

FEE-FOR-SERVICE CONTRACT AMENDMENT

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| Amendment # 10 | Original Contract CMS (CLIN) # 06-00017 | Amendment CMS # 45138 |
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1) PARTIES

This Amendment to the above-referenced Original Contract ("Contract") is entered into by and between the Governing Board for the Metropolitan State College of Denver ("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 #06-00017), the First Amendment (CLIN #07-00007), the Second Amendment (CLIN #08-00005), the Third Amendment (CLIN #09-00005), the Fourth Amendment (CMS #3555), the Fifth Amendment (CMS #4115), the Sixth Amendment (CMS #17794), the Seventh Amendment (CMS #24863), the Eighth Amendment (CMS #33707), and the Ninth Amendment (CMS #33974) 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.

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. FY 2011-12 adjustment

The Department will transfer an additional two million, two hundred sixty-one thousand, seven hundred sixty dollars (\$2,261,760) for a total contract amount of thirty-eight million, eight hundred seventy-four thousand, four hundred seventy dollars (\$38,874,470) 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**. Upon the commencement of the Tenth Amendment, 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.

b. 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, 2011.

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
Metropolitan State College of Denver

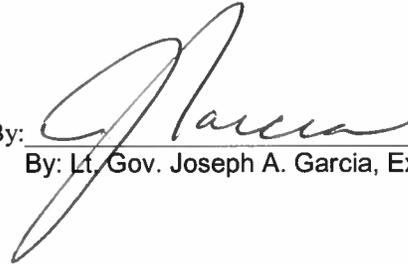


By: _____
By: Stephen M. Jordan, Ph.D.
Title: President



By: _____
By: Robert Cohen
Title: Chair, Board of Trustees

STATE OF COLORADO
John Hickenlooper. GOVERNOR
Department of Higher Education



By: _____
By: Lt. Gov. Joseph A. Garcia, Executive Director

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. 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: 10/11/12

EXHIBIT A-10
STATEMENT OF WORK
Metropolitan State College of Denver

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.

Specialized Educational Services and Professional Degrees

The Department has found that certain educational services offered in the Denver metropolitan area are not sustainable from tuition and fee revenue alone. Because such services are needed, the Department shall purchase them as specialized educational services. Services shall include, but are not limited to: technology and laboratory support in Engineering Technology; equipment and laboratory support for Aviation and Aerospace Science; support for clinical education experiences and the development of practice scenarios used for simulation in the Nursing program; and equipment and laboratory support for programs in computing, biological & life, and physical sciences. The Institution shall provide educational support and specialized services to the Department consistent with its statutory role and mission. The Department, on a credit hour cost basis, shall purchase educational support and specialized services as set forth in Exhibit C-10.

Other educational services shall be purchased in accordance with Title 23, Article 1, Section 109.7, Colorado Revised Statutes. Specifically, the following services shall be purchased:

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

The Department shall purchase 11,087 weighted credit hours at two hundred and four dollars (\$204) per credit hour for courses in Aerospace Science, Nursing, Engineering Technologies, Computer & Information Sciences, Biological & Life Sciences, and Physical Sciences for a total of two million, two hundred sixty one thousand, and seven hundred sixty dollars (\$ 2,261,760).

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 noticed and established by the Department, the number of student FTE served and credit hours provided by each category listed in this exhibit. 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.