


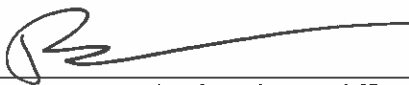
CONTRACT AMENDMENT #6

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Office of Early Childhood 1575 Sherman Street, 1 st Floor Denver, CO 80203	Original Contract Number 17 IHIA 89196
Contractor Envision Creative Support for People with Developmental Disabilities PO BOX 200069 Evans, CO 80620	Amendment Contract Number 19 IHIA 112923
Current Contract Maximum Amount Initial Term State Fiscal Year 2017 \$1,554,259 Extension Terms State Fiscal Year 2018 \$2,065,612 State Fiscal Year 2019 \$664,891* *An appropriation for Early Intervention Direct Services General Accounting Encumbrance (GAE) is hereby added to this contract. The maximum amount payable for GAE is subject to appropriated funds, not to exceed \$15,000,000, which is split among other Early Intervention (EI) vendors. See Exhibit I, Section 11. Early Intervention Direct Services General Accounting Encumbrance (GAE). Total for All State Fiscal Years \$4,284,762*	Contract Performance Beginning Date July 1, 2016 Current Contract Expiration Date June 30, 2019

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Envision Creative Support for People with Developmental Disabilities  By: Celeste Ewert, Executive Director Date: <u>10/23/18</u>	STATE OF COLORADO John W. Hickenlooper, Governor Reggie Bicha Executive Director  By: Mary Anne Snyder, Director, Office of Early Childhood Date: <u>11-2-19</u>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
 Robert Jaros, CPA, MBA, JD

By: 
 Clint Woodruff / Travis Yoder / Andrea Eurich

Amendment Effective Date: December 5, 2019

1. PARTIES

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in §3.B of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or October 1, 2018, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

Provide early intervention services to eligible infants, toddlers, and their families, which are provided in accordance with Section 27-10.5-701, C.R.S. and Rules and Regulations 12 CCR 2509-10, Sections 7.900-7.994, as currently exist or may hereafter be promulgated or amended, and federal regulations, 34 C.F.R., Part 303, Early Intervention Program for Infants and Toddlers with Disabilities. This Amendment decreases the Contract amount for Fiscal Year 19 (FY19); adds a General Accounting Encumbrance for Direct Services; and amends Exhibits F, H, and I.

5. MODIFICATIONS

The Contract and all prior amendments thereto (Original Contract 17 IHIA 89196; Amendment #1 CMS 17 IHIA 96843; Amendment #2 CMS 17 IHIA 98489; Amendment #3 CMS 17 IHIA 99054; Amendment #4 CMS 18 IHIA 100807; Amendment #5 CMS 18 IHIA 104372; Option Letter #1 CMS 18 IHIA 107616; Option Letter #2 CMS 18 IHIA 108316; Option Letter #3 CMS 18 IHIA 109879; and Option Letter #4 CMS 19 IHIA 111003) are modified as follows:

A. Decrease Contract Maximum Amount for Fiscal Year 19 by \$1,400,721 from \$2,065,612 to \$664,891* and the Total for All State Fiscal Years from \$5,685,483 to \$4,284,762*

- i. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- ii. An appropriation for Direct Services (DS) General Accounting Encumbrance (GAE) is hereby added to this contract. The maximum amount payable for DS GAE is

subject to appropriated funds, not to exceed \$15,000,000, which is split among other Early Intervention (EI) vendors. See Exhibit I, Section 11. Direct Services General Accounting Encumbrance (GAE).

B. Exhibit F – Budget

Exhibit F – Amendment #6, which is attached and incorporated into this Amendment, shall be added to Exhibit F of the Original Contract.

C. Exhibit H – Supplemental Provisions for Federal Awards

Exhibit H – Amendment #6, which is attached and incorporated into this Amendment, shall replace Exhibit H – Option Letter #4.

D. Exhibit I – Additional Provisions

Exhibit I – Amendment #6, which is attached and incorporated into this Amendment, shall place Exhibit I of the Original Contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.



**Colorado Department of Human Services
Office of Early Childhood
BUDGET WITH JUSTIFICATION FORM**

Contractor Name	Envision, Creative Support for People with Developmental Disabilities
Budget Period	July 1, 2018 - June 30, 2019
Project Name	Early intervention Colorado
Counties Served	Weld

Program Contact Name, Phone Email	Jenny Acevedo, Children's Case Management Director 970-313-2655 jacevedo@envisionco.org
Fiscal Contact Name, Phone Email	Marty Kennedy, Finance and Administration Director 970-313-2608 mkennedy@envisionco.org
Funded Caseload	510

*See Early Intervention General Accounting Encumbrance (GAE) for Direct Services which is split among other Early Intervention Community Centered Boards pursuant to Exhibit I, Section 11.

Expenditure Categories										
Personnel Services - Salaried Employees					FY 2018-2019					
Position Title	Description of Work Fringe Benefits Includes: Taxes, W/C, Unempl, Life & Health Insurance.	Gross or Annual Salary	Fringe	Percent of Time on Project	TCM	EIST	Public Insurance	Other Funding Source	CDHS Funding (EI)	Total of All Funding Sources
Administration										
Children's CM Director (Salaried)	Oversees administration of EI, CES, and FSP programs in Weld county, overall supervision and quality of case management, assist in developing department budget.	\$49,065	\$11,918	75%	\$0	\$0	\$0	\$0	\$45,737	\$45,737
EI Technician (Hourly \$15.66)	Verifies and matches billing and notes submitted by contracted providers, enter/process IFSP for TCM kids, sends paperwork to families.	\$29,316	\$7,121	100%	\$0	\$0	\$0	\$0	\$36,437	\$36,437
EI Administrative Assistant (Hourly \$11.55)	Receives all EI referrals, creates case in Salesforce and Therap, begins internal tracking system for referral, takes team minutes, processes terminations and discharges, data entry for non TCM IFSP and mailings to families.	\$21,622	\$5,252	100%	\$0	\$0	\$0	\$0	\$26,874	\$26,874
EI Billing Technician (Hourly \$14.49)	Verifies and matches billing and notes submitted by contracted providers, tracks Trust, sends insurance authorization to private insurance companies, and enters all EI billing into Salesforce	\$22,838	\$5,547	100%	\$0	\$0	\$0	\$0	\$28,385	\$28,385

FY 2018-2019									
Personnel Services - Salaried Employees					Percent of Time on Project				
Position Title	Description of Work Fringe Benefits Includes: Taxes, W/C, Unempl, Life & Health Insurance.	Gross or Annual Salary	Fringe	TCM	EST	Public Insurance	Other Funding Source	CDHS Funding (EI)	Total of All Funding Sources
Administration									
Children's CM Technician (Hourly \$14.49)	Receives inquires and referrals for CES and FSSP, manages internal tracking system, creates cases in state data system, mailings to families, sends RFP, assist FSSP CM in IDD paperwork, assists in processing EI billing from independent contractors, sends AU notifications to school districts and assists with data entry/reporting of indicators.	\$27,125	\$6,589	\$0	\$0	\$0	\$0	\$10,114	\$10,114
Master File Room Clerk (Hourly \$12.20)	Manages Envision's master paper files for all of individuals who receive any type of case management and services from Envision.	\$22,838	\$5,547	\$0	\$0	\$0	\$0	\$4,258	\$4,258
Contracts Technician - Part-time (Hourly \$14.49)	.5 Envision FTE. Prepare independent contractor contracts; insure all licensing, insurance, and all other required documentation is current; perform FBI background checks for EI IC's. Communicate with providers related to contracts.	\$15,070	\$3,661	\$0	\$0	\$0	\$0	\$16,858	\$16,858
Accounting Specialist (Hourly \$19.30)	Supports Envision's finance function by preparing monthly general ledger journal entries; reconciling bank accounts; analyzing and reconciling general ledger accounts; and preparing monthly draft financial statements for review.	\$36,130	\$8,776	\$0	\$0	\$0	\$0	\$11,227	\$11,227
Service Coordination									
EI Case Management Coordinator (2) (Salaried)	Supervise a team of Service Coordinators, manage a small case load, monitor quality and quantity of IFSPs, assist in provider liaison, team meetings, overall	\$72,596	\$17,634	\$90,230	\$0	\$0	\$0	\$0	\$90,230
EI Case Manager - Trainer (1) (Hourly \$19.30)	Manage lower caseload, develop and deliver training materials and trainings, liaison for Child Find	\$34,389	\$8,353	\$42,742	\$0	\$0	\$0	\$0	\$42,742
EI Case Manager - Provider Liaison (1) (Hourly \$17.14)	Manage lower caseload, administer Provider Orientations, assist with provider communication and coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP	\$32,086	\$7,794	\$39,880	\$0	\$0	\$0	\$0	\$39,880
EI Case Manager (2) (Hourly \$16.64)	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP	\$62,300	\$15,133	\$920	\$0	\$0	\$0	\$76,513	\$77,433
EI Case Manager (7) (Hourly \$16.31)	Coordinate services for children birth through 2 with a developmental delay or disability, monitor quality and delivery of IFSP	\$213,726	\$51,914	\$0	\$0	\$0	\$28,076	\$237,564	\$265,640
Direct Services									
No costs shall be reimbursed by CDHS for this category.		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Personnel Services (including fringe benefits)				\$173,772	\$0	\$0	\$28,076	\$493,967	\$695,815

Contractors/Consultants (payments to third parties or entities)		FY 2018-2019						Total of All Funding Sources
		TCM	EST	Public Insurance	Other Funding Source	CDHS Funding (E)	Total of All Funding Sources	
Item	Description of Item							
HR & Payroll	Envision uses Paylocity Payroll and HR services to process payroll and manage HR	\$0	\$54	\$0	\$0	\$2,110	\$2,164	
IT Support	IT support is provided by an outside contractor and the allocation is based on the number of workstations in each program	\$0	\$2,030	\$0	\$0	\$11,201	\$13,231	
Janitorial Service	Janitorial Services are allocated based on program square footage	\$0	\$352	\$0	\$0	\$2,327	\$2,679	
Total Contractors/Consultants		\$0	\$2,436	\$0	\$0	\$15,638	\$18,074	
Travel		FY 2018-2019						
Item	Description of Item	TCM	EST	Public Insurance	Other Funding Source	CDHS Funding (E)	Total of All Funding Sources	
Administration								
Mileage	Mileage costs are for service coordinators to attend trainings. Mileage shall not to exceed the Federal mileage rate of \$0.545 cents per mile. https://www.gsa.gov/travel-resources * Usage of airfare or Out of State Travel requires pre-approval from CDHS.	\$0	\$0	\$0	\$0	\$200	\$200	
Per Diem	Meal costs associated with any overnight travel necessary for administration of the EI program not to exceed Federal GSA per diem rates for the area of travel. https://www.gsa.gov/travel-resources * Any out of state travel costs must be pre-approved by CDHS	\$0	\$0	\$0	\$0	\$50	\$50	
Lodging	Hotel costs associated with travel for meetings and training that requires an overnight stay. Hotel rates cannot exceed any rate established for conference attendance. * Any out of state travel costs must be pre-approved by CDHS	\$0	\$50	\$0	\$0	\$100	\$150	
Service Coordination								
Mileage	Travel mileage included is mostly for service coordinator travel to sites and home visits throughout Weld County which is a very large county. Mileage shall not to exceed the Federal mileage rate of \$0.545 cents per mile. https://www.gsa.gov/travel-resources * Usage of airfare or Out of State Travel requires pre-approval from CDHS.	\$0	\$0	\$0	\$0	\$25,181	\$25,181	
Per Diem	Meal costs associated with any overnight travel necessary for administration of the EI program not to exceed Federal GSA per diem rates for the area of travel. https://www.gsa.gov/travel-resources * Any out of state travel costs must be pre-approved by CDHS	\$0	\$0	\$0	\$0	\$250	\$250	
Lodging	Hotel costs associated with travel for meetings and training that requires an overnight stay. Hotel rates cannot exceed any rate established for conference attendance. * Any out of state travel costs must be pre-approved by CDHS	\$0	\$0	\$0	\$0	\$900	\$900	
Direct Services								
No costs shall be reimbursed by CDHS for this category.		\$0	\$0	\$0	\$0	\$0	\$0	
Total Travel		\$0	\$50	\$0	\$0	\$26,681	\$26,731	

Supplies & Operating Expenses							FY 2018-2019			
Name	Description of Item	TCM	EIST	Public Insurance	Other Funding Source	CDHS Funding (EI)	Total of All Funding Sources			
Administration										
Janitorial Supplies	Janitorial supplies such as toilet paper, hand soap, paper towels, disinfectant, deodorizer, and other cleaning products are purchased from Sam's Club, Office Depot and other vendors. We purchase janitorial supplies of all of Envision and allocate Early Intervention's share based on square footage that EI occupies. Allocation methodology is reviewed by an independent auditor annually.	\$0	\$0	\$0	\$0	\$8,653	\$8,653			
Utilities	Building utilities include water, sewer, gas, electric, internet and shredding. Early Intervention's allocated share is based on square footage that EI occupies. Allocation methodology is reviewed by an independent auditor annually.	\$0	\$0	\$0	\$0	\$6,002	\$6,002			
Administration										
Depreciation Expense	Depreciation is allocated by program occupancy square footage. There are no invoices/receipts for depreciation. Allocation methodology is reviewed by an independent auditor annually.	\$0	\$0	\$0	\$0	\$2,629	\$2,629			
Employee Recruitment	Drug screening, employee background checks and job postings/advertising. Based on actual Early Intervention recruiting expenses.	\$0	\$0	\$0	\$0	\$1,005	\$1,005			
Insurance	Business liability, professional liability, cyber security, inland marine, property, crime, sexual/physical abuse or molestation, umbrella liability, and management liability coverage through Philadelphia Insurance. These costs are allocated based on the allocation methodology the insurance company used for each type of coverage which is generally FTEs or Wages. Allocation worksheets which tie to insurance invoices will be available at survey.	\$0	\$0	\$0	\$0	\$8,147	\$8,147			
Software Licensing & Fees	Annual software licensing for Therap Services for documentation and reporting. These costs are allocated to Early Intervention based on the number of computer users in the department.	\$0	\$0	\$0	\$0	\$7,580	\$7,580			
Telephone	Office telephone and voicemail system; allocated by number of deskphones located in the Early Intervention Program space. We cannot track the direct cost of each phone or voicemail usage and must utilize an allocation methodology. Allocation methodology is reviewed by an independent auditor annually.	\$0	\$0	\$0	\$0	\$4,802	\$4,802			
Office Supplies	General office supplies such as pens, paper, highlighters, paper, and other commonly purchased office supplies are allocated based on FTEs and appear in an allocation account in the general ledger. Direct supply expenses are coded to a different accounting code and are easy to trace.	\$0	\$0	\$0	\$0	\$2,969	\$2,969			
Computers and Computer Accessories Purchased (Not Capitalized)	3 new tablets (\$3,500) for additional EI Case Managers +10 docking stations (\$155 each), all of which are direct EI expenses	\$0	\$0	\$0	\$0	\$5,050	\$5,050			
Copier Lease & Maintenance	Envision leases 4 Xerox copiers and allocates the lease payment to EI based on their monthly usage. Users have to enter their code to print or make copies and the allocation of the lease and copy overages are allocated based on the EI users activity.	\$0	\$0	\$0	\$0	\$4,536	\$4,536			

Supplies & Operating Expenses		FY 2018-2019					Total of All Funding Sources
Name	Description of Item	TCM	EST	Public Insurance	Other Funding Source	CDHS Funding (E)	Total of All Funding Sources
Service Coordination							
Postage	The postage meter tracks Early Intervention postage by use of codes entered into the meter when postage is applied to the envelopes or tapes.	\$0	\$0	\$0	\$0	\$2,779	\$2,779
Cellular & Tablets	This expense is for Verizon service for 13 cellphones @ \$793.13 per month and 13 tablets/jetpacks @297.18 per month; and MobileIron protection on 13 phones \$52.00 per month. We currently have 10 phones/tablets/jetpacks and plan to purchase 3 more.	\$0	\$0	\$0	\$0	\$13,708	\$13,708
Staff Development	Registration fees for 3 case managers to attend annual Early Childhood Summit the cost of which is not yet published.	\$0	\$0	\$0	\$0	\$300	\$300
Direct Services							
	No costs shall be reimbursed by CDHS for this category.	\$0	\$0	\$0	\$0	\$0	\$0
Total Supplies & Operating		\$0	\$0	\$0	\$0	\$68,160	\$68,160
TOTAL DIRECT COSTS		\$173,772	\$2,486	\$0	\$28,076	\$604,446	\$808,780
MODIFIED TOTAL DIRECT COSTS (MTDC)		\$173,772	\$2,486	\$0	\$28,076	\$604,446	\$808,780
Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.							
Indirect Costs							
Item	Description of Item	TCM	EST	Public Insurance	Other Funding Source	CDHS Funding (E)	Total of All Funding Sources
10% de minimis Indirect rate:	10% de minimis rate on MTDC, elected by the agency for reimbursement	\$0	\$0	\$0	\$0	\$60,445	\$60,445
Total Indirect		\$0	\$0	\$0	\$0	\$60,445	\$60,445
TOTAL		\$173,772	\$2,486	\$0	\$28,076	\$664,891	\$869,225

*Figures are rounded using basic accounting standards. (0.00-0.49 = 0; 0.50-0.99 = 1.0)

EXHIBIT H - Amendment #6 - Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) Federal Award Identification

- i. Subrecipient: **Envision Creative Support for People with Developmental Disabilities;**
- ii. Subrecipient DUNS number: **363284915;**
- iii. The Federal Award Identification Number (FAIN) is **H181A170097;**
- iv. The Federal award date is **July 1, 2017;**
- v. The subaward period of performance start date is **July 1, 2017** and end date is **September 30, 2018;**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY19	\$97,739*	\$97,739*	\$97,739*
		<p>*An appropriation for Early Intervention Direct Services General Accounting Encumbrance (GAE) is hereby added to this contract. The maximum amount payable for DS GAE is subject to appropriated funds, not to exceed \$15,000,000, which is split among other Early Intervention (EI) vendors.</p>	

- vii. Federal award project description: **84.181A Infants and Toddlers with Disabilities;**
 - viii. The name of the Federal awarding agency is **United States Department of Education;** the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS); and the contact information for the awarding official is **Mary Martin, Director, Division for Community and Family Support, 1575 Sherman Street, 1st Floor, Denver, CO 80203; maryw.martin@state.co.us, 303-866-5023;**
 - ix. The Catalog of Federal Domestic Assistance (CFDA) number is **84.181A,** name is **Special Education - Grants for Infants and Families with Disabilities,** and dollar amount is **\$7,309,914;**
 - x. This award is **not** for research & development;
 - xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.
- 2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in the **General Provisions; Exhibit A - Statement of Work for Early Intervention Services and Exhibit I - Additional Provisions.**
- 3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in

the General Provisions; Exhibit A - Statement of Work for Early Intervention Services and Exhibit I - Additional Provisions.

- 4) Subrecipient's approved indirect cost rate is **the de minimis rate of 10 %**.
- 5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **the General Provisions; Exhibit A - Statement of Work for Early Intervention Services and Exhibit I - Additional Provisions.**
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than 30 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

8) Matching Funds

If a box below is checked, the accompanying provision applies.

- i. Subrecipient is not required to provide matching funds.
 - ii. Subrecipient shall provide matching funds as stated in n/a. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDHS regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDHS that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- i. **Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of CDHS. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from CDHS and CDHS approves in advance a program-specific audit.
 - ii. **Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

- iii. **Subrecipient Compliance Responsibility.** Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by 2 CFR Part F-Audit Requirements.

11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:

- i. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”
- ii. 4.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- iii. Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- iv. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- v. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

- SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- vi. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDHS may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDHS may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDHS at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
- 15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDHS may terminate the Contract in accordance with the termination provisions in the Contract.
- 16) **Close Out.** Subrecipient shall close out this Contract within 90 days after the End Date. Contract close out entails submission to CDHS by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. CDHS shall withhold 5% of the allowable costs until all final project documentation has been submitted and accepted by State as substantially complete. If the project has not been closed by the Federal awarding agency within 1 year and 90 days after the End Date due to Subrecipient's failure to submit required documentation that CDHS has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
- 17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDHS 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.

EXHIBIT END

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

The Contractor shall provide the services according to the plans submitted in the “Statement of Work”, attached and incorporated herein by this reference as **EXHIBIT A**. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of a conflict, the terms and conditions of this contract shall control over the Statement of Work. Any significant changes to the Statement of Work (SOW) require an amendment to the contract.

2. GOALS AND OBJECTIVES

The Contractor shall be responsible for the achievement of any goals and objectives as specified within the Statement of Work (**EXHIBIT A**) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

3. COPY OF SUBCONTRACT

The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

4. PAYMENT

In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the amount specified in the Budget (**EXHIBIT B**), of this contract.

- A. The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.
- B. Payment shall be made on a cost reimbursement basis for services rendered.
- C. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDHS. Contractor shall request additional funds from the CDHS 60 days prior to projected depletion of contracted funds. CDHS shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- D. Timely Invoicing - Invoices shall be submitted no later than 45 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to CDHS_OEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.
- E. The Contractor shall maintain source documentation to support all payments requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.

- F. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- G. At no time will CDHS have the expectation that services be delivered without reimbursement.
- H. All services shall be billed to the appropriate funding sources, including Medicaid. If a hard denial is received, CDHS will be the payer of last resort.

5. OPTION LETTER

- A. See Exhibit A – Statement of Work, III. Miscellaneous Provisions, F. Option Letter Provisions.

6. PARTICIPATION

The Contractor representative(s) is required to participate in any Office of Early Childhood sponsored meetings related to this contract.

7. SUPPLANTING

Payments made to the Contractor under this contract will supplement and not supplant other state, local or federal expenditures for services associated with this contract.

8. BUDGET CHANGES

Contractor may request in writing adjustments to the direct costs in the current year budget (**EXHIBIT B**) not to exceed 10% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Any change to the “Gross or Annual Salary” on the Budget shall be considered a rate change and shall require a formal amendment. Any change to personnel requires prior written approval from CDHS staff. Budget adjustment requests over 10% and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.

9. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or work product of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State, and all Work Product shall be delivered to the State by Contractor upon completion, by request, or termination hereof. This ownership implies that OEC has full control of these data, reports and analyses, as well as full access to these data, report and analyses. Control implies full and complete control as to how any and all data, records, analyses and reports produced as part of this contract are used. Access implies full and complete access to any and all data, records, analyses and reports produced as part of this contract. Upon request by OEC at any time and from time to time and without regard to the default status of the parties under this contract, the contractor and/or its subcontractors shall promptly deliver to OEC the all existing data, records, analyses and reports in electronic format and in such hard copy as exists on the date of the request by OEC.

The State’s exclusive rights in such work product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such

work product to be used for any purpose other than the performance of Contractor’s obligations hereunder without the prior written approval of the State.

10. SUBRECIPIENT

Contractors determined to be a Sub-recipient of federal funds shall complete the sub-recipient performance report and assessment survey at: <http://eepurl.com/ccRiDP> upon contract execution. Failure to complete the performance report and assessment survey shall delay payment to the Contractor.

11. EARLY INTERVENTION DIRECT SERVICES GENERAL ACCOUNTING ENCUMBRANCE (GAE)

Payment for Early Intervention Direct Services to all contractors will be made as incurred, in whole or in part, from the total available funds not to exceed \$15,000,000 to be utilized for Direct Services that includes:

- Assistive Technology services;
- Audiology Services;
- Developmental Intervention Services;
- Health Services;
- Medical Services;
- Nursing Services;
- Nutrition Services;
- Occupational Therapy Services;
- Physical Therapy Services;
- Psychological Services;
- Sign Language and Cued Language Services;
- Social Emotional Services;
- Speech Language Pathology Services;
- Transportation Services;
- Vision Services;
- Evaluations;
- Co-pays;
- No-shows;
- Provider travel;
- Interpreter Services;
- IFSP meetings;
- Salaries and benefits for Direct Services;
- Teaming;
- Assessments;
- Telehealth

These funds support early intervention services to eligible infants, toddlers, and their families which are provided in accordance with Section 27-10.5-701, C.R.S.; federal regulations, 34 C.F.R., Part 303, Early Intervention Program for Infants and Toddlers with Disabilities; and Rules and Regulations 12 CCR 2509-10, Sections 7.900-7.994.

- A. In order to receive reimbursement for any Direct Services, Contractor shall submit a request for anticipated expenses into the data system for pre-approval. The request shall be made and approval received 30 days prior to the delivery of services.
- B. Contractor shall not bill costs related to the Contract Budget (**Exhibit F**) to the GAE.
- C. Invoices shall be submitted separately for pre-approved Early Intervention Direct Services expenditures.
- D. The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us.

12. CRITICAL INCIDENT REPORTING

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Office of Early Childhood (OEC), the agency must report in writing the details of the critical incident to the OEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff’s employment; criminal allegations involving program staff

and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

13. MANDATED REPORTING

- A.** All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).
- B.** All program staff are required to take the online mandatory reporter training on the CDHS Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.