

ADAMS COUNTY, COLORADO
AMENDMENT ONE 2017.635 FOR
COMMUNITY CORRECTIONS PROGRAM SERVICES

THIS AMENDMENT ONE TO SERVICE AGREEMENT 2017.635 is entered into this 19 day of September, 2017, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Time to Change, Inc., located at, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on July 1, 2017, the County entered into a Service Agreement with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term for one additional year based on the allocation letter for Fiscal Year 2017/2018 provided from the Department of Public Safety, Division of Criminal Justice (State of Colorado).

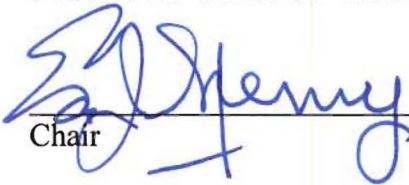
NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The Service Agreement is hereby amended to renew/extend the term of the Agreement for one additional year.
2. The fee schedule shall follow the attached Allocation Letter for Fiscal Year 2017/2018.
3. The Service Agreement and this Amendment One contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment One, the terms, conditions, and provisions of this Amendment One shall control.
4. The Recitals contained in this Amendment One are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This Amendment One may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
6. Nothing expressed or implied in this Amendment One is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Amendment One or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment One by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

7. If any provision of this Amendment One is determined to be unenforceable or invalid for any reason, the remainder of the Amendment One shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
8. Each party represents and warrants that it has the power and ability to enter into this Amendment One, to grant the rights granted herein, and to perform the duties and obligations herein described.

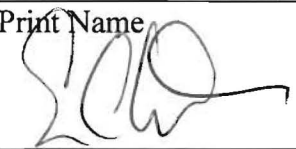
IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

ADAMS COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS


Chair


9/19/17
Date

TIME TO CHANGE, INC.

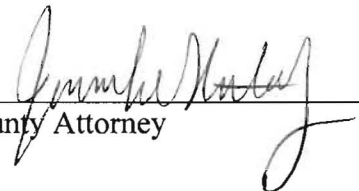
Evan Crist
Print Name

Signature

President
Print Title
9/5/17
Date

ATTEST: STAN MARTIN
CLERK AND RECORDER


Deputy Clerk

APPROVED AS TQ FORM:


County Attorney

**NOTICE OF RENEWAL
SUBCONTRACT DCJ COMMUNITY CORRECTIONS SERVICES**

State Fiscal Year: 2017-2018

Time to Change, Inc.
1450 E. 62nd Avenue
Denver, CO 80216

In accordance with Section III of the Subcontract between the Board of Adams County Commissioners, and Time to Change, Inc. for state fiscal year 2016 -2017, the County and the Subcontractor mutually desire to exercise the option to renew the Subcontract. The renewed contract term shall be from July 1, 2017 through June 30, 2018.

Both parties mutually agree that all other provisions, covenants, and conditions of the Subcontract shall remain in full force and effect during the renewal, unless otherwise modified or amended by the parties in writing.

The total amount allocated to the 17th Judicial District for the provision of community corrections services by **all** approved providers for fiscal year 2017- 2018 is \$5,895,429.26.

The Subcontractor will be reimbursed at the following rate but only to the extent that funding is provided by the State:

\$ 2,539,246.60 for residential transition and residential condition of parole placements at a daily rate of \$42.68 per offender,

\$ 2,570,403.00 for residential diversion direct sentence and diversion condition of probation placements at a daily rate of \$42.68 per offender,

\$ 136,218.00 for diversion non-residential placements at not more than \$289.85 per month per offender, not to exceed an average of \$6.22 per day per offender,

The Subcontractor will be reimbursed for submitted treatment vouchers that meet the Division of Criminal Justice's Spending plan, which is attached hereto as exhibit C. The total amount allocated to the 17th Judicial District for the reimbursement of treatment services for **all** approved providers for fiscal year 2017- 2018 is \$290,000.00.

The Subcontractor will be awarded facility payments up to \$359,561.66 to be distributed in accordance with the Statewide Facility Payments Policy for fiscal year 2017-2018.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Eva J. Henry, Chair

Date


ATTEST:
STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

Adams County Attorney's Office

Deputy Clerk

Time to Change, Inc.
SUBCONTRACTOR



Name: Evan Crist
Title: President

9/5/17

Date

ALLOCATION LETTER

CT # 612

Date: 7/1/2017	Original Contract CMS #: 68074	Allocation Letter # 4	CMS Routing # 102132
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TO: Board of Adams County c/o Community Corrections Board

In accordance with Section 7.A of the Original Contract between the State of Colorado, Division of Criminal Justice, Community Corrections, and Board of Adams County c/o Community Corrections Board July 1, 2017 and ending on June 30, 2018, the undersigned commits the following funds to the Grant:

1. Payment for the period July 1, 2017 through June 30, 2018, will be made as earned, in whole or in part, from available State funds encumbered in an amount not to exceed \$6,141,003.12 to be allocated as follows :

<u>\$2,570,403.00</u>	for Residential Diversion services for community corrections offenders, payable at a daily community rate of \$42.68 per offender; and, (165 beds)
<u>\$2,414,621.00</u>	for Residential Transition services for community corrections offenders, payable at a daily community corrections rate of \$42.68 per offender; and, (155 beds)
<u>\$ 124,625.60</u>	for Residential Parole services for community corrections offenders, payable at a daily community corrections rate of \$42.68 per offender; and, (8 beds)
<u>\$ 136,218.00</u>	for Non-Residential Diversion services for offenders not to exceed an average of \$6.22 per day per offender; and, (60 slots)
<u>\$ 290,000.00</u>	for Treatment Support and,
<u>\$ 359,561.66</u>	for Facility Payments to be disbursed as outlined in Statewide Facility Payments Policy for FY18 and,
<u>\$ 245,573.86</u>	for Community Corrections Board Administration by the Contractor.

2. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
3. Funds allocated in this Allocation Letter are for services rendered during the current contract period and cannot be used to pay for community corrections services provided in prior or future fiscal years.

4. Any unexpended funds allocated or advanced to the Contractor by the Allocation Letter shall be reverted to the State no later than August 31, 2018.

This Allocation Letter does not constitute an order for services under this Grant. The effective date of hereof is upon approval of the State Controller or July 1, 2017, whichever is later.

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Colorado Department of Public Safety
Stan Hilkey Executive Director

Joe Thome

By: Joe Thome, Director

Date: 6/7/17

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: *Dwight Barnes, Delegate*

Colorado Department of Public Safety

Date: 6/26/17