, or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of seven years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder. It is the responsibility of the Grantee to notify any of its project collaborators and Subgrantees of these provisions.

D. Final Audit Report

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.
The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. If the agency expends more than $500,000 per year in combined federal funds, a Single Audit must be conducted in accordance with OMB Circular A-133 (Audits of States, Local Governments, and non-profit organizations). If the agency expends less than $500,000 per year in combined federal funds, the following policy applies: Agencies with total annual revenue from all sources of $200,000 or more shall procure a financial audit; a financial review shall not be sufficient to meet this requirement. Agencies with total annual revenue of less than $200,000 shall procure either a financial review or financial audit.
i) At such time as the audit or financial review is completed, ONE COPY OF THE REPORT, INCLUDING THE CORRESPONDING MANAGEMENT LETTER, MUST BE FORWARDED TO THE DIVISION OF CRIMINAL JUSTICE for clearance. The audit or financial review incorporating this grant award must be completed and received within 12 months of the end of the fiscal years that includes the end date of the grant.
ii) The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:
a) does not meet the applicable A-133 or DCJ standards;
b) is not submitted in a timely manner; or,
c) does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions on this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

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

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee 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 Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities
If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

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

B. Grantee and Subgrantees

Grantee shall require each Grant with Subgrantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Worker's Compensation
Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Subgrantee employees acting within the course and scope of their employment.

ii. 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, Subgrantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

iii. 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.

iv. Additional Insured
Grantee and the State shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage
Coverage required of Grantee and Sub-grantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

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

C. Certificates

Grantee and all Subgrantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Subgrantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any subgrant, Grantee and each Subgrantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

The State will monitor the performance of the Grantee against goals and performance standards required herein. The State will provide reasonable technical assistance to the Grantee concerning project goals, performance standards and grant requirements; however, substandard performance as determined by the State will constitute a breach under this Grant.

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall revert, at the option of the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

ii. Payments
The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding
Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content
The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights
Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments
If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

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

ii. Withhold Payment
Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed. The State may withhold payment in the event the Grantee fails to comply with conditions and certifications contained in this grant award.

iii. Deny Payment
Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal
Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property
If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Jeanne M. Smith, Director
Division of Criminal Justice
Department of Public Safety
700 Kipling Street
Denver, Colorado 80215-5897
jeanne.smith@state.co.us
(303) 239-4451

B. Grantee:

Matthew Birnie, County Manager
Gunnison County
200 E Virginia
Gunnison, CO 81230-2248
mbirnie@gunnisoncounty.org
970-641-0248

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the non-exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. The exception is Work Products that contain criminal justice records where each individual unit or agency will be subject to the rules and regulations.

The Grantee assures that where activities supported by this Grant produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, the following requirements apply:
i. The Division of Criminal Justice has the right to use, duplicate and disclose, the above material in whole or in part in any manner for any purpose whatsoever and authorize others to do so.
ii. If the material or invention is copyrightable, the Grantee may copyright such, but the Division of Criminal Justice reserves a perpetual, royalty-free, non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.
iii. When issuing statements, press releases, requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, all Grantees must clearly:
a) State the percentage of the total cost of the program or project, which will be financed with this grant money;
b) State the dollar amount of state or federal funds for the project or program;
c) Use the phrase-"This project was supported by State grant #FY 2014/2015, issued by the Colorado Division of Criminal Justice."

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute 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., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is $100,000 or greater, either on the Effective Date or at any time thereafter, this §19 applies.

Grantee 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 Grants and inclusion of Grant performance information in the statewide Contract Management System (CMS).

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee 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.

Should the final performance Evaluation and Review determine that Grantee 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 Public Safety, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, 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 Grantee, by the Executive Director, upon showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, subgranting without such consent shall be void. All assignments, subgrants, or Subgrantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

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

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

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

F. Indemnification-General

Grantee 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 Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant Agreement; however, the provisions hereof shall not 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.

G. Jurisdiction and Venue

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

H. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:
i. State of Colorado Supplemental Provisions for FFATA;
ii. Colorado State Special Provisions;
iii. The provisions of the main body of this Grant;
iv. Additional Federal Certified Assurances;
v. Additional Grant Requirements;
vi. Exhibit A – Special Conditions;
vii. vii. Any executed Option Letter; and/or any Grant Funding Change Letter; and/or any executed Contract Amendment in which the most recent dated document takes precedence over the prior documents;
viii. Exhibits B1 through B3 – Body of Application, Project Summary/Goals and Objectives, and Budget and Budget Narrative.

J. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

K. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

L. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

M. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

O. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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21. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Grants except where noted in [brackets].

A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

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

B. 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.

C. GOVERNMENTAL IMMUNITY

No term or condition of this Grant 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.

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. 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 Grant, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

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

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

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

I. EMPLOYEE FINANCIAL 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 Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[Not Applicable to Agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or Grant with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant or enter into a Grant with a Sub-grantee that fails to certify to Grantee that the Sub-grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant.

Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Sub-grantee and the Granting State agency within three days if Grantee has actual knowledge that a Sub-grantee is employing or Granting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or Granting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the Granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the Granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

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

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

22. FEDERAL CERTIFIED ASSURANCES

A. FEDERAL PUBLIC POLICY ASSURANCES

i. The Grantee hereby agrees that it will comply, and all of its Subgrantees will comply with the applicable provisions of:
a. Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
b. The Juvenile Justice and Delinquency Prevention Act and/or the Victims of Crime Act, as appropriate;
c. All other applicable Federal laws, orders, circulars, regulations or guidelines.
ii. The Grantee hereby agrees that it will comply, and all of its Subgrantees will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including:
a. Part 18, Administrative Review Procedure;
b. Part 22, Confidentiality of Identifiable Research and Statistical Information;
c. Part 23, Criminal Intelligence Systems Operating Policies;
d. Part 30, Intergovernmental Review of Department of Justice Programs and Activities;
e. Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services;
f. Part, 38, Equal Treatment for Faith Based Organizations;
g. Part 42 Nondiscrimination/Equal Employment Opportunity Policies and Procedure;
h. Part 61 Procedures of Implementing the National Environmental Policy Act;
i. Part 63 Floodplain Management and Wetland Protection Procedures; and,
j. Federal Laws or regulations applicable to Federal Assistance Programs.

iii. Grantee agrees to comply with the requirements of 28 C. F. R. Part 46 and all Department of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

B. FINANCIAL & ADMINISTRATIVE MANAGEMENT

i. Grantee assures that it will comply with appropriate federal cost principles and administrative requirements applicable to grants as follows:

a. For state, local or Indian tribal government entities;
(1) 2 CFR Part 225, Cost Principles for State, Local & Indian Tribal Governments (codified at 28 CFR Part 66, by reference and (formerly known as OMB Circular A-87)
(2) OMB Circular A-102, Common Rule-Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
(3) 28 CFR 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

b. For non-profit organizations;
(1) 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly known as OMB Circular A-122)
(2) 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations (codified at 28 CFR Part 70 and formerly known as OMB Circular A-110)
(3) 28 CFR 70, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations

c. For colleges and universities;
(1) 2 CFR Part 220, Cost Principles for Educational Institutions (codified at 28 CFR Part 66, by reference and formerly known as OMB Circular A-21)
(2) 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations (codified at 28 CFR Part 70 and formerly known as OMB Circular A-110)
(3) 28 CFR 70, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations

d. For each agency spending more than $500,000 per year in federal funds from all sources;
(1) OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations

ii. The Grantee assures that it will comply with the provisions of the U.S. Department of Justice, Office of the Chief Financial Officer, Office of Justice Programs, Financial Guide for Grants, current edition. (For practical purposes, the requirements pertinent to the management of these funds have been extracted from the above documents and are contained in the current applicable Administrative Guide of the Division of Criminal Justice, which is hereby incorporated by reference. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations.).

C. NON-SUPPLANTING OF FUNDS

i. The Grantee certifies that any required matching funds used to pay the non-federal portion of the cost of this grant award are in addition to funds that would have otherwise been made available for the purposes of this project.
ii. The Grantee certifies that federal funds made available under this grant:
a. Will not be used to supplant state or local funds.
b. Where there is a reduced or unchanged local investment, then the Grantee shall give a written explanation demonstrating that the Grantee's reduced or unchanged commitment would have been necessitated even if federal financial support under this federal grant program had not been made available.

D. PROHIBITIONS ON LOBBYING WITH FEDERAL FUNDS (Grantees receiving $100,000 or more in total federal funds per year. See 28 CFR Part 69.)

The Grantee certifies, by accepting this grant award, that:
i. No federal funds received through this grant award will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement; and,
ii. If any funds other than funds through this grant award will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant award, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities".

E. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Grantees receiving $100,000 or more in total federal funds per year. See, 28 CFR Part 67.)

The Grantee certifies, by accepting this grant award, that neither it nor its principals, Subgrantees or suppliers:
i. Are presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participation in this transaction by any Federal department or agency;
ii. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (5)(b) of this certification; and
iv. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
v. Where the Grantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this award.

F. CERTIFICATION REGARDING DRUG FREE WORKPLACE (See, 28 CFR Part 67, Subpart F.)

The Grantee certifies, by accepting this grant award, that it will comply with the Drug Free Workplace Act of 1988, as implemented at 28 CFR Part 67, Subpart F.

G. CIVIL RIGHTS COMPLIANCE (See, 28 CFR Part 42.)

i. Upon award, each Grantee will be provided DCJ's Form 30, entitled "Certification of Compliance with Regulations Regarding Federal Civil Rights Requirements and Equal Employment Opportunity Plans (EEOP)", and will be required to do the following:
a. The Project Director must submit the form to the Grantee Agency's Authorized Official for this grant;
b. The Authorized Official must review the form in conjunction with Grantee personnel responsible for reporting civil rights findings of discrimination;
c. The Authorized Official must accurately complete the required information and provide all information requested;
d. The Authorized Official must provide an original signature on the form as indicated; and,
e. The DCJ 30 Form with original signature must be returned to DCJ with the Grant Agreement or Interagency Agreement.
ii. Any Grantee findings of discrimination must be reported to DCJ within 45 days of receipt of this grant award, and to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
iii. The project director must view an applicable Civil Rights training as provided on the DCJ website and acknowledge by providing an original signature that the project's staff will be made aware of all obligations regarding Civil Rights compliance.

H. NON-DISCRIMINATION

The following federal non-discrimination cites apply in particular: the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et. seq. and Department of Justice Regulations on Disability Discrimination, 28 CFR Part 35 and Part 39; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G; and Executive Order 11246, as amended by Executive Order 11375, and their implementing regulations, 41 CFR Part 60.1 et. seq., as applicable to construction contracts.

I. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) AND NATIONAL HISTORIC PRESERVATION ACT (NHPA) COMPLIANCE (42 USC §§4321-4370 and 16 USC §470)

i. The Grantee agrees to assist the Division of Criminal Justice and the Office of Justice Programs, U.S. Department of Justice, in complying with the National Environmental Policy Act, the National Historic Preservation Act (NHPA) and other related federal environmental impact analyses requirements in the use of these grant funds either directly by the Grantee or by a Subgrantee. As long as the activity needs to be undertaken in order to use these grant funds, this NEPA requirement first must be met whether or not the activities listed below are being specifically funded with these grant funds. The activities covered by this condition are:
ii. New construction;
iii. Minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places, or located within a 100-year flood plain;
iv. Renovation, lease or any other proposed use of a building or facility that will either result in a change in its basic prior use, or significantly change its size.
v. Implementation of a new program involving the use of chemicals other than chemicals that are either purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational or educational environments.

J. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (This provision applies only to entities that provide medical care and treatment)

The Grantee acknowledges that it is a covered health care provider under the Health Insurance Portability and Accountability Act, 42 U.S.C. 1320d-1320d-8, and its implementing regulations and agrees to comply with the requirements of HIPAA concerning any uses and disclosures of protected health information.

K. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Government Entities Only)

The Grantee certifies, by accepting this grant award, that it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

L. Political Activity of Certain State and Local Employees (5 U.S.C. §§ 1501-08 and §§ 7324-28 – applies to Government Entities Only)

The Grantee certifies, by accepting this grant award, that it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or part by federal assistance.

M. REPORTING FRAUD, WASTE, ERROR AND ABUSE

Each Grantee must promptly refer to the Department of Justice, Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, Grantee, Subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct should be reported to the U.S. Department of Justice, Office of the Inspector General (OIG) by:
a) mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530;
b) email: oig.hotline@usdoj.gov;
c) hotline: (contact information in English and Spanish): (800) 869-4499; or
d) hotline fax: (202) 616-9881.

23. ADDITIONAL GRANT REQUIREMENTS

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

A. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

i. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.
ii. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.
iii. The Grantee assures that it will comply with the provisions of the current applicable Administrative Guide and Instructions for Federal Office of Justice Program Grants from the Division of Criminal Justice which is hereby incorporated by reference. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations.

B. PROCUREMENT AND CONTRACTS

i. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the Division of Criminal Justice. Grantee shall submit Exhibit I - Sample Professional Services/Consultant Prior Approval Form.
ii. Grantee may not assign its rights or duties under this grant without the prior written consent of the Division of Criminal Justice.

24. STATE OF COLORADO SUPPLEMENTAL PROVISIONS FOR FEDERALLY FUNDED CONTRACTS, GRANTS, AND PURCHASE ORDERS SUBJECT TO THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (FFATA), AS AMENDED REVISED AS OF 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
1.1. "Award" means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:
1.1.1. Grants;
1.1.2. Contracts;
1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
1.1.4. Loans;
1.1.5. Loan Guarantees;
1.1.6. Subsidies;
1.1.7. Insurance;
1.1.8. Food commodities;
1.1.9. Direct appropriations;
1.1.10. Assessed and voluntary contributions; and
1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award does not include:
1.1.12. Technical assistance, which provides services in lieu of money;
1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
1.1.14. Any award classified for security purposes; or
1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
1.2. "Contract" means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes Grantees, Sub-grantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.
1.5. "Entity" means all of the following as defined at 2 CFR part 25, subpart C;
1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
1.5.2. A foreign public entity;
1.5.3. A domestic or foreign non-profit organization;
1.5.4. A domestic or foreign for-profit organization; and
1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.6. "Executive" means an officer, managing partner or any other employee in a management position.
1.7. "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.
1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."
1.9. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award.

1.10. "Subaward" means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.
1.11. "Subrecipient" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as a Subgrantee.
1.12. "Subrecipient Parent DUNS Number" means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.
1.13. "Supplemental Provisions" means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http:www.sam.gov.

1.15. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
1.15.1. Salary and bonus;
1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
1.15.4. Change in present value of defined benefit and actuarial pension plans;
1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
1.17 "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. Compliance. Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.
3.1. SAM. Contractor shall maintain the currency of its information in the SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update the SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
3.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. Total Compensation. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
4.1. The total Federal funding authorized to date under the Award is $25,000 or more; and
4.2. In the preceding fiscal year, Contractor received:
4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
4.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. Reporting.
Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at http://www.colorado.gov/dpa/dfp/sco/FFATA.htm.

6. Effective Date and Dollar Threshold for Reporting.
The effective date of these supplemental provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7. Subrecipient Reporting Requirements.
If Contractor is a Subrecipient, Contractor shall report as set forth below.
7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM for each Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
7.1.1 Subrecipient DUNS Number;
7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
7.1.3 Subrecipient Parent DUNS Number;
7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:
7.2.1 Subrecipient's DUNS Number as registered in SAM.
7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.
8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
8.2 A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
8.4 There are no Transparency Act reporting requirements for Vendors.

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

25. SIGNATURE PAGE

Routing #:69623

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

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

GRANTEE

Agency or Organization: Gunnison County
By: Matthew Birnie, County Manager
Signature: _____ Date: 6-23-14

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR
Department of Public Safety, Division of Criminal Justice
Jeanne M. Smith, Director
Signature: _____ Date: _____
By: Jeanne M. Smith, Director
Signatory avers to the State Controller or delegate that Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules

LEGAL REVIEW

John W. Suthers, Attorney General
By: _____ Date: _____
Signature: Assistant Attorney General

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD
By: _____ Date: _____
Department of Public Safety, Cindy Fredriksen, MBA, Procurement Director

EXHIBIT A – SPECIAL CONDITIONS

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

1. Right if Privacy for Recipients of Service and Sharing of information. The prospective Subgrantee Agency certifies, by submission of this proposal, that:
a. Pursuant to Section 223(a)(18) of the Juvenile Justice and Delinquency Prevention Act, procedures have been established to ensure that this program will not disclose program records containing the identity of individual juveniles. Exceptions to this requirement are authorization by law; consent of either the juvenile or his/her legal authorized representative; or justification that otherwise the functions of this title cannot be performed. Under no circumstances may public project reports or findings contain names of actual juvenile service recipients.
b. Necessary information will be shared appropriately among schools, law enforcement, courts and juvenile-serving agencies pursuant to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g), as amended by Improving America's School Act of 1994 (IASA). FERPA allows schools to play a vital role in a community's effort to identify children who are at risk of delinquency and provide services prior to a child's becoming involved in the juvenile justice system.
c. Necessary information will be shared in accordance with the "Children's Code Recordsand Information Act," 19-1-301 et seq., Colorado Revised Statutes, to balance the best interests of children and the privacy interests of children and their families with the need to share information among service agencies and the need to protect the public safety.

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

3. If you are collecting and disbursing restitution as part of this State-funded Juvenile Diversion program, you must report the amount collected and disbursed on DCJ Form 1-B, Table B. This form is to be submitted quarterly with your financial and narrative reports, which are due fifteen (15) after the end of each calendar quarter. NOTE: Do not report project income generated from your grant on this form. Please report any project income generated in your quarterly narrative report.

4. Grantee is required to fully cooperate with all requirements of the ongoing Evaluation of State Funded Juvenile Diversion Programs. This includes, but is not limited to completing the input of data into the Efforts to Outcome (ETO) online data system; administration of a pre/post survey; being responsive to the evaluator's request for information and closely working with the evaluator to resolve issues. Grantee also understands the post survey minimum match/return rate is 50%. Failure to meet these requirements may put funding at-risk.

EXHIBIT B1- BODY OF APPLICATION

Applicant Information

2015 State Juvenile Diversion Program Funds

Applicant Details

DUNS(+4) Number: 133115220

EXHIBIT B2- PROJECT SUMMARY/GOALS AND OBJECTIVES

Project Summary

Project Description:

Describe the project to be implemented in this proposal. This section should clearly and succinctly describe what is going to be done and responsible parties. Address the number of clients to be served, types of services and cost per client of providing direct services. At a minimum address the following. See instructions for further information.

a. Program philosophy including treatment and supervision approaches.

b. Referral sources.

c. Formal and informal screening and assessment tools utilized, and purpose (e.g., substance abuse/mental health needs, appropriateness for the program, risk level, protective, recidivism, service referral, case management). Outline your process to screen, assess and refer youth to treatment based on their needs, noting whether these functions are performed in-house or referred out. If a process is not currently in place, please describe your plan to implement a screening and assessment process during the funded grant cycle.

d. Acceptance criteria for referrals and any acceptance restrictions such as age or type of crime.

e. Specific services to be provided from acceptance to discharge.

f. Provide a list of Restorative Justice Practices.

g. How graduated sanctions will be applied if a youth continues to offend while in the program.

h. Criteria for discharge from the program.

The Gunnison County Juvenile Diversion program works to divert first-time, non-violent juvenile offenders from the traditional court system into a skills based program that emphasizes positive youth development. We believe that future re-offense can be prevented if juvenile offenders take accountability and responsibility for their actions and learn new ways of thinking. This philosophy is based upon the belief that a youth can learn from mistakes and with support can change habits and learn new life skills. The approach of the Gunnison County Juvenile Diversion program has been and always will be to look at the total child, not just the offense. The supervision approach is somewhat different with each client as each youth is looked at individually and appropriate services are established depending on age, cognitive abilities, parental support etc. Focus is on fostering youth's skills and competency in areas such as family relationships, school issues, decision making, future goals i.e. college and/employment, use of pro-social free-time activities and connection to community. Referrals can be made to the school attendance advocate to meet with the client to discuss a targeted school intervention plan. Mentoring is often accessed to work on skills such as communication with parents, academic improvement, independent living such as learning to budget and future orientation plans such as jobs and/or college. Treatment approaches may include referrals to outside agencies for services such as mentoring, mental health counseling, substance use education and treatment. Under the umbrella of Juvenile Services referrals will also be considered for the HB1451 Collaborative Management Program (CMP) Family Advocacy and Support Team (FAST) to assess for appropriate multi-system services and coordination of efforts including the evidence-based model High Fidelity Wraparound.
In Gunnison County the referral source begins with law enforcement citing a juvenile into District Court for some type of criminal violation. The charges are misdemeanor and/or felony in type but could include Marijuana Possession and other petty type offenses that are summonses into District Court with the possibility of these being filed in District Court. The District Attorney reviews these juvenile cases before court each week at a juvenile team meeting that includes the District Attorney, the Juvenile Diversion Director, the HB1451 Coordinator and the Juvenile Probation Officer to determine the most appropriate course for each case and makes the ultimate decision on the referral to Juvenile Diversion. All appropriate first-time and sometimes second-time non-violent cases are assessed for potential acceptance into the Juvenile Diversion program pre-file, with the majority of the youth reviewed being referred. The Juvenile Diversion Director then contacts the parents and/or guardians and the youth involved to set up a meeting before Court to explain the referral and the specifics of the Juvenile Diversion program and answer any questions or concerns. If the parents and/or guardians agree with the referral made by the District Attorney, they advise the District Court Judge of this agreement and an appointment is then made with the Juvenile Diversion office. At this point in time, no charges have been filed on and no records kept on the youth and the court process would be terminated.
The acceptance criteria for referrals into the program are youth ages 10-17 with misdemeanor and/or felony charges at the pre-filing stage of the court process as an alternative to the filing of a petition. The acceptance restrictions would be that the youth not have prior charges or program participation unless there has been considerable time between offenses or the charge is minor by definition. The juvenile must admit guilt and take responsibility for their action and this admission is part of the signed agreement.
The Gunnison County Juvenile Diversion program strives to utilize the four general principles of effective programs listed in the Juvenile Diversion

Literature Review that include: systematic and standardized screening and assessment of youth; reduced penetration into the juvenile justice system; use of holistic, family centered interventions; and development and use of a wide network of community-based services (Cocozza et al. 938; Dembo et al., "Arbitration" 29).The specific services provided include the intake and coordination and case management of the entire process from beginning to end. At the initial meeting with the juvenile and parents a contract is signed outlining the specific requirements the juvenile will need to complete to successfully terminate from the program. The methodology with all referred juveniles starts with assessment. Through the intake process, informal assessment information is gathered on all aspects of a young person's life to include family, school, peers and interests. Motivational interviewing, an evidenced-based goal directed counseling style to help elicit change is utilized in this assessment and in all sessions. This helps to not only gain factual information but also begin to build a relationship with the youth and find subtle ways to encourage hope for a successful future. This process helps the youth in identifying strengths and talents that can be built upon as they design and start to work towards goals. Assistance is given towards identifying how to change behavior through cognitive-behavioral strategies and working with families to encourage their involvement. The intent of the case management plan is to identify and begin work on a targeted intervention of risk factors while the protective factors identified become the building blocks of an action plan. Supervision is one of the identified approaches that is proving to make an impact on risky behavioral intentions in Juvenile Diversion programs (OMNI Institute Statewide Evaluation of the DCJ Juvenile Diversion program). Supervision is implemented in the program not just through case management but in all areas of the youth's involvement through school, mentors, wraparound teams and treatment providers. Other identified approaches that are proving effective are screening and assessment, accountability and competency services and counseling. Besides the informal screening through the intake, formal screening also takes place at initial sessions in house and includes the youth taking the MAYSI-2 and SUS-1a to help identify mental health and substance use needs. After the MAYSI-2 and SUS-1a are scored, if any areas of concern are identified, referrals for counseling and/or treatment are discussed with the youth and parent(s) for intervention and support. Accountability methods for the youth include such things as performing community service, paying victim restitution, and restorative justice to include practices such as victim impact conferencing, victim offender mediation and family group conferencing. In prior years Gunnison County Juvenile Services has referred and utilized the Center for Restorative Justice located in Gunnison. The potential for Restorative Justice to be provided with the department in the future is actively being pursued.
Most juveniles are on contract for 6-9 months or longer if needed with weekly sessions initially and later if things are going well the sessions could be twice a month with weekly check-ins. If all has been successfully completed a termination session is held with the youth and parents to outline what they have learned and process and celebrate their success. Through the funding from DCJ/Juvenile Diversion grant the Gunnison County Juvenile Diversion program anticipates working with approximately 22 youth at a cost of $1590/youth.
The Gunnison County Juvenile Diversion program uses a graduated sanctions model by determining if a situation warrants increased or decreased sanctions. For minor infractions a youth may be allowed to stay in the Juvenile Diversion program with added sanctions and/or interventions that include; additional community service, counseling, referrals to FAST, and extended supervision.

Sanctions applied for a youth that continues to offend is the possible filing of charges by the District Attorney and a referral back to District Court. These youth and the circumstances are reviewed on a case by case basis. The District Attorney normally will not allow a youth to stay in the Juvenile Diversion program if there is an additional major offense committed.
Should the youth fail to successfully complete the Juvenile Diversion program, a referral back to the District Attorney's office will be made for the re-filing of the original charges. If the youth has re-offended while in the program, the new charges and the original charges will be brought back before the District Court by the District Attorney for consideration of charges being filed. These youth will be closed out as unsuccessful participants in the Juvenile Diversion program. Successful completion is determined by the youth meeting and completing all requirements of the Juvenile Diversion contract, which includes no recidivism. All charges at this point have been dropped and no further legal action is taken.

Population to be Served

Target population: Number of Juveniles Targeted to be Served

	White / Caucasian	Black / African American	Hispanic / Latino	Asian	American Indian / Alaskan Native	Nat. Hawaiian / Pacific Islander	Other / Unknown	Total
Males	10	1	4	0	0	0	0	15
Females	5	0	2	0	0	0	0	7
Total	15	1	6	0	0	0	0	22

Level of Juvenile Justice Involvement: Repeat Offenders, First Time Offenders

Age Range of Target Population: 10-17

Percent of Total to be Served with Limited English Proficiency: 8.00%

Provide a narrative description of the population to be served including age, gender, race/ethnicity and other characteristics of those the project is intending to serve. Describe how gender/language/cultural issues will be addressed. See instructions for further information.

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

Goals & Objectives

New Project

These are the elements against which the project will be evaluated and which will be used to report quarterly and final progress. Using the format below; provide project/program goal(s), objectives, outcomes, measurement and timeframe. See instructions for further information.

Goal 1: Youth in the Juvenile Diversion program will not move further into the Juvenile Justice system

	Objective	Outcome	Measurement	Timeframe
1.1	Provide a program to juveniles in lieu of Juvenile Court with individualized signed contracts outlining requirements	22 youth will be served; 90% of youth will successfully complete their contratct	ETO Database, case files	By June 30, 2015
1.2	Youth will receive intake and MAYSI-2 and SUS1a screenigs to identify risk and protective factors	90% of youth will be screened using the MAYSI-2 and SUS1a; 90% of identified youth will be referred for services	In-house database and case files	By June 30, 2015
1.3	Behaviors will be targeted for intervention	Less than 10% of youth will re-offend during program	District Attorney, District court records	By June 30, 2015

Goal 2 (If needed):

	Objective	Outcome	Measurement	Timeframe
2.1				
2.2				
2.3				

Goal 3 (If needed):

	Objective	Outcome	Measurement	Timeframe
3.1				
3.2				
3.3				

Quality Assurance Plan:

Describe your approach to evaluating your project in response to the stated objectives, outcomes and measurement. Describe how the information that is collected in the Diversion Intake/Exit Forms and pre-post surveys will be collected and verified; be specific about who will be collecting the data, from whom and how (i.e., how and when will program participants be contacted for completion of the post survey). See instructions for further information.

1) Describe your plan for collecting data on each specified outcome using the identified measurement tools. Cite the methods that will be used to collect the data which will measure the effectiveness of this project. Discuss tools, approaches, timelines and staff responsible for collecting, analyzing, and evaluating the data. Include how data collected will reflect actual numbers attributable to the awarding of this grant.

2) The applicant agency's approach to managing the data once collected; where data will be stored or entered.

3) Describe your process to ensure the post survey is completed by youth participating in the program.

4) Describe your agency's parental consent and youth assent procedures currently in place. As part of the statewide evaluation, all grantees will be required to have proper consent/assent procedures in place. Grantees may be asked to utilize forms and procedures, or to integrate language developed by OMNI Institute into existing documents, to ensure proper permissions, use and protection of identifiable youth data.

5) Describe staff capacity and commitment to participate in the evaluation, including ability to attend evaluation training, and collect and enter/submit all required data, and any anticipated barriers.

6) Describe how the agency you will track and record youth who re-offend during programming (pre-discharge recidivism). The definition of pre-discharge recidivism is a filing for a new felony or misdemeanor offense that occurred prior to discharge from Juvenile Diversion programming.

The plan for collecting data on:
Outcome 1.1, '22 youth will be served' will be measured by the data entered into ETO. The data that is input into ETO initially is the intake data form and at the end of the program the exit data form is completed. This information is collected from the initial intake information gathering session. Then, at the end of each quarter, ETO reports can be run with the number enrolled each quarter. These intake numbers are then part of the quarterly report sent in to DCJ at the end of each quarter. An internal case file is also kept in house for case management purposes. Gunnison County utilizes a system for measuring outcomes called Managing for Results (MFR) and the number served is also input into this system for data collection each quarter.
Outcome 1.1 '90% of youth will complete their contract' will be measured first of all in-house by successfully completing all requirements and this is noted in the case file. This is also tracked in ETO by completing the exit survey and by checking off the successful completion entry in ETO. A summary of the successful completion is also summarized and sent to the District Attorney who made the referral for review and closure of any records that may remain in the DA's office. This exit report is also run from ETO and attached to the quarterly progress report sent in to DCJ tracking completion numbers. All of the data is input into ETO by the program director as it is collected or by the end of the month the juveniles enroll and the quarterly and end of year reports are also completed by the program director. Program completion is also one of the outcomes listed in the County MFR system and computed quarterly and annually. All data on outcomes is reviewed quarterly and annually to evaluate successes and challenges and deliberate the possibility of any needed changes.
Outcome 1.2, '90% of youth will be screened using the MAYSI-2 and SUS1a' These screenings are given early on in the program and are given in-house by the program director. These assessments are scored and become a part of the youth's case file with notes on indicators of risk and/or need added into the case management plan for referral for services. These referrals are then documented in the case file notes that are kept after each session and reviewed before the youth attend the next scheduled session. Collateral contacts with providers of these referred services are also noted.
Outcome 1.3 'less than 10% of youth will not re-offend during program' will be tracked first of all by being in close contact with the youth and parents to monitor compliance regarding no further contact with law enforcement. This would also be tracked through weekly contact with the Juvenile Deputy District Attorney who advises of any new contacts with current Juvenile Diversion youth. This would also be recorded in ETO as a re-offense and unsuccessful completion of the program. This recidivism rate is also noted quarterly and annually in the County MFR system and is one of the key results reported on in the Gunnison County Performance review annual publication. All data is stored on-line through the ETO system and files are kept in a locked file cabinet in a locked office.
At the initial meeting with parent(s), an explanation is given in regards to the anonymous pre and post surveys collected from the youth for the OMNI study on Juvenile Diversion and if consent is given by the parent, a parental permission form is signed for their youth to complete the survey.
After all requirements of the program have been met, a termination session is scheduled with the youth and parents. At this meeting the youth also completes the post survey which is put in a sealed envelope and sent off to OMNI at the end of the month.
Gunnison County Juvenile Diversion staff have the capacity and commitment to

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

EXHIBIT B3- BUDGET AND BUDGET NARRATIVE

Budget: Personnel

A. PERSONNEL (TOTALS SUMMARY)

	Annual Full Time Amount ($)	Total to be Paid by Grant Funds ($)	Previous Amount Requested/Approved ($)	Difference From Previous Amount ($)
Totals	$91,890	$34,000	$45,666	$34,000

Position Title	Annual Full Time Amount ($)	Total To Be Paid By Grant Funds ($)
Juvnenile Diversion Program Director/Janet Reinman	$91,890	$34,000

Personnel Details

Position Title and Name: Juvnenile Diversion Program Director/Janet Reinman

	Annual Full Time Amount ($)	% To Be Paid By Grant Funds	Total To Be Paid By Grant Funds ($)
Salary	$70,942	37%	**$26,249**
Fringe	$20,948	37%	**$7,751**
TOTALS	**$91,890**		**$34,000**

Budget Narrative and Justification:

The Gunnison County Juvenile Diversion program requests $34,000 in grant funds to contribute to the salary of the Juvenile Diversion Program Director. The salary and fringe benefit rates are determined by Gunnison County and evaluated periodically. The source of the cash match is Gunnison County. The grant funding will be utilized in combination with the funding from Gunnison County to provide a full time position. The tasks for the Project Director include the oversight, administration and supervision of the program. Initial meeting with the youth and parent(s) is held to explain the program and establish willingness to participate and sign the Juvenile Diversion contract outlining all requirements necessary for successful completion. The youth sessions include initial screenings for mental health and substance use and referrals out if needs are identified. Life skill work, community service and restorative services are facilitated including apologies and restitution to any victims.

Budget: Personnel (Match)

For amounts listed under cash or in-kind match, please provide an explanation regarding the type and source of the matching funds. See instructions for allowable match.

	Amount Recommended ($)	Match ($)
Total	$34,000	$11,666

Position	Type of Match	Budget Narrative and Justification	Total ($)
Program Director	Cash	County match 25%	$11,666

Personnel Details (Match)

Position: Program Director

Type of Match: Cash

Budget Narrative and Justification:

Include source of match and a solid description of how those funds will be spent.

County match 25%

Total($): $11,666

Budget: Supplies & Operating

Totals Summary

	Amount Recommended/ Requested ($)	Previous Amount Requested/Approved ($)	Difference From Previous Amount ($))
Total	$0	$0	$0

Item	Budget Narrative and Justification	Total ($)
This list contains no items		

Budget: Supplies & Operating (Match)

For amounts listed under cash or in-kind match, please provide an explanation regarding the type and source of the matching funds. See instructions for allowable match.

Totals Summary

	Amount Recommended ($)	Match ($)
Total	$0	$0

Item	Type of Match	Budget Narrative and Justification	Total ($)
This list contains no items			

Budget: Travel

Totals Summary

	Amount Recommended/ Requested ($)	Previous Amount Requested/Approved ($)	Difference From Previous Amount ($)
Total	$0	$0	$0

Item	Budget Narrative and Justification	Total ($)
This list contains no items		

Budget: Travel (Match)

For amounts listed under cash or in-kind match, please provide an explanation regarding the type and source of the matching funds. See instructions for allowable match.

Totals Summary

	Amount Recommended ($)	Match ($)
Total	$0	$0

Item	Type of Match	Budget Narrative and Justification	Total ($)
This list contains no items			

Budget: Professional Services / Consultants

Please refer to the application instructions when completing your application budget. The instructions contain specific detailed information that will help to ensure the budget you submit is sufficient, complete and accurate.

List each consultant/contractor separately. Include a description of the services provided with justification and the basis for determining the cost for each item. Be sure to explain how the hourly or flat rate was determined.

A DCJ Form 16 that is equal to the amount listed must be provided for each consultant/contractor once application is approved for funding.

To assist with the DCJ performance measures and reporting requirements, applicants are required to budget $1,000 to OMNI Institute in the professional Services/consultants section for use of an electronic reporting and evaluation system.

Totals Summary

	Amount Recommended/ Requested ($)	Previous Amount Requested/Approved ($)	Difference From Previous Amount ($)
Total	$1,000	$1,000	$1,000

Item	Budget Narrative and Justification	Total ($)
OMNI Institute	Electronic reporting and evaluation system for DCJ ETO.	$1,000

Professional Services/Consultants Details

Item: OMNI Institute

Budget Narrative and Justification:

Electronic reporting and evaluation system for DCJ ETO.

Total($): $1,000

Budget: Professional Services / Consultants (Match)

For amounts listed under cash or in-kind match, please provide an explanation regarding the type and source of the matching funds. See instructions for allowable match.

Totals Summary

	Amount Recommended ($)	Match ($)
Total	$1,000	$0

Item	Type of Match	Budget Narrative and Justification	Total ($)
This list contains no items			

Budget: H. Total Request

	Amount Recommended/ Requested ($)	Match ($)	Total Budget ($)
PERSONNEL	$34,000	$11,666	$45,666
SUPPLIES & OPERATING	$0	$0	$0
TRAVEL	$0	$0	$0
PROFESSIONAL SERVICES/CONTRACT CONSULTANTS	$1,000	$0	$1,000
GRAND TOTAL	$35,000	$11,666	$46,666

Calculated Match Percentage (%): 25.00%

Cash match and/or in-kind match equal to 25% of total project costs MUST be included in your budget.

Additional Project Funding

Will this project be funded using ADDITIONAL FUNDS other than those provided from this grant? Yes

If "Yes", list the type and approximate amount of other funding that will be used to support this project.

	Description	Amount ($)
Federal		
State		
County Government	Gunnison County Funding	$56,890
Municipal Government		
Private		
Other (Specify)	Client Fees	$2,000
	ADDITIONAL PROJECT FUNDING TOTAL:	$58,890

EXHIBIT C – SAMPLE OPTION LETTER

STATE OF COLORADO
Department of Public Safety, Division of Criminal Justice
OPTION LETTER

Date	State Fiscal Year	Option Letter #	CMS Routing #

1) OPTIONS: Applicable options.
a. Option to renew only (for an additional term)
b. Change in the amount of goods within current term
c. Change in amount of goods in conjunction with renewal for additional term
d. Level of service change within current term
e. Level of service change in conjunction with renewal for additional term
f. Option to initiate next phase of a contract

2) REQUIRED PROVISIONS.

a. In accordance with Section(s) _____ of the Original Contract between the State of Colorado, Department of Public Safety, Division of Criminal Justice and _____, the State hereby exercises its option for an additional term beginning _____ and ending on _____ at a _____ specified in Section _____ .

b. In accordance with Section(s) _____ of the Original Contract between the State of Colorado, Department of Public Safety, Division of Criminal Justice and _____ , the State hereby exercises its option to _____ in the amount of _____ at the same rate(s) as specified in _____ .

c. In accordance with Section _____ of the Original Contract between the State of Colorado, Department of Public Safety, Division of Criminal Justice and _____, the State hereby exercises its option for an additional term beginning _____ and ending on _____ at a _____ specified in Section _____, AND/OR _____ in the amount of _____ at the same rate(s) as specified in _____ .

d. In accordance with Section(s) _____ of the Original Contract between the State of Colorado, Department of Public Safety, Division of Criminal Justice and _____, the State hereby exercises its option to initiate Phase _____ for the term beginning _____ and ending on _____ at the _____ specified in Section _____ .

e. The amount of the current Fiscal Year contract value is _____ by _____ to a new contract value of _____ as consideration for _____ ordered under the contract for the current fiscal year _____. The first sentence in Section _____ is hereby modified accordingly. The total contract value including all previous amendments, option letters, etc. is _____ .

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 Public Safety, Division of Criminal Justice

By: _____ Date: _____
Jeanne M. Smith, Director

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: _____ Date: _____
Department of Public Safety, Cindy Fredriksen, MBA, Procurement Director

EXHIBIT D – SAMPLE GRANT FUNDING CHANGE LETTER

STATE OF COLORADO
Department of Public Safety, Division of Criminal Justice
GRANT FUNDING CHANGE LETTER

Date	Original Contract CMS #	Grant Funding Change Letter #	CMS Routing #

TO: _____

In accordance with Section _____ of the Original Contract between the State of Colorado, Department of Public Safety, Division of Criminal Justice, and _____ beginning _____ and ending on _____, the undersigned commits the following funds to the Grant:

The amount of grant funds available and specified in Section _____ is increased/decreased by _____ to a new total funds available of _____ for the following reason:

_____

Section _____ is hereby modified accordingly.

This Grant Funding Letter does not constitute an order for services under this Grant.

The effective date of hereof is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR
Department of Public Safety, Division of Criminal Justice

By: _____ Date: _____
Jeanne M. Smith, Director

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: _____ Date: _____
Department of Public Safety, Cindy Fredriksen, MBA, Procurement Director

EXHIBIT E – SAMPLE CONTRACT AMENDMENT

STATE OF COLORADO
Department of Public Safety, Division of Criminal Justice
CONTRACT AMENDMENT

Amendment #	Original Contract CMS #	Amendment CMS #

1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between _____(hereinafter called "Contractor"), and the STATE OF COLORADO acting by and through the Department of Public Safety, Division of Criminal Justice (hereinafter called the "State").

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) FACTUAL RECITALS

The Parties entered into the Contract for/to:

_____

4) CONSIDERATION - COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for this Amendment. If applicable, such Special Provisions are attached hereto and incorporated by reference herein as:

_____

5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) MODIFICATIONS

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

_____

7) START DATE

This Amendment shall take effect on the later of its Effective Date or _____.

8) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9) AVAILABLE FUNDS

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

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

*** 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

Agency or Organization: _____
By: _____, _____
Signature: _____ **Date:** _____

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR
Department of Public Safety, Division of Criminal Justice

By: _____ Date: _____
Jeanne M. Smith, Director

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. If Contractor begins performing prior thereto, the State of Colorado may not be obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: _____ Date: _____
Department of Public Safety, Cindy Fredriksen, MBA, Procurement Director