

Grantee: District Attorney's Office, 17th Judicial District  
Project: iTHRIVE Community Collaboration

CFDA: 16.738  
DCJ Grant #: 2017-DJ-17-05-30-2

**GRANT AWARD LETTER (Intergovernmental Grant Agreement)  
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS  
SIGNATURE AND COVER PAGE**

<b>State Agency</b> Department of Public Safety, Division of Criminal Justice	<b>DCJ Grant Number</b> 2017-DJ-17-05-30-2 <b>CMS Number</b> N/A
<b>Grantee</b> Board of County Commissioners of Adams County dba District Attorney's Office, 17th Judicial District	<b>Grant Issuance Date (Start Date)</b> January 1, 2019
	<b>Grant Expiration Date</b> December 31, 2019
<b>Current Grant Maximum Amount</b> <b>Initial Term by Funding Source</b> Federal Award #2017-MU-BX-0124 \$63,374	<b>Fund Expenditure End Date</b> December 31, 2019
	<b>Grant Description</b> Funding to support iTHRIVE, an outcomes-based therapeutic alcohol/drug intervention program for teens ages 12-17 and their parents.
<b>Total for All Federal Awards</b> \$63,374	
<b>Grantee Match Requirement</b> \$0	

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

<p style="text-align: center;"><b>GRANTEE</b></p> <p style="text-align: center;">Board of County Commissioners of Adams County</p>    <p style="text-align: center;">By: Steven J. O'Dorisio, Chair</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;">Jared Polis, Governor Department of Public Safety Stan Hilkey, Executive Director</p>    <p style="text-align: center;">By: Joe Thome, Director, Division of Criminal Justice</p> <p style="text-align: center;">Date: _____</p>
<p style="text-align: center;">In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p>  <p style="text-align: center;">By: Lyndsay J. Clelland, Contract and Grants Coordinator, Department of Public Safety, Division of Criminal Justice</p> <p style="text-align: center;">Effective Date: _____</p>	

<b>Representatives for this Grant</b>	
<b>For the State:</b>	<b>For Grantee:</b>
Joe Thome, Director	Steven J. O'Dorisio, Chair
Division of Criminal Justice	Board of County Commissioners of Adams County
Department of Public Safety	4430 S. Adams County Parkway, 5th Floor
700 Kipling Street, Suite 1000	Suite C5000A
Denver, Colorado 80215-5897	Brighton, CO 80601-8204
Joe.Thome@state.co.us	sodorisio@adcogov.org

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### 1. GRANT

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

## 2. TERM

### A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with a written notice to Grantee in a form substantially equivalent to **Exhibit A, Sample Option Letter** showing the new Grant Expiration Date. Authorized costs incurred prior to the Effective Date, but no earlier than the Grant Issuance Date, may be submitted for reimbursement as provided in **§7.C** below.

### B. Early Termination in the Public Interest

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

### C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

### D. Additional Terms

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of 1 year or less each successive period, at newly negotiated rates deemed necessary to meet any modification to this Agreement as provided in **§18.E**.

### 3. AUTHORITY

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

A. Federal Authority

This Grant is funded, in whole or in part, with Federal funds awarded to the State by The United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.

**16.738 - Edward Byrne Memorial Justice Assistance Grant Program**

☒ FY17 (BJA – JAG State and JAG Local) Title 1 of Pub. L. No. 90-351 (generally codified at 42 U.S.C. 3711 – 3797ff-5), including subpart 1 of part E (codified at 42 U.S.C. 3750 – 3758); see also 28 U.S.C. 530C(a).

B. State Authority

The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507

### 4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Budget**” means the budget for the Work described in **Exhibit E, Budget**.
- B. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.
- D. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- E. “**Effective Date**” means the date on which this Grant Award Letter is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Grant Award Letter.
- F. “**Grant Award Letter**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- G. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- H. “**Grant Expiration Date**” means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- I. “**Grant Issuance Date**” means the Grant Issuance Date shown on the first page of this Grant Award Letter.

- J. **“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.
- K. **“Exhibits”** means the following exhibits attached to this Grant Award Letter:
  - i. **Exhibit A1**, Sample Option Letter.
  - ii. **Exhibit A2**, Sample Grant Funding Change Letter.
  - iii. **Exhibit B**, Grant Requirements.
  - iv. **Exhibit C**, Special Conditions.
  - v. **Exhibit D**, Statement of Work.
  - vi. **Exhibit E**, Budget.
  - vii. **Exhibit F**, Federal Requirements.
- L. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- M. **“Federal Award”** means an award of Federal financial assistance by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award.
- N. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- O. **“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.
- P. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- Q. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- R. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- S. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- T. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.

- U. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- V. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in **§24-72-501 C.R.S.**
- W. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- X. **“Program”** means the Edward Byrne Memorial Justice Assistance Grant Program (JAG) grant program that provides the funding for this Grant.
- Y. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
- Z. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- AA. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA.
- BB. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to **§24-30-202(13)(a) C.R.S.**
- CC. **“State Fiscal Year”** means a 12- month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- DD. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- EE. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- FF. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.

- GG. **“Subgrantee”** means third-parties, if any, engaged by Grantee to aid in performance of the Work.
- HH. **“Subrecipient”** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- II. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- JJ. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- KK. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- LL. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, any discovery or invention, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, sound recordings, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

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

## 5. PURPOSE

Grant is used as a result of the JAG 2017 Request for Applications. The federal Justice Assistance Grant Program (JAG) allows agencies to support a broad range of activities to prevent and control crime based on their own local needs.

## 6. STATEMENT OF WORK

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

The State may increase or decrease the quantity of goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** based upon the rates established in the Grant. If the State exercises

the option, it will provide written notice to Grantee at least **15** days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**. Delivery/performance of the goods/service shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original grant.

## **7. PAYMENTS TO GRANTEE**

### **A. Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Maximum Amount on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

### **B. Erroneous Payments**

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Grant Award Letter, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State. The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

### **C. Reimbursement of Grantee Costs**

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change and the State approves the change, the change does not modify the total maximum amount of this Grant Award Letter, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual

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

**D. Close-Out.**

Grantee shall close out this Grant within **45** days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

**8. REPORTING - NOTIFICATION**

**A. Quarterly Reports.**

In addition to any Exhibit, for any Agreement having a term longer than **3** months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 15 Days following the end of each calendar quarter or at such time as otherwise specified by the State. If the 15th does not fall on a Business Day, the report is due the following Business Day.

DCJ requires the submission of a Quarterly Financial Report and Quarterly Narrative (Programmatic) Report.

**B. Performance and Final Status**

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§7.D**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

DCJ requires the submission of a Final Financial Report only if the last Quarterly Financial Report did not reflect all expenditures. A Final Narrative (Programmatic) Report is required for this Grant Award Letter.

**C. Violations Reporting**

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

D. JAG Accountability Measures

JAG Accountability Measures are utilized to understand the impact of JAG funding as it relates to JAG and BJA's mission. The BJA Performance Measurement Tool supports BJA grantees ability to identify, collect, and report performance measurement data on activities funded by their award. It is a requirement that every grant awarded through the Justice Assistance Grant funds must use the PMT to report quarterly within 15 days of the quarter close date.

9. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of **three (3) years** following the completion of the close out of this Grant. 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 transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance. Grantee's failure to comply with and/or correct monitoring findings shall constitute a breach of this Grant Agreement.

C. Final Audit Report

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

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential

Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

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

**C. Use, Security, and Retention**

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

**D. Incident Notice and Remediation**

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

**11. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee

acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

## **12. INSURANCE**

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

## **13. REMEDIES**

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

## **14. DISPUTE RESOLUTION**

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

## **15. NOTICES AND REPRESENTATIVES**

Each individual identified on page 2, "Representatives for this Grant" shall be the principal representative of the designating Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15.

## **16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

The exception to this §16 is Work Products that contain criminal justice records where each individual unit or agency will be subject to the rules and regulations.

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

i. State Right to Use

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

**17. GOVERNMENTAL IMMUNITY**

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

**18. GENERAL PROVISIONS**

A. Assignment

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

B. Subcontracts and Subgrants

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Grantee enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

D. Entire Understanding

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

E. Modification

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

- i. The State may, at the State's discretion, use an Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** to modify the grant terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original grant. An Option Letter may be used to perform the following grant actions:
  - a. Extend the term of the grant, at the same rates stated in this Agreement.
  - b. Increase or decrease the quantity of services of the grant, either at the same rates stated in this Agreement or at modified rates outlined in the Option Letter.
- ii. The State may, at the State's discretion, use a Grant Funding Change Letter substantially equivalent to **Exhibit A2, Sample Grant Funding Change Letter** to increase or decrease the amount of grant funds. If exercised, the provisions of the Grant Funding Change Letter shall become part of and be incorporated into the original grant.

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

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

G. Order of Precedence

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

- i. **Exhibit C**, Special Conditions.
- ii. **Exhibit F**, Federal Requirements.
- iii. The provisions of the other sections of the main body of this Agreement.
- iv. **Exhibit B**, Grant Requirements.
- v. **Exhibit D**, Statement of Work.
- vi. **Exhibit E**, Budget

H. Severability

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

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

I. Survival of Certain Grant Award Letter Terms

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

J. Third Party Beneficiaries

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

K. Waiver

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

L. Federal Requirements

Grantee shall comply with all applicable requirements of **Exhibit F, Federal Requirements** at all times during the term of this Grant.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

## EXHIBIT A1, SAMPLE OPTION LETTER

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

**1. OPTIONS:**

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

**1. REQUIRED PROVISIONS:**

- F. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- G. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
- H. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
- I. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- J. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

**2. OPTION EFFECTIVE DATE:**

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

<p style="text-align: center;"><b>STATE OF COLORADO</b>          Jared Polis, Governor          INSERT-Name of Agency or IHE          INSERT-Name &amp; Title of Head of Agency or IHE</p> <p>By: _____          Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b>  <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____          Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Option Effective Date: _____</p>
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## EXHIBIT A2, SAMPLE GRANT FUNDING CHANGE LETTER

<b>State Agency</b> Colorado Department of Public Safety	<b>Original Grant Number</b> DCJ Grant Number: Insert DCJ grant number CMS Number: Insert CMS number if applicable or NA
<b>Grantee</b> Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...- This must match original contract	<b>Change Letter CMS Number</b> <b>Insert Change Letter CMS number or NA</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Grant Maximum Amount</b> Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 <b>Total for All State Fiscal Years</b> \$0.00 <b>Grantee Match Requirement</b> \$0.00	<b>Grant Performance Beginning Date</b> Insert Original Begin Date- Month Day, Year  <b>Current Grant Expiration Date</b> Month Day, Year

1. **GRANT FUNDING CHANGE**

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

- A. The funding available for State Fiscal Year 20xx is Increased/Decreased by \$Amount of Change, because Insert Reason For Change.
- B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

2. **TERMINOLOGY**

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

3. **NO ORDER FOR WORK**

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

4. **GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:**

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

<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared Polis, Governor Colorado Department of Public Safety Stan Hilkey, Executive Director</p> <p>By: Joe Thome, Director, Division of Criminal Justice</p> <p>Date: _____</p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Lyndsay J. Clelland, Colorado Department of Public Safety, Division of Criminal Justice, Contracts and Grants Coordinator</p> <p style="text-align: center;">Grant Funding Change Letter Effective</p> <p>Date: _____</p>
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## **EXHIBIT B, GRANT REQUIREMENTS**

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

### **1. AUDIT REQUIREMENTS**

#### **A. Due Date:**

##### **i. Project Start:**

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

##### **ii. Project End:**

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

#### **A. Report/Audit Type:**

- i.** If your entity expended \$750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)
- ii.** If your entity expends less than \$750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:
  - a) Grantees that have revenue greater than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit
  - b) Grantees that have revenue less than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

#### **B. Report/Audit Costs:**

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

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

**C. Failure to Comply:**

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

**2. FINANCIAL AND ADMINISTRATIVE MANAGEMENT**

- D.** 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.
- E.** All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.
- F.** The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at <http://dcj.state.co.us/home/grants>. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

**3. PROCUREMENT AND CONTRACTS**

- G.** Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.
- H.** Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

**4. AWARD CHANGE REQUESTS**

Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Grant Award Letter for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in §2.D and §18.E in the body of the Grant Award Letter.

**5. FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD**

Federal Award Number	2017-MU-BX-0124
Federal Award Office	Department of Justice, Office of Justice Programs
Federal Award Agency	Bureau of Justice Assistance
Federal Award Date	06/26/2018
Total Amount of Federal Award (this is not the amount of this grant agreement)	\$2,727,564
Total Amount of Federal Funds Obligated for ALL projects from DCJ for the above listed funding source for this Grantee	\$63,374
Is this Award for Research and Development (R&D)?	No

## **EXHIBIT C, SPECIAL CONDITIONS**

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

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

- ☐ 2017 –Edward Byrne Memorial Competitive Grant Program (JAG) – Prison Rape Elimination Act (PREA) Special Conditions
- ☒ 2017 – Justice Assistance Grant (JAG) Special Conditions
- ☐ 2016 – Justice Assistance Grant (JAG) Special Conditions
- ☐ 2015 – Justice Assistance Grant (JAG) Special Conditions
- ☐ 2014 – Justice Assistance Grant (JAG) Special Conditions
- ☐ 2013 – Justice Assistance Grant (JAG) Special Conditions
- ☐ 2012 – Justice Assistance Grant (JAG) Special Conditions

## **EXHIBIT D, STATEMENT OF WORK**

### **Project Summary**

Alternatives for Youth (AFY) will implement iTHRIVE, an outcomes-based therapeutic alcohol/drug intervention program for teens ages 12-17 and their parents. AFY will continue to expand iTHRIVE to reach 150 youth and 100 parents throughout Adams County, including youth at-risk for using illegal drugs, dropping out of school and becoming involved with the juvenile justice system. The 6-week iTHRIVE program will use a best practice program to help teens understand the consequences of drug use, and guide them in developing resiliency and coping skills to redirect their energies. iTHRIVE will help parents improve their communication, support and intervention skills. iTHRIVE will ultimately lead to reduced substance use and school disciplinary problems, improved conflict management and engaged parents.

Cost per iTHRIVE program participant is \$253

### **Problem Statement**

Youth in this area need more options for receiving early intervention on drug use at a time when drug use is escalating in Colorado. At the high school level, drug-related school suspensions and expulsions in Colorado spiked after the legalization of medicinal and recreational marijuana, while alcohol-related suspensions remained steady. Drug violations were also the number one reason for school referrals to law enforcement (Colorado Department of Education, Colorado Department of Education, 10-Year Trend Data: State Suspension and Incident Rates and Reasons, 2014).

A study of marijuana use among youth found that use by Colorado youth increased 20% since legalization of recreational marijuana in the state. Nationally, during that same period, youth marijuana use declined by four percent (Rocky Mountain High Intensity Drug Trafficking Area [RMHIDT], The Legalization of Marijuana in Colorado: The Impact, January 2016). Not surprisingly, 89% of 100 school resource officers (SROs) identified that marijuana use on campus has increased since the change in the law (RMHIDT, 2016). The Substance Abuse and Mental Health Services Administration (SAMSHA) ranks youth marijuana use in Colorado as the highest in the nation (Hughes, Lipari and Williams, December 2015), up from 14th more than just over a decade ago.

When iTHRIVE began in 2011, teens participating in the 6-week iTHRIVE groups used mostly marijuana and alcohol. However, in the last two years, iTHRIVE has seen a substantial increase in teen use of LSD, prescription pills (especially benzodiazepines – Xanax), and cocaine, in addition to marijuana and alcohol. SAMHSA annually surveys American youth age 12 and older about whether they use opioid painkillers for non-medical reasons or consume marijuana, alcohol or cocaine. States are ranked based on what proportion of their population uses each substance. Colorado stands out as the only state which is a top consumer of all four substances. (National Survey on Drug Use and Health).

The uptick in marijuana and other drug use by teens holds true for Adams County. The six largest high schools in Adams County had 1,196 drug-related suspensions or expulsions over the past three years. This reflects a 10.7% increase in these incidents between 2013 and 2015. At Northglenn High School – located in the only city in Adams County that has licensed retail marijuana stores – there has been a 173% increase in drug-related suspensions or expulsions in the past two years.

There is growing evidence that accessibility of legal marijuana and other drugs has increased substantially. High school students report obtaining marijuana from friends who are of legal age, or from their parents. Thirty-eight percent of school resource officers identify that students are obtaining marijuana from friends who are legally purchasing it, and 23% of SROs say parents are supplying marijuana to their children (RMHIDT, 2016). Accessibility and use of prescription pain killers is also on the rise in Colorado. (National Survey on Drug Use and Health). There is an epidemic of opioid abuse throughout Colorado which is reaching our teens. Teens are starting with pain killers from surgeries they have undergone, from the family medicine cabinet or getting them from friends. Once prescriptions run out, heroin is a cheaper and more easily accessible drug.

Early use of substances also leads to reductions in cognitive functioning that persist for a lifetime (Meier, et al, 2013; Moffitt et al, 2013). Research has correlated student use of marijuana with academic failure, school dropout rates, and a long-term reduction in intellectual functioning (McCaffrey et al, Marijuana Use and High School Dropout: The Influence of Unobservables, 2010). High school dropouts are three and one-half times more likely than high-school graduates to be arrested (Bridgeland, Dilulo and Morison, 2006).

This grant request is a collaborative effort between 17th DA's office and Alternatives for Youth to implement iTHRIVE, which has proven results to address juvenile substance abuse. The MetGroup's evaluation of the first quarter of the 2016 JAG grant found that iTHRIVE led to a significant decrease in substance use by participating teens, reduced importance of drugs and alcohol, and improved conflict management skills. Parents participating in iTHRIVE increased their ability to manage conflict and showed improvement in their ability to communicate with and support their teens.

## **Project Plan**

iTHRIVE is an early intervention program for teens 12-17 years of age with a history of drug use. iTHRIVE also provides a parallel program for parents of these teens. JAG funds will allow iTHRIVE to add or expand services at the Westminster Public Schools, Adams 12 schools, Adams 14 schools, school district 27J, Mapleton city Schools and the Adams County Youth Services Center DYC facility. Seventeen iTHRIVE sessions will be delivered.

iTHRIVE will serve as an alternative to suspension model for students caught on school property or at a school event with drugs or alcohol. Youth will also be identified by probation departments, the juvenile assessment center, DA Diversion, Adams County-based municipal courts and the Adams County Youth Services Center.

### **TEEN SESSIONS**

iTHRIVE provides a psycho-educational/therapeutic program for teens 12-17 that strives to eliminate juvenile drug and/or alcohol use, focusing on building positive skills and helping teens eliminate negative behaviors. The program is held over six weeks, with two-hour evening sessions at local schools or at the iTHRIVE corporate office, which recently moved to Northglenn to better serve this community. An accelerated two week iTHRIVE program for teens will also be held at the Adams County juvenile detention facility.

Teen Treatment groups will currently be led by either Dr. Alexis Saccoman, iTHRIVE Program Director and licensed clinical psychologist or Kelsie McQuinn, MA, LPC with extensive work in the judicial setting. These groups will always be led by a person credentialed under the Mental Health Statute holding at least a CAC II.

During week 1, teens will identify their own goals, anxieties, and questions related to substance use, school, relationships, communication, and peer pressure. This information will form the basis for activities and discussion over the next five weeks. Sessions will focus on problem solving, coping with cravings and urges to use substances, substance refusal skills, and effective communication.

To build healthy habits and positive peer support, every week an expert, selected by the youth, will teach a new skill such as hip-hop, airbrush, meditation, video blogging, sculpturing or self-publishing. iTHRIVE will also provide field trips chosen by the teens, such as hiking, job shadowing and rock climbing.

### **PARENT SESSIONS**

The parents/guardians group meets at the same time and location as the 6-week teen class. Parents groups will be led by either Leon Bartholomay, a CAC III counselor with over 35 years of experience in the addictions field, or Nick Thompson, a Licensed Clinical Social Worker with over 15 years of experience with at-risk teens and their families. Parent facilitators shall possess the same credential as the teen facilitators, or have 3,000 hours of documented work experience with families dealing with substance use issues.

Classes will include a scientific discussion about the impact of substance use on a teen's neurochemistry, including psychosis and depression, and warning signs for substance use. Workshop topics will also focus on adolescent development, teen belief systems, setting boundaries, fighting fair, conflict resolution and improved communication. Love and Logic (Jim Fay) parenting tools will help parents develop fair consequence and reward systems.

### **FIDELITY**

The iTHRIVE Program Director will oversee staff, provide clinical supervision individually and at weekly staff meetings. The proposed iTHRIVE team is experienced in implementing the model in other settings over the past 5 years.

### **EVIDENCE**

iTHRIVE uses the Cannabis Youth Treatment (CYT)'s Family Support Network for Adolescent Cannabis Users intervention as the basis for both its parent and youth classes. The Center for Substance Abuse Treatment (CSAT) of the Substance Abuse and Mental Health Services Administration (SAMHSA) funded CYT to identify and field test promising adolescent treatments. A study of 600 adolescents randomly assigned to treatment and control groups found that CYT

interventions improved treatment outcomes, increased the percent of those continuing their recovery and abstinence from marijuana.

iTHRIVE also uses the evidenced-based positive youth development model (PYD). Evidence has found that PYD focus on protective factors can limit drug and alcohol use and connect youth to positive peer groups, and improve school success (National Research Council, Institute of Medicine, Community Programs to Promote Youth Development, 2002).

iTHRIVE counselors also use cognitive behavioral therapy (CBT), which has demonstrated effectiveness with substance abuse (Magill and Ray, 2009; Godly, 2013). CBT helps build interpersonal, coping skills, and drug refusal skills.

## OUTCOMES

Metgroup (Beseler and Maertens, 2016) found that iTHRIVE's previous programming led to a significant decrease in substance use by youth and increased understanding of harm caused by using drugs. Youth reported decreased importance of illegal substances, and showed significantly improved risk and protective factors related to substance use. Parents increased their ability to manage conflict, and reported improved ability to communicate with and support their teen.

## FUNDING

The Daniels Fund supported the iTHRIVE pilot in Adams, is funding a portion of the expansion and is committed to continued support. However, iTHRIVE could not currently expand as described without JAG support. AFY's long-term plan is to obtain funding from Adams County, municipalities, local foundations and state agencies. We will showcase evaluation results to show impact. AFY's Boulder County iTHRIVE program currently receives a similar blend of public/private funds.

COST PER PERSON - \$253

## Goals and Objectives

### GOAL 1

Goal: Decrease the use of substances for teens 12-17 years of age that are in the early stages of drug and/or alcohol use/abuse

#### Objective 1.1

Objective: Provide 6-week iTHRIVE intervention program to 150 youth

Outcome: 70% of the participating teens will increase their knowledge of the effects of substances on the teenage brain and body.

Measurement: 1. PollEverywhere

2. Pre-post test assessments of ATOD Consequences and Perceptions survey, internal survey

Timeframe: 1. End of each 6-week group, reported quarterly to JAG

2. Data compiled for each 6-week group and evaluated annually for a year-end report, submitted to JAG

#### Objective 1.2

Objective: Provide 6-week iTHRIVE intervention program to 150 youth

Outcome: 1. End of each 6-week group, reported quarterly to JAG

2. Data compiled for each 6-week group and evaluated annually for a year-end report, submitted to JAG

Measurement: 1. Criminal activity/recidivism via records checks

2. Self-report through pre-post assessment of ATOD Characteristics Questionnaire for teens

3. Either a school discipline reports, parent report, or drug screen (to be determined individually for each youth)

Timeframe: Criminal report and parent/school report will be collected and submitted quarterly. Data from the pre-post ATOD test will be collected and analyzed annually and reported to JAG at year end

### GOAL 2

Goal: Increase the knowledge of parents of participating teens regarding the effects of substances on the teenage brain and body as well as improve communication skills of participating parents.

#### Objective 2.1

Objective: Provide 6-week iTHRIVE intervention program to 100 parents

Outcome: 70% of participating parents/guardians learn new tools for improved family

Measurement: 1. PollEverywhere  
2. Self-assessments of increased skills  
3. Pre-post assessments of Interpersonal Competency Skills

Timeframe: 1. End of each 6-week group reported quarterly to JAG  
2. End of each 6-week group reported quarterly to JAG  
3. Data compiled for each 6-week group and evaluated annually for the year-end

#### **Objective 2.2**

Objective: Provide 6-week iTHRIVE intervention program to 100 parents

Outcome: 70% of the participating parents will increase their knowledge of the effects of substances on the teenage brain and body

Measurement: 1. PollEverywhere  
2. Internal survey  
3. Pre-post assessments of ATOD Consequences and Perceptions survey for parents

Timeframe: 1. End of each 6-week group reported quarterly to JAG  
2. End of each 6-week group reported to JAG quarterly  
3. Data compiled for each 6-week group and evaluated annually for the year-end report sent to JAG

## **Project Evaluation**

A private, third party, research firm, such as The MetGroup, LLC, which has been used the past grant year, shall be hired to provide outcomes and data to send to the DCJ evaluating the project based on the stated Goals and Objectives.

EXHIBIT E, BUDGET

Budget Summary Requested/Awarded			
	Grant Funds	Match Total	Project Total
Personnel	\$0	\$0	\$0
Supplies & Operating	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Consultants / Contracts	\$63,374	\$0	\$63,374
Indirect	\$0	\$0	\$0
Total	\$63,374	\$0	\$63,374

Personnel: Budget & Budget Narrative Details													
Position Title and Name	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Grant Funds	OT - Annual Base Salary	OT - Annual Base Salary To Be Paid By Grant Funds	OT - Annual Fringe	OT - Annual Fringe To Be Paid By Grant Funds	Total To Be Paid By Grant Funds (including overtime)
N/A	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Budget Narrative N/A and Justification:													
Total	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Non-Personnel: Budget & Budget Narrative Details			
Budget Item	Item	Amount To Be Paid By Grant Funds	Budget Narrative and Justification
SUPPLIES & OPERATING			
	N/A	\$0	
Supplies & Operating Total		\$0	
TRAVEL			
	N/A	\$0	
Travel Total		\$0	
EQUIPMENT			

	N/A	\$0
<b>Equipment Total</b>		<b>\$0</b>
<b>CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)</b>		
Life Recovery Centers	\$ 63,374	iTHRIVE Intervention Program
		Utilizing prevailing best practices in clinical care such as Cognitive Behavioral Therapy, Motivational Interviewing, Motivational Enhancement, Dialectical Behavioral Therapy or Moral Reconation Therapy, we also want to expand services to include individual and family therapy. We wish to serve at least 106 municipal diversion, district diversion or youth who are on suspension/expulsion contracts from schools using best practices of risk assessments and treatment. We will include substance using, anger, fighting, anxiety, family conflict, or educational problems. Counselors shall hold a valid Colorado license under the mental health section of the department of regulatory agencies and shall have a CAC II as well is substance use or drug issues are present/being treated. All counselors shall also have a trauma informed care background, to include 16 hours of training per year. Sessions will cost \$85 per session for an average of 8 sessions for each student.
		745 sessions would cost \$63,325.
<b>Consultants/Contracts Total</b>	<b>\$ 63,374</b>	
<b>INDIRECT</b>		
N/A	\$0	
<b>Indirect Total</b>	<b>\$0</b>	
<b>Total Non-Personnel</b>	<b>\$ 63,374</b>	

## **EXHIBIT F, FEDERAL REQUIREMENTS**

The following federal requirements are imposed by the Federal sponsoring agency concerning special requirements of law. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

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

- ☒ 2017 Federal Requirements
- ☐ 2015 & 2016 Federal Requirements
- ☐ 2014 Federal Requirements