

Grantee: District Attorney's Office, 17th Judicial District
Project: Adams & Broomfield Juvenile Diversion

DCJ Grant #: 2022-DV-22-30014-17

GRANT AWARD LETTER (Intergovernmental Grant Agreement)

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Public Safety, Division of Criminal Justice	DCJ Grant Number 2022-DV-22-30014-17
Grantee Adams County	Grantee DUNS 157187089
Grant Issuance Date (Start Date) The later of July 1, 2021 or the date the State Controller or an authorized delegate signs this Grant Letter	Grant Amount State Fiscal Year 2021-22: \$239,641 Total for all State Fiscal Years: \$239,641
Grant Expiration Date (End Date) June 30, 2022	
Grant Authority The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507. Authority to enter into this Grant exists in the Juvenile Diversion Program, as defined in the Colorado Revised Statute 19-2.5-402 (formerly 19-2-303).	Local Match Amount State Fiscal Year 2021-22: \$0.00 Total for all State Fiscal Years: \$0.00
Grant Description Juvenile diversion funding in the 17 th Judicial District	
Grant Purpose Per Colorado Statute, the goal of diversion is to prevent further involvement of juveniles in the formal justice system (19-2.5-102 (17) C.R.S.). Juvenile diversion programs should be individually designed alternatives to the formal court system for youth between the ages of 10-17 who have been taken into custody for misdemeanor or felony offenses. Diversion programs should concentrate on holding the youth accountable for their behavior while involving them in programs and activities to prevent future criminal and delinquent behavior. This award is a formula grant, and is not competitive.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> 1. Exhibit A1, Sample Option Letter 2. Exhibit A2, Sample Grant Funding Change Letter 3. Exhibit B, Grant Requirements 4. Exhibit C, Special Conditions 5. Exhibit D, Statement of Work 6. Exhibit E, Budget <p>In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. Exhibit C, Special Conditions 2. The provisions of the other sections of the main body of this Grant 3. Exhibit B, Grant Requirements 4. Exhibit D, Statement of Work 5. Exhibit E, Budget 	

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

STATE OF COLORADO

Jared Polis, Governor
Department of Public Safety
Stan Hilkey, Executive Director

DocuSigned by:

Debbie Oldenettel

14DB46E240044C2...

By: Division of Criminal Justice

☐ Joe Thome, Director, or

☒ Debbie Oldenettel, Deputy Director

Date: 06/25/2021 | 8:16:17 AM PDT

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

Lyndsay J. Clelland

363D680603F0406...

By: Lyndsay J. Clelland, Contract and Grant Coordinator, Division of Criminal Justice

Effective Date: 06/25/2021 | 11:12:43 AM PDT

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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 A1, Sample Option Letter** showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

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

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

C. Grantee's Termination

Grantee may request termination of this Grant by sending notice 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.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. "**Budget**" means the budget for the Work described in **Exhibit E, Budget**.
- B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.
- D. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- E. "**Equipment**" means tangible, nonexpendable property with an acquisition cost of \$5,000 or more and a useful life of more than one year. Software, regardless of cost, is not considered equipment.
- F. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- G. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- H. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

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- I. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- J. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant.
- K. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter.
- L. **“Forms”** are a type of document with various different blank spaces for answers or information to document or request information and attached as exhibits or provided to the Grantee throughout the term of this grant. Forms will be periodically updated, changed, modified, adjusted, transformed, amended, or altered at the discretion of the State and provided to the Grantee to best meet the needs of the information being collected and recorded.
- M. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- N. **“Grants Management System” or “GMS”** means any online electronic grant system used to solicit, apply, review, manage, and close out a grant. (Use of a GMS is established by the state agency or division managing the grant funds).
- O. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- P. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- Q. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- R. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- S. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- T. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.
- U. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any

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information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- V. **“Program”** means the **Grant Program** listed in the table FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD found on pages 1 or 2 of this grant.
- W. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- X. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- Y. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- Z. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- AA. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- BB. **“Subcontractor”** means third-parties, if any, engaged by Grantee or Subgrantee to aid in performance of the Work. This establishes a **procurement** relationship. The subcontractor provides goods or services for the benefit of the purchaser.
- CC. **“Subgrantee”** means third-parties, if any, engaged by Grantee or Subgrantee to aid in performance of the Work. This establishes a **grant** relationship. The beneficiary, not the purchaser, receives benefit from the work. A subgrantee receiving federal grant funds is also called a subrecipient. There may be multiple tiers of subgrantees/subrecipients and do not include procurement transactions.
- DD. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- EE. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

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

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

4. **STATEMENT OF WORK**

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

5. **PAYMENTS TO GRANTEE**

A. Maximum Amount

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

B. Reimbursement of Grantee Costs

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

C. Close-Out.

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

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D. Matching Funds.

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

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

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

B. Performance and Final Status

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

C. Violations Reporting

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

7. GRANTEE RECORDS

A. Maintenance and Inspection

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

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a

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subgrant, then the subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that. Grantee's failure to comply with and/or correct monitoring findings shall constitute a breach of this Grant Agreement.

C. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall

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

D. Incident Notice and Remediation

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

E. Safeguarding PII

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

9. CONFLICTS OF INTEREST

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

10. INSURANCE

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

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion.

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The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

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

13. NOTICES AND REPRESENTATIVES

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

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

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

15. GOVERNMENTAL IMMUNITY

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

16. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

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C. Entire Understanding

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

D. Modification

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

- i. For each fiscal year of the Grant, the State shall issue an **updated Exhibit D, Statement of Work and Exhibit E, Budget** by Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** each fiscal year (July 1 through June 30). Work shall not begin on a new fiscal year until such an Option Letter is effective. The provisions of the Option Letter shall become part of and be incorporated into this Grant.
- ii. The State may, at the State's discretion, issue an updated **Exhibit D, Statement of Work and Exhibit E, Budget** by Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** to reflect changes during the fiscal year. The provisions of the Option Letter shall become part of and be incorporated into this Grant.
- iii. Grantee may terminate the grant as described in §2.C. Grantee Termination if the Grantee cannot adhere to the **approved Exhibit D, Statement of Work and Exhibit E, Budget** as updated from time to time.
- iv. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to **Exhibit A1, Sample Option Letter or Exhibit A2, Sample Grant Funding Change Letter** to modify the grant agreement. If exercised, the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the grant agreement.
- v. 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**.

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

Grantee: District Attorney's Office, 17th Judicial District
Project: Adams & Broomfield Juvenile Diversion

DCJ Grant #: 2022-DV-22-30014-17

EXHIBIT A1, SAMPLE OPTION LETTER

State Agency Department of Public Safety, Division of Criminal Justice	Option Letter Number: Insert the Option Number (e.g. "1" for the first option)	
Grantee This should match original grant agreement unless there has been a legal name change.	Original Grant Number: Insert DCJ grant number	
Agreement Performance Beginning Date (Start Date) The later of the Effective Date or Month Day, Year	Current Agreement Expiration Date (End Date) Month Day, Year	
Current Grant Maximum Amount	Grantee Match Amount Required	
State Fiscal Year 20xx-xy \$0.00	State Fiscal Year 20xx-xy	\$0.00
State Fiscal Year 20xx-xy \$0.00	State Fiscal Year 20xx-xy	\$0.00
State Fiscal Year 20xx-xy \$0.00	State Fiscal Year 20xx-xy	\$0.00
State Fiscal Year 20xx-xy \$0.00	State Fiscal Year 20xx-xy	\$0.00
State Fiscal Year 20xx-xy \$0.00	State Fiscal Year 20xx-xy	\$0.00
Total for All State Fiscal Years \$0.00	Total Match Required from Grantee:	\$0.00
	Match Percentage Required:	0%

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

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

3. OPTION EFFECTIVE DATE:

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

<p align="center">STATE OF COLORADO Jared Polis, Governor Department of Public Safety, Division of Criminal Justice Stan Hilkey, Executive Director</p> <p>_____ By: Division of Criminal Justice <input type="checkbox"/> Joe Thome, Director, or <input type="checkbox"/> Debbie Oldenettel, Deputy Director</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 align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Lyndsay J. Clelland, Contract and Grants Coordinator, Department of Public Safety, Division of Criminal Justice</p> <p>Option Effective Date: _____</p>
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Grantee: District Attorney's Office, 17th Judicial District
Project: Adams & Broomfield Juvenile Diversion

DCJ Grant #: 2022-DV-22-30014-17

EXHIBIT A2, SAMPLE GRANT FUNDING CHANGE LETTER

State Agency Department of Public Safety, Division of Criminal Justice	Grant Funding Change Letter Number: Insert the Option Number (e.g. "1" for the first option)																					
Grantee Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original DCJ Grant Number: DCJ Grant Number																					
Agreement Performance Beginning Date (Start Date): The later of the Effective Date or Month Day, Year	Current Agreement Expiration Date (End Date) Month Day, Year																					
Current Grant Maximum Amount <table style="width: 100%; border: none;"> <tr><td style="width: 40%;">State Fiscal Year 20xx-xy</td><td style="width: 10%; text-align: right;">\$0.00</td></tr> <tr><td>State Fiscal Year 20xx-xy</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>State Fiscal Year 20xx-xy</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>State Fiscal Year 20xx-xy</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>State Fiscal Year 20xx-xy</td><td style="text-align: right;">\$0.00</td></tr> </table>	State Fiscal Year 20xx-xy	\$0.00	State Fiscal Year 20xx-xy	\$0.00	State Fiscal Year 20xx-xy	\$0.00	State Fiscal Year 20xx-xy	\$0.00	State Fiscal Year 20xx-xy	\$0.00	Grantee Match Amount Required <table style="width: 100%; border: none;"> <tr><td style="width: 40%;">State Fiscal Year 20xx-xy</td><td style="width: 10%; text-align: right;">\$0.00</td></tr> <tr><td>State Fiscal Year 20xx-xy</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>State Fiscal Year 20xx-xy</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>State Fiscal Year 20xx-xy</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>State Fiscal Year 20xx-xy</td><td style="text-align: right;">\$0.00</td></tr> </table>		State Fiscal Year 20xx-xy	\$0.00	State Fiscal Year 20xx-xy	\$0.00	State Fiscal Year 20xx-xy	\$0.00	State Fiscal Year 20xx-xy	\$0.00	State Fiscal Year 20xx-xy	\$0.00
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State Fiscal Year 20xx-xy	\$0.00																					
State Fiscal Year 20xx-xy	\$0.00																					
State Fiscal Year 20xx-xy	\$0.00																					
Total for All State Fiscal Years \$0.00	Total Match Required from Grantee: \$0.00																					
	Match Percentage Required:	0%																				

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:

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

2. TERMINOLOGY

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

3. NO ORDER FOR WORK

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

4. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:

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

STATE OF COLORADO Jared Polis, Governor Department of Public Safety, Division of Criminal Justice Stan Hilkey, Executive Director <hr style="width: 30%; margin: 10px auto;"/> By: Division of Criminal Justice <input type="checkbox"/> Joe Thome, Director, or <input type="checkbox"/> Debbie Oldenettel, Deputy Director Date: _____
In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. <div style="text-align: center;"> STATE CONTROLLER Robert Jaros, CPA, MBA, JD </div> By: _____ Lyndsay J. Clelland, Contract and Grants Coordinator, Department of Public Safety, Division of Criminal Justice Grant Funding Change Letter Effective Date: _____

Grantee: District Attorney's Office, 17th Judicial District
Project: Adams & Broomfield Juvenile Diversion

DCJ Grant #: 2022-DV-22-30014-17

EXHIBIT B, GRANT REQUIREMENTS

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

1. AUDIT REQUIREMENTS

A. Due Date:

i. Project Start:

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

ii. Project End:

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

B. Report/Audit Type:

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

C. Report/Audit Costs:

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

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

Grantee: District Attorney's Office, 17th Judicial District
Project: Adams & Broomfield Juvenile Diversion

DCJ Grant #: 2022-DV-22-30014-17

D. Failure to Comply:

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

2. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

- A.** The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.
- B.** All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.
- C.** The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at <http://dcj.state.co.us/home/grants>. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

3. PROCUREMENT AND CONTRACTS

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

4. AWARD CHANGE REQUESTS

- A.** Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Grant Award Letter for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in **§16.D** in the body of the Grant Award Letter.

Grantee: District Attorney's Office, 17th Judicial District
Project: Adams & Broomfield Juvenile Diversion

DCJ Grant #: 2022-DV-22-30014-17

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.

☒ 2021 State Juvenile Diversion Grant Program Special Conditions

Grantee: District Attorney's Office, 17th Judicial District
Project: Adams & Broomfield Juvenile Diversion

DCJ Grant #: 2022-DV-22-30014-17

EXHIBIT D, STATEMENT OF WORK

The 17th Judicial District Attorney's Office seeks to continue our long established program serving Adams and Broomfield counties. We began doing juvenile diversion 44 years ago and have a broad community supported program. We believe in a victim focus, youth centered program that elevates responsibility and individualizes every contract we sign. We also believe that through a justice lens sometimes youth need Diversion even if they have a criminal history or their family can't or won't participate or they are struggling in school.

We begin with a screening process (ARNA). If a youth is low risk on the ARNA, they will be assigned to a client manager and begin work as soon as possible with the goal of being done with Diversion in less than 120 days. If they screen as moderate or high risk then a full validated criminogenic assessment is done to determine what the juvenile's risks, needs and assets are. We also recommend specific and measurable levels of care, types of services and begin the process with restorative justice.

All youth are assigned a client manager who will supervise their case and educational goals, or a counselor who will additionally be providing in house psychotherapy. This assignment is based on a conversation with the client, the family and we are open to the process of finding a good fit. We also want youth to have a voice and take ownership in their program and life.

We believe that if we do not address educational needs then we are not serving the community or victims. So helping defendant youth with their schooling is paramount. This may mean tutoring, advocacy, intervention or other help.

Similarly we believe that if we do not address family conflict needs then we are not helping youth to be successful and we believe that ultimately does not lead to successful Diversion. We address all aspects of a youth's life and determine the best course of action.

Diversion is typically about 6 months. We take low, moderate and high-risk misdemeanor and felony cases. Typically this is usually the first or second District level charge for a young person but many have extensive municipal histories of offenses and needs.

Measurable Goals & Objectives that support this Statement of Work will be determined by the project director in coordination with the DCJ grant manager. The Goals & Objectives will be established either in the Grant Management System or other written form. Grantee shall comply with all Goals & Objectives as a measurable extension of this Statement of Work. Objectives will be established either in the Grant Management System or other written form. Grantee shall comply with all Goals & Objectives as a measurable extension of this Statement of Work.

Grantee: District Attorney's Office, 17th Judicial District
Project: Adams & Broomfield Juvenile Diversion

DCJ Grant #: 2022-DV-22-30014-17

EXHIBIT E, BUDGET

BUDGET SUMMARY

Personnel	\$206,641
Supplies and Operating	\$9,000
Travel	\$0
Equipment	\$0
Consultants / Contracts	\$24,000
Indirect	\$0
Total	\$239,641

PERSONNEL

Position Title and Name	Annual Base Salary	Annual Base Salary to be Paid by Diversion Funds	% Salary To Be Paid By Diversion Funds	Annual Base Fringe	Annual Fringe to be Paid by Diversion Funds	% Fringe To be Paid by Diversion Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Diversion Funds
Counselor (AG)	\$ 55,485.00	\$ 55,485.00	100.00%	\$ 12,376.00	\$ 12,376.00	100.00%	\$ 67,861.00	\$ 67,861.00
Budget Narrative & Justification	<p>Same position as last year's allocation and same person in position. Masters level position, license eligible. Provides psychotherapy and client management to juvenile clients.</p> <p>The salary is determined by the CDAC annual survey analysis and county market analysis. This position is kept comparable to other county positions. The fringe is determined by adding monthly the workers comp, FICA, Medicare, Dental, Medical, Vision. There is no disability, Life, or retirement for this position. It is not the same amount monthly so is an estimate and monthly average because of the state fiscal year not being the same as the county year, as well as increases. The approximate fringe costs per month are subject to elections, staffing changes, BOCC changes, and open enrollment/life changes:</p> <p>Work Comp: \$34.80 FICA: \$287.67 Medicare: \$67.28 Dental: \$22.05 Medical: \$603.67 Vision: \$1.55</p>							
RJ Facilitator (MG)	\$ 54,227.00	\$ 54,227.00	100.00%	\$ 12,738.00	\$ 12,738.00	100.00%	\$ 66,965.00	\$ 66,965.00
Budget Narrative & Justification	<p>Same position as last year's allocation and same person in position. Masters level position, license eligible. Provides psychotherapy and client management to juvenile clients, in addition to the facilitation of RJ circles for all juvenile cases.</p> <p>The salary is determined by the CDAC annual survey analysis and county market analysis. This position is kept comparable to other county positions. The fringe is determined by adding monthly the workers comp, FICA, Medicare, Dental, Medical, Vision. There is no disability, Life, or retirement for this position. It is not the same amount monthly so is an estimate and monthly average because of the state fiscal year not being the same as the county year, as well as increases. The approximate fringe costs per month are subject to elections, staffing changes, BOCC changes, and open enrollment/life changes:</p> <p>Work Comp: \$33.72 FICA: \$283.18 Medicare: \$66.23 Dental: \$10.76 Medical: \$525.71 Vision: \$1.55</p>							
Intake Counselor (IG)	\$ 59,224.00	\$ 59,224.00	100.00%	\$ 12,591.00	\$ 12,591.00	100.00%	\$ 71,815.00	\$ 71,815.00
Budget Narrative & Justification	<p>Same position as last year's allocation and same person in the position. Masters level position, license eligible. Will conduct the ARNA screen to all juveniles in the 17th JD, and occasional psychotherapy or groups to juveniles.</p> <p>The salary is determined by the CDAC annual survey analysis and county market analysis. This position is kept comparable to other county positions. The fringe is determined by adding monthly the workers comp, FICA, Medicare, Dental, Medical, Vision. There is no disability, Life, or retirement for this position. It is not the same amount monthly so is an estimate and monthly average because of the state fiscal year not being the same as the county year, as well as increases. The approximate fringe costs per month are subject to elections, staffing changes, BOCC changes, and open enrollment/life changes:</p> <p>Work Comp: \$37.25 FICA: \$307.92 Medicare: \$76.87 Dental: \$10.76 Medical: \$525.71 Vision: \$1.55</p>							
TOTAL	\$ 168,936.00	\$ 168,936.00	100.00%	\$ 37,705.00	\$ 37,705.00	100.00%	\$206,641.00	\$206,641.00

Grantee: District Attorney's Office, 17th Judicial District
 Project: Adams & Broomfield Juvenile Diversion

DCJ Grant #: 2022-DV-22-30014-17

NON-PERSONNEL		
Budget Item	Amount To Be Paid By Diversion Funds	Budget Narrative and Justification
SUPPLIES & OPERATING		
Community Mtg Space	\$ 9,000	In order to provide safe, comfortable, distraction free space for tutoring, mentoring, groups, and sessions, in their community, we shall secure 2.5 hours per week of space at a local coffee house or community space. This will support educational, clinical and vocational change in the lives of young people. We will target kids east of I-25 in Brighton and Commerce City and the far eastern rural part of Adams County. This will help with travel considerations as well as overcome barriers to tutoring, mentoring and potentially in house counseling. Approx 5 hours per week and \$750 per month (bid MOU).
Supplies & Operating Total	\$ 9,000	
TRAVEL		
Travel Total	\$ 0	
EQUIPMENT		
Equipment Total	\$ 0	
CONSULTANTS/CONTRACTS		
Clinical Telehealth Tx.	\$ 24,000	Licensed Therapist for Telehealth Services for Diversion youth while in Diversion, and/or for aftercare sessions. 200 sessions @ \$120 per session. Provider and MOU TBD in June/July.
Consultants/Contracts Total	\$ 24,000	
INDIRECT		
Indirect Total	\$ 0	
TOTAL	\$ 33,000	