FEE-FOR-SERVICE CONTRACT AMENDMENT

Amendment #	Original Contract CMS (CLIN) #	Amendment CMS #
10	06-00007	

1) PARTIES

This Amendment to the above-referenced Original Contract ("Contract") is entered into by and between the Board of Trustees for the Colorado School of Mines ("Institution"), and the STATE OF COLORADO ("State") acting by and through the Department of Higher Education ("Department").

2) EFFECTIVE DATE

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date").

3) FACTUAL RECITALS

a. The parties entered into the Contract dated July 1, 2005 (CLIN #06-00007), the first Amendment (CLIN# 06-00018), the Second Amendment (CLIN #07-00010), the Third Amendment (CLIN #08-00006), the Fourth Amendment (CLIN #09-00003), the Fifth Amendment (CLIN #09-00019), the Sixth Amendment (CMS #3594), the Seventh Amendment (CMS #18195), the Eighth Amendment (CMS #22742), and the Ninth Amendment (CMS #45134) for the purchase of higher educational services.

b. Additional funds have been budgeted, appropriated and otherwise made available for the purchase of additional higher education services for the residents of the state of Colorado for FY 2011-12.

c. Additional funds have been budgeted, appropriated and otherwise made available for the purchase of additional higher education services for the residents of the state of Colorado for FY 2012-13.

4) CONSIDERATION-CONTINGENCY

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The funding of this Contract is contingent upon the Department's funding from the Joint Budget Committee of the Colorado General Assembly (JBC). The JBC reserves the right to adjust the funding amount of the Contract in accordance with changes in student enrollment at the Institution.

5) LIMITS OF EFFECT

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

6) MODIFICATIONS

a. FY2011-12 closeout

The JBC has adjusted the FY 2011-12 amount by sixty four thousand, nine hundred forty five dollars less ($64,945) for a total contract amount of eighty seven million, three hundred ninety two thousand, nine hundred forty six dollars ($87,392,946) through the end of FY 2011-12

for the purchase of the higher education services set forth in **Exhibit A-10, attached hereto and incorporated by reference,** under Fund Number **100**, Appropriation Account **FFS**.

b. FY2012-13 allocation

The Department will transfer an additional ten million, eight hundred sixty-two thousand, one hundred eighty-two dollars ($10,862,182), for a total contract amount of ninety eight million, two hundred fifty five thousand, one hundred twenty eight dollars ($98,255,128) through the end of FY 2012-13 for the purchase of the higher education services set forth in **Exhibit A-10**, attached hereto and incorporated by reference, under Fund Number **100**, Appropriation Account **FFS**. Upon the commencement of the Tenth Addendum, the Department will transfer this amount in monthly payments (1/12 of total) within the first week of each month of the term of the contract.

c. Intercept Program

In accordance with SB08-245, if the Institution participates in the Intercept program the Institution is required to notify the Department of the Treasury (hereinafter referred to as the "Treasury") when the Institution is unable to make a required bond payment. The Treasury will make the required payment on behalf of the Institution and the Treasury is authorized to intercept the System's Fee-For-Service payment to recoup expended funds. Any payments made under the Contract (even if intercepted by a third party) are considered to be payments made to the Institution for services provided under the terms of the Contract.

7) START DATE

This Amendment shall take effect on the later of its Effective Date or July 1, 2012.

8) ORDER OF PRECEDENCE

In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control.

9) AVAILABLE FUNDS

FINANCIAL OBLIGATIONS OF THE STATE PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Colorado School of Mines	STATE OF COLORADO John Hickenlooper. GOVERNOR Department of Higher Education
By: _____ By: M.W. Scoggins Title: President	By: _____ By: Lt. Gov. Joseph A. Garcia, Executive Director
By: _____ By: James Spaanstra Title: Chair, Board of Trustees	

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
David J. McDermott, CPA

By: _____

Date: 10/12/12

EXHIBIT A-10
STATEMENT OF WORK
Colorado School of Mines

The General Assembly has found that some services which are offered by institutions of higher education go beyond the scope of undergraduate services and are not part of the College Opportunity Fund stipend program. Instead, the General Assembly has determined that it is in the best interests of the state of Colorado for the Department to purchase these selected educational services for the benefit of students. In accordance with 23-1-109.7 Colorado Revised Statutes (C.R.S.) these services may include, but need not be limited to:

(a) Educational services in rural areas or communities in which the cost of delivering the educational services is not sustained by the amount received in student tuition;
(b) to (d) repealed;
(e) Educational services required of the commission to meet its obligations under reciprocal agreements pursuant to section 23-1-112 C.R.S.;
(f) Graduate school services;
(g) Educational services that may increase economic development opportunities in the state, including courses to assist students in career development and retraining; and
(h) Specialized educational services and professional degrees, including but not limited to the areas of dentistry, medicine, veterinary medicine, nursing, law, forestry, and engineering.

Graduate and Other Educational Services

In order to purchase graduate educational services the Department/Institution has developed a cost model that identifies expenses incurred by this Institution in educating graduate students. Based upon this cost information, the department shall purchase services on a per credit hour basis. The per credit hour basis is a common method of determining costs and is easily identifiable and auditable under this contract.

Such services are purchased in order to provide advanced degrees in various fields of study. Each degree is designed to provide a specific field of knowledge to students that benefit the educational mission of the student and the state. A highly educated workforce attracts businesses and people to the state and helps create a diverse and robust economy. Further, these services allow citizens the opportunity to improve their educational knowledge and career opportunities by learning new skills. The Department finds that people who are highly trained and specialized in a field of study are more easily employed and desirable in the workplace, The Department therefore finds that the purchase of these services benefits all citizens and ensures the economic vitality of the state.

The Institution shall provide graduate and other educational services to the Department consistent with its statutory role and mission. Graduate services shall be purchased by the Department on a credit hour cost basis as identified in the cost model completed by the Department/Institution as set forth in **Exhibit C-10**.

Specialized Educational Services and Professional Degrees

The Department shall purchase specialized educational services for the area of engineering services and related undergraduate programs in the math and sciences. Such programs have a higher cost than many undergraduate programs because of smaller class sizes, more intensive instruction requirements, and additional costs associated with education labs where supplies are expensive and constantly required.

Purchase of Graduate and Specialized Educational Services – July 1, 2012 through June 30, 2013:

During the period of this agreement, the Department will purchase from the Institution the following units of graduate and other specialized educational services:

a. The Department shall purchase 2,668 credit hours for Graduate services. The rate at which such credit hours shall be purchased will be nine hundred eighty-one dollars ($981) per credit hour in accordance with costs identified in **Exhibit C-10** for a total of two million, six hundred seventeen thousand, three hundred eight dollars ($2,617,308).

b. The Department shall purchase **12,803** credit hours of specialized educational services for high cost engineering, math, and sciences programs at the graduate and undergraduate levels. The rate at which such credit hours shall be purchased will be six hundred forty-four dollars ($644) per credit hour in accordance with costs identified in **Exhibit C-10** for a total of eight million, two hundred forty-five thousand, one hundred thirty-two dollars ($8,245,132). The COF stipend amount of $62 per credit hour is not included in this amount reimbursed through the FFS contract.

In order to ensure that such services are provided in a reasonable and fiscally responsible manner, the Institution shall report annually, through the Student Unit Reporting Data System (SURDS), and the Final Student Enrollment Report, or by other means notices and established by the Department, the number of student FTE served and credit hours provided. If such reporting shows an amount of credit hours lower than is purchased herein, the Department shall adjust the payments under this contract accordingly. Further, the Department may audit such services periodically to ensure contract and statutory compliance including, but not necessarily limited to ensuring that the number of credit hours purchased has been provided.

Nothing in this section shall prevent the Institution from enrolling students above and beyond the units contracted for under Other Educational Services.

EXHIBIT C-10

Fiscal Year 2013 FFS		
Actual FY2011 NACUBO Cost of Education = $21,199		
NACUBO COST / 30 Credit Hours = $706	UG (less $62 stipend)	full cost
Total Less Stipend	$644	$981
Credit Hours Used For Budgeting	79,200	16,496
Total State Support required for NACUBO cost	$51,004,800	$16,189,522
Total State Support Available	$8,245,093	$2,617,089
Post Secondary Enrollment Options	$0	
TOTAL STATE SUPPORT	$10,862,182	
Credit Hours Purchased		
Graduate Services		$2,617,308
Funded Rate		$981.00
Credit hours purchased		2,668
Specialized Engineering	$8,245,132	
Funded rate	$644.00	
Credit hours purchased	12,803	
Post Secondary Enrollment Options	$0	
Funded rate (funded through COF stipends)	$62	
Credit hours purchased	-	

EXHIBIT C-10

Fiscal Year 2012 FFS - Amended		
Actual FY2010 NACUBO Cost of Education = $20,631		
NACUBO COST / 30 Credit Hours = $688	UG (less $62 stipend)	full cost
Total Less Stipend	$626	$955
Credit Hours Used For Budgeting	81,718	16,137
Total State Support required for NACUBO cost	$51,155,155	$15,412,879
Total State Support Available	$8,597,391	$2,590,366
Post Secondary Enrollment Options	$0	
TOTAL STATE SUPPORT	$11,187,757	
Credit Hours Purchased		
Graduate Services		$2,589,960
Funded Rate		$955.00
Credit hours purchased		2,712
Specialized Engineering	$8,597,484	
Funded rate	$626.00	
Credit hours purchased	13,734	
Post Secondary Enrollment Options	$0	
Funded rate (funded through COF stipends)	$62	
Credit hours purchased	-	