



**COLORADO**  
Department of Early Childhood

## INTERGOVERNMENTAL CONTRACT ASSIGNMENT #1

### SIGNATURE AND COVER PAGE

<b>State Agency</b> Colorado Department of Early Childhood 710 South Ash Street, Building C Glendale, CO 80246	<b>Assignee</b> Douglas County Health Department 100 Third Street Castle Rock, CO 80104
<b>Original Contractor - Assignor</b> Douglas County School District RE – 1 3950 Trail Boss Lane Castle Rock, CO 80104	<b>Original Contract Number</b> 21 IHIA 159823  <b>Encumbrance Number:</b> CTGG1 QAAA 2024-2685
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 2021 \$157,893* *Three General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: <ul style="list-style-type: none"> <li>Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed \$5,506,000</li> <li>Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed \$511,134</li> <li>Micro Grant (MG) – the maximum amount payable for MG-GAE is subject to appropriated funds, not to exceed \$424,096</li> </ul> The QI-GAE, EQIT-GAE, and MG-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).	<b>Assignment Contract Number</b> 24 QAAA 185311
<b>Extension Terms</b> State Fiscal Year 2022 \$171,543* *Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: <ul style="list-style-type: none"> <li>Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed \$6,283,201</li> <li>Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed \$505,000</li> </ul> The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).	<b>Contract Performance Beginning Date</b> July 1, 2020
State Fiscal Year 2023 \$174,629* *Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: <ul style="list-style-type: none"> <li>Quality Improvement (QI) – in the amount of \$7,626,301, is subject to appropriated funds,</li> <li>Expanding Quality in Infant Toddler Care (EQIT) – in the amount of \$647,000 is subject to appropriated funds</li> </ul> The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).	<b>Current Contract Expiration Date</b> June 30, 2024



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State Fiscal Year 2024	\$188,235*	
*Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for:		
<ul style="list-style-type: none"><li>• Quality Improvement (QI) – in the amount of \$5,344,341, is subject to appropriated funds,</li><li>• Expanding Quality in Infant Toddler Care (EQIT) – in the amount of \$627,000 is subject to appropriated funds</li></ul>		
The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).		
Total for All State Fiscal Years	\$692,300*	

**Signature Page begins on next page →**



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Department of Early Childhood

### 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.

<p><b>ORIGINAL CONTRACTOR - ASSIGNOR</b> Douglas County School District RE-1</p> <p>DocuSigned by: <i>Jana Schleusner</i> 96A80ACC395448A By: Jana Schleusner, Director of Finance Date: 10/13/2023</p>	<p><b>ASSIGNEE</b> Douglas County Health Department</p> <p>DocuSigned by: <i>Michael Hill</i> DE5FED08B3F47B By: Michael Hill, Executive Director Date: 10/13/2023</p>
<p><b>STATE OF COLORADO</b> Jared Polis, Governor Colorado Department of Early Childhood Lisa Roy, Ed.D., Executive Director</p> <p>DocuSigned by: <i>Stephanie Beasley</i> 0BEA514B3502421 By: Stephanie Beasley Deputy Executive Director Date: 10/17/2023</p>	
<p>In accordance with §24-30-202 C.R.S., this Assignment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>DocuSigned by: <i>Laura Curnow</i> 1BACEE9336394E2 By: Andrea Eurich / Toni Williamson / Telly Belton Laura Curnow</p> <p>Assignment Effective Date: 10/19/2023</p>	

-- Signature and Cover Pages End --



## 1. PARTIES

This Assignment (the “Assignment”) to the Original Contract shown on the Signature and Cover Page for this Assignment (the “Contract”) is entered into by and between the Contractor, as defined in the Original Contract, (in this document called the “Assignor”), the Assignee shown on the Signature and Cover Page for this Assignment and the State.

## 2. TERMINOLOGY

Except as specifically modified by this Assignment, all terms used in this Assignment that are defined in the Contract shall be construed and interpreted in accordance with the Contract. Upon the date performance under this Assignment commences, as described in §2.B of this Assignment, the term “Contractor” in the Contract and all modifications to the Contract shall refer to Assignee.

## 3. ASSIGNMENT EFFECTIVE DATE AND TERM

### A. Assignment Effective Date

This Assignment shall not be valid or enforceable until the Assignment Effective Date shown on the on the Signature and Cover Page for this Assignment. The State shall not be bound to Assignee by any provision of this Assignment before that Assignment Effective Date, and shall have no obligation to pay Assignee for any Work performed or expense incurred under this Assignment either before or after of the Assignment term shown in §2.B of this Assignment.

### B. Assignment Term

Assignee’s and the State’s respective performances under this Assignment and the changes to the Contract contained herein shall commence on the Assignment Effective Date shown on the on the Signature and Cover Page for this Assignment and shall terminate on the termination of the Contract.

## 4. PURPOSE

This Assignment changes the fiscal Agent for Douglas County Early Childhood Council from Douglas County School District RE-1 to Douglas County Health Department. Statutorily Early Childhood Councils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level supports for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels. This Assignment also amends Exhibits B and G.

## 5. Effect of Assignment

Upon the date performance under this Assignment commences, as described in §2.B of this Assignment, Assignee shall perform all duties and fulfill all obligations of Assignor under the Contract as if it were the original Contractor, subject to the following provisions:

### A. Assignor Obligations

Assignor shall not be liable for any further performance of any duties or fulfillment of any obligations under the Contract except to the extent Assignee fails to properly perform, in



which event, Assignor, if Assignor still exists as an entity following this Assignment, shall correct such performance if requested to do so by the State.

## **6. MODIFICATIONS**

In addition to the assignment of duties and obligations, the Contract and all prior amendments thereto, if any, are modified as follows:

### **A. Exhibit B – Budget**

Exhibit B – Assignment #1, which is attached and incorporated by this Assignment, shall replace Exhibit B – Amendment #7 of the Original Contract

### **B. Exhibit G – Supplemental Provisions for Federal Awards**

Exhibit G – Assignment #1, which is attached and incorporated by this Assignment, shall replace Exhibit G – Amendment #7 of the Original Contract.

## **7. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

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

## **8. WAIVER**

Assignor hereby waives any and all rights and claims, known or unknown, it may have against the State, effective as of the Effective Date of this Assignment. All payments and reimbursements previously made by the State to Assignor, and all other previous actions taken by the State under the Contract, shall be considered to have discharged any State obligations to Assignor thereunder. All payments made by the State after the Effective date of this Assignment in the name of or to Assignor shall have the same force and effect as if made to Assignee, and shall constitute a complete discharge of the State's obligations under the Contract to the extent of the amount paid.

## **9. CONSENT TO ASSIGNMENT**

The State hereby consents to the assignment of this Contract between Assignor and Assignee subject to the provisions of this Assignment.



### Colorado Department of Early Childhood BUDGET WITH JUSTIFICATION FORM

<b>Contractor Name</b>	Douglas County Early Childhood Council Fiscal Sponsor: Douglas County Early Childhood Council
<b>Budget Period</b>	July 1, 2023 - June 30, 2024
<b>Project Name</b>	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI) Child Care Resource & Referral (CCR&R) FCCH Navigator

<b>Program Contact Name and Title</b> <b>Phone</b> <b>Email</b>	Diane Smith 303-868-9099 <a href="mailto:drsmith2@dcsdk12.org">drsmith2@dcsdk12.org</a>
<b>Fiscal Contact Name and Title</b> <b>Phone</b> <b>Email</b>	Cherylinn DeCristino 720-433-1092 <a href="mailto:cheryl.decristino@dcsdk12.org">cheryl.decristino@dcsdk12.org</a>

Expenditure Categories										
Personnel Services - Salaried Employees										SFY 2024
Position Title	Description of Work and Fringe Benefits	Gross or Annual Salary	Fringe	Number of Months on Project	Total Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Child Care Resource & Referral (CCR&R)	FCCH Navigator	Total Amount Requested from CDEC
DCECC Director	FTE: Salary and Fringe = 8% of salary: manage SOW. Fringe Benefits include retirement.	\$105,000	\$8,400	12	86%	\$ 45,223	\$ 52,853	\$ -	\$ -	\$ 98,076
Bookkeeper	Fiscal sponsor bookkeeper hourly pay No fringe benefits for this position.	\$10,476	\$0	12	95%	\$ 4,000	\$ 6,000	\$ -	\$ -	\$ 10,000
Total Personnel Services (including fringe benefits)						\$ 49,223	\$ 58,853	\$ -	\$ -	\$ 108,076
Contractors/Consultants (payments to third parties or entities)										SFY 2024
Name	Description of Item	ECSB	CSQI	CCR&R	Navigator	Requested from				
QI Coaches & Contractors	provide outreach, TA support, coaching for L1-L5 providers, budgeting, graphic design, PD and other required trainings	\$ -	\$ 49,108	\$ -	\$ -	\$ 49,108				
Website Manager	maintain and update website	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ 2,000				
Social Media Manager	manage social media engagement	\$ 1,375	\$ 1,375	\$ -	\$ -	\$ 2,750				
LENA Tech	LENA Technology - PK	\$ -	\$ 2,373	\$ -	\$ -	\$ 2,373				
LENA Classrooms	LENA Classrooms - 8 PK	\$ -	\$ 3,030	\$ -	\$ -	\$ 3,030				
Total Contractors/Consultants						\$ 2,375	\$ 56,886	\$ -	\$ -	\$ 59,261
Travel										SFY 2024
Item	Description of Item	ECSB	CSQI	CCR&R	Navigator	Requested from				
Travel	mileage - DCECC Director	\$ 750	\$ 750	\$ -	\$ -	\$ 1,500				
Total Travel						\$ 750	\$ 750	\$ -	\$ -	\$ 1,500
Supplies & Operating Expenses										SFY 2024
Item	Description of Item	ECSB	CSQI	CCR&R	Navigator	Requested from				
Office Supplies	general office supplies, ink, paper, postage	\$ 250	\$ -	\$ -	\$ -	\$ 250				
Meetings and Stakeholder Engagement	marketing materials, costs for in-person meetings, materials, food	\$ 235	\$ 340	\$ -	\$ -	\$ 575				
ECCLA Dues	annual ECCLA membership	\$ 2,100	\$ -	\$ -	\$ -	\$ 2,100				
Technology	computer, printer, virtual meeting platform Zoom	\$ 1,052	\$ 500	\$ -	\$ -	\$ 1,552				
Total Supplies & Operating Expenses						\$ 3,637	\$ 840	\$ -	\$ -	\$ 4,477
Items that cannot be included in Modified Total Direct Costs (MTDC)										SFY 2024
Items listed in this section should not be included in other sections										
Item	Description of Item	ECSB	CSQI	CCR&R	Navigator	Requested from				
	No costs shall be reimbursed by CDEC for this category.	\$ -	\$ -	\$ -	\$ -	\$0				
Total Items that cannot be included in MTDC						\$ -	\$ -	\$ -	\$ -	\$0
TOTAL DIRECT COSTS						\$ 55,985	\$ 117,329	\$ -	\$ -	\$ 173,314
MODIFIED TOTAL DIRECT COSTS (MTDC)						\$ 55,985	\$ 93,221	\$ -	\$ -	\$ 173,314
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										SFY 2024
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]										
Item	Description of Item	ECSB	CSQI	CCR&R	Navigator	Requested from				
Indirect rate:	10% de minimus rate of Modified Total Direct Costs	\$ 5,599	\$ 9,322	\$ -	\$ -	\$ 14,921				
Total Indirect						\$ 5,599	\$ 9,322	\$ -	\$ -	\$ 14,921
TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)						\$ 61,584				
TOTAL COLORADO SHINES QUALITY IMPROVEMENT (CSQI)						\$ 126,651				
TOTAL CHILD CARE RESOURCE & REFERRAL (CCR&R)						\$ -				
TOTAL FCCH Navigator						\$ -				
TOTAL AMOUNT REQUESTED FROM CDEC						\$ 188,235				
PERCENTAGE OF BUDGET BY PROJECT										SFY 2024
		ECSB	CSQI	CCR&R	Navigator	Total Percentage				
PERCENTAGE OF BUDGET BY PROJECT		33%	67.28%	0%	0%	100%				

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



**COLORADO**  
Department of Early Childhood

## EXHIBIT G – Assignment #1- 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), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

### 1) Federal Award Identification

- i. Subrecipient: **Douglas County Health Department;**
- ii. Subrecipient Unique Entity Identifier (UEI) number: **LXE5XEA44AH6;**
- iii. The Federal Award Identification Number (FAIN) is
  - **CCDF Discretionary - 2302COCCDD;**
  - **ARP Discretionary – 2101COCDC6;**
  - **ARP Stabilization – 2101COCSC6;**
  - **CRRSA - 2101COCCCC5;**
  - **PDG – 90TP0054;**
- iv. The Federal award date is
  - **CCDF Discretionary – 10/28/2022;**
  - **ARP Discretionary – 4/14/2021;**
  - **ARP Stabilization – 04/14/2021;**
  - **CRRSA – 2/01/2021;**
  - **PDG – 12/27/2019;**
- v. The subaward period of performance start date is
  - **CCDF Discretionary – 10/01/2021;**
  - **ARP Discretionary – 10/01/2020;**
  - **ARP Stabilization – 10/01/2020;**
  - **CRRSA – 12/27/2020;**
  - **PDG – 12/31/2019;**
 and end date is:
  - **CCDF Discretionary – 09/30/2025;**
  - **ARP Discretionary – 09/30/2024;**
  - **ARP Stabilization – 09/30/2023;**
  - **CRRSA – 09/30/2023;**
  - **PDG – 12/30/2023;**

## 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 CDEC
SFY24	<b>SFY24</b> <b>CCDF Discretionary – \$89,914.20</b> <b>ARP Discretionary – \$0*;</b> <b>ARP Stabilization - \$0*;</b> <b>CRRSA – \$0*;</b> <b>PDG - \$0*</b>	<b>SFY24</b> <b>CCDF Discretionary – \$89,914.20</b> <b>ARP Discretionary – \$0*;</b> <b>ARP Stabilization - \$0*;</b> <b>CRRSA – \$0*;</b> <b>PDG - \$0*</b>  <b>*An appropriation for Quality Improvement (QI); and Expanding Quality in Infant Toddler Care (EQIT) General Accounting Encumbrance (GAE) is subject to appropriated funds not to exceed \$5,273,079 (CCDF Discretionary = \$4,307,739; ARP Stabilization = \$715,000; CRRSA = \$232,000; PDG = \$18,340) GAE funds shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12.</b>	<b>SFY24</b> <b>CCDF Discretionary – \$89,914.20</b> <b>ARP Discretionary – \$0*;</b> <b>ARP Stabilization - \$0*;</b> <b>CRRSA – \$0*;</b> <b>PDG - \$0*</b>

## vii. Federal award project description:

- **CCDF Discretionary – Child Care and Development Fund;**
- **ARP Discretionary – Child Care Supplemental Discretionary Funds, American Rescue Plan Act, Child Care and Developmental Fund;**
- **ARP Stabilization - Child Care Stabilization Funds, American Rescue Plan Act, Child Care and Developmental Fund;**
- **CRRSA – Coronavirus Response and Relief Supplemental Act (CRRSA), Child Care Development Block Grant;**
- **PDG - Colorado Preschool Development Grant;**

viii. The name of the Federal awarding agency is **Department of Health and Human Services, Administration for Children and Families**; the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Karen Enboden, Manager,**



**Early Learning Access and Quality, 1575 Sherman Street, 1st Floor, Denver, CO 80203,**

**Karen.Enboden@state.co.us; 303.866.5014;**

- ix. The Catalog of Federal Domestic Assistance (CFDA) number is
- **CCDF Discretionary – CFDA 93.575**, name is **Child Care and Development Block Grant Act of 1990**, and dollar amount is **\$14,220,255**;
  - **ARP Discretionary – CFDA 93.575**, name is **Child Care and Development Block Grant Act of 1990**, and dollar amount is **\$178,553,758**;
  - **ARP Stabilization – CFDA 93.575**, name is **Child Care and Development Block Grant Act of 1990**, and dollar amount is **\$286,156,175**;
  - **CRRSA – CFDA 93.575**, name is **Coronavirus Response and Relief Supplemental Act**, and dollar amount is **\$119,294,226**;
  - **PDG – CFDA 93.434**, name is **Child Care and Development Block Grant Act of 1990**, and dollar amount is **\$26,056,722**;
- 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 CDEC cost allocation plan.
- 2) All requirements imposed by CDEC 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 and Exhibit F – Additional Provisions.**
- 3) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC 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 and Exhibit F – Additional Provisions..**
- 4) Subrecipient's approved indirect cost rate is **the CDEC Negotiated Rate of 0%**.
- 5) Subrecipient must permit CDEC and auditors to have access to Subrecipient's records and financial statements as necessary for CDEC 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 and Exhibit F – Additional Provisions..**
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC 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 CDEC 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 CDEC 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.

## 1. DEFINITIONS.

- 1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
  - 1.1.1. "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
    - 1.1.1.1.1. Awards may be in the form of:
      - 1.1.1.1.2. Grants;
      - 1.1.1.1.3. Contracts;
      - 1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
      - 1.1.1.1.5. Loans;
      - 1.1.1.1.6. Loan Guarantees;
      - 1.1.1.1.7. Subsidies;
      - 1.1.1.1.8. Insurance;
      - 1.1.1.1.9. Food commodities;
      - 1.1.1.1.10. Direct appropriations;
      - 1.1.1.1.11. Assessed and voluntary contributions; and
      - 1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
      - 1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
    - 1.1.1.2. Award **does not** include:
      - 1.1.1.2.1. Technical assistance, which provides services in lieu of money;
      - 1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
      - 1.1.1.2.3. Any award classified for security purposes; or
      - 1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
  - 1.1.2. "Contract" means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
  - 1.1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
  - 1.1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.
  - 1.1.5. "Entity" means:
    - 1.1.5.1. If the source of funding is a Grant:

- 1.1.5.1.1. a Non-Federal Entity;
- 1.1.5.1.2. a foreign public entity;
- 1.1.5.1.3. a foreign organization;
- 1.1.5.1.4. a non-profit organization;
- 1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
- 1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);
- 1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
- 1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).
- 1.1.5.2. If the source of funding is not a Grant:
  - 1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;
  - 1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;
  - 1.1.5.3. a foreign public entity;
  - 1.1.5.4. a domestic or foreign non-profit organization;
  - 1.1.5.5. a domestic or foreign for-profit organization; and
  - 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7. If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.12. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
  - 1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 1.1.13.2. Is not organized primarily for profit; and
  - 1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14. “OMB” means the Executive Office of the President, Office of Management and Budget.

- 1.1.15. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.20. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.21. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
  - 1.1.21.1. Salary and bonus;
  - 1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 1.1.21.4. Change in present value of defined benefit and actuarial pension plans;
  - 1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.22. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

- 1.1.24. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

## **2. COMPLIANCE.**

- 2.1. Contractor/Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, including, but not limited to, all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Contractor/Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

## **3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.**

- 3.1. SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. DUNS. Contractor/Grantee shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s/Grantee’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s/Grantee’s information.

## **4. TOTAL COMPENSATION.**

- 4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 4.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and
  - 4.1.2. In the preceding fiscal year, Contractor/Grantee received:
    - 4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 4.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and
    - 4.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

## **5. REPORTING.**

- 5.1. If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor’s/Grantee’s obligations under this Contract/Grant.

## 6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3. The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §10 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

## 7. SUBRECIPIENT REPORTING REQUIREMENTS.

- 7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
  - 7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
    - 7.1.1.1. Subrecipient DUNS Number;
    - 7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
    - 7.1.1.3. Subrecipient parent's organization DUNS Number;
    - 7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
    - 7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
    - 7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
  - 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
    - 7.1.2.1. Subrecipient's DUNS Number as registered in SAM.
    - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## 8. PROCUREMENT STANDARDS.

- 8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

- 8.2. If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 8.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **9. ACCESS TO RECORDS.**

- 9.1. A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

## **10. SINGLE AUDIT REQUIREMENTS.**

- 10.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the 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.
  - 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The 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 Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
  - 10.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the 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.
  - 10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart 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 2 CFR 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 Uniform Guidance Subpart F-Audit Requirements.

## **11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.**

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.

- 11.1.1. [Applicable to federally assisted construction contracts.] 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.
- 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of “funding agreement”/ “funding Contract” under 37 CFR 401.2 (a) and the Prime Recipient or 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,”/”funding Contract”, the Prime Recipient or 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 Federal Awarding Agency.
- 11.1.4. 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 awardee(s) 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).
- 11.1.5. 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.
- 11.1.6. 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.
- 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

## 12. CERTIFICATIONS.



- 12.1. Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient 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 the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

### **13. EXEMPTIONS.**

- 13.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 13.2. A Contractor/Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

### **14. EVENT OF DEFAULT AND TERMINATION.**

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
  - 14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
  - 14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
  - 14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
  - 14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
  - 14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END

STATE OF COLORADO  
DEPARTMENT OF HUMAN SERVICES CONTRACT  
SIGNATURE AND COVER PAGES

<b>State Agency</b> Colorado Department of Human Services Office of Early Childhood Division of Early Care and Learning	<b>Contractor</b> Douglas County School District RE-1 Contractor's State of Incorporation: Colorado
<b>Contract Maximum Amount</b> Initial Term State Fiscal Year 2021                                 \$146,998* *Three General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: • Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed \$3,486,000 • Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed \$470,000 • Micro Grant (MG) – the maximum amount payable for MG-GAE is subject to appropriated funds, not to exceed \$166,750 The QI-GAE, EQIT-GAE, and MG-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 13. General Accounting Encumbrance (GAE).  Extension Terms N/A  Maximum Amount for All Fiscal Years                         \$146,998*	<b>Contract Performance Beginning Date</b> The later of the Effective Date or July 1, 2020  <b>Initial Contract Expiration Date</b> June 30, 2021  Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.
<b>Pricing/Funding</b> Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: State General Funds, Child Care Development Block Grant, CFDA 93.575; Colorado Preschool Development Grant, CFDA 93.434	<b>Options</b> The State shall have the following options if indicated with “Yes,” as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes
<b>Insurance</b> Contractor shall maintain the following insurance if indicated with “Yes,” as further described in §10: Worker’s Compensation: Yes General Liability: Yes Automobile Liability: <b>Yes</b> Protected Information: <b>Yes</b> Professional Liability Insurance: <b>No</b> Crime Insurance: <b>No</b>	<b>Miscellaneous</b> Authority to enter into this Contract exists in: C.R.S. 26-1-111. Law-Specified Vendor Statute (if any): C.R.S. 26-6.5-104(c) Procurement Method: Law Specified Solicitation Number (if any): N/A
<b>State Representative</b> Stacey Kennedy, Director, Child Care Quality Initiatives Colorado Department of Human Services Office of Early Childhood Division of Early Care and Learning 1575 Sherman Street, 1 <sup>st</sup> Floor Denver, CO 80203 Phone: 303.866.5016 Email: Stacey.Kennedy@state.co.us	<b>Contractor Representative</b> Sandra Gregory, Douglas County Early Childhood Council Director Douglas County School District RE-1 3950 Trail Boss Lane Castle Rock, CO 80104 Phone: 720.560.7300 Email: Sandra.Gregory@dcsdk12.org

**Exhibits**

The following Exhibits are attached and incorporated into this Contract:

A - Statement of Work

B - Budget

C - Colorado Shines Business Rules

D - Overview of Expanding Quality in Infant Toddler Care Initiative Business Rules

E - HIPAA Business Associate Agreement

F- Additional Provisions

G - Supplemental Provisions for Federal Awards

**Contract Purpose**

Douglas County School District RE-1 shall be the fiscal agent for Douglas County Early Childhood Council. Statutorily Early Childhood Councils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level supports for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels.

**Signature Page begins on next page →**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

<p align="center"><b>CONTRACTOR</b> Douglas County School District RE-1</p> <p>DocuSigned by: <i>Jana Schleusner</i> 96A80ACC395448A...</p> <hr/> <p>By: Jana Schleusner, Director of Finance 5/21/2020 Date: _____</p>	<p align="center"><b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director</p> <p>DocuSigned by: <i>Mary Anne Snyder</i> D542F7A428374C6...</p> <hr/> <p>By: Mary Anne Snyder, Director, Office of Early Childhood 5/27/2020 Date: _____</p>
<p align="center">2nd State or Contractor Signature if Needed</p> <hr/> <p>By: Name &amp; Title of Person Signing for Signatory Date: _____</p>	<p align="center"><b>LEGAL REVIEW</b> Philip J. Weiser, Attorney General</p> <p>By: _____ Assistant Attorney General Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>DocuSigned by: <i>Toni Williamson</i> D2A31DEB619C416...</p> <p>By: _____ Andrea Eurich / Janet Miks / Toni Williamson 6/23/2020 Effective Date: _____</p>	

-- Signature and Cover Pages End --

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### 1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the Department of Human Services (the “State” or “CDHS”). Contractor and the State agree to the terms and conditions in this Contract.

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

#### B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

#### C. Extension Terms - State’s Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the

performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 “Sample Option Letter.” The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

**D. End of Term Extension**

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

**E. Early Termination in the Public Interest**

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by §12.A.i.

**i. Method and Content**

The State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

**ii. Obligations and Rights**

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

**iii. Payments**

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly

attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Breach of Contract"** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **"Business Day"** means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1) C.R.S.
- C. **"Chief Procurement Officer"** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.
- D. **"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.
- E. **"Contract"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.
- F. **"Contract Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- H. **"End of Term Extension"** means the time period defined in §2.D.
- I. **"Effective Date"** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.
- J. **"Exhibits"** means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..
- K. **"Extension Term"** means the time period defined in §2.C.

- L. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- N. **“Initial Term”** means the time period defined in §2.B.
- O. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- P. **“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.
- Q. **“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 C.R.S.
- R. **“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 information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- S. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- T. **“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.

- U. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. **“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.
- W. **“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.
- X. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- Y. **“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.
- Z. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- AA. **“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 Effective Date that is used, without modification, in the performance of the Work.

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

#### 4. **STATEMENT OF WORK**

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

#### 5. **PAYMENTS TO CONTRACTOR**

##### A. **Maximum Amount**

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

##### B. **Payment Procedures**

##### i. **Invoices and Payment**

- a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.

- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**.

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

## 6. REPORTING - NOTIFICATION

### A. Quarterly Reports.

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than 5 Business Days following the end of each calendar quarter.

### B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages as provided in §15.

### C. Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

## 7. CONTRACTOR RECORDS

### A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by

Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date 3 years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

**B. Inspection**

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

**C. Monitoring**

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

**D. Final Audit Report**

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

**8. CONFIDENTIAL INFORMATION-STATE RECORDS**

**A. Confidentiality**

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor 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 Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its 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 Contract 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 Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

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

**C. Use, Security, and Retention**

Contractor 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 maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor'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 Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Contractor 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. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor 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. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

**E. Data Protection and Handling**

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

**F. Safeguarding PII**

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor 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. Contractor 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**

### **A. Actual Conflicts of Interest**

Contractor 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 Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

### **B. Apparent Conflicts of Interest**

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor’s obligations under this Contract.

### **C. Disclosure to the State**

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

### **D. Contractor shall maintain a written conflict of interest policy. Contractor shall provide the written conflict of interest policy to the State upon request.**

## **10. INSURANCE**

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

### **A. General Liability**

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

### **B. Automobile Liability**

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

**C. Protected Information**

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.
- iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.
- iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

**D. Professional Liability Insurance**

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

**E. Crime Insurance**

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

**F. Additional Insured**

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

**G. Primacy of Coverage**

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

**H. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within 7 days of Contractor's receipt of such notice.

**I. Subrogation Waiver**

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of

recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**J. Public Entities**

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

**K. Certificates**

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

**11. BREACH OF CONTRACT**

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

**12. REMEDIES**

**A. State's Remedies**

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.



i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in

accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

**B. Contractor's Remedies**

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13, shall have all remedies available at law and equity.

**13. STATE'S RIGHT OF REMOVAL**

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

**14. DISPUTE RESOLUTION**

**A. Initial Resolution**

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

**B. Resolution of Controversies**

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate,

under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

## **15. NOTICES AND REPRESENTATIVES**

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

## **16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

### **A. Work Product**

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

#### **i. Copyrights**

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

#### **ii. Patents**

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

**B. Exclusive Property of the State**

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

**C. Exclusive Property of Contractor**

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

**17. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

**18. GENERAL PROVISIONS**

**A. Assignment**

Contractor's rights and obligations under this Contract 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 Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

**B. Subcontracts**

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

**C. Binding Effect**

Except as otherwise provided in **§18.A.**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

**D. Authority**

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

**E. Captions and References**

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract 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.

**F. Counterparts**

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**G. Entire Understanding**

This Contract 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 Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

**H. Digital Signatures**

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

**I. Modification**

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and

approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

**J. Statutes, Regulations, Fiscal Rules, and Other Authority.**

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

**K. Order of Precedence**

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. HIPAA Business Associate Agreement (if any).
- ii. Colorado Special Provisions in §19 of the main body of this Contract.
- iii. The provisions of the other sections of the main body of this Contract.
- iv. Any other Exhibit(s) shall take precedence in alphabetical order.

**L. External Terms and Conditions**

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

**M. Severability**

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

**N. Survival of Certain Contract Terms**

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.

**O. Taxes**

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

**P. Third Party Beneficiaries**

Except for the Parties' respective successors and assigns described in §18.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

**Q. Waiver**

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**R. CORA Disclosure**

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

**S. Standard and Manner of Performance**

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

**T. Licenses, Permits, and Other Authorizations.**

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

**U. Indemnification**

**i. Applicability**

This entire §18.U does not apply to Contractor if Contractor is a "public entity" within the meaning of the GIA.

**ii. General Indemnification**

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

**iii. Confidential Information Indemnification**

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any

act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

## 19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

### A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

### B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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.

### C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its 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.

### D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

### E. COMPLIANCE WITH LAW.



Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited

to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq. C.R.S.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and CDHS within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to CDHS a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 et seq., C.R.S., CDHS may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.**

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that Contractor (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101 et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

**20. DEPARTMENT OF HUMAN SERVICES PROVISIONS**

**A. Exclusion, Debarment and/or Suspension**

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a “federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the

term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

**B. Emergency Planning**

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

**C. Restrictions on Public Benefits**

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

**D. Discrimination**

Contractor shall not:

- i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.
- ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

**E. Criminal Background Check**

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

- i. submit to and successfully pass a criminal background check, and
- ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

**F. Fraud Policy**

Contractor shall comply with the current CDHS Fraud Policy.

**G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)**

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

**REST OF PAGE INTENTIONALLY LEFT BLANK**

**21. SAMPLE OPTION LETTER (IF APPLICABLE)**

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Contractor</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Contract Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Contract Maximum Amount</b>	<b>Option Contract Number</b> Insert CMS number or Other Contract Number of this Option
Initial Term State Fiscal Year 20xx \$0.00	<b>Contract Performance Beginning Date</b> Month Day, Year
Extension Terms State Fiscal Year 20xx \$0.00	
State Fiscal Year 20xx \$0.00	
State Fiscal Year 20xx \$0.00	
State Fiscal Year 20xx \$0.00	
Total for All State Fiscal Years \$0.00	<b>Current Contract Expiration Date</b> Month Day, Year

**1. OPTIONS:**

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

**2. REQUIRED PROVISIONS:**

**A. For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

**B. For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract 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 Contract, as amended.

**C. For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

**D. For use with Option 1E:** In accordance with Section(s) Number of the Original Contract 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 Contract Maximum Amount:** 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 above.

**3. Option Effective Date:**

The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<b>STATE OF COLORADO</b> INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE  <u>SAMPLE ONLY – DO NOT SIGN</u> By: Name & Title of Person Signing for Agency or IHE  Date: <u>SAMPLE ONLY – DO NOT SIGN</u>	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. <b>STATE CONTROLLER</b>  <u>SAMPLE ONLY – DO NOT SIGN</u> Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval  Option Effective Date: <u>SAMPLE ONLY – DO NOT SIGN</u>
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## **STATEMENT OF WORK (SOW)**

**DOUGLAS COUNTY SCHOOL DISTRICT  
3950 TRAIL BOSS LANE  
CASTLE ROCK, CO 80104**

**AS FISCAL AGENT FOR:**

**DOUGLAS COUNTY EARLY CHILDHOOD COUNCIL (DCECC)**

**JULY 1, 2020 – JUNE 30, 2021**

**Exhibit A****INTRODUCTION/BACKGROUND**

Colorado House Bill 17-1062 authorized the creation of Colorado's Early Childhood Councils (ECC). The intent of the ECCs as stated in the legislation is to “improve and sustain the availability, accessibility, capacity and quality of early childhood services for children and families throughout the state.” According to the legislation, these Councils were established “for the purpose of developing and ultimately implementing a comprehensive system of early childhood services to ensure the school readiness of children five years of age or younger in the community”. ECCs are partners in implementing quality initiatives in child care, funded by federal and state funding streams.

Together, the Early Childhood Councils throughout the state serve to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. These services shall support children eight (8) years of age or younger and their parents in a manner that is responsive to local needs and conditions.

**STATEMENT OF WORK**

The Douglas County School District through the Douglas County Early Childhood Council (DCECC) works to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services, for children 8 years and younger, in the areas of: early care and education, family support, mental health, and health. This Scope of Work was developed to reflect State Department priorities and performance standards to increase the quality, accessibility, and equity of early childhood services for children and their parents. This Scope of Work encompasses the priorities in two grant areas: Early Childhood Council Systems Building Grant and the Colorado Shines Quality Improvement Supports Grant.

This statement of work is intended to detail the following State priorities and performance standards:

1. Annually, submit the organizational strategic plan in accordance with sections 7.717.5, C and D, to the State Department and council membership.
2. Annually, develop a written, comprehensive evaluation and report its progress based on the strategic plan accountability metrics.
3. Submit and ensure the State Department has current record of the council governance structure to include membership, organizational chart, council director’s contact information, council bylaws, and an annual budget.
4. Details about how DCECC will support the promotion and engagement of key activities related to the Colorado Shines Quality Rating and Improvement System in partnership with the county health department of human services/social services and the larger council membership.

**PERIOD OF PERFORMANCE**

July 1, 2020- June 30, 2021

Disclaimer: Any dates in the statement of work or other exhibit that extend beyond the Contract Expiration Date are for planning and informational purposes only, and do not formally extend the Contract Expiration Date.

**Exhibit A**

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Annually, DCECC will submit the organizational strategic plan in accordance with sections 7.717.5, C and D, to the State Department and the DCECC General Membership.				
Key Activity A: Develop an annual work plan based on DCECC’s organizational strategic plan					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Develop DCECC Strategic Plan taking into account the outcomes of the 2019 Early Childhood Needs Assessment	July 1, 2020-June 30, 2021	FY20-23 DCECC Strategic Plan is reviewed and approved by DCECC Executive Committee and reviewed by OEC	Approved DCECC Strategic Plan is included with the RFA	DCECC Director Executive Committee	SB: Personnel
Develop annual work plan based on strategic plan goals and feedback from OEC	July 1, 2020-June 30, 2021	Annual work plan is updated with activities to reflect FY20-23 DCECC Strategic Plan goals and current direction of OEC	Annual work plan was reviewed and approved by DCECC Executive Committee on Jan. 28, 2020	DCECC Director Executive Committee	SB: Personnel
Key Activity B: Submit an organizational strategic plan to OEC and DCECC membership					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Submit FY21-23 DCECC Strategic Plan to OEC	July 1, 2020-June 30, 2021	Strategic plan is delivered to OEC by RFA deadline	Receipt of delivery from OEC	DCECC Director	SB: Personnel
Submit DCECC Strategic Plan to DCECC membership via the DCECC website	Following review and approval by OEC: July 1, 2020-June 30, 2021	Website link directs visitors to FY20-23 DCECC Strategic Plan	Website link	DCECC Director	SB: Personnel
Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Annually, DCECC will develop a written, comprehensive evaluation and report of its progress based on the strategic plan accountability metrics.				
Key Activity A: Determine evaluation methodology and evaluation tools					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Use expertise of data/evaluation consultant to implement evaluation methodologies/tools/timelines	July 1, 2020-June 30, 2021	Evaluation methodologies/tools and timelines written into DCECC Strategic Plan and included in RFA	Meeting agenda Meeting Minutes Evaluation Plan	Data/Eval Consultant DCECC Director Executive Committee	SB: Personnel SB: Contractor



**Exhibit A**

Work Plan					
Key Activity B: Evaluate progress and slippage of strategic plan					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Track decided-upon data points to evaluate progress, slippage, barriers, new opportunities.	July 1, 2020- June 30, 2021	Data outcomes will be evaluated at Executive Committee meetings on a regular basis	SUGAR CRM ecConnect Needs Assessment Other data sources	Data/Eval Consultant DCECC Director Executive Committee Community Stakeholders	SB: Personnel SB: Contractor
Analyze and explain data and have key stakeholders review	July 1, 2020- June 30,	Data will be analyzed and explanations developed by June 30, 2020	SUGAR CRM ecConnect Data outcomes from tools Stakeholder Feedback	Data/Eval Consultant DCECC Director Executive Committee Community Stakeholders	SB: Personnel SB: Contractor
Key Activity C: Submit Evaluation					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Report State’s required data expectations on written evaluation	July 31, 2020	Written evaluation report reviewed, approved by DCECC Executive Committee and delivered to OEC per the deadline of June 30, 2020.	A formal evaluation report will include defined data outcomes and will be available to review and read	DCECC Director Executive Committee Data/Eval Consultant	SB: Personnel SB: Contractor
Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	DCECC will submit and ensure that the State Department has current record of the council governance structure.				
Key Activity A: DCECC membership list is kept up to-date					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Track and keep contact information of DCECC governing members	July 1, 2020 - June 30, 2021	Updated contact information is reviewed by each governing member at the beginning of fiscal year and updated as necessary	Contact information shared via email to DCECC Executive Committee members	DCECC Director	SB: Personnel
Key Activity B: Review DCECC Bylaws					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Review Bylaws and make edits, as deemed necessary	July 1, 2020- June 30, 2021	Bylaws are reviewed, updated as necessary and formally approved by DCECC Executive Committee with a formal date of approval	Most recent bylaws were updated and approved in Dec. 2018. No further changes are required at this time.	DCECC Director DCECC Executive Committee	SB: Personnel

**Exhibit A**

Work Plan					
Key Activity C: Develop annual budget					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Review budgets during DCECC Executive Committee meetings	July 1, 2020 - June 30, 2021	Budget updates are presented to Executive Committee a minimum of 3 times per year	Meeting Minutes Work Day Budgets System	DCECC Director DCECC Executive Committee	SB: Personnel
Review budgets regularly with DCSD Grant Accountant	Monthly July 1, 2020- June 30, 2021	SB, CSQI, CSQI GAE, HSQI GAE, and EQIT GAE reports, invoices with back-up prepared for OEC monthly and emailed to QRIS Specialist by deadline date of the 15 <sup>th</sup> of following month	CSQI GAE Reports for CSQI & HSQI coaching and spending SB, CSQI, EQIT Invoices OEC Monthly Requests Work Day Budget System	DCECC Director DCSD Grant Accountant	SB: Personnel SB: Indirect
Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Increase Colorado Shines Quality Rating and Improvement System (QRIS) engagement to 60% (Level 2 or higher).				
Key Activity A: Provide quality improvement outreach and engagement					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Perform outreach and technical assistance to licensed providers about Colorado Shines QRIS/PDIS	July 1, 2020 - June 30, 2021	Percentage of licensed providers engaged in QRIS increases with minimal uptake goal of 60%+ achieved and exceeded	SUGAR CRM/ecConnect SalesForce	DCECC Director QI Navigators/Coaches	CSQI: Personnel CSQI: Contracting
Key Activity B: Increase attendance at professional development (PD) trainings					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Offer and promote PD trainings (on-site or online) that increase knowledge about high quality care and early childhood development	July 1, 2020- June 30, 2021	A minimum of 4 local PD trainings will be held in Douglas County each fiscal year; front range PD trainings promoted to area providers	ECCLA Council Impact Tool Training Evaluations DCECC website DCECC Facebook Page	DCECC Director QI Navigators/Coaches Webmaster Facebook Contractor ECCLA CIT Director	CSQI: Personnel CSQI: Contracting
Key Activity C: Offer Quality Improvement Support and Coaching					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Offer quality improvement (QI) coaching and support to sites that want to engage and increase their rating level on Colorado Shines QRIS	July 1, 2020 – June 30, 2021	ECE providers who desire to increase their rating level on Colorado Shines will receive QI coaching and support by QI coaches	SUGAR CRM SalesForce ecConnect Monthly CSQI invoices to OEC	QI Coach/Navigator DCECC Director DCSD Accountant	CSQI-Personnel CSQI-Contracting CSQI: Indirect

**Exhibit A**

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Increase the percentage of communities with access to slots for Colorado Child Care Assistance Program subsidies in high quality programs (Levels 3-5).				
Key Activity A: Support OEC to increase access to CCCAP slots in high quality program (L3-5).					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Engage L2+ provider sites to open CCCAP fiscal agreements with the Douglas County Dept. of Human Services	July 1, 2020 – June 30, 2021	A minimum of 10 sites will open CCCAP fiscal agreements by June 30, 2021	SUGAR CRM SalesForce CCCAP fiscal agreements	DCECC Director QI Coaches CCCAP Director	CSQI: Personnel CSQI: Contracting
Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Increase the number and percentage of children receiving child care subsidy being served in high quality programs (L3-5).				
Key Activity A: Develop strong partnerships with Douglas County Dept. of Human Services and CPP Director at Douglas County School District					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
CCCAP Director gives regular CCCAP updates at DCECC Executive Committee meetings	July 1, 2020 - June 30,2021	Updates about CCCAP are a regular agenda item at DCECC Executive Committee meetings	Meeting Minutes	DCECC Director CCCAP Director	CSQI: Personnel
CPP Director gives regular CPP updates at DCECC Executive Committee meetings	July 1, 2020 - June 30, 2021	Updates about CPP are a regular agenda item at DCECC Executive Committee meetings	Meeting Minutes	DCECC Director CPP Director	CSQI: Personnel
Key Activity B: Provide outreach and support to non-CSQI providers and QI coaching to CSQI-eligible providers					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide outreach to licensed providers on regular basis	July 1, 2020 – June 30, 2021	Outreach phones calls/site visits are conducted each month; Notes are kept about “why a provider is not interested in Colorado Shines and CCCAP”	Invoices which have dates and names of providers	QI Navigators/Coaches	CSQI: Contracting
Provide QI coaching to CSQIS-eligible grantees to increase to high quality (L3-5) within 18 months of MOU	July 1, 2020 – June 30, 2021	A minimum of 5 hours of QI direct coaching hours are provided to all CSQI-eligible providers	SUGAR CRM CSQI GAE Coaching Report ecConnect SalesForce	QI Coaches	CSQI GAE: Contracting

**Exhibit A**

Work Plan					
Key Activity C: Provide CCCAP trainings to area providers to increase awareness about CCCAP program components and requirements					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide CCCAP trainings	July 1, 2020 – June 30, 2021	Offer a minimum of two trainings in FY20-21	Attendee Roster Attendee Evaluations	DCECC Director CCAP Director/DHS Staff QI Coach/Navigator	CSQI: Personnel CSQI: Contracting
Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Promote the Colorado Shines Quality Rating and Improvement System (QRIS) and Colorado Early Learning Development Guidelines (ELDG) at least once monthly.				
Key Activity A: Actively Promote Colorado Shines Quality Rating & Improvement System (QRIS)					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Update Colorado Shines section on DCECC website to include Colorado Shines Brighter	July 1, 2020 – June 30, 2021	Colorado Shines is updated with Colorado Shines Brighter and other new updates/changes to program	DCECC website	DCECC Director Web Master	CSQI: Personnel
Share posts about Colorado Shines QRIS on DCECC Facebook Page	July 1, 2020 – June 30, 2021	Updates about Colorado Shines QRIS, PDIS, is regularly shared at DCECC stakeholder & DCECC Executive Committee meetings	Facebook Posts/shares	DCECC Director Facebook Contractor	CSQI: Personnel
Key Activity B: Actively Promote Colorado Early Learning & Development Guidelines (ELDG)					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide new ELDG resource manual, videos, links on DCECC website	July 1, 2020 – June 30, 2021	Updated ELDG’s are easily accessible to visitors to the DCECC website	DCECC website hits	DCECC Director Web Master	CSQI: Personnel
Distribute Journey to Kindergarten brochures to schools/ agencies	July 1, 2020 – June 30, 2021	ELDG website is listed on back of <u>Journey to Kindergarten</u> and <u>The Journey Begins</u> brochures	# of brochures distributed Names of community orgs. and schools	DCECC Director DCECC Executive Committee Stakeholders DCSD Teachers ECE Providers Library Staff EQIT Trainers	CSQI: Personnel
Post about ELDG’s and healthy child development on DCECC Facebook page	July 1, 2020 – June 30, 2021	Posts about healthy child development are made at least once per week on DCECC Facebook page	Facebook posts/shares Facebook engagement #'s	DCECC Director Facebook Contractor	CSQI: Personnel

**Exhibit A****SCHEDULE/MILESTONES:**

Douglas County Early Childhood Council (DCECC) will measure and report on milestones meeting the determined schedules (i.e. monthly, quarterly, annually) of the State Department. Milestones should be specific, based on measurable information such as SUGAR CRM, ecConnect reporting, local CCAP data, or QRIS dashboard reports.

**1. Submit DCECC's organizational strategic plan to the State Department and DCECC's membership on an annual basis.**

*Schedule:* Annually on date(s) determined by State Dept.

*Milestones:*

- a. A report of the progress and/or slippage of DCECC Strategic Plan is submitted to the State Department on a quarterly basis (Oct., Jan., April, June))
- b. After review by State Dept., link to updated DCECC Strategic Plan is shared via the DCECC website.

**2. Develop a written, comprehensive evaluation and report of its progress based on the strategic plan accountability metrics on an annual basis.**

*Schedule:* Annually: July 1, 2020-June 30, 2021.

*Milestones:*

- a. Comprehensive evaluation report, based on strategic plan metrics, is written by DCECC Director and submitted to State Department by June 30 of each fiscal year.

**3. Submit and ensure that the State Department has current record of the council governance structure.**

*Schedule:* July 1, 2020 – June 30, 2021; Current record of council governance structure included with the RFA.

*Milestones:*

- a. Current record of council governance structure is submitted to the State Department, as they request it.

**4. Increase Colorado Shines Quality Rating and Improvement System Engagement (Level 2 or higher) to 60%.**

*Schedule:* July 1, 2020 – June 30, 2021

*Milestones:*

- a. Colorado Shines Quality Rating and Improvement System (QRIS) engagement strategies are discussed monthly with QRIS Specialist and shared with QI Coaches.
- b. Colorado Shines Quality Rating and Improvement System (QRIS) is tracked via SUGAR CRM and/or Salesforce and engagement levels strive to meet and exceed 60% engagement level.

**5. Increase the number and percentage of children receiving child care subsidy being served in high quality programs.**

*Schedule:* July 1, 2020 – June 30, 2021

*Milestones:*

- a. There will be an incremental increase in the number and percentage of children receiving child care subsidy being served in high quality programs (L3-5) as measured in Salesforce and CCCAP data in Douglas County.

## Exhibit A

### **6. Promote the Colorado Shines Quality Rating and Improvement System (QRIS) and Colorado Early Learning Development Guidelines (ELDG) at least once a month.**

*Schedule:* July 1, 2020 – June 30, 2021

*Milestones:*

- a. Colorado Shines Quality Rating and Improvement System (QRIS) is promoted, at least monthly, at community meetings, provider trainings, and social media (i.e. website and Facebook page) to increase awareness and knowledge about Colorado Shines QRIS, PDIS, Colorado Shines Brighter, Preschool Development Grant, and other programs of the Colorado Shines program.
- b. The most recent updated Colorado Early Learning and Development Guidelines (ELDG's) are ordered and will be distributed to early learning providers and key stakeholders upon receipt. ELDG child development information will be placed on social media channels (i.e. website and Facebook page) to increase usage as a resource about healthy child development.

## **ACCEPTANCE CRITERIA**

The acceptance of all deliverables will reside with the Office of Early Childhood, Child Care Quality Initiatives Unit. The designated program manager will monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC program manager will either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished. DCECC will work diligently and tirelessly to meet the priorities and performance standards set by the State Department in this Scope of Work and will make adjustments, as needed, based on feedback by the QRIS Specialist.

## **EQIT Statement of Work (SOW)**

### **Introduction/Background**

The Douglas County School District (grantee) through the direct work of the Douglas County Early Childhood Council (DCECC) strives to create a seamless system of early childhood services representing collaboration and coordination among various public and private stakeholders for the effective delivery of early childhood services, for children 8 years and younger, in the domain areas of: Early Care & Education, Family Support & Education, and Health & Well-Being.

The primary goal of the EQ Initiative is to increase the quality and availability of responsive group care for infants and toddlers across Colorado. The EQ Initiative focuses on providing infant toddler caregivers evidence-based professional development they need to ensure each child has access to the responsive relationships that define quality early care and learning, encouraging programs to meet the full range of developmental needs for infants and toddlers. This initiative works through the EQ Infant Toddler Specialist Network and in partnership with local communities to increase the quality of caregiver interactions with infants and toddlers in child care settings. The primary evidence-based professional development activities carried out by local, approved EQ Infant Toddler Specialists are the 48-hour EQIT course of training offered in local communities across the state and Coaching with the EQ RELATE. All individuals teaching the EQIT course must have completed the state-level Infant Toddler Specialist Foundations course and possess a Colorado Trainer Credential or Trainer Approval. All individuals conducting EQ RELATE Coaching must adhere to the EQ model, utilizing the EQ RELATE Coaching tools, and hold a Colorado Coaching Credential. Additional activities include the fidelity implementation of evidence-based professional development for infant and toddler early care educators and the capacity-building of infant toddler specialists and local communities.

### **Scope of Work**

This Scope of Work was developed to reflect State Department priorities and performance standards in the grant area of: Expanding Quality in Infant Toddler Care Initiative (EQ Initiative). The EQ Initiative supports Early Childhood Councils to increase the quality of infant and toddler child care through the provision of evidence-based training and coaching for infant and toddler early care educators, deployed by EQ Infant Toddler Specialists and other approved individuals. EQIT training and coaching seek to increase the quality and availability of responsive, relationship-based infant toddler care in local communities across Colorado. The Early Childhood Council will offer the approved 48-hour EQIT course of training and individualized EQIT Coaching, following all EQ Initiatives guidelines. Any changes to the EQIT Course of Training, the EQIT Coaching model must be preapproved. Other high-quality, evidence-based professional development for infant toddler early care educators can be provided with Program Manager approval including LENA Grow, Touchpoints, additional EQ RELATE Coaching, and scholarships for ECE 111/112 and/or the Infant Toddler or Family Child Care CDA. All requirements of these programs must be met. The EQIT course and coaching are designed to be offered at very low cost to infant toddler caregivers across Colorado. However, Early Childhood Councils may charge a nominal fee (up to \$50/pp for training) and may use those funds ONLY for EQIT-related needs. There must be a written plan in place to reduce or eliminate this charge for individuals who cannot afford to pay training fees.

### **Period of Performance**

July 1, 2020 - June 30, 2021

**Exhibit A****Work Plan**

<b>EQ Initiative Outcome statement:</b>	<b>Individuals caring for infants and toddlers are confident and competent in their ability to engage in the responsive relationships with infants, toddlers, and their families that result in infants and toddlers experiencing secure attachments in all care settings. Infant Toddler Specialists are qualified and competent to enhance the relationships around infants and toddlers.</b>				
<b>Key Activity A: Collaboration with key stakeholders and systems partners, specific to infants, toddlers, and their caregivers</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Connect, coordinate and collaborate with local key stakeholders and efforts concerned with quality of infant toddler care and enhancing the relationships around infants and toddlers.	July 1, 2020-June 30, 2021	DCECC Director and/or EQ team members will contact and collaborate with key stakeholders to include the community college, local infant toddler initiatives, and Colorado Shines Quality Improvement.DCECC Director and EQ team members will participate in professional development and/or technical assistance offered by the EQ Initiative.	DCECC Director promotes EQIT courses via DCECC's early learning providers email listserve. DCECC Director shares EQIT course flyers via email and hard copy to DCECC Executive Committee members who share it with their networks. DCECC Director advertises course flyers through Child Care Innovations (Child Care Resource & Referral Agency for Douglas County). Kristin Habicht, Program Chair, Arapahoe Community College, kristin.habicht@arapahoe.edu; 303-797-5924 Area community colleges are offering a new test that can be taken by any ECE teacher who wishes to test out of taking EQIT. There is a fee to take this test and a grade of C or higher is required to pass the test. This test provides which is not transferable to a higher ed college.	DCECC Director (i.e. EQIT Team Lead) EQIT Trainers EQIT Coaches	EQIT: Personnel EQIT Contractors



**Exhibit A**

<b>Work Plan</b>					
<b>Key Activity B: Fidelity Implementation of Evidence-based, Infant Toddler Specific Training</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Fidelity implementation of EQIT, an evidence-based, infant and toddler-specific course of training	July 1, 2020-June 30, 2021	Contingent on capacity and community need, completion of four (4) EQIT 48-hour courses of training which fully meets EQ Initiative requirements as outlined in the business rules for EQ Initiative Activities. Each Infant Toddler Specialist who teaches part or all of an EQIT course completes an annual fidelity video self-reflection on their teaching and maintains a Trainer Credential. This must be complete one month in advance of the due date.: May 2020 and May 2021 in order to teach the EQIT course in Douglas County.	By July 30, 2020, DCECC will provide annual plan to hold four (4) EQIT courses in FY20-21 with advertising. By July 30, 2020, primary contact and registration contact for EQIT will be provided to EQ Initiative at least quarterly or whenever it changes. Materials are requested at least 2 weeks before start date of EQIT course. Update of reporting spreadsheet is provided each month with EQIT GAE invoice. EQIT certificates are ordered by DCECC Director within two weeks of completion of each EQIT course. EQ Infant Toddler Specialists who provide EQIT course have completed Infant Toddler Specialist Foundation Course and hold a current Trainer Credential by July 1, 2020. EQ Infant Toddler Specialists provide verification of video self-reflection to the EQ Initiative by May 30, 2020 if they want to train in FY20-21. Douglas County EQ Team will meet in person in May 2020 to schedule FY20-21 courses and to assure EQ trainers meet eligibility requirements of EQ Initiative.	EQIT Team Lead (i.e. DCECC Director) EQIT Infant & Toddler Specialists	EQIT: personnel EQIT: Contracted trainers
Fidelity implementation and course outcome data collected	July 1, 2020-June 30, 2021	Course participants complete EQ Initiative online data collection survey	A minimum of 50% of EQIT online data collection surveys will be returned at the end of each EQIT course.	DCECC Director EQIT Trainers	EQIT: personnel EQIT: contracted trainers
<b>Key Activity C: Fidelity implementation of Evidence-based, Infant Toddler Specific Coaching</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Fidelity implementation of EQ RELATE Individualized Reflective Coaching, an evidence-based, infant and toddler specific coaching model	July 1, 2020-June 30, 2021	Contingent on capacity and community need, infant toddler early care educators participating in EQIT courses receive between 8 or more hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities. Each Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential	Reflective Supervision Coach provides EQ RELATE Individualized Reflective Coaching to the EQIT Coach once per month.	Reflective Supervision Coach EQIT Coach	EQIT Student Fees

**Exhibit A**

<b>Work Plan</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Infant Toddler Specialist-provided coaching	July 1, 2020-June 30, 2021	Contingent on capacity and community need, infant toddler early care educators participating in approved coursework or other approved activities can receive between 8 to 15 or more hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities.  Each Infant Toddler Specialist providing coaching maintains a Colorado Coaching Credential	Update of reporting spreadsheet quarterly June 30, 2020, January 31, 2021, April 30, 2021 and June 30, 2021, and each time coaching is reimbursed/invoiced. EQ Coach gives teachers who have received 8 or more hours of EQ RELATE coaching a certificate, which is shared with the DCECC Director. Total hours are also noted on the EQIT Monthly Data and Reporting Infant toddler specialists providing EQ RELATE coaching have completed Coaching with the EQ RELATE Training and hold Coaching Credential by July 1, 2020.	DCECC Director EQIT Coaches	EQIT: Personnel EQIT: Contracted Coaches
Infant Toddler Specialists will attend the annual EQIT Conference.	July 1, 2020-June 30, 2021	Contingent on capacity, infant toddler specialists will attend the annual EQ Conference.	EQ Specialists will be expected to attend the EQIT Annual Conference, at least a portion of it, and will be compensated for their time.	DCECC Director EQIT Coaches	EQIT: Personnel EQIT: Contracted Coaches

**Schedule/Milestones**

- Douglas County Early Childhood Council (DCECC) will submit a detailed plan for its four FY21 EQIT courses and EQIT RELATE coaching to include tentative dates and instructors/coaches by July 30, 2020. This plan will include documentation of Training Credentials for all instructors and Coaching Credentials for all coaches.
- Douglas County Early Childhood Council (DCECC) will order materials for FY 21 Fall EQIT course(s) by July 30, 2020 and will order materials for FY 21 Spring EQIT course(s) by November 30, 2020.
- The Douglas County Early Childhood Council will submit information on any EQIT student fees charged, plan to ensure that no student will be denied entry due to inability to pay, and anticipated use of revenues for EQ-related activities from July 1, 2020 – June, 30, 2021.
- The Douglas County Early Childhood Council will submit required quarterly reports by October 31, 2020, January 31, 2021, April 30, 2021 and June 30, 2021.

**Acceptance Criteria**

The acceptance of all deliverables will reside with the Office of Early, Childhood EQIT Initiative. The designated program manager will monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC program manager will either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.



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

<b>Contractor Name</b>	Douglas County School District RE-1
<b>Budget Period</b>	July 1, 2020 - June 30, 2021
<b>Project Name</b>	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI)

<b>Program Contact Name and Title</b> Phone Email	Sandra Gregory, DCECC Director 720.560.7300 <a href="mailto:sandra.gregory@dcsdk12.org">sandra.gregory@dcsdk12.org</a>
<b>Fiscal Contact Name and Title</b> Phone Email	Rebekah Brooks 720.433.1091 <a href="mailto:rebekah.brooks@dcsdk12.org">rebekah.brooks@dcsdk12.org</a>

Expenditure Categories							
Personnel Services - Salaried Employees							FY 2020-2021
Position Title/ Employee Name	Description of Work and What is Included in Fringe Benefits	Gross or Annual Salary	Fringe	Total Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Total Amount Requested from CDHS
Grant Manager	FTE: salaried & fringe to manage the daily activities of DCECC and to achieve the outcomes of the annual Work Plan and SOW. Fringe Benefits include: PERA, Medicare, payroll taxes and long term disability insurance.	\$81,278	\$18,872	93%	\$ 45,068	\$ 48,072	\$ 93,140
DCSD Bookkeeper	Hourly: extra pay plus fringe benefits (Medicare & PERA). Duties: receives & processes SB invoices, P-Card Expenses, etc.	\$9,690	\$2,166	95%	\$ 4,150	\$ 7,114	\$ 11,264
DCSD Purchasing Aide	Hourly plus fringe benefits (Medicare & PERA): Processes CSQI Orders	\$1,000	\$224	100%	\$ -	\$ 1,224	\$ 1,224
Total Personnel Services (including fringe benefits)					\$ 49,218	\$ 56,410	\$ 105,628
Contractors/Consultants (payments to third parties or entities)							FY 2020-2021
Name	Description of Item				ECSB	CSQI	Total Amount Requested from CDHS
QI Navigators/Coaches	QI Navigation: outreach, TA support to engage 60%+ providers to L2 and 30%+ providers to L3-5. Qi coaching to support CSQI eligible providers and other providers to achieve L3-5. \$56/hr. contracting fee				\$ -	\$ 32,386	\$ 32,386
Total Contractors/Consultants					\$ -	\$ 32,386	\$ 32,386
Travel							FY 2020-2021
Item	Description of Item				ECSB	CSQI	Total Amount Requested from CDHS
Mileage for Director	Grant manager travel figured at 126 miles/month x 12 months at IRS rate				\$ 869	\$ -	\$ 869
Total Travel					\$ 869	\$ -	\$ 869
Supplies & Operating Expenses							FY 2020-2021
Item	Description of Item				ECSB	CSQI	Total Amount Requested from CDHS
Incentive Funds	Funds to incentivize eligible providers working towards CO Shines rating of L2-5, activating CCCAP fiscal agreements.				\$ -	\$ 2,308	\$ 2,308
Total Supplies & Operating Expenses					\$ -	\$ 2,308	\$ 2,308
Training and Technical Assistance							FY 2020-2021
Item	Description of Item				ECSB	CSQI	Total Amount Requested from CDHS
	No costs shall be reimbursed by CDHS for this category.				\$ -	\$ -	\$ -
Total Training and Technical Assistance					\$ -	\$ -	\$ -
TOTAL DIRECT COSTS					\$ 50,087	\$ 91,104	\$ 141,191
MODIFIED TOTAL DIRECT COSTS (MTDC)					\$ 50,087	\$ 83,718	\$ 133,805
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.					REMOVED PORTION OF EACH SUBAWARD IN EXCESS OF \$25,000		

Indirect Costs				FY 2020-2021
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]				
Item	Description of Item	ECSB	CSQI	Total Amount Requested from CDHS
State Negotiated Rate	Fiscal agent fee 4.34%, approved by CDE, to support oversight/admin of council funds for 12 months.	\$ 2,174.00	\$ 3,633.00	\$ 5,807.00
<b>Total Indirect</b>		<b>\$ 2,174</b>	<b>\$ 3,633</b>	<b>\$ 5,807</b>
<b>TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)</b>		<b>\$ 52,261</b>		
<b>TOTAL COLORADO SHINES QUALITY IMPROVEMENT (CSQI)</b>			<b>\$ 94,737</b>	
<b>TOTAL AMOUNT REQUESTED FROM CDHS</b>				<b>\$ 146,998</b>
PERCENTAGE OF BUDGET BY PROJECT				FY 2020-2021
		ECSB	CSQI	Total Percentage
<b>PERCENTAGE OF BUDGET BY PROJECT</b>		36%	64%	100%

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

# Colorado Shines Business Rules

## Colorado Shines Quality Rating and Improvement System

The Colorado Shines Quality Rating and Improvement System is the primary measure of the effectiveness of quality improvement activities. The Colorado Shines framework includes five standard areas that research has shown are related to program quality: Workforce and Professional Development; Family Partnerships; Leadership, Management and Administration; Learning Environment; and Child Health. In addition to accumulating the total number of points required for each Level 3-5 rating, programs must meet minimum levels of quality as measured by the appropriate Early Childhood Environment Rating Scale (ERS). Colorado Shines quality standards apply to all licensed child care centers, family child care homes, and district and charter-based preschool programs serving children prior to kindergarten entry. This rating system is a block and point system with Levels 1 and 2 based on meeting standards outlined in each block and Levels 3 through 5 based on an accumulation of points. Programs that meet current early education and care program-licensing criteria will receive a Level 1 quality rating. Level 1 demonstrates that a program is meeting licensing standards and holds a permanent license. If a program chooses not to pursue higher quality levels within Colorado Shines, then it will remain at a Level 1. There are no requirements that programs be rated beyond the licensing requirement of a Level 1.

## Quality Incentives and Program Supports

The Colorado Shines quality improvement incentives and program supports are based on license type (center/home) and number of classrooms. The Office of Early Childhood, Colorado Department of Human Services, sets funding amounts for quality improvement incentive awards. Actual funding amounts vary and may change based on the more prescriptive manner as outlined in the Early Childhood Council Strategic Plan, School-Readiness Plan and Quality Improvement Program Memorandum of Understanding (QI MOU) that is executed with each participating child care program. Quality improvement resources are based on available funding and may be prioritized to support the Office of Early Childhood strategic priorities.

Quality improvement incentives offered at Levels 1 and 2 include funding to support the readiness assessment, which determines a program's ability to meet the Levels 3 through 5 quality indicators as well as the programs quality improvement planning.

## Allowable Use of Quality Improvement Supports and Incentive Funding

All licensed program quality improvement supports and quality incentive funding must be linked to goals noted within the child care program Colorado Shines Quality Improvement Plan (QIP). Programs can choose to access coaching, professional development, temporary teacher funds, and early learning materials.

1. **Coaching** - Colorado Shines offers a coaching model that supports all five quality standards. Coaching includes intensive support offered by subject matter experts to enhance particular aspects of quality. This support can occur in person or remotely, for example via phone, email, or video conference. This model incorporates practice-based coaching which focuses on planning and goal setting, focused observation, reflection and sharing teaching practices. Coaches are required to hold a coaching credential to coach within this framework. Coaching rates include direct classroom coaching and indirect coaching activities (preparing, following up, logging coaching, travel, coach professional development).
2. **Professional Development and Temporary Teacher Funds** - Participating programs may utilize quality improvement funding to compensate for professional development activities for

**Exhibit C**

their staff. Allowable activities include qualifying Early Childhood Education college coursework, conferences, training, and substitute teacher reimbursement for professional development purposes.

3. **Early Learning Materials** - Classroom materials, such as non-consumable materials for the child care learning environment.
4. **Tiered Reimbursement** - Detail for the Tiered Reimbursement Plan shall be reflected in the Early Childhood Council(s) school-readiness plan in cases where tiered reimbursement will be included as a quality incentive strategy for licensed program grant awards. Colorado Shines Quality Improvement funding may only be used to augment existing provider rates for programs being supported at a Colorado Shines high quality (Levels 3-5).

Funds to support **capital improvements** in programs that serve infants and toddlers may be available through an application to and approval from the Office of Early Childhood, Colorado Department of Human Services. State approval depends on available funding and strength of the request.

### **Quality Incentive Funding Formula and Business Rules**

Quality improvement incentives are monetary awards within Colorado Shines which are generally intended to help support the costs of improving program quality and/or maintaining program quality. Quality improvement incentives are related to a program's Colorado Shines QIP, are conditioned on the achievement and advancement of quality levels in Colorado Shines, and are intentionally focused on the statewide priorities and goals. Awards are structured to encourage programs to engage in Colorado Shines, serve children with high needs, and improve quality.

Early Childhood Councils deploy the local delivery supports for the Colorado Shines Quality Rating and Improvement System supporting early learning programs to increase or maintain quality through the implementation of quality improvement activities. This includes program level support from Quality Improvement Navigators and Coaches.

All quality improvement incentive funding is accessible through a General Accounting Encumbrance (GAE), which is a payment structure whereby each participating Early Childhood Council contract will include the full amount of the GAE as a "not to exceed" statement and can draw down from the GAE with proper approval. Prioritization for funding is driven by State Department priorities and demand.

### **Business Processes for the Distribution and Tracking of the Incentives**

Early Childhood Councils serve as Quality Improvement Incentive Administrators for Colorado Shines. This is consistent across all quality improvement programs funded through the Office of Early Childhood, Colorado Department of Human Services.

The Colorado Shines technology system is integrated with the Professional Development Information System, ecConnect System, and other authoritative data sources to minimize self-report data and provide a coordinated end-user experience to child care programs. Quality Improvement Incentive Administrators will use the ecConnect System to administer the child care quality improvement applications, approve and allocate quality improvement incentive funds, close-out, and renew quality improvement programs. Internal controls and approval workflows have been built into the system to support compliance and the use of best practices for grant expenditure documentation and timesheet management. This allows for enhanced grant management oversight and analysis.

### **Initial and Ongoing Licensed Program Eligibility Criteria**

In order to be eligible and participate in a Colorado Shines quality improvement program, each early care and learning program must minimally meet the following requirements:

**Exhibit C**

1. Hold a current, permanent child care license and be in compliance with Head Start/Early Head Start regulations (where applicable).
2. Enroll children prior to kindergarten entry.
3. Hold a Colorado Shines Level 2 or higher at the time of application. Please see the Hardship Program Eligibility and Award section below for clarification if a program has not achieved a Level 2.
4. Maintain a Colorado Child Care Assistance Program (CCCAP) fiscal agreement AND indicate acceptance of CCCAP on the Colorado Shines program profile. Please see the Hardship Program Eligibility and Award section below for clarification if a program does not have a CCCAP fiscal agreement.
5. Submit an application for quality improvement and incentive supports within the Quality Improvement tab of the program profile within the program of the Colorado Shines Technology System.

**Hardship Program Eligibility and Award**

Licensed Programs rated in the Colorado Shines system can apply for a one-time hardship award for the following reasons, approved by the Office of Early Childhood, provided the program is serving a high needs population as defined in the School Readiness Quality Improvement Program Rules (7.716.12 CCR); and has a demonstrated hardship as follows:

1. The program is a Level 1, holds a CCCAP fiscal agreement and is actively making progress toward achieving a Level 2 quality rating in which additional funding would support Level 2 achievement or;
2. The program is a Level 2 or higher, unable to execute a CCCAP Fiscal agreement and additional funds would support the provider in entering into a CCCAP fiscal agreement or;
3. The program is a Level 2 and additional funds would support them to earn a high quality rating Level 3-5 by June 30, 2020 (a fiscal agreement is not required) or;
4. The program is a Level 3 through 5 with an expiration date before July 1, 2020 and additional funds would support the program earning their high quality rating by June 30, 2020 (a fiscal agreement is not required).

Licensed programs are only eligible for an award based on a hardship once during the current and future State Fiscal Years. Program awards for eligibility criteria 1 and 2 above, will be awarded fifty percent of the award amount when the Colorado Shines QI MOU is executed and the remaining award amount once the hardship issue has been resolved (Level 2 rating is earned or CCCAP fiscal agreement is in place and the program profile indicating the acceptance of CCCAP) Programs have a six month timeframe or until April 15, 2020 to meet these requirements, whichever is earlier. Program awards for eligibility criteria 3 and 4 above will result in the full award with when the Colorado Shines QI MOU is executed with the expectation the program earns a high quality rating Level 3-5 by June 30, 2020.

The funding for these applications is available from July 1, 2020 - December 31, 2020.

Once awarded, programs meeting eligibility criteria for 1 and 2 above must meet the following criteria in order to continue participation in a Colorado Shines quality improvement program:

1. Execute and comply with the QI MOU.
2. Achieve and maintain a Level 2 within five months or by April 15, 2020 whichever is earlier, of the QI MOU execution date.

**Exhibit C**

3. Meet QIP requirements by including the results of the Colorado Shines Readiness Assessment or program results of a Level 3 through 5 onsite assessment into the QIP.
4. Maintain a CCCAP fiscal agreement AND indicate acceptance of CCCAP on the Colorado Shines program profile.
5. Submit an application to be rated for Level 3-5 or attain a Level 3-5 alternative pathway within an 18-month period and maintain a high-quality Colorado Shines Level 3-5 rating.

Once awarded, programs meeting eligibility criteria for 3 and 4 above must earn a high quality rating Level 3-5 by June, 2020.

The Office of Early Childhood will be providing information regularly regarding eligible licensed programs, based on the above criteria.

**Early Learning Program Improvement in Rating to Maintain Eligibility**

Programs participating in the Colorado Shines quality improvement program must demonstrate specific and measurable gains in order to remain eligible. It is expected that programs at Level 1 or Level 2 submit for an onsite Colorado Shines assessment (Level 3-5 rating) within 18 months of signing a Memorandum of Understanding (MOU) with the Early Childhood Council. It is the responsibility of the program and the Early Childhood Council to monitor and submit for an onsite assessment timely. All programs are subject to the following expectations, based on their Colorado Shines level:

- Early childhood education programs that complete an onsite Colorado Shines assessment and earn a Level 2 must re-rate within an 18 month time period.
- Early childhood education programs that complete an onsite Colorado Shines assessment and earn a Level 3 must meet one of the following criteria in the subsequent onsite rating to maintain eligibility for funding:
  - Increase their average environment rating scale score; or,
  - Increase their total quality points earned; or,
  - Earn a Colorado Shines Level 4 or 5
- Early childhood education programs that earn a Colorado Shines Level 4 or 5 must maintain their Level 4 or 5

Early childhood education programs that do not maintain a Colorado Shines Level 3, 4, or 5 during a rating cycle must re-rate within 18 months.

**Other Program Eligibility as defined by State Priorities**

In the event other State priorities are identified, additional eligibility requirements for licensed programs may be defined for quality improvement supports and incentives.



# Overview of Expanding Quality in Infant Toddler Care Initiative Business Rules

## Program Overview

The EQ Initiative works to increase the quality and availability of high quality infant toddler care that meets the unique developmental need infants and toddlers have for responsive relationships through a specific focus on improving caregiver-child interactions. Activities include the facilitation of relationship-based, high quality professional development for infant and toddler early care educators (e.g. EQIT Course and EQ RELATE Coaching, LENA Grow), professionals serving infant toddler caregivers (e.g. EQ Infant Toddler Specialists), and supports for the provision of these including technical assistance to Early Childhood Councils and other partners. The primary activities of the EQ Initiative, the 48-hour EQIT Course and EQ RELATE Coaching, are facilitated through the local Early Childhood Council.

Early Childhood Councils must satisfy the following conditions in order to receive technical assistance to develop Infant Toddler Specialist capacity in the local community:

1. Describe the infant and/or toddler child care landscape including the presence of children under the age of three who participate in child care and/or the need for such care.
2. Describe the current capacity for providing relationship-based professional development, including EQ Initiative-certified Infant Toddler Specialist Trainers and Coaches.

Early Childhood Councils must satisfy the following conditions in order to implement the EQIT course and EQ RELATE Coaching:

1. Two approved EQIT Instructors who have completed the Infant Toddler Specialist Foundation Course (ITSFC) or the former EQIT Training of Trainers (TOT) are noted for each EQIT requested course.
2. EQIT instructors must hold a current Colorado Shines Professional Development Information System (PDIS) Trainer Credential by June 30, 2020.
3. Enrollment in each EQIT course is expected to include 20-25 participants in non-rural communities, and 12-16 in rural communities. Prior written approval from the EQ Initiative Program Manager is needed for smaller courses. Each course is expected to include 75% or more infant and toddler serving-professionals in the non-rural communities and 50% or more infant and toddler-serving professionals in rural communities. Prior written approval from the EQ Initiative Program Manager is needed for courses not serving primarily infant and toddler-serving professionals.
4. EQ RELATE Coaching can be provided when there is an approved coach who has been trained in using the EQ RELATE coaching model and holds a current Colorado Coaching Credential. EQ RELATE Coaching will be offered to all EQIT participants who serve infants and toddlers, with the expectation that each

**Exhibit D**

- infant toddler early care educator participating in EQIT receive a minimum of 3 hours of EQ RELATE Coaching. EQ RELATE Coaching can be offered within the 2 years following enrollment in an approved EQIT course.
5. EQIT Course and EQ RELATE Coaching may only be conducted using materials approved by the EQ Initiative. All 16 modules and the full 48 hours of instruction must be completed in-person for each EQIT Course.
  6. A budget including description of plan for use of registration fees received for EQIT courses has been provided to and approved by the EQ Initiative Program Manager. A fee of no more than \$50 can be charged per participant.
  7. Description of any college-level course credit connected with EQIT and a contact for the local credit-offering institution.

More detailed information about implementing EQIT courses and coaching can be found in the EQ Implementation Handbook.

Early Childhood Councils must satisfy the following conditions in order to implement other approved relationship-based professional development for infant and toddler early care educators:

1. One EQ Infant Toddler Specialist who has completed the Infant Toddler Specialist Foundation Course (ITSFC) or the former EQIT Training of Trainers (TOT) and holds a current Trainer Credential. If the approved opportunity includes coaching, the individual must also hold a current Coaching Credential.

### **Allowable Use of EQ Initiative Funding**

All Early Childhood Councils with qualified EQ Infant Toddler Specialists (employees or contractors) can access the EQ General Accounting Encumbrance (GAE) funds for the provision of high-quality, evidence-based professional development for infant toddler early care educators and infant toddler specialists to support the following:

1. **EQIT Course.** Allowable activities include payment of instructors, purchase of materials utilized during the EQIT course, registration expenses, planning and coordination expenses, EQIT course orientation, financial support for one or more EQ team members to participate in Early Childhood Council meetings to inform infant and toddler issues and activities. Approval is pending available funds and at the discretion of the State.
2. **EQ RELATE Coaching.** Coaching is reimbursed only for direct hours of coaching, defined as observation and reflection with infant toddler early care educators and directors of programs serving infants and toddlers, who are enrolled in approved EQIT courses or infant and toddler-focused professional development. Prior approval of the EQ Initiative program manager is required for any other use of funds designated for EQ RELATE Coaching. Approval is pending available funds and at the discretion of the State.
3. **Relationship-Based Professional Development.** Additional courses of training and coaching may be offered with pre-approval of the EQ Initiative program manager. Prior approval of the EQ Initiative program manager is required for use

**Exhibit D**

- of funds. Pre-approved coursework and coaching may include, and are not limited to LENA Grow, Touchpoints, Cradling Literacy, The Growing Brain Training, and Promoting First Relationships, and infant and toddler-focused professional development approved by both the Colorado Shines Training Alignment and the EQ Initiative Program Manager. EQ RELATE Coaching can be provided in response to all of these courses. Approval is pending available funds and at the discretion of the State.
4. **Professional Development.** Allowable activities for Infant Toddler Specialist professional development include attendance at and registration for approved conferences and trainings. Pre-approval for these requests is required and is based on available funding and is at the discretion of the State. An EQ Infant Toddler Specialist is someone who has completed foundational training and maintains minimum annual requirements with the EQ Initiative and can provide coaching and/or training in a local community.
  5. **Reflective Practice Supervision/Support.** Allowable activities include payment to Infant Toddler Specialists who provide EQ RELATE Coaching, for their time and/or to be applied to the provision of reflective practice supervision/support for those who do not otherwise have access to such support as is required to maintain their Colorado Coaching Credential. Pre-approval for these requests is required and is based on available funding and is at the discretion of the State.
  6. **Mileage/Travel Reimbursement.** Councils may request reimbursement for two categories of travel costs incurred by Infant Toddler Specialists. These requests must be pre-approved prior to the travel occurring. First, reimbursement for specialists providing EQ RELATE Coaching to EQIT participants who work more than 35 miles from the primary location of the specialist. Second, travel reimbursement for the Infant-Toddler Specialist to attend approved professional development opportunities. Pre-approval for these requests is required and is based on available funding and is at the discretion of the State.
  7. **EQIT Course Materials.** Funds may be requested to purchase required EQIT course materials. This does not include consumable materials such as EQIT Handout Packets or office supplies. Approval for EQIT course materials is pending available funds and at the discretion of the State.

**GAE Funding and Business Rules**

All EQ Initiative funding is accessible through a General Accounting Encumbrance (GAE). Each Early Childhood Council contract will include the full amount of the EQ GAE as a “not to exceed” statement and can draw down from the EQ GAE with proper approval. Prioritization for funding is driven by State Department priorities and demand. These funds will be available to councils so long as funding is available in the EQ GAE and councils have pre-approval for the expense where required. EQ Initiative funding is intended to support EQ Infant Toddler Specialists to provide evidence-based training and coaching to infant and toddler care providers and to build the capacity of the Infant Toddler Specialist Network in Colorado to serve those providers. Funds will be awarded through the GAE as follows:

**Exhibit D**

1. **EQIT Course.** Upon approval, Early Childhood Councils will be awarded \$4,500 for each course approved through the GAE. This includes funding to support administration for each course approved through the GAE. Administration activities include coordination, marketing, data collection and reporting efforts.
  - a. Prior approval is required to provide an EQIT course where 25% or more of the participants do not serve infants and toddlers in non-rural areas or 50% in rural areas, in addition to minimum course sizes of 12 in rural areas and 20 in non-rural areas.
2. **Coaching.** Upon approval, Early Childhood Councils will be awarded up to \$50 for each requested coaching hour. Included in this rate are the cost of the coaching, the costs of travel, reflective supervision, and participation in professional development for EQ Infant Toddler Specialists. Councils are responsible for ensuring all coaching hours are conducted in order to reimburse for coaching AND for associated costs. Councils are encouraged to seek other funding to supplement the hourly direct coaching rate, and the rate reimbursed by the state shall not exceed \$50/hour of coaching. Adjustments to coaching hours and coaching rate may occur in cases where the demand or capacity for coaching changes.
  - a. In order to be eligible to receive coaching, individuals must care for infants and toddlers and be/have been enrolled in an EQIT course and/or another EQ-Initiative approved course of professional development in the past 2 years.

**Invoice Process**

Payments for approved activities will be made from the GAE on a cost reimbursement basis. Reimbursement for coaching hours requires documentation that includes coaching hours provided to whom and by whom. This is documented via the EQ reporting spreadsheet. Councils are required to maintain quarterly reporting requirements for coaching hours.

Professional development, reflective supervision/consultation, mileage/travel, and EQIT course materials will be reimbursed based on budgets approved by the EQ Initiative Program Manager only. In order for funds to be released through the GAE, each Early Childhood Council must provide the following for each EQIT Course:

- a. Name of each Infant Toddler Specialist supporting the course, including a copy or other verification of a current Trainer Credential certificate.
- b. Name of each individual providing EQ RELATE coaching, including a copy or other verification of a current Coaching Credential certificate.
- c. Copy of advertisement materials (e.g., fliers, social media posts, newsletter blurbs, or websites).

**Exhibit D**

- d. An overview for the expected use of the EQIT Course GAE award. In cases where a Council is charging a registration fee, Councils are required to include a description for how these fees will be used. This information must be submitted using Exhibit EQ-B.

**Reporting Requirements**

Early Childhood Councils implementing EQ activities must report the following:

1. **Quarterly EQ RELATE Coaching Reports.** On a quarterly basis information for the completed coaching activities. Report includes name, contact information, employer and license number of the EQIT participant, number of coaching hours received, and name of coach. These reports are due (period of report): Oct 31 (July 1-Sept 30), Jan 31 (Oct 1- Dec 31), April 30 (Jan 1- March 31), June 15 and End of Year (April 1 – anticipated by June 30). EQ reporting spreadsheet must be used for this report.
2. **EQIT Courses.** Upon completion of each EQIT course, Early Childhood Councils must report the EQIT Course, enrollment counts, name of participant, role, program name and license number, any earned credit, for each individual. Individual data will be collected on the EQ reporting spreadsheet. Per course data including the number of people earning credit and the community college contact, the number enrolled and completing, number of infants and toddlers served by participants, the names of the course instructors, dates of the course. All course level data will be collected electronically.
3. **EQIT Course Certificate Request.** Upon completion of the EQIT course, Early Childhood Councils must request the issuance of an EQIT Course Certificate. Certificates may be requested up to two weeks in advance of the scheduled end date of the EQIT course and must be requested within two weeks following the scheduled end date of the courses.
4. Early Childhood Councils may also be required to provide other data as requested by EQ Initiative State team.

## HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as “Covered Entity” and the Contractor is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

### 1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information (“PHI”). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) enacted under the American Recovery and Reinvestment Act of 2009 (“ARRA”) Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and all other applicable laws and regulations, all as may be amended.

### 2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- a. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

### 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Permitted Uses and Disclosures.
  - i. Business Associate shall use and disclose PHI only to accomplish Business Associate’s obligations under the Contract.

**Exhibit E**

- i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
  - ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
    - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
    - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
  - iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.
- b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).
- c. Impermissible Uses and Disclosures.
  - i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
  - ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.
- d. Business Associate's Subcontractors.
  - i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
  - ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
  - iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such

**Exhibit E**

system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.

- f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.
  - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
  - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.
  - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
    - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
    - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
  - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
  - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.
- k. Audit, Inspection and Enforcement.
  - i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.



**Exhibit E**

- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

m. Safeguard During Transmission.

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

n. Reporting of Improper Use or Disclosure and Notification of Breach.

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.

**Exhibit E**

- iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.
- o. Business Associate's Insurance and Notification Costs.
  - i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
    - A. loss of PHI data;
    - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
    - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
  - ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
  - iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
  - iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.
- p. Subcontractors and Breaches.
  - i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.
  - ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.
- q. Data Ownership.
  - i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
  - ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

**Exhibit E**

- r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5 below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h above, for a period of six years.

**4. OBLIGATIONS OF COVERED ENTITY**

- a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes.
  - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
  - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

**5. TERMINATION**

- a. Breach.
  - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
  - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.
- b. Effect of Termination.
  - i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
  - ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
  - iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of

**Exhibit E**

Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

**6. INJUNCTIVE RELIEF**

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

**7. LIMITATION OF LIABILITY**

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

**8. DISCLAIMER**

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

**9. CERTIFICATION**

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

**10. AMENDMENT**

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
  - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
  - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain

**Exhibit E**

written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

- iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
- iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
  - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
  - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

## 11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

## 12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

## 13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

## APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

### 1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as “Reserved” shall be construed as setting forth no additional terms.

### 2. ADDITIONAL TERMS

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
  - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
  - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
  - i. Reserved.
- d. Definition of Receipt of PHI. Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
  - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
  - i. Reserved.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:
  - i. Reserved.

## 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](mailto: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. If Contractor has a legitimate need for additional funds, the 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 6th. Contractors who are unable to provide the invoice by July 6th 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](mailto: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 payment 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.

## 5. PARTICIPATION

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

## 6. 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.

## 7. 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. Budget adjustment requests over 10%, adding new expense lines, 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.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee will be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDHS. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDHS staff. This process will never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDHS program staff.

## 8. TRAVEL

A. Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>.

B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.

C. Hotel rates cannot exceed any rate established for conference attendance.

D. Usage of airfare or Out of State Travel requires pre-approval from CDHS.

## 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. 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.

## 12. 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>.

## 13. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

There are three types of GAE that shall be utilized for this Contract: Quality Improvement (QI), Expanding Quality in Infant and Toddler Care (EQIT); and Micro Grant (MG). All Early Childhood Councils shall have access to all GAE types. All expenditures against the GAEs require pre-approval from the Program.

### A. QUALITY IMPROVEMENT GENERAL ACCOUNTING ENCUMBRANCE (QI-GAE)

1. Payment for Quality Improvement (QI) to all contractors will be made as incurred, in whole or in part, from the total available funds not to exceed \$3,486,000 to be utilized for Quality Improvement that includes: coaching activities and coach training, professional development of staff, purchases of program specific materials, temporary teaching funds, and capital expenditures. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to QI funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of QI funds.
2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
3. Invoices shall be submitted separately for pre-approved QI expenditures.
  - a) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).

## **B. EXPANDING QUALITY IN INFANT TODDLER CARE GENERAL ACCOUNTING ENCUMBRANCE (EQIT-GAE)**

1. Payment for Expanding Quality in Infant Toddler Care (EQIT) to all contractors will be made as incurred, in whole or in part, from the total available funds not to exceed \$470,000 shall be utilized to support the following quality improvement efforts: deployment of the EQ Infant Toddler Specialist Network to provide evidence-based, infant toddler specific professional development, e.g. the Expanding Quality for Infant and Toddler (EQIT) 48-hour course, EQ Relate coaching for individuals completing the EQIT course, and support for the related costs of professional development for current and new infant toddler specialists. to be utilized for EQIT as outlined in **Exhibits A** – Statement of Work and **Exhibit D** – Overview of Expanding Quality in Infant Toddler Care Initiative Business Rules. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to EQIT funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of EQIT funds.
  - a) Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
  - b) Invoices shall be submitted separately for pre-approved EQIT expenditures.
  - c) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).
2. UP TO RATES (direct and indirect).

The indirect rate should not be bundled within the direct rate of an EQIT activity (course, coaching, data and reporting, etc.). In cases where a Council or fiscal agent charges an indirect rate, these charges should be reflected within the invoice and calculated based on actual expenses. The corrected rates include:

  - a) \$4,200 per EQIT Course;
  - b) \$300 per EQIT Course to support data and reporting; and
  - c) \$27 per hour for EQ RELATE Coaching.

Because this is a cost reimbursement contract, charges for these activities should be based on actual costs, but in no case should charges exceed the amounts noted for each activity.

### **3. PROGRAM INCOME**

In cases where an Early Childhood Council is charging fees to EQIT participants, this funding is considered program income. The program income must be documented and the agency must demonstrate how it is spent relative to the program.

**C. MICRO GRANT GENERAL ACCOUNTING ENCUMBRANCE (MG-GAE)**

1. Payment for Micro grants to all contractors shall be made as incurred, in whole or in part, from the total available funds not to exceed \$166,750 shall be used to support startup costs for licensed child care programs. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to Micro grant funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of Micro grant funds.
2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
3. Invoices shall be submitted separately for pre-approved Micro Grant expenditures.
  - a) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).

**EXHIBIT G - 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: **Douglas County School District RE-1;**
- ii. Subrecipient DUNS number: **039509609;**
- iii. The Federal Award Identification Number (FAIN) is **CCDF - G2001COCCDD; PDG - 90TP0054;**
- iv. The Federal award date is **CCDF - 11/07/2019 / PDG - 12/27/2019;**
- v. The subaward period of performance start date is **CCDF - 10/01/2019; PDG-12/31/2019** and end date is **CCDF - 09/30/2022; PDG - 12/30/2022;**
- 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
<b>FY21</b>	<b>CCDF - \$79,912*</b>	<b>CCDF - \$79,912*</b>  <b>*An appropriation for Quality Improvement (QI) and Expanding Quality in Infant Toddler Care (EQIT) General Accounting Encumbrance (GAE) is subject to appropriated funds not to exceed \$1,543,807 (CCDF - \$907,057 - QI GAE; CCDF - \$470,000 -EQIT GAE; PDG - \$166,750 MG - GAE) GAE funds shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 13.</b>	<b>CCDF - \$79,912*</b>

- vii. Federal award project description: **Child Care and Development Block Grant (CCDF); Colorado Preschool Development Grant (PDG);**
- viii. The name of the Federal awarding agency is **CCDF - Administration for Children & Families; PDG - Department of Health and Human Services, Administration for Children and Families;** 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 **Erin Mewhinney, Division of Early Care and Learning Director, 1575 Sherman Street, 1st Floor, Denver, CO 80203, erin.mewhinney@state.co.us, 303-866-5008;**
- ix. The Catalog of Federal Domestic Assistance (CFDA) number is **CCDF - 93.575; PDG - 93.434,** name is **CCDF - Child Care and Development Block Grant Act of 1990; PDG - ESSA Preschool Development Grants Birth through Five,** and dollar amount is **CCDF - \$6,157,206; PDG - \$14,523,560;**
- 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, Exhibit C - Overview of Colorado Shines Business Rules, Exhibit D - Overview of EQIT Initiative Business Rules; and Exhibit F - 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, Exhibit C - Overview of Colorado Shines Business Rules, Exhibit D - Overview of EQIT Initiative Business Rules; and Exhibit F - Additional Provisions.**
- 4) Subrecipient's approved indirect cost rate is **a CDHS negotiated rate of 4.34 %.**
- 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, Exhibit C - Overview of Colorado Shines Business Rules, Exhibit D - Overview of EQIT Initiative Business Rules; and Exhibit F - 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





## 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 and shall terminate on the termination of the Contract.

## 4. **PURPOSE**

Douglas County School District RE-1 shall be the fiscal agent for Douglas County Early Childhood Council. Statutorily Early Childhood Councils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level supports for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels. This amendment increases funds for SFY21, increases funds for the QI-GAE, EQIT-GAE and MC-GAE, and amends Exhibits B, C, F and G.

## 5. **MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

### A. **Increase the Contract Amount for SFY21 by \$15,467 from \$146,998\* to \$162,465\*.**

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.

### B. **Exhibit B – Budget**

Exhibit B – Amendment #1, which is attached and incorporated by this Amendment, shall replace Exhibit B of the Original Contract.

**C. Exhibit C – Colorado Shines Business Rules**

Exhibit C – Amendment #1, which is attached and incorporated by this Amendment, shall replace Exhibit C of the Original Contract.

**D. Exhibit F – Additional Provisions.**

Exhibit F – Amendment #1, which is attached and incorporated by this Amendment, shall replace Exhibit F of the Original Contract.

**E. Exhibit G – Supplemental Provisions for Federal Awards**

Exhibit G – Amendment #1, which is attached and incorporated by this Amendment, shall replace Exhibit G 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**

<b>Contractor Name</b>	Douglas County School District RE-1	<b>Program Contact Name and Title</b>	Sandra Gregory, DCECC Director
<b>Budget Period</b>	July 1, 2020 - June 30, 2021	<b>Phone</b>	720.560.7300
<b>Project Name</b>	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI)	<b>Email</b>	<a href="mailto:sandra.gregory@dcsdk12.org">sandra.gregory@dcsdk12.org</a>
		<b>Fiscal Contact Name and Title</b>	Rebekah Brooks
		<b>Phone</b>	720.433.1091
		<b>Email</b>	<a href="mailto:rebekah.brooks@dcsdk12.org">rebekah.brooks@dcsdk12.org</a>

Expenditure Categories							
Personnel Services - Salaried Employees							FY 2021
Position Title/ Employee Name	Description of Work and What is Included in Fringe Benefits	Gross or Annual Salary	Fringe	Total Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Total Amount Requested from CDHS
Grant Manager	FTE: salaried & fringe to manage the daily activities of DCECC and to achieve the outcomes of the annual Work Plan and SOW. Fringe Benefits include: PERA, Medicare, payroll taxes and long term disability insurance.	\$78,303	\$18,189	93.000%	\$ 43,421	\$ 46,316	\$ 89,737
DCSD Bookkeeper	Hourly: extra pay plus fringe benefits (Medicare & PERA). Duties: receives & processes SB invoices, P-Card Expenses, etc.	\$9,408	\$2,103	95.000%	\$ 5,180	\$ 5,756	\$ 10,936
Total Personnel Services (including fringe benefits)					\$ 48,601	\$ 52,072	\$ 100,673
Contractors/Consultants (payments to third parties or entities)							FY 2021
Name	Description of Item			ECSB	CSQI	Total Amount Requested from CDHS	
QI Navigators/Coaches	QI Navigation: outreach, TA support for all programs, L1-L5. QI coaching support at \$56/hr. to eligible L1-L5 grantees.			\$ -	\$ 43,705	\$ 43,705	
Total Contractors/Consultants				\$ -	\$ 43,705	\$ 43,705	
Travel							FY 2021
Item	Description of Item			ECSB	CSQI	Total Amount Requested from CDHS	
	No costs shall be reimbursed by CDHS for this category.						
Total Travel				\$ -	\$ -	\$ -	
Supplies & Operating Expenses							FY 2021
Item	Description of Item			ECSB	CSQI	Total Amount Requested from CDHS	
Incentive Funds	Incentive funds for providers to achieve CO Shines L3-5 ; funds to conduct assessments; purchase ECERS, ITERS, FCCERS manuals; materials to increase quality			\$ -	\$ 2,500	\$ 2,500	
COVID19 Support	Support providers with PPE/grants due to impact of COVID19			\$ -	\$ 1,500	\$ 1,500	
Office Supplies	Computer ink, general supplies, postage, mailing materials to providers			\$ 250	\$ 184	\$ 434	
Public Engagement	Promo Items, printing of resource materials, PE activities			\$ 1,236	\$ 775	\$ 2,011	
Scholarships, Grants	Provide scholarships/grants to ECE providers to increase education level and improve quality.			\$ -	\$ 1,776	\$ 1,776	
Reflective Supervision	Support DCECC QI coaches (\$27/hr.) with 1.5 hrs/mo. of reflective supervision from a credentialed RS coach (\$50/hr.)			\$ -	\$ 1,560	\$ 1,560	
Professional Development	Support DCECC QI coaches with credential renewals and PD trainings and courses			\$ -	\$ 2,400	\$ 2,400	
Total Supplies & Operating Expenses				\$ 1,486	\$ 10,695	\$ 12,181	
Training and Technical Assistance							FY 2021
Item	Description of Item			ECSB	CSQI	Total Amount Requested from CDHS	
	No costs shall be reimbursed by CDHS for this category.			\$ -	\$ -	\$ -	
Total Training and Technical Assistance				\$ -	\$ -	\$ -	
TOTAL DIRECT COSTS				\$ 50,087	\$ 106,472	\$ 156,559	
MODIFIED TOTAL DIRECT COSTS (MTDC)				\$ 50,087	\$ 85,991	\$ 136,078	
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. REMOVED SCHOLARSHIPS AND PORTION OF EACH SUBAWARD IN EXCESS OF \$25,000							
Indirect Costs							FY 2021
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]							
Item	Description of Item			ECSB	CSQI	Total Amount Requested from CDHS	
State Negotiated Rate	Fiscal agent fee 4.34%, approved by CDE, to support oversight/admin of council funds for 12 months.			\$ 2,174	\$ 3,732	\$ 5,906.00	
Total Indirect				\$ 2,174	\$ 3,732	\$ 5,906	
TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)				\$ 52,261			
TOTAL COLORADO SHINES QUIALITY IMPROVEMENT (CSQI)					\$ 110,204		
TOTAL AMOUNT REQUESTED FROM CDHS						\$ 162,465	
PERCENTAGE OF BUDGET BY PROJECT							FY 2021
				ECSB	CSQI	Total Percentage	
PERCENTAGE OF BUDGET BY PROJECT				32%	68%	100%	

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

# Colorado Shines Business Rules

## Colorado Shines Quality Rating and Improvement System

The Colorado Shines Quality Rating and Improvement System is the primary measure of the effectiveness of quality improvement activities. The Colorado Shines framework includes five standard areas that research has shown are related to program quality: Workforce and Professional Development; Family Partnerships; Leadership, Management and Administration; Learning Environment; and Child Health. In addition to accumulating the total number of points required for each Level 3-5 rating, programs must meet minimum levels of quality as measured by the appropriate Early Childhood Environment Rating Scale (ERS). Colorado Shines quality standards apply to all licensed child care centers, family child care homes, and district and charter-based preschool programs serving children prior to kindergarten entry. This rating system is a block and point system with Levels 1 and 2 based on meeting standards outlined in each block and Levels 3 through 5 based on an accumulation of points. Programs that meet current early care and education program-licensing criteria will receive a Level 1 quality rating. Level 1 demonstrates that a program is meeting licensing standards and holds a permanent license. If a program chooses not to pursue higher quality levels within Colorado Shines, then it will remain at a Level 1. Programs may choose to pursue higher quality levels 2 through 5..

## Quality Incentives and Program Supports

The Colorado Shines quality improvement incentives and program supports are based on license type (center/preschool/home) and number of classrooms. The Office of Early Childhood, Colorado Department of Human Services, sets funding amounts for quality improvement incentive awards. Actual funding amounts vary and may change based on the more prescriptive manner as outlined in the Early Childhood Council Strategic Plan, School-Readiness Plan and Quality Improvement Program Memorandum of Understanding (QI MOU) that is executed with each participating child care program. Quality improvement resources are based on available funding and may be prioritized to support the Office of Early Childhood strategic priorities.

Quality improvement incentives offered at Levels 1 and 2 include funding to support the readiness assessment, which determines a program's ability to meet the Level 3 through 5 quality indicators as well as the program's quality improvement planning.

## Allowable Use of Quality Improvement Supports and Incentive Funding

All licensed program quality improvement supports and quality incentive funding must be linked to goals noted within the child care program Colorado Shines Quality Improvement Plan (QIP). Programs can choose to access coaching, professional development, temporary teacher funds, and early learning materials.

1. **Coaching** - Colorado Shines offers a coaching model that supports all five quality standards. Coaching includes intensive support offered by subject matter experts to enhance particular aspects of quality. This support can occur in person or remotely, for example via phone, email, or video conference. This model incorporates practice-based coaching which focuses on planning and goal setting, focused observation, reflection and sharing teaching practices. Coaches are required to hold a coaching credential to coach within this framework. Coaching rates include direct classroom coaching and

indirect coaching activities (preparing, following up, logging coaching, travel, coach professional development).

2. **Professional Development and Temporary Teacher Funds** - Participating programs may utilize quality improvement funding to compensate for professional development activities for their staff. Allowable activities include qualifying Early Childhood Education college coursework, conferences, training, and substitute teacher reimbursement for professional development purposes.
3. **Early Learning Materials** - Classroom materials, such as non-consumable materials for the child care learning environment.
4. **Tiered Reimbursement** - Detail for the Tiered Reimbursement Plan shall be reflected in the Early Childhood Council(s) school-readiness plan in cases where tiered reimbursement will be included as a quality incentive strategy for licensed program grant awards. Colorado Shines Quality Improvement funding may only be used to augment existing provider rates for programs being supported at a Colorado Shines high quality (Levels 3-5).

Funds to support **Minor improvements** in programs that serve infants and toddlers may be available through an application to and approval from the Office of Early Childhood, Colorado Department of Human Services. State approval depends on available funding and strength of the request. Eligible programs must hold a Colorado Shines Level 2 or higher, have an active Colorado Child Care Assistance Program (CCCAP) fiscal agreement and meet requirements for CSQI-Targeted funds as outlined below.

### Quality Incentive Funding Formula and Business Rules

Quality improvement incentives are monetary awards within Colorado Shines which are generally intended to help support the costs of improving program quality and/or maintaining program quality. Quality improvement incentives are related to a program's Colorado Shines QIP, are conditioned on the achievement and advancement of quality levels in Colorado Shines, and are intentionally focused on the statewide priorities and goals. Awards are structured to encourage programs to engage in Colorado Shines, serve children with high needs, and improve program quality.

Early Childhood Councils deploy the local delivery supports for the Colorado Shines Quality Rating and Improvement System supporting early learning programs to increase or maintain quality through the implementation of quality improvement activities. This includes program level support from Quality Improvement Navigators and Coaches.

All quality improvement incentive funding is accessible through a General Accounting Encumbrance (GAE), which is a payment structure whereby each participating Early Childhood Council contract will include the full amount of the GAE as a "not to exceed" statement and can draw down from the GAE with proper approval. Prioritization for funding is driven by State Department priorities and demand.

### Business Processes for the Distribution and Tracking of the Incentives

Early Childhood Councils serve as Quality Improvement Incentive Administrators for Colorado Shines. This is consistent across quality improvement programs funded through the Office of Early Childhood, Colorado Department of Human Services.

The Colorado Shines technology system is integrated with the Professional Development Information System, ecConnect System, and other authoritative data sources to minimize self-report data and provide a coordinated end-user experience to child care programs. Quality Improvement Incentive Administrators will use the ecConnect System to administer the child care quality improvement applications, approve and allocate quality improvement incentive funds, close-out, and renew quality improvement programs. Internal controls and approval workflows have been built into the system to support compliance and the use of best practices for grant expenditure documentation and timesheet management. This allows for enhanced grant management oversight and analysis.

### **Colorado Shines Quality Improvement (CSQI-Targeted) Program Eligibility**

In order to be eligible and participate in the Colorado Shines quality improvement (CSQI-Targeted) program, each early care and learning program must meet eligibility requirements as outlined below. Each licensed program is eligible for one grant award per state fiscal year, pending available funding.

1. Hold a current, permanent child care license (Colorado Shines Level 1) and be in compliance with Head Start/Early Head Start regulations (where applicable).
2. Enroll Children prior to kindergarten entry.
3. Maintain a Colorado Child Care Assistance Program (CCCAP) fiscal agreement AND indicate acceptance of CCCAP on the Colorado Shines program profile.
4. Complete a quality improvement plan within the Colorado Shines technology system
5. Submit an application for quality improvement funds within the Quality Improvement tab of the Colorado Shines technology system.
6. Update their status in the Colorado Child Care portal

### **Colorado Shines Quality Improvement (CSQI-Expanded) Program Eligibility**

In order to be eligible and participate in the Colorado Shines quality improvement (CSQI) program, each early care and learning program must meet eligibility requirements as outlined below. Each licensed program is eligible for one grant award per state fiscal year, pending available funding.

1. Hold a current, permanent child care license (Colorado Shines Level 1) and be in compliance with Head Start/Early Head Start regulations (where applicable).
2. Enroll Children prior to kindergarten entry.
3. Serve children/families that meet the definition of high needs as outlined in the School Readiness Quality Improvement Plan (SRQIP) Rule.
4. Complete a quality improvement plan within the Colorado Shines technology system
5. Submit an application for quality improvement funds within the Quality Improvement tab of the Colorado Shines technology system.
6. Update status in the Colorado Child Care portal

Applications for available funding will follow the State Fiscal Year (SFY) as identified in Early Childhood Council contracts with the Colorado Department of Human Services.

**Early Learning Program Improvement in Rating to Maintain Eligibility**

Programs participating in the Colorado Shines quality improvement program must demonstrate specific and measurable gains in order to remain eligible. It is expected that programs at Level 1 will reach Level 2 and submit for a Colorado Shines Level 3-5 rating assessment within 24 months of signing a Memorandum of Understanding (MOU) with the Early Childhood Council. Level 2 programs must submit for a Colorado Shines rating assessment within 18 months of signing a Colorado Shines Quality Improvement MOU with the Early Childhood Council. It is the responsibility of the program and the Early Childhood Council to monitor and submit for a Colorado Shines rating assessment timely. All programs are subject to the following expectations, based on their Colorado Shines level:

- Early childhood education programs that complete a Colorado Shines Level 3-5 rating assessment and earn a Level 2 must re-rate within an 18 month time period.
- Early childhood education programs that complete a Colorado Shines Level 3-5 rating assessment and earn a Level 3 must meet one of the following criteria in the subsequent onsite rating to maintain eligibility for funding:
  - Increase their average environment rating scale score; or,
  - Increase their total quality points earned; or,
  - Earn a Colorado Shines Level 4 or 5
- Early childhood education programs that earn a Colorado Shines Level 4 or 5 must maintain a Level 4 or 5

Early childhood education programs that do not maintain a Colorado Shines Level 3, 4, or 5 during a rating cycle must re-rate within 18 months.

**Other Program Eligibility as defined by State Priorities**

In the event other State priorities are identified, additional eligibility requirements for licensed programs may be defined for quality improvement supports and incentives.



## 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](mailto: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. If Contractor has a legitimate need for additional funds, the 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 6th. Contractors who are unable to provide the invoice by July 6th 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](mailto: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 payment 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.

## **5. PARTICIPATION**

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

## **6. 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.

## **7. 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. Budget adjustment requests over 10%, adding new expense lines, 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.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee will be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDHS. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDHS staff. This process will never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDHS program staff.

## **8. TRAVEL**

A. Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>.

B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.

C. Hotel rates cannot exceed any rate established for conference attendance.

D. Usage of airfare or Out of State Travel requires pre-approval from CDHS.

## **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. 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.

**12. 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>.

**13. GENERAL ACCOUNTING ENCUMBRANCE (GAE)**

There are three types of GAE that shall be utilized for this Contract: Quality Improvement (QI), Expanding Quality in Infant and Toddler Care (EQIT); and Micro Grant (MG). All Early Childhood Councils shall have access to all GAE types. All expenditures against the GAEs require pre-approval from the Program.

**A. QUALITY IMPROVEMENT GENERAL ACCOUNTING ENCUMBRANCE (QI-GAE)**

1. Payment for Quality Improvement (QI) to all contractors will be made as incurred, in whole or in part, from the total available funds to be utilized for Quality Improvement that includes: coaching activities and coach training, professional development of staff, purchases of program specific materials, temporary teaching funds, and capital expenditures. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to QI funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of QI funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
3. Invoices shall be submitted separately for pre-approved QI expenditures.

- a) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).

**B. EXPANDING QUALITY IN INFANT TODDLER CARE GENERAL ACCOUNTING ENCUMBRANCE (EQIT-GAE)**

1. Payment for Expanding Quality in Infant Toddler Care (EQIT) to all contractors will be made as incurred, in whole or in part, from the total available funds shall be utilized to support the following quality improvement efforts: deployment of the EQ Infant Toddler Specialist Network to provide evidence-based, infant toddler specific professional development, e.g. the Expanding Quality for Infant and Toddler (EQIT) 48-hour course, EQ Relate coaching for individuals completing the EQIT course, and support for the related costs of professional development for current and new infant toddler specialists. to be utilized for EQIT as outlined in **Exhibits A – Statement of Work and Exhibit D – Overview of Expanding Quality in Infant Toddler Care Initiative Business Rules**. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to EQIT funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of EQIT funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
  - b) Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
  - c) Invoices shall be submitted separately for pre-approved EQIT expenditures.
  - d) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).
2. UP TO RATES (direct and indirect).

The indirect rate should not be bundled within the direct rate of an EQIT activity (course, coaching, data and reporting, etc.). In cases where a Council or fiscal agent charges an indirect rate, these charges should be reflected within the invoice and calculated based on actual expenses. The corrected rates include:

  - a) \$4,200 per EQIT Course;
  - b) \$300 per EQIT Course to support data and reporting; and
  - c) \$27 per hour for EQ RELATE Coaching.

Because this is a cost reimbursement contract, charges for these activities should be based on actual costs, but in no case should charges exceed the amounts noted for each activity.

**3. PROGRAM INCOME**

In cases where an Early Childhood Council is charging fees to EQIT participants, this funding is considered program income. The program income must be documented and the agency must demonstrate how it is spent relative to the program.

**C. MICRO GRANT GENERAL ACCOUNTING ENCUMBRANCE (MG-GAE)**

1. Payment for Micro grants to all contractors shall be made as incurred, in whole or in part, from the total available funds shall be used to support startup costs for licensed child care programs. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to Micro grant funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of Micro grant funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
3. Invoices shall be submitted separately for pre-approved Micro Grant expenditures.
  - a) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).

**EXHIBIT G - Amendment #1 - 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: **Douglas County School District RE-1;**
- ii. Subrecipient DUNS number: **039509609;**
- iii. The Federal Award Identification Number (FAIN) is **CCDF - 2001COCCDF; PDG - 90TP0054;**
- iv. The Federal award date is **CCDF - 07/08/2020 / PDG - 12/27/2019;**
- v. The subaward period of performance start date is **CCDF - 10/01/2019; PDG-12/31/2019** and end date is **CCDF - 09/30/2022; PDG - 12/30/2022;**
- 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
<b>FY21</b>	<b>CCDF - \$92,379*</b>	<b>CCDF - \$92,379*</b>  <b>*An appropriation for Quality Improvement (QI); Expanding Quality in Infant Toddler Care (EQIT); and Micro Grant (MG) General Accounting Encumbrance (GAE) is subject to appropriated funds not to exceed \$4,238,153 (QI GAE = CCDF - \$3,324,057 and PDG - \$20,000; EQIT GAE = CCDF - \$470,000; and MG GAE = PDG - \$424,096) GAE funds shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 13.</b>	<b>CCDF - \$92,379*</b>

- vii. Federal award project description: **Child Care and Development Block Grant (CCDF); Colorado Preschool Development Grant (PDG);**
- viii. The name of the Federal awarding agency is **CCDF - Administration for Children & Families; PDG - Department of Health and Human Services, Administration for Children and Families;** 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 **Erin Mewhinney, Division of Early Care and Learning Director, 1575 Sherman Street, 1st Floor, Denver, CO 80203, erin.mewhinney@state.co.us, 303-866-5008;**

- ix. The Catalog of Federal Domestic Assistance (CFDA) number is **CCDF - 93.575; PDG - 93.434**, name is **CCDF - Child Care and Development Block Grant Act of 1990; PDG - ESSA Preschool Development Grants Birth through Five**, and dollar amount is **CCDF - \$63,714,317; PDG - \$14,523,560**;
  - 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, Exhibit C - Overview of Colorado Shines Business Rules, Exhibit D - Overview of EQIT Initiative Business Rules; and Exhibit F - 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, Exhibit C - Overview of Colorado Shines Business Rules, Exhibit D - Overview of EQIT Initiative Business Rules; and Exhibit F - Additional Provisions.**
  - 4) Subrecipient's approved indirect cost rate is **a CDHS negotiated rate of 4.34 %.**
  - 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, Exhibit C - Overview of Colorado Shines Business Rules, Exhibit D - Overview of EQIT Initiative Business Rules; and Exhibit F - 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



## 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 and shall terminate on the termination of the Contract.

## 4. PURPOSE

Douglas County School District RE-1 shall be the fiscal agent for Douglas County Early Childhood Council. Statutorily Early Childhood Councils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level supports for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels. This amendment decreases funds for SFY21 and amends Exhibits B, F and G.

## 5. MODIFICATIONS

The Contract and all prior amendments thereto (Original Contract CMS 21 IHIA 159823; Amendment #1 CMS 21 IHIA 164839), are modified as follows:

### A. **Decrease the Contract Amount for SFY21 by \$4,572 from \$162,465\* to \$157,893\*.**

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.

### B. **Exhibit B – Budget**

Exhibit B – Amendment #2, which is attached and incorporated by this Amendment, shall replace Exhibit B – Amendment #1 of the Original Contract.

**C. Exhibit F – Additional Provisions.**

Exhibit F – Amendment #2, which is attached and incorporated by this Amendment, shall replace Exhibit F – Amendment #1 of the Original Contract.

**D. Exhibit G – Supplemental Provisions for Federal Awards**

Exhibit G – Amendment #2, which is attached and incorporated by this Amendment, shall replace Exhibit G – Amendment #1 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**

<b>Contractor Name</b>	Douglas County School District RE-1
<b>Budget Period</b>	July 1, 2020 - June 30, 2021
<b>Project Name</b>	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI)

<b>Program Contact Name and Title</b> Phone Email	Sandra Gregory, DCECC Director 720.560.7300 <a href="mailto:sandra.gregory@dcsdk12.org">sandra.gregory@dcsdk12.org</a>
<b>Fiscal Contact Name and Title</b> Phone Email	Rebekah Brooks 720.433.1091 <a href="mailto:rebekah.brooks@dcsdk12.org">rebekah.brooks@dcsdk12.org</a>

Expenditure Categories							
Personnel Services - Salaried Employees							FY 2021
Position Title/ Employee Name	Description of Work and What is Included in Fringe Benefits	Gross or Annual Salary	Fringe	Total Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Total Amount Requested from CDHS
Grant Manager	FTE: salaried & fringe to manage the daily activities of DCECC and to achieve the outcomes of the annual Work Plan and SOW. Fringe Benefits include: PERA, Medicare, payroll taxes and long term disability insurance.	\$78,303	\$18,189	93.000%	\$ 43,421	\$ 46,316	\$ 89,737
DCSD Bookkeeper	Hourly: extra pay plus fringe benefits (Medicare & PERA). Duties: receives & processes SB invoices, P-Card Expenses, etc.	\$10,359	\$2,376	95.489%	\$ 5,180	\$ 6,980	\$ 12,160
Total Personnel Services (including fringe benefits)					\$ 48,601	\$ 53,296	\$ 101,897
Contractors/Consultants (payments to third parties or entities)							FY 2021
Name	Description of Item	ECSB		CSQI		Requested from CDHS	
QI Navigators/Coaches	QI Navigation: outreach, TA support for all programs, L1-L5. QI coaching support at \$56/hr. to eligible L1-L5 grantees.	\$ -		\$ 43,593		\$ 43,593	
Total Contractors/Consultants					\$ -	\$ 43,593	\$ 43,593
Travel							FY 2021
Item	Description of Item	ECSB		CSQI		Requested from CDHS	
	No costs shall be reimbursed by CDHS for this category.	\$ -		\$ -		\$ -	
Total Travel					\$ -	\$ -	\$ -
Supplies & Operating Expenses							FY 2021
Item	Description of Item	ECSB		CSQI		Requested from CDHS	
Incentive Funds	Incentive funds for providers to achieve CO Shines L3-5 ; funds to conduct assessments; purchase ECERS, ITERS, FCCERS manuals; materials to increase quality	\$ -		\$ 2,375		\$ 2,375	
Office Supplies	Computer ink, general supplies, postage, mailing materials to providers	\$ 250		\$ 100		\$ 350	
Public Engagement	Promo Items, printing of resource materials, PE activities	\$ 1,236		\$ 777		\$ 2,013	
Scholarships, Grants	Provide scholarships/grants to ECE providers to increase education level and improve quality.	\$ -		\$ 700		\$ 700	
Professional Development	Support DCECC QI coaches with credential renewals and PD trainings and courses	\$ -		\$ 1,200		\$ 1,200	
Total Supplies & Operating Expenses					\$ 1,486	\$ 5,152	\$ 6,638
Training and Technical Assistance							FY 2021
Item	Description of Item	ECSB		CSQI		Requested from CDHS	
	No costs shall be reimbursed by CDHS for this category.	\$ -		\$ -		\$ -	
Total Training and Technical Assistance					\$ -	\$ -	\$ -
TOTAL DIRECT COSTS					\$ 50,087	\$ 102,041	\$ 152,128
MODIFIED TOTAL DIRECT COSTS (MTDC)					\$ 50,087	\$ 82,748	\$ 132,835
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. REMOVED SCHOLARSHIPS AND PORTION OF EACH SUBAWARD IN EXCESS OF \$25,000							
Indirect Costs							FY 2021
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]							
Item	Description of Item	ECSB		CSQI		Requested from CDHS	
State Negotiated Rate	Fiscal agent fee 4.34%, approved by CDE, to support oversight/admin of council funds for 12 months.	\$ 2,174		\$ 3,591		\$ 5,765.00	
Total Indirect					\$ 2,174	\$ 3,591	\$ 5,765
TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)					\$ 52,261		
TOTAL COLORADO SHINES QUALITY IMPROVEMENT (CSQI)					\$ 105,632		
TOTAL AMOUNT REQUESTED FROM CDHS							\$ 157,893
PERCENTAGE OF BUDGET BY PROJECT							FY 2021
					ECSB	CSQI	Total Percentage
PERCENTAGE OF BUDGET BY PROJECT					33%	67%	100%

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

## 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](mailto: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 vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.
- D. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDHS. If Contractor has a legitimate need for additional funds, the 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.
- E. Timely Invoicing - Invoices shall be submitted no later than 30 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](mailto: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.



- F.** The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- G.** 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.
- H.** The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor.

## **5. PARTICIPATION**

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

## **6. 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.

## **7. 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. Budget adjustment requests over 10%, adding new expense lines, 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.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee will be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDHS. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDHS staff. This process will never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDHS program staff.

## **8. TRAVEL**

- A.** Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>.
- B.** Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.
- C.** Hotel rates cannot exceed any rate established for conference attendance.
- D.** Usage of airfare or Out of State Travel requires pre-approval from CDHS.

**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. 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.

**12. 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>.

**13. GENERAL ACCOUNTING ENCUMBRANCE (GAE)**

There are three types of GAE that shall be utilized for this Contract: Quality Improvement (QI), Expanding Quality in Infant and Toddler Care (EQIT); and Micro Grant (MG). All Early Childhood Councils shall have access to all GAE types. All expenditures against the GAEs require pre-approval from the Program.

**C. QUALITY IMPROVEMENT GENERAL ACCOUNTING ENCUMBRANCE (QI-GAE)**

- 1. Payment for Quality Improvement (QI) to all contractors will be made as incurred, in whole or in part, from the total available funds to be utilized for Quality Improvement that includes: coaching activities and coach training, professional development of staff, purchases of program specific materials, temporary teaching funds, and capital expenditures. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to QI funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of QI funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.

2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
3. Invoices shall be submitted separately for pre-approved QI expenditures.
  - a) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).

**D. EXPANDING QUALITY IN INFANT TODDLER CARE GENERAL ACCOUNTING ENCUMBRANCE (EQIT-GAE)**

1. Payment for Expanding Quality in Infant Toddler Care (EQIT) to all contractors will be made as incurred, in whole or in part, from the total available funds shall be utilized to support the following quality improvement efforts: deployment of the EQ Infant Toddler Specialist Network to provide evidence-based, infant toddler specific professional development, e.g. the Expanding Quality for Infant and Toddler (EQIT) 48-hour course, EQ Relate coaching for individuals completing the EQIT course, and support for the related costs of professional development for current and new infant toddler specialists. to be utilized for EQIT as outlined in **Exhibits A – Statement of Work and Exhibit D – Overview of Expanding Quality in Infant Toddler Care Initiative Business Rules**. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to EQIT funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of EQIT funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
  - b) Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
  - c) Invoices shall be submitted separately for pre-approved EQIT expenditures.
  - d) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).
2. UP TO RATES (direct and indirect).  
The indirect rate should not be bundled within the direct rate of an EQIT activity (course, coaching, data and reporting, etc.). In cases where a Council or fiscal agent charges an indirect rate, these charges should be reflected within the invoice and calculated based on actual expenses. The corrected rates include:
  - a) \$4,200 per EQIT Course;
  - b) \$300 per EQIT Course to support data and reporting; and
  - c) \$27 per hour for EQ RELATE Coaching.

Because this is a cost reimbursement contract, charges for these activities should be based on actual costs, but in no case should charges exceed the amounts noted for each activity.

**3. PROGRAM INCOME**

In cases where an Early Childhood Council is charging fees to EQIT participants, this funding is considered program income. The program income must be documented and the agency must demonstrate how it is spent relative to the program.

**E. MICRO GRANT GENERAL ACCOUNTING ENCUMBRANCE (MG-GAE)**

1. Payment for Micro grants to all contractors shall be made as incurred, in whole or in part, from the total available funds shall be used to support startup costs for licensed child care programs. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to Micro grant funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of Micro grant funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
3. Invoices shall be submitted separately for pre-approved Micro Grant expenditures.
  - a) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).

**EXHIBIT G - Amendment #2 - 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: **Douglas County School District RE-1;**
- ii. Subrecipient DUNS number: **039509609;**
- iii. The Federal Award Identification Number (FAIN) is **CCDF - 2001COCCDF; PDG - 90TP0054;**
- iv. The Federal award date is **CCDF - 07/08/2020 / PDG - 12/27/2019;**
- v. The subaward period of performance start date is **CCDF - 10/01/2019; PDG-12/31/2019** and end date is **CCDF - 09/30/2022; PDG - 12/30/2022;**
- 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
<b>FY21</b>	<b>CCDF - \$91,189*</b>	<b>CCDF - \$91,189*</b>  <b>*An appropriation for Quality Improvement (QI); Expanding Quality in Infant Toddler Care (EQIT); and Micro Grant (MG) General Accounting Encumbrance (GAE) is subject to appropriated funds not to exceed \$4,238,153 (QI GAE = CCDF - \$3,324,057 and PDG - \$20,000; EQIT GAE = CCDF - \$470,000; and MG GAE = PDG - \$424,096) GAE funds shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 13.</b>	<b>CCDF - \$91,189*</b>

- vii. Federal award project description: **Child Care and Development Block Grant (CCDF); Colorado Preschool Development Grant (PDG);**
- viii. The name of the Federal awarding agency is **CCDF - Administration for Children & Families; PDG - Department of Health and Human Services, Administration for Children and Families;** 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 **Erin Mewhinney, Division of Early Care and Learning Director, 1575 Sherman Street, 1st Floor, Denver, CO 80203, erin.mewhinney@state.co.us, 303-866-5008;**

- ix. The Catalog of Federal Domestic Assistance (CFDA) number is **CCDF - 93.575; PDG - 93.434**, name is **CCDF - Child Care and Development Block Grant Act of 1990; PDG - ESSA Preschool Development Grants Birth through Five**, and dollar amount is **CCDF - \$63,714,317; PDG - \$14,523,560**;
  - 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, Exhibit C - Overview of Colorado Shines Business Rules, Exhibit D - Overview of EQIT Initiative Business Rules; and Exhibit F - 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, Exhibit C - Overview of Colorado Shines Business Rules, Exhibit D - Overview of EQIT Initiative Business Rules; and Exhibit F - Additional Provisions.**
  - 4) Subrecipient's approved indirect cost rate is **a CDHS negotiated rate of 4.34 %.**
  - 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, Exhibit C - Overview of Colorado Shines Business Rules, Exhibit D - Overview of EQIT Initiative Business Rules; and Exhibit F - 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

# INTERGOVERNMENTAL CONTRACT AMENDMENT #3

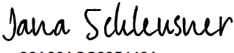


## SIGNATURE AND COVER PAGE

<b>State Agency</b> Colorado Department of Human Services Office of Early Childhood Division of Early Care and Learning 1575 Sherman Street, 1 <sup>st</sup> Floor Denver, CO 80203	<b>Original Contract Number</b> 21 IHIA 159823
<b>Contractor</b> Douglas County School District RE – 1 3950 Trail Boss Lane Castle Rock, CO 80104	<b>Amendment Contract Number</b> 22 IHIA 167973
<b>Current Contract Maximum Amount</b> <b>Initial Term</b> State Fiscal Year 2021 <span style="float: right;">\$157,893*</span> *Three General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: <ul style="list-style-type: none"> <li>Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed \$5,506,000</li> <li>Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed \$511,134</li> <li>Micro Grant (MG) – the maximum amount payable for MG-GAE is subject to appropriated funds, not to exceed \$424,096</li> </ul> The QI-GAE, EQIT-GAE, and MG-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE). <b>Extension Terms</b>  State Fiscal Year 2022 <span style="float: right;">\$157,893*</span> *Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: <ul style="list-style-type: none"> <li>Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed \$5,529,201</li> <li>Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed \$512,400</li> </ul> The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).  Total for All State Fiscal Years <span style="float: right;">\$315,786*</span>	<b>Contract Performance Beginning Date</b> July 1, 2020
	<b>Current Contract Expiration Date</b> June 30, 2022

Signature Page begins on next page →

**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.

<p align="center"><b>CONTRACTOR</b></p> <p align="center">Douglas County School District RE - 1</p> <p>DocuSigned by:    <small>96A80ACC395448A...</small>  By: Jana Schleusner, Director of Finance</p> <p>Date: <u>5/20/2021</u></p>	<p align="center"><b>STATE OF COLORADO</b></p> <p align="center">Jared Polis, Governor  Colorado Department of Human Services  Michelle Barnes, Executive Director</p> <p>DocuSigned by:    <small>F11A91F07B444C81...</small>  By: Lisa Castiglia, Chief Finance Officer/Director, Division of Operations, Office of Early Childhood</p> <p>Date: <u>5/20/2021</u></p>
<p>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.</p> <p align="center"><b>STATE CONTROLLER</b>  <b>Robert Jaros, CPA, MBA, JD</b></p> <p>DocuSigned by:    <small>D2A31DEB019C41B...</small>  By: <u>Andrea Eurich / Janet Miks / Toni Williamson</u></p> <p>Amendment Effective Date: <u>5/20/2021</u></p>	

## 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 July 1, 2021, whichever is later, and shall terminate on the termination of the Contract.

## 4. **PURPOSE**

Douglas County School District RE-1 shall be the fiscal agent for Douglas County Early Childhood Council. Statutorily Early Childhood Councils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level supports for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels. This amendment extends and increases funds for SFY22, increases funds for the QI-GAE and EQIT-GAE, and amends Exhibits A, B, C, D, F and G.

## 5. **MODIFICATIONS**

The Contract and all prior amendments thereto (Original Contract CMS 21 IHIA 159823; Amendment #1 CMS 21 IHIA 164839; Amendment #2 CMS 21 IHIA 167441) are modified as follows:

### A. **Extend the Contract Expiration Date from June 30, 2021 to June 30, 2022**

The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

- B. Increase the Contract Amount for SFY22 by \$157,893\* and Increases the Maximum Amount for All State Fiscal Years from \$157,893\* to \$315,786\*.**

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.

- C. Exhibit A – Statement of Work**

Exhibit A – Amendment #3, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

- D. Exhibit B – Budget**

Exhibit B – Amendment #3, which is attached and incorporated by this Amendment, shall be added to Exhibit B of the Original Contract.

- E. Exhibit C – Colorado Shines Business Rules**

Exhibit C is hereby removed from the Contract.

- F. Exhibit D – Overview of Expanding Quality in Infant Toddler Care Initiative Business Rules**

Exhibit D is hereby removed from the Contract.

- G. Exhibit F – Additional Provisions.**

Exhibit F – Amendment #3, which is attached and incorporated by this Amendment, shall replace Exhibit F – Amendment #2 of the Original Contract.

- H. Exhibit G – Supplemental Provisions for Federal Awards**

Exhibit G – Amendment #3, which is attached and incorporated by this Amendment, shall be added to Exhibit G 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.

**STATEMENT OF WORK (SOW)**

EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)  
COLORADO SHINES QUALITY IMPROVEMENT (CSQI)  
EXPANDING QUALITY IN INFANT TODDLER CARE INITIATIVE (EQIT)

**DOUGLAS COUNTY SCHOOL DISTRICT RE-1**

**3950 TRAIL BOSS LANE  
CASTLE ROCK, CO 80104**

**AS FISCAL AGENT FOR:**

**DOUGLAS COUNTY EARLY CHILDHOOD COUNCIL (DCECC)**

**JULY 1, 2021 – JUNE 30, 2022**

**Exhibit A – Amendment #3****INTRODUCTION/BACKGROUND**

Colorado House Bill 17-1062 authorized the creation of Colorado's Early Childhood Councils (ECC). The intent of the ECCs as stated in the legislation is to “improve and sustain the availability, accessibility, capacity and quality of early childhood services for children and families throughout the state.” According to the legislation, these Councils were established “for the purpose of developing and ultimately implementing a comprehensive system of early childhood services to ensure the school readiness of children five years of age or younger in the community.” ECCs are partners in implementing quality initiatives in child care, funded by federal and state funding streams.

Together, the Early Childhood Councils throughout the state serve to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. These services shall support children eight (8) years of age or younger and their parents in a manner that is responsive to local needs and conditions.

**STATEMENT OF WORK**

The Douglas County School District through the Douglas County Early Childhood Council (DCECC) works to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services, for children 8 years and younger, in the areas of: early care and education, family support, mental health, and health. This Statement of Work was developed to reflect State Department priorities and performance standards to increase the quality, accessibility, and equity of early childhood services for children and their parents. This Statement of Work encompasses the priorities in two grant areas: Early Childhood Council Systems Building Grant and the Colorado Shines Quality Improvement Supports Grant.

This statement of work is intended to detail the following State priorities and performance standards:

1. Develop and execute a strategic plan that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity and affordability of early childhood services for children and their parents.
2. Conduct a comprehensive evaluation and report its local progress, based on the needs and goals set for program performance, utilizing the results of the accountability measures as defined in the strategic plan.
3. Apply for early childhood funding pursuant to 26-6.6-104 , utilizing a fiscal agent to disperse funds and serve as the employer of the Council Director, once hired. an annual budget.
4. Actively inform and include small or under-represented early childhood service providers in Early Childhood activities and functions.
5. Details about how DCECC shall support the promotion and engagement of key activities related to the Colorado Shines Quality Rating and Improvement System in partnership with the county health department of human services/social services and the larger council membership to include community dispersion of high quality CCCAP and increasing the number of children served in high quality programs..

**PERIOD OF PERFORMANCE**

July 1, 2021- June 30, 2022

Disclaimer: Any dates in the statement of work or other exhibit that extend beyond the Contract Expiration Date are for planning and informational purposes only, and do not formally extend the Contract Expiration Date.



**Exhibit A – Amendment #3****WORK PLAN**

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	DCECC shall develop and execute a strategic plan that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity and affordability of early childhood services for children and their parents.				
Key Activity A: Implement DCECC’s strategic plan that responds to local needs and conditions					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
DCECC Executive Committee reviews FY20-23 DCECC Strategic Plan	July 1, 2021-June 30, 2022	1) DCECC Strategic Plan is executed in Sept. 2021 after extensive review by DCECC Executive Committee. 2) DCECC Strategic Plan is authorized by OEC in accordance with sections 7.717.5, C & D. 3) DCECC Strategic Plan is made available to the Douglas County community via the DCECC website by Sept. 2021	Meeting Minutes Strategic Plan DCECC Website	DCECC Director Executive Committee Webmaster	SB: Personnel SB: Contractors
Annual work plan shall be reviewed and updated	July 1, 2021-June 30, 2022	1) Annual work plan contains updated strategies/activities to reflect DCECC Strategic Plan goals and current direction of OEC 2) Annual work plan (internal document) is reviewed and approved by DCECC Executive Committee in Oct. 2021	Meeting Minutes Strategic Plan Annual Work Plan	DCECC Director Executive Committee	SB: Personnel
Key Activity B: Assess if the outcomes (i.e. quality, accessibility, capacity and affordability) are meeting the local needs of the Douglas County community					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Define outcomes for “quality, accessibility, capacity, and affordability” as it relates to Douglas County community	July 1, 2021-June 30, 2022	DCECC Executive Committee meet and agree on definitions of outcomes by Oct. 2021	Meeting Minutes	DCECC Director Executive Committee	SB: Personnel
Determine next steps about how outcomes may or may not be meeting the local needs and conditions	July 1, 2021-June 30, 2022	Review Needs Assessments and local data by Oct. 2021	2019 Douglas County Early Childhood Needs Assessment 2020 HB1451 CMP Community Needs Assessment	DCECC Director Executive Committee HB1451 CMP	SB: Personnel

**Exhibit A – Amendment #3**

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	DCECC shall establish a local system of accountability to measure progress based on the needs and goals set for program performance.				
Key Activity A: Determine local system of accountability measures					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
DCECC Executive Committee shall develop a system of accountability that is aligned with DCECC Strategic Plan	July 1, 2021-June 30, 2022	Evaluation methodologies/tools and timelines written into a Data/Evaluation Plan by Aug. 2021	Accountability Measures Data & Evaluation Plan Data Tools Meeting Minutes	DCECC Director Evaluation Consultant DCECC Evaluation Workgroup	SB: Personnel SB: Contractor
Track accountability measures to evaluate progress, slippage, barriers, new opportunities	July 1, 2021-June 30, 2022	Data outcomes shall be reviewed and discussed quarterly at Executive Committee meetings Oct. 2021, Feb. 2022, June 2022)	Accountability Measures Meeting Minutes	DCECC Director DCECC Executive Committee Evaluation Consultant DCECC Evaluation Workgroup	SB: Personnel SB: Contractor
Develop a means to publicly make the accountability efforts and outcomes known to the community	July 1, 2021-June 30, 2022	Community Report shall be developed and released by June 2022.	Accountability Measures Data & Evaluation Plan Meeting Minutes Community Report DCECC Website	DCECC Director DCECC Executive Committee Evaluation Consultant DCECC Evaluation Workgroup Webmaster	SB: Personnel SB: Contractor
Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	DCECC reports annually the results of the accountability measures defined in the strategic plan.				
Key Activity A: Analyze accountability measures.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Analyze and explain data with review by some key stakeholders.	July 1, 2021 - June 30, 2022	Data shall be analyzed and explanations developed by June 30, 2022	SalesForce SUGAR CRM ecConnect Data outcomes from accountability tools Stakeholder Feedback	DCECC Director Executive Committee Evaluation Consultant Evaluation Work Group Stakeholders	SB: Personnel SB: Contractor

**Exhibit A – Amendment #3**

Work Plan					
Key Activity B: Incorporate results into annual Evaluation Report.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Incorporate results of accountability measures into annual evaluation reports.	July 1, 2021-June 30, 2022	Annual Evaluation Report shall be written by June 30, 2022. Community Report shall be written by June 30, 2022.	SalesForce SUGAR CRM ecConnect Data outcomes from accountability tools	DCECC Director Executive Committee Evaluation Consultant Evaluation Work Group	SB: Personnel SB: Contractor
Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	DCECC conducted a comprehensive evaluation and delivered a report based on the DCECC Strategic Plan to OEC.				
Key Activity A: A comprehensive annual report shall be written and submitted to OEC by July 30, 2022.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Using results of accountability measures results, write the annual evaluation report	July 1, 2021-June 30, 2022	Annual evaluation report shall be written by June 30, 2022.	SalesForce SUGAR CRM ecConnect Data outcomes from accountability measures	DCECC Director Evaluation Consultant	SB: Personnel SB: Contractor
Submit evaluation report to OEC	July 1, 2021 – June 30, 2022	Annual evaluation report is complete and submitted to OEC by their due date (i.e July 30, 2022).	SalesForce SUGAR CRM ecConnect Data outcomes from accountability measures	DCECC Director Evaluation Consultant	SB: Personnel SB: Contractor
Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	DCECC has applied and been approved for early childhood funding pursuant to 26-6.5-104, C.R.S				
Key Activity A: Fiscal agent, Douglas County School District, shall disperse funds and serve as the employer of the council director, once hired.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Set up separate grant budgets for SB, CSQI, EQIT, E&E, PDG, other	July 1, 2021-June 30, 2022	Grant budgets accessible on Google Docs	Grant budgets Emails	DCECC Director DCSD Finance Dept.	SB: Personnel
Work regularly and consistently with DCSD Accounting Coordinator to reconcile monthly invoices, budgets, etc.	July 1, 2021-June 30, 2022	Invoices are reconciled monthly by DCSD Accountant Monthly invoices are signed by DCSD Finance Manager Monthly invoices to OEC are accurate and on time	Emails Scans Invoices Grant Budgets	DCECC Director DCSD Finance Accountant DCSD Finance Manager	SB: Personnel

**Exhibit A – Amendment #3**

Work Plan					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
CDHS OEC grant contracts are reviewed and signed by DCSD Finance director with review from DCSD Finance Manager and accountant.	July 1, 2021-June 30, 2022	Grant contracts are signed by DCSD Finance Director and returned to OEC for processing. Signed contracts from OEC are returned back to DCSD and DCECC.	Emails Scans Contracts	DCECC Director DCSD Finance Director DCSD Finance Manager DCSD Finance Accountant	SB: Personnel
Key Activity B: Develop annual budgets for each grant funding stream.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
DCECC Director develops annual budgets per each grant based on grant amounts determined by OEC.	July 1, 2021-June 30, 2022	Grants budgets are set up by due dates determined by OEC	Grant budgets per each grant category Emails Scans	DCECC Director DCECC Executive Committee DCSD Grant Accountant	SB: Personnel
Reconcile grant budgets regularly with DCSD Grant Accountant	July 1, 2021-June 30, 2022	Grant budgets per each grant are reviewed regularly each month (SB, CSQI, GAE, EQIT, PDG, E&E, etc.) Grant invoices are turned into OEC by the 15 <sup>th</sup> of the month	CSQI GAE Invoice with back-up for spending & coaching CSQI GAE Monthly Invoice to OEC Monthly SB, CSQI, EQIT, E&E, PDG, other invoices to OEC	DCECC Director DCSD Grant Accountant QRIS Specialist EQIT Director	SB: Personnel
Revise grant budgets, as necessary.	July 1, 2021-June 30, 2022	Grant revisions are approved by OEC QRIS Specialist	Grant revisions incorporated into grant budgets Emails Scans	DCECC Director QRIS Specialist DCSD Grant Accountant	SB: Personnel
Budget updates are presented at DCECC Executive Committee meetings	July 1, 2021 - June 30, 2022	Budget updates are presented to Executive Committee a minimum of 3 times per year	Meeting Minutes Work Day Budgets System	DCECC Director DCECC Executive Committee	SB: Personnel
Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	DCECC shall achieve and/or exceed 60% engagement in Colorado Shines Quality Rating and Improvement System (QRIS) for licensed ECE programs who are L2 or higher				
Key Activity A: Provide quality improvement outreach and engagement in CO Shines QRIS					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Conduct QI outreach and technical assistance to engage licensed L1-L5 programs to engage in CO QRIS	July 1, 2021 - June 30, 2022	A minimum of 60% of licensed child care programs (L2+) shall engage in CO Shines QRIS by June 30, 2022	SUGAR CRM ecConnect SalesForce Reports	DCECC Director QI Navigators/Coaches	CSQI: Personnel CSQI: Contracting

**Exhibit A – Amendment #3**

<b>Work Plan</b>					
<b>Key Activity B: Promote attendance at professional development (PD) trainings</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Offer and promote PD trainings that increase knowledge about high quality care and early childhood development	July 1, 2021- June 30, 2022	1) DCECC shall offer a minimum of 4 local PD trainings 2) PD trainings outside of the county shall be promoted to ECE providers	DCECC website DCECC Facebook Page Email Registration lists	DCECC Director QI Navigators/Coaches Webmaster Facebook Contractor	CSQI: Personnel CSQI: Contracting
<i><b>Include small or under-represented early childhood service providers in DCCC's activities and functions.</b></i>	July 1, 2021-July 30, 2022	1) DCECC Director collaborates and participates with several community organizations and work groups to represent early childhood at the table 2) Share DCECC's activities and functions with local Community organizations so they can share with their clients/members/providers	DCECC Website DCECC Facebook Page Email Registration lists Community Organizations and Groups	DCECC Director QI Navigators/Coaches Webmaster Facebook Contractor	CSQI: Personnel CSQI: Contracting
<b>Key Activity C: Offer Quality Improvement Technical Assistance and Coaching</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
QI coaches shall offer technical assistance and coaching support to licensed L1-L5 ECE programs that are intending to increase their rating level on Colorado Shines QRIS	July 1, 2021 – June 30, 2022	A minimum of 20 ECE programs shall increase their QRIS rating level to L2+ on CO Shines by June 30, 2022.	SUGAR CRM SalesForce Reports ecConnect Monthly CSQI coaching reports	QI Coaches DCECC Director DCSD Accountant	CSQI-Personnel CSQI-Contracting CSQI: Indirect
<b>Key Activity D: Implement the Emerging and Expanding Child Care Grant Program to expand access and availability of licensed child care.</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
QI coaches/navigators shall outreach to licensed L1-L5 ECE programs to determine their eligibility for the Emerging and Expanding Child Care grant.	Jan. 1, 2021 – June 30, 2022	A minimum of 10 licensed L1-L5 ECE programs shall apply for the Emerging and Expanding Child Care Program grant	Emails Applications	QI Coach/Navigator DCECC Director	CSQI-Personnel CSQI-Contracting
DCECC shall implement the Emerging and Expanding Child Care grant to eligible licensed ECE programs who increase their licensed capacity	Jan. 1, 2021 – June 30, 2022	A minimum of 10 licensed L1-L5 programs shall participate in the Emerging and Expanding Child Care Program grant	SUGAR CRM SalesForce ecConnect Monthly CSQI Reports to OEC	QI Coach/Navigator DCECC Director	CSQI-Personnel CSQI-Contracting

**Exhibit A – Amendment #3**

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in high quality programs (Levels 3-5).				
Key Activity A: Support OEC to increase access to CCCAP slots in high quality program (L3-5).					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Engage licensed L1-L5 ECE programs to apply for a CCCAP fiscal agreement	July 1, 2021 – June 30, 2022	A minimum of 8 licensed ECE programs shall open CCCAP fiscal agreements with the Douglas County Dept of Human Services by June 30, 2022	SUGAR CRM SalesForce Reports CCCAP fiscal agreements	DCECC Director QI Navs/Coaches CCCAP Director	CSQI: Personnel CSQI: Contracting
Engage licensed CCCAP programs to participate in CO Shines QRIS to achieve a high quality rating of L3-5	July 1, 2021 – June 30, 2022	A minimum of 8 licensed CCCAP programs shall achieve a high quality L3-5 rating.	SUGAR CRM SalesForce Reports QRIS Rating Levels	DCECC Director QI Coaches	CSQI: Personnel CSQI: Contracting
Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Increase the number and percentage of children receiving child care subsidy being served in high quality program (L3-5).				
Key Activity A: Collect relevant data from CCCAP and CPP Directors to assess number and % of children receiving child care subsidy.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Collect data from CCCAP and CPP programs related to children being served in high quality programs	July 1, 2021 - June 30, 2022	Baseline CCCAP and CPP data shall be collected starting in Aug. 2021 and collected through the June 30, 2022.	CCCAP Data CPP Data QRIS Data Meeting Minutes	DCECC Director CCCAP Director CPP Director DCECC Executive Committee	CSQI: Personnel
Assess data outcomes of local CCCAP and CPP programs related to the number and percentage of children being served in high quality programs.	July 1, 2021 - June 30, 2022	Analyze impact of CCCAP and CPP data by June 30, 2022	CCCAP Data CPP Data QRIS Data Meeting Minutes	DCECC Director CCCAP Director CPP Director DCECC Executive Committee	CSQI: Personnel

**Exhibit A – Amendment #3**

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Promote the Colorado Shines Quality Rating and Improvement System (QRIS) and Colorado Early Learning Development Guidelines (ELDG) at least once a month.				
Key Activity A: Promote Colorado Shines Quality Rating & Improvement System (QRIS)					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Promote Colorado Shines QRIS at meetings and on DCECC website and DCECC Facebook Page	July 1, 2021 – June 30, 2022	Colorado Shines, QRIS, PDIS, and grant opportunities are shared at least once a month in various communication vehicles	DCECC website stats DCECC Facebook Posts/shares	DCECC Director Web Master Facebook contractor	CSQI: Personnel
Key Activity B: Actively Promote Colorado Early Learning & Development Guidelines (ELDG)					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Promote ELDG resources at meetings and on DCECC website and DCECC Facebook page.	July 1, 2021 – June 30, 2022	Updated ELDG’s are easily accessible to visitors to the DCECC website	DCECC website stats DCECC Facebook Posts/shares	DCECC Director Web Master Facebook contractor	CSQI: Personnel
Distribute Journey to Kindergarten brochures to schools/ agencies	July 1, 2021– June 30, 2022	ELDG website is listed on back of <u>Journey to Kindergarten</u> and <u>The Journey Begins</u> brochures.	# of brochures distributed Names of community orgs. and schools who request this resource	DCECC Director DCECC Executive Committee Stakeholders DCSD Teachers ECE Providers Library Staff EQIT Trainers	CSQI: Personnel

**SCHEDULE/MILESTONES:**

Douglas County Early Childhood Council (DCECC) shall measure and report on milestones meeting the determined schedules (i.e. monthly, quarterly, annually) of the State Department. Milestones should be specific, based on measurable information such as SUGAR CRM, ecConnect reporting, local CCAP data, or QRIS dashboard reports.

1. **Submit DCECC's organizational strategic plan to the State Department on an annual basis.**

*Schedule:* July 1, 2021 – June 30, 2022

*Milestones:*

- a. A quarterly report of the progress, slippage, barriers and opportunities of DCECC Strategic Plan is submitted to the State Department in Oct. 2021, Jan. 2022, and April 2022 followed by the annual evaluation report of the entire fiscal year.
- b. Link to approved DCECC Strategic Plan is shared via the DCECC website.

## Exhibit A – Amendment #3

**2. Establish a local system of accountability to measure and assess local progress as defined in the strategic plan.**

*Schedule:* July 1, 2021 – June 30, 2022

*Milestones:*

- a. Results of the accountability measurements, as defined in the strategic plan, are reported in quarterly reports to DCECC's QRIS Specialist (Oct. 2021, Jan. 2022, April 2022) to OEC.

**3. Conduct a comprehensive evaluation and written report based on the strategic plan accountability metrics on an annual basis.**

*Schedule:* Annually: July 1, 2021 - June 30, 2022.

*Milestones:*

- a. Comprehensive evaluation report, based on strategic plan metrics for the fiscal year, is written by DCECC Director and submitted to State Department by deadline date set by OEC (July 2022).

**4. Apply for early childhood funding pursuant to 26-6.5-104 utilizing a fiscal agent to administer and disperse funds.**

*Schedule:* July 1, 2021 – June 30, 2022

*Milestones:*

- a. DCECC has applied for and been approved for grant opportunities offered by OEC.
- b. DCSD Finance Director signs OEC contracts to benefit DCECC.
- c. Invoices are submitted to QRIS Specialist (i.e. OEC) by due date each month.

**5. Increase Colorado Shines Quality Rating and Improvement System Engagement (Level 2-Level 5) to 60%.**

*Schedule:* July 1, 2021 – June 30, 2022

*Milestones:*

- a. Colorado Shines Quality Rating and Improvement System (QRIS) engagement strategies are discussed monthly with QRIS Specialist.
- b. Colorado Shines Quality Rating and Improvement System (QRIS) engagement strategies are discussed monthly with QI Coaches.
- c. Colorado Shines Quality Rating and Improvement System (QRIS) data is tracked via SUGAR CRM and/or Salesforce monthly.

**6. Increase the number and percentage of children receiving child care subsidy being served in high quality (L3-5) programs.**

*Schedule:* July 1, 2021 – June 30, 2022

*Milestones:*

- a. Incremental increases in the number and percentage of children receiving child care subsidy being served in high quality programs (L3-5) as measured in Salesforce Reports, SUGAR CRM, and local CCCAP data in Douglas County shall occur.

**7. Actively inform and include small and underrepresented early childhood service providers in EDCECC's early childhood activities and functions.**

*Schedule:* July 1, 2021 – June 30, 2022

*Milestones:*

- a. Small and underrepresented are involved with DCECC's activities and functions.



## **Exhibit A – Amendment #3**

### **8. Promote the Colorado Shines Quality Rating and Improvement System (QRIS) and Colorado Early Learning Development Guidelines (ELDG) at least once a month.**

*Schedule:* July 1, 2021 – June 30, 2022

*Milestones:*

- a. *Colorado Shines Quality Rating and Improvement System (QRIS)* is promoted, at least monthly, at meetings, provider trainings, and social media (i.e. website and Facebook page) to increase awareness and knowledge about early childhood development and the Colorado Shines program.
- b. The updated *Colorado Early Learning and Development Guidelines (ELDG's)* manuals shall be distributed to early childhood programs engaged in Colorado Shines QRIS.

## **ACCEPTANCE CRITERIA**

The acceptance of all deliverables shall reside with the Office of Early Childhood, Child Care Quality Initiatives Unit. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished. DCECC shall work diligently and tirelessly to meet the priorities and performance standards set by the State Department in this Scope of Work and shall make adjustments, as needed, based on feedback by the QRIS Specialist.

## **EQIT Statement of Work (SOW)**

### **INTRODUCTION/BACKGROUND**

The Douglas County School District (grantee) through the direct work of the Douglas County Early Childhood Council (DCECC) strives to create a seamless system of early childhood services representing collaboration and coordination among various public and private stakeholders for the effective delivery of early childhood services, for children 8 years and younger, in the domain areas of: Early Care & Education, Family Support & Education, and Health & Well-Being.

The primary goal of the EQ Initiative is to increase the quality and availability of responsive group care for infants and toddlers across Colorado. The EQ Initiative focuses on providing infant toddler caregivers evidence-based professional development they need to ensure each child has access to the responsive relationships that define quality early care and learning, encouraging programs to meet the full range of developmental needs for infants and toddlers. This initiative works through the EQ Infant Toddler Specialist Network and in partnership with local communities to increase the quality of caregiver interactions with infants and toddlers in child care settings. The primary evidence-based professional development activities carried out by local, approved EQ Infant Toddler Specialists are the 48-hour EQIT course of training offered in local communities across the state and Coaching with the EQ RELATE. All individuals teaching the EQIT course must have completed the state-level Infant Toddler Specialist Foundations course and possess a Colorado Trainer Credential or Trainer Approval. All individuals conducting EQ RELATE Coaching must adhere to the EQ model, utilizing the EQ RELATE Coaching tools, and hold a Colorado Coaching Credential. Additional activities include the fidelity implementation of evidence-based professional development for infant and toddler early care educators and the capacity-building of infant toddler specialists and local communities.

### **SCOPE OF WORK**

This Scope of Work was developed to reflect State Department priorities and performance standards in the grant area of: Expanding Quality in Infant Toddler Care Initiative (EQ Initiative). The EQ Initiative supports Early Childhood Councils to increase the quality of infant and toddler child care through the provision of evidence-based training and coaching for infant and toddler early care educators, deployed by EQ Infant Toddler Specialists and other approved individuals. EQIT training and coaching seek to increase the quality and availability of responsive, relationship-based infant toddler care in local communities across Colorado. The Early Childhood Council shall offer the approved 48-hour EQIT course of training and individualized EQIT Coaching, following all EQ Initiatives guidelines. Any changes to the EQIT Course of Training, the EQIT Coaching model must be preapproved. Other high-quality, evidence-based professional development for infant toddler early care educators can be provided with Program Manager approval including LENA Grow, Touchpoints, additional EQ RELATE Coaching, and scholarships for ECE 111/112 and/or the Infant Toddler or Family Child Care CDA. All requirements of these programs must be met. The EQIT course and coaching are designed to be offered at very low cost to infant toddler caregivers across Colorado. However, Early Childhood Councils may charge a nominal fee (up to \$50/pp for training) and may use those funds ONLY for EQIT-related needs. There must be a written plan in place to reduce or eliminate this charge for individuals who cannot afford to pay training fees.

### **PERIOD OF PERFORMANCE**

July 1, 2021 - June 30, 2022

**Exhibit A – Amendment #3**

Work Plan					
EQ Initiative Outcome statement:	Individuals caring for infants and toddlers are confident and competent in their ability to engage in the responsive relationships with infants, toddlers, and their families that result in infants and toddlers experiencing secure attachments in all care settings. Infant Toddler Specialists are qualified and competent to enhance the relationships around infants and toddlers.				
Key Activity A: Collaboration with key stakeholders and systems partners, specific to infants, toddlers, and their caregivers					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Connect, coordinate and collaborate with local key stakeholders and efforts concerned with quality of infant toddler care and enhancing the relationships around infants and toddlers.	July 1, 2021- June 30, 2022	DCECC Director and/or EQ team members shall contact and collaborate with key stakeholders to include the community college, local infant toddler initiatives, and Colorado Shines Quality Improvement. DCECC Director and EQ team members shall participate in professional development and/or technical assistance offered by the EQ Initiative.	DCECC Director promotes EQIT courses via DCECC's early learning providers email listserve. DCECC Director shares EQIT course flyers via email and hard copy to DCECC Executive Committee members who share it with their networks. DCECC Director advertises course flyers through Child Care Innovations (Child Care Resource & Referral Agency for Douglas County). Kristin Habicht, Program Chair, Arapahoe Community College, kristin.habicht@arapahoe.edu; 303-797-5924 Area community colleges are offering a new placement test that can be taken by any ECE teacher who wishes to test out of taking EQIT. There is a fee to take this test and a grade of C or higher is required to pass the test. This test provides which is not transferable to a higher ed college.	DCECC Director (i.e. EQIT Team Lead) EQIT Trainers EQIT Coaches	EQIT: Personnel EQIT Contractors

**Exhibit A – Amendment #3**

<b>Work Plan</b>					
<b>Key Activity B: Fidelity Implementation of Evidence-based, Infant Toddler Specific Training</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Fidelity implementation of EQIT, an evidence-based, infant and toddler-specific course of training	July 1, 2021- June 30, 2022	Contingent on capacity and community need, completion of four (4) EQIT 48-hour courses of training which fully meets EQ Initiative requirements as outlined in the business rules for EQ Initiative Activities. Each Infant Toddler Specialist who teaches part or all of an EQIT course completes an annual fidelity video self-reflection on their teaching and maintains a Trainer Credential. This must be complete one month in advance of the due date.: May 2021 in order to teach the EQIT course in Douglas County.	By July 30, 2021, DCECC shall provide annual plan to hold four (4) EQIT courses in FY21-22 with advertising. By July 30, 2021, primary contact and registration contact for EQIT shall be provided to EQ Initiative at least quarterly or whenever it changes. Materials are requested at least 2 weeks before start date of EQIT course. Update of reporting spreadsheet is provided each month with EQIT GAE invoice. EQIT certificates are ordered by DCECC Director within two weeks of completion of each EQIT course. EQ Infant Toddler Specialists who provide EQIT course have completed Infant Toddler Specialist Foundation Course and hold a current Trainer Credential by July 1, 2021. EQ Infant Toddler Specialists provide verification of video self-reflection to the EQ Initiative by May 30, 2021 if they want to train in FY20-21. Douglas County EQ Team shall meet virtually in May 2021 to schedule FY21-22 courses and to assure EQ trainers meet eligibility requirements of EQ Initiative.	EQIT Team Lead (i.e. DCECC Director) EQIT Infant & Toddler Specialists	EQIT: personnel EQIT: Contracted trainers
Fidelity implementation and course outcome data collected	July 1, 2021- June 30, 2022	Course participants complete EQ Initiative online data collection survey	A minimum of 50% of EQIT online data collection surveys shall returned at the end of each EQIT course.	DCECC Director EQIT Trainers	EQIT: personnel EQIT: contracted trainers

**Exhibit A – Amendment #3****Work Plan****Key Activity C: Fidelity implementation of Evidence-based, Infant Toddler Specific Coaching**

<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Fidelity implementation of EQ RELATE Individualized Reflective Coaching, an evidence-based, infant and toddler specific coaching model	July 1, 2021- June 30, 2022	Contingent on capacity and community need, infant toddler early care educators participating in EQIT courses receive between 8 or more hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities. Each Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential	Reflective Supervision Coach provides EQ RELATE Individualized Reflective Coaching to EQIT Coaches once per month.	Reflective Supervision Coach EQIT Coaches	EQIT Student Fees
Infant Toddler Specialist-provided coaching	July 1, 2021- June 30, 2022	Contingent on capacity and community need, infant toddler early care educators participating in approved coursework or other approved activities can receive between 8 to 15 or more hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities.  Each Infant Toddler Specialist providing coaching maintains a Colorado Coaching Credential	Update of reporting spreadsheet quarterly June 30, 2021, Oct. 30, 2021, January 31, 2022, April 30, 2022 and each time coaching is reimbursed/invoiced. EQ Coach gives teachers who have received 8 or more hours of EQ RELATE coaching a certificate, which is shared with the DCECC Director. Total hours are also noted on the EQIT Monthly Data and Reporting Infant toddler specialists providing EQ RELATE coaching have completed Coaching with the EQ RELATE Training and hold Coaching Credential by July 1, 2021.	DCECC Director EQIT Coaches	EQIT: Personnel EQIT: Contracted Coaches
Infant Toddler Specialists shall attend the annual EQIT Conference.	July 1, 2021- June 30, 2022	Contingent on capacity, infant toddler specialists shall attend the annual EQ Conference.	EQ Specialists shall be expected to attend the EQIT Annual Conference, at least a portion of it, and shall be compensated for their time.	DCECC Director EQIT Coaches	EQIT: Personnel EQIT: Contracted Coaches

**Exhibit A – Amendment #3**

<b>Work Plan</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Fidelity implementation of LENA Grow, an evidence-based, infant and toddler-specific coaching model	July 1, 2021- June 30, 2022	Contingent on capacity and community need, infant toddler early care educators participating in LENA Grow Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities.  4 rooms anticipated to participate in LENA Grow: 2 in the fall/winter and 2 in the spring 4 teachers x 20 hrs. = 80 hrs.	1) Update of reporting SS quarterly October 31, 2021, January 31, 2022, April 30, 2022 and June 30, 2022, and each time coaching is reimbursed/invoiced 2) Infant toddler specialists providing LENA Grow coaching have completed Coaching with the EQ RELATE Training, hold Coaching Credential by July 1, 2021 and have completed LENA Grow Training. 3) Program Agreement in place with the LENA Foundation	Infant Toddler Specialists, <b>Katie Nester</b> and <b>Abbie Freeman</b> shall provide LENA Grow coaching and activities  Katie Nester” Colorado Coaching Credential expires 6/13/22  Abbie Freeman Colorado coaching credential expires  Sandra Gregory, DCECC Director, shall report coaching hours	

**SCHEDULE/MILESTONES**

- Douglas County Early Childhood Council (DCECC) shall submit a detailed plan for its four FY22 EQIT courses and EQIT RELATE coaching to include tentative dates and instructors/coaches by July 1, 2021. This plan shall include documentation of Training Credentials for all instructors and Coaching Credentials for all coaches.
- Douglas County Early Childhood Council (DCECC) shall order materials for FY22 Fall EQIT course(s) by July 30, 2021 and shall order materials for FY22 Spring EQIT course(s) by November 30, 2021.
- The Douglas County Early Childhood Council shall submit information on any EQIT student fees charged, plan to ensure that no student shall be denied entry due to inability to pay, and anticipated use of revenues for EQ-related activities by July 1, 2021.
- The Douglas County Early Childhood Council shall complete 4 EQIT courses of training by June 30, 2022.
- The Douglas County Early Childhood Council shall complete 320 hours of EQIT Coaching by June 30, 2022.
- The Douglas County Early Childhood Council shall submit required quarterly reports by October 31, 2021, January 31, 2022, April 30, 2022 and June 30, 2022.
- The Douglas County Early Childhood Council shall have 4 LENA Grow rooms (2 in fall/winter and 2 in spring) with total of 4 teachers participating.

**ACCEPTANCE CRITERIA**

The acceptance of all deliverables shall reside with the Office of Early, Childhood EQIT Initiative. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.



**COLORADO**  
Office of Early Childhood  
Department of Human Services

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

<b>Contractor Name</b>	Douglas County School District	<b>Program Contact Name and Title</b>	Sandra Gregory, DCECC Director
<b>Budget Period</b>	July 1, 2021 - June 30, 2022	<b>Phone</b>	720-560-7300
<b>Project Name</b>	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI) Child Care Resource & Referral (CCR&R)	<b>Email</b>	<a href="mailto:sandra.gregory@dcsdk12.org">sandra.gregory@dcsdk12.org</a>
		<b>Fiscal Contact Name and Title</b>	Rebekah Brooks, DCSD Accounting
		<b>Phone</b>	720-433-1091
		<b>Email</b>	<a href="mailto:rebekah.brooks@dcsdk12.org">rebekah.brooks@dcsdk12.org</a>

Expenditure Categories								
Personnel Services - Salaried Employees								FY 2022
Position Title/ Employee Name	Description of Work and Fringe Benefits	Gross or Annual Salary	Fringe	Total Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Child Care Resource & Referral (CCR&R)	Total Amount Requested from CDHS
Grant Manager	FTE: estimated salary w/3% increase & fringe to manage the daily activities of DCECC and to achieve the outcomes of the annual work plan/SOW. Fringe benefits include: PERA, Medicare, payroll taxes and long-term disability insurance.	\$80,652	\$18,735	95%	\$ 39,755	\$ 54,663	\$ -	\$ 94,418
DCSD Bookkeeper	Hourly: estimated extra pay w/3% increase plus fringe benefits (Medicare & PERA). Duties: receives & processes invoices, pay vouchers, P-Card expenses.	\$11,628	\$2,599	95%	\$ 4,268	\$ 9,248	\$ -	\$ 13,516
Total Personnel Services (including fringe benefits)					\$ 44,023	\$ 63,911	\$ -	\$ 107,934
Contractors/Consultants (payments to third parties or entities)								FY 2022
Name	Description of Item				ECSB	CSQI	CCR&R	Total Amount Requested from CDHS
QI Navigators/Coaches	Base funding to provide outreach, TA support, coaching for L1-5 providers @ contracted rate (varies)				\$ -	\$ 32,118	\$ -	\$ 32,118
SB Independent Contractor	Base funding to assist the DCECC director with SB activities @ \$40/hr. contracted rate				\$ 3,091	\$ -	\$ -	\$ 3,091
Total Contractors/Consultants					\$ 3,091	\$ 32,118	\$ -	\$ 35,209
Travel								FY 2022
Item	Description of Item				ECSB	CSQI	CCR&R	Total Amount Requested from CDHS
	No costs shall be reimbursed by CDHS for this category.				\$ -	\$ -	\$ -	\$ -
Total Travel					\$ -	\$ -	\$ -	\$ -
Supplies & Operating Expenses								FY 2022
Item	Description of Item				ECSB	CSQI	CCR&R	Total Amount Requested from CDHS
Office Supplies	Computer ink, general supplies				\$ 250	\$ 100	\$ -	\$ 350
Public Engagement	Promo Items, printing of resource materials, PE activities				\$ 500	\$ 600	\$ -	\$ 1,100
QI Materials & Assessments	Funds to purchase ECERS, ITERS, FCCERS manuals/other materials to increase CO Shines involvement; conduct assessments				\$ -	\$ 1,274	\$ -	\$ 1,274
Website Maintenance	Annual cost of website maintenance and other fees associated with website development				\$ 700	\$ 700	\$ -	\$ 1,400
Professional Development	Funds to support DCECC's QI coaches with credential renewals and PD trainings/courses				\$ -	\$ 1,000	\$ -	\$ 1,000
Social media	Annual cost to administer Facebook page (daily posts, track data, etc.)				\$ 1,175	\$ 1,175	\$ -	\$ 2,350
Total Supplies & Operating Expenses					\$ 2,625	\$ 4,849	\$ -	\$ 7,474
TOTAL DIRECT COSTS					\$ 49,739	\$ 100,878	\$ -	\$ 150,617
MODIFIED TOTAL DIRECT COSTS (MTDC)					\$ 49,739	\$ 93,760	\$ -	\$ 143,499
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. REMOVED SUBAWARD IN EXCESS OF \$25,000								

Indirect Costs					FY 2022
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]					Total Amount Requested from CDHS
Item	Description of Item	ECSB	CSQI	CCR&R	
State Negotiated Rate	5.07% Approved Negotiated Rate	\$ 2,522	\$ 4,754	\$ -	\$ 7,276
Total Indirect		\$ 2,522	\$ 4,754	\$ -	\$ 7,276
TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)		\$ 52,261			
TOTAL COLORADO SHINES QUALITY IMPROVEMENT (CSQI)		\$ 105,632			
TOTAL CHILD CARE RESOURCE & REFERRAL (CCR&R)		\$ -			
TOTAL AMOUNT REQUESTED FROM CDHS					\$ 157,893
PERCENTAGE OF BUDGET BY PROJECT					FY 2022
		ECSB	CSQI	CCR&R	Total Percentage
PERCENTAGE OF BUDGET BY PROJECT		33%	0.669010026	0%	100%

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



## 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](mailto: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 vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.
- D. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDHS. If Contractor has a legitimate need for additional funds, the 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.
- E. Timely Invoicing - Invoices shall be submitted no later than 30 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](mailto: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.

- F.** The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- G.** 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.
- H.** The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor.

## **5. PARTICIPATION**

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

## **6. 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.

## **7. 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. Budget adjustment requests over 10%, adding new expense lines, 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.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee will be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDHS. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDHS staff. This process will never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDHS program staff.

## **8. TRAVEL**

- A.** Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>.
- B.** Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.
- C.** Hotel rates cannot exceed any rate established for conference attendance.
- D.** Usage of airfare or Out of State Travel requires pre-approval from CDHS.

**9. 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.

**10. 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.

**11. 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>.

**12. GENERAL ACCOUNTING ENCUMBRANCE (GAE)**

There are three types of GAE that shall be utilized for this Contract: Quality Improvement (QI), Expanding Quality in Infant and Toddler Care (EQIT); and Micro Grant (MG). All Early Childhood Councils shall have access to all GAE types. All expenditures against the GAEs require pre-approval from the Program.

**A. QUALITY IMPROVEMENT GENERAL ACCOUNTING ENCUMBRANCE (QI-GAE)**

1. Payment for Quality Improvement (QI) to all contractors will be made as incurred, in whole or in part, from the total available funds to be utilized for Quality Improvement that includes: coaching activities and coach training, professional development of staff, purchases of program specific materials, temporary teaching funds, and capital expenditures. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to QI funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of QI funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion

and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

3. Invoices shall be submitted separately for pre-approved QI expenditures.

a) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).

**B. EXPANDING QUALITY IN INFANT TODDLER CARE GENERAL ACCOUNTING ENCUMBRANCE (EQIT-GAE)**

1. Payment for Expanding Quality in Infant Toddler Care (EQIT) to all contractors will be made as incurred, in whole or in part, from the total available funds shall be utilized to support the following quality improvement efforts: deployment of the EQ Infant Toddler Specialist Network to provide evidence-based, infant toddler specific professional development, e.g. the Expanding Quality for Infant and Toddler (EQIT) 48-hour course, EQ Relate coaching for individuals completing the EQIT course, and support for the related costs of professional development for current and new infant toddler specialists. To be utilized for EQIT as outlined in **Exhibit A – Statement of Work**. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to EQIT funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of EQIT funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
  - b) Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
  - c) Invoices shall be submitted separately for pre-approved EQIT expenditures.
  - d) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).
2. UP TO RATES (direct and indirect).

The indirect rate should not be bundled within the direct rate of an EQIT activity (course, coaching, data and reporting, etc.). In cases where a Council or fiscal agent charges an indirect rate, these charges should be reflected within the invoice and calculated based on actual expenses. The corrected rates include:

  - a) \$4,200 per EQIT Course;
  - b) \$300 per EQIT Course to support data and reporting; and
  - c) \$27 per hour for EQ RELATE Coaching.

Because this is a cost reimbursement contract, charges for these activities should be based on actual costs, but in no case should charges exceed the amounts noted for each activity.

**3. PROGRAM INCOME**

In cases where an Early Childhood Council is charging fees to EQIT participants, this funding is considered program income. The program income must be documented and the agency must demonstrate how it is spent relative to the program.

**C. MICRO GRANT GENERAL ACCOUNTING ENCUMBRANCE (MG-GAE)**

1. Payment for Micro grants to all contractors shall be made as incurred, in whole or in part, from the total available funds shall be used to support startup costs for licensed child care programs. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to Micro grant funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of Micro grant funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
3. Invoices shall be submitted separately for pre-approved Micro Grant expenditures.
  - a) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).

**EXHIBIT G - Amendment #3 - 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: **Douglas County School District RE-1;**
- ii. Subrecipient DUNS number: **039509609;**
- iii. The Federal Award Identification Number (FAIN) is **CCDF - 2101COCCDF; PDG - 90TP0054;**
- iv. The Federal award date is **CCDF - 04/06/2021 / PDG - 12/27/2019;**
- v. The subaward period of performance start date is **CCDF - 10/01/2020; PDG-12/31/2019** and end date is **CCDF - 09/30/2023; PDG - 12/30/2022;**
- 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
<b>FY22</b>	<b>CCDF - \$69,722* PDG - \$0*</b>	<b>CCDF - \$69,722* PDG - \$0*</b>  <b>*An appropriation for Quality Improvement (QI); and Expanding Quality in Infant Toddler Care (EQIT) General Accounting Encumbrance (GAE) is subject to appropriated funds not to exceed \$4,793,339 (QI GAE = CCDF - \$4,237,739 and PDG - \$43,200; EQIT GAE = CCDF - \$470,000 and PDG = \$42,400) GAE funds shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12.</b>	<b>CCDF - \$69,722* PDG - \$0*</b>

- vii. Federal award project description: **Child Care and Development Block Grant (CCDF); Colorado Preschool Development Grant (PDG);**
- viii. The name of the Federal awarding agency is **CCDF - Administration for Children & Families; PDG - Department of Health and Human Services, Administration for Children and Families;** 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 **Erin Mewhinney, Division of Early Care and Learning Director, 1575 Sherman Street, 1st Floor, Denver, CO 80203, erin.mewhinney@state.co.us, 303-866-5008;**

- ix. The Catalog of Federal Domestic Assistance (CFDA) number is **CCDF - 93.575; PDG - 93.434**, name is **CCDF - Child Care and Development Block Grant Act of 1990; PDG - ESSA Preschool Development Grants Birth through Five**, and dollar amount is **CCDF - \$57,622,508; PDG - \$14,884,753**;
  - 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 and Exhibit F - 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 and Exhibit F - Additional Provisions**.
- 4) Subrecipient's approved indirect cost rate is **a CDHS negotiated rate of 5.07 %**.
- 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 and Exhibit F - 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

# INTERGOVERNMENTAL CONTRACT AMENDMENT #4

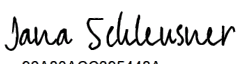
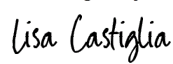
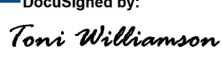
## SIGNATURE AND COVER PAGE

<b>State Agency</b> Colorado Department of Human Services Office of Early Childhood Division of Early Care and Learning 1575 Sherman Street, 1 <sup>st</sup> Floor Denver, CO 80203	<b>Original Contract Number</b> 21 IHIA 159823
<b>Contractor</b> Douglas County School District RE – 1 3950 Trail Boss Lane Castle Rock, CO 80104	<b>Amendment Contract Number</b> 22 IHIA 174604
<b>Current Contract Maximum Amount</b> <b>Initial Term</b> State Fiscal Year 2021 <span style="float: right;">\$157,893*</span> *Three General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: <ul style="list-style-type: none"> <li>• Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed \$5,506,000</li> <li>• Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed \$511,134</li> <li>• Micro Grant (MG) – the maximum amount payable for MG-GAE is subject to appropriated funds, not to exceed \$424,096</li> </ul> The QI-GAE, EQIT-GAE, and MG-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE). <b>Extension Terms</b>  State Fiscal Year 2022 <span style="float: right;">\$171,543*</span> *Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: <ul style="list-style-type: none"> <li>• Quality Improvement (QI) GAE in the amount of \$6,283,201 is subject to appropriated funds; and</li> <li>• Expanding Quality in Infant Toddler Care (EQIT) GAE in the amount of \$505,000.</li> </ul> The QI-GAE and EQIT-GAE is subject to appropriated funds and shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).  Total for All State Fiscal Years <span style="float: right;">\$329,436*</span>	<b>Contract Performance Beginning Date</b> July 1, 2020
	<b>Current Contract Expiration Date</b> June 30, 2022

**Signature Page begins on next page →**

**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.

<p style="text-align: center;"><b>CONTRACTOR</b> Douglas County School District RE - 1</p> <p>DocuSigned by:    <small>96A80ACC395448A...</small>  By: Jana Schleusner, Director of Finance</p> <p>Date: <u>4/4/2022</u></p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director</p> <p>DocuSigned by:    <small>F11A91F07B444C8...</small>  By: Lisa Castiglia, Chief Finance Officer/Director, Division of Operations, Office of Early Childhood</p> <p>Date: <u>4/4/2022</u></p>
<p>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.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>DocuSigned by:    By: <small>B2A31DEB619C416...</small>  Andrea Eurich / Janet Miks / Toni Williamson</p> <p>Amendment Effective Date: <u>4/4/2022</u></p>	

# **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 and shall terminate on the termination of the Contract.

# **4. PURPOSE**

Douglas County School District RE-1 shall be the fiscal agent for Douglas County Early Childhood Council. Statutorily Early Childhood Councils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level supports for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels. This amendment increases funds for SFY22, and amends Exhibits B, F and G.

# **5. MODIFICATIONS**

The Contract and all prior amendments thereto (Original Contract CMS 21 IHIA 159823; Amendment #1 CMS 21 IHIA 164839; Amendment #2 CMS 21 IHIA 167441; Amendment #3 CMS 22 IHIA 167973) are modified as follows:

## **A. Increase the Contract Amount for SFY22 by \$13,650 and Increases the Maximum Amount for All State Fiscal Years from \$315,786\* to \$329,436\*.**

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.

## **B. Exhibit B – Budget**

Exhibit B – Amendment #4, which is attached and incorporated by this Amendment, shall replace Exhibit B – Amendment #3 of the Original Contract.

**C. Exhibit F – Additional Provisions.**

Exhibit F – Amendment #4, which is attached and incorporated by this Amendment, shall replace Exhibit F – Amendment #3 of the Original Contract.

**D. Exhibit G – Supplemental Provisions for Federal Awards**

Exhibit G – Amendment #4, which is attached and incorporated by this Amendment, shall replace Exhibit G – Amendment #3 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**  
Office of Early Childhood  
Department of Human Services

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

<b>Contractor Name</b>	Douglas County School District	<b>Program Contact Name and Title</b>	Sandra Gregory, DCECC Director
<b>Budget Period</b>	July 1, 2021 - June 30, 2022	<b>Phone</b>	720-560-7300
<b>Project Name</b>	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI) Child Care Resource & Referral (CCR&R)	<b>Email</b>	<a href="mailto:sandra.gregory@dcsdk12.org">sandra.gregory@dcsdk12.org</a>
		<b>Fiscal Contact Name and Title</b>	Rebekah Brooks, DCSD Accounting
		<b>Phone</b>	720-433-1091
		<b>Email</b>	<a href="mailto:rebekah.brooks@dcsdk12.org">rebekah.brooks@dcsdk12.org</a>

<b>Expenditure Categories</b>								
<b>Personnel Services - Salaried Employees</b>								<b>FY 2022</b>
Position Title/ Employee Name	Description of Work and Fringe Benefits	Gross or Annual Salary	Fringe	Total Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Child Care Resource & Referral (CCR&R)	Total Amount Requested from CDHS
Grant Manager	FTE: estimated salary w/3% increase & fringe to manage the daily activities of DCECC and to achieve the outcomes of the annual work plan/SOW. Fringe benefits include: PERA, Medicare, payroll taxes and long-term disability insurance.	\$80,652	\$18,735	96.991%	\$ 41,360	\$ 55,036	\$ -	\$ 96,396
DCSD Bookkeeper	Hourly: estimated extra pay w/3% increase plus fringe benefits (Medicare & PERA). Duties: receives & processes invoices, pay vouchers, P-Card expenses.	\$11,628	\$2,599	100%	\$ 4,979	\$ 9,248	\$ -	\$ 14,227
<b>Total Personnel Services (including fringe benefits)</b>					<b>\$ 46,339</b>	<b>\$ 64,284</b>	<b>\$ -</b>	<b>\$ 110,623</b>
<b>Contractors/Consultants (payments to third parties or entities)</b>								<b>FY 2022</b>
Name	Description of Item	ECSB	CSQI	CCR&R	Total Amount Requested from CDHS			
QI Navigators/Coaches	Base funding to provide outreach, TA support, coaching for L1-5 providers @ contracted rate (varies)	\$ -	\$ 35,000	\$ -	\$ 35,000			
SB Independent Contractor	Base funding to assist the DCECC director with SB activities @ \$40/hr. contracted rate	\$ 3,500	\$ -	\$ -	\$ 3,500			
<b>Total Contractors/Consultants</b>					<b>\$ 3,500</b>	<b>\$ 35,000</b>	<b>\$ -</b>	<b>\$ 38,500</b>
<b>Travel</b>								<b>FY 2022</b>
Item	Description of Item	ECSB	CSQI	CCR&R	Total Amount Requested from CDHS			
Travel	Mileage x 100 miles per month	\$ 375	\$ -	\$ -	\$ 375			
<b>Total Travel</b>					<b>\$ 375</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 375</b>
<b>Supplies &amp; Operating Expenses</b>								<b>FY 2022</b>
Item	Description of Item	ECSB	CSQI	CCR&R	Total Amount Requested from CDHS			
Office Supplies	Computer ink, general supplies, postage	\$ 400	\$ -	\$ -	\$ 400			
Public Engagement	Promo Items, printing of PE materials, conduct PE activities	\$ 500	\$ 450	\$ -	\$ 950			
QI Materials & Trainings	Funds to purchase QI resource manuals/materials to increase CO Shines involvement; conduct trainings	\$ -	\$ 1,500	\$ -	\$ 1,500			
Mtg. Materials and refreshments	Cost to hold meetings x 6: refreshments, mtg. materials	\$ 600	\$ -	\$ -	\$ 600			
ECCLA Dues	Cost of Annual Dues for ECCLA Membership	\$ 2,000	\$ -	\$ -	\$ 2,000			
Website Maintenance	Annual cost of website maintenance and website development	\$ 3,500	\$ 1,500	\$ -	\$ 5,000			
Professional Development	Funds to support DCECC's QI coaches with credential renewals and PD trainings/courses	\$ -	\$ 1,000	\$ -	\$ 1,000			
Social Media	Annual cost to administer Facebook page (daily posts, track data)	\$ 1,400	\$ 1,400	\$ -	\$ 2,800			
<b>Total Supplies &amp; Operating Expenses</b>					<b>\$ 8,400</b>	<b>\$ 5,850</b>	<b>\$ -</b>	<b>\$ 14,250</b>
<b>TOTAL DIRECT COSTS</b>					<b>\$ 58,614</b>	<b>\$ 105,134</b>	<b>\$ -</b>	<b>\$ 163,748</b>
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>					<b>\$ 58,614</b>	<b>\$ 95,134</b>	<b>\$ -</b>	<b>\$ 153,748</b>
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.					<b>REMOVED SUBAWARD IN EXCESS OF \$25,000</b>			



Indirect Costs					FY 2022
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]					Total Amount Requested from CDHS
Item	Description of Item	ECSB	CSQI	CCR&R	
State Negotiated Rate	5.07% Approved Negotiated Rate	\$ 2,972	\$ 4,823	\$ -	\$ 7,795
Total Indirect		\$ 2,972	\$ 4,823	\$ -	\$ 7,795
TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)		\$ 61,586			
TOTAL COLORADO SHINES QUALITY IMPROVEMENT (CSQI)		\$ 109,957			
TOTAL CHILD CARE RESOURCE & REFERRAL (CCR&R)		\$ -			
TOTAL AMOUNT REQUESTED FROM CDHS					\$ 171,543
PERCENTAGE OF BUDGET BY PROJECT					FY 2022
PERCENTAGE OF BUDGET BY PROJECT		ECSB	CSQI	CCR&R	Total Percentage
		36%	64%	0%	100%

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

## 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](mailto: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 vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.
- D. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDHS. If Contractor has a legitimate need for additional funds, the 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.
- E. Timely Invoicing - Invoices shall be submitted no later than 30 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](mailto: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.

- F.** The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- G.** 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.
- H.** The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor.

## **5. PARTICIPATION**

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

## **6. 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.

## **7. 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. Budget adjustment requests over 10%, adding new expense lines, 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.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee will be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDHS. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDHS staff. This process will never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDHS program staff.

## **8. TRAVEL**

- A.** Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>.
- B.** Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.
- C.** Hotel rates cannot exceed any rate established for conference attendance.
- D.** Usage of airfare or Out of State Travel requires pre-approval from CDHS.

**9. SUBRECIPIENT**

Contractors determined to be a Sub-recipient of federal funds shall complete the sub-recipient performance report and assessment survey at: <https://forms.gle/QTXGEabvipymdsfd8> upon contract execution. Failure to complete the performance report and assessment survey shall delay payment to the Contractor.

**10. 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.

**11. 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>.

**12. GENERAL ACCOUNTING ENCUMBRANCE (GAE)**

There are three types of GAE that shall be utilized for this Contract: Quality Improvement (QI), Expanding Quality in Infant and Toddler Care (EQIT); and Micro Grant (MG). All Early Childhood Councils shall have access to all GAE types. All expenditures against the GAEs require pre-approval from the Program.

**A. QUALITY IMPROVEMENT GENERAL ACCOUNTING ENCUMBRANCE (QI-GAE)**

1. Payment for Quality Improvement (QI) to all contractors will be made as incurred, in whole or in part, from the total available funds to be utilized for Quality Improvement that includes: coaching activities and coach training, professional development of staff, purchases of program specific materials, temporary teaching funds, and capital expenditures. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to QI funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of QI funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion

and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

3. Invoices shall be submitted separately for pre-approved QI expenditures.

a) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).

## **B. EXPANDING QUALITY IN INFANT TODDLER CARE GENERAL ACCOUNTING ENCUMBRANCE (EQIT-GAE)**

1. Payment for Expanding Quality in Infant Toddler Care (EQIT) to all contractors will be made as incurred, in whole or in part, from the total available funds shall be utilized to support the following quality improvement efforts: deployment of the EQ Infant Toddler Specialist Network to provide evidence-based, infant toddler specific professional development, e.g. the Expanding Quality for Infant and Toddler (EQIT) 48-hour course, EQ Relate coaching for individuals completing the EQIT course, and support for the related costs of professional development for current and new infant toddler specialists. To be utilized for EQIT as outlined in **Exhibit A – Statement of Work**. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to EQIT funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of EQIT funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
  - b) Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
  - c) Invoices shall be submitted separately for pre-approved EQIT expenditures.
  - d) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).
2. UP TO RATES (direct and indirect).

The indirect rate should not be bundled within the direct rate of an EQIT activity (course, coaching, data and reporting, etc.). In cases where a Council or fiscal agent charges an indirect rate, these charges should be reflected within the invoice and calculated based on actual expenses. The corrected rates include:

  - a) \$4,200 per EQIT Course;
  - b) \$300 per EQIT Course to support data and reporting; and
  - c) \$27 per hour for EQ RELATE Coaching.

Because this is a cost reimbursement contract, charges for these activities should be based on actual costs, but in no case should charges exceed the amounts noted for each activity.

**3. PROGRAM INCOME**

In cases where an Early Childhood Council is charging fees to EQIT participants, this funding is considered program income. The program income must be documented and the agency must demonstrate how it is spent relative to the program.

**C. MICRO GRANT GENERAL ACCOUNTING ENCUMBRANCE (MG-GAE)**

1. Payment for Micro grants to all contractors shall be made as incurred, in whole or in part, from the total available funds shall be used to support startup costs for licensed child care programs. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to Micro grant funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of Micro grant funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
3. Invoices shall be submitted separately for pre-approved Micro Grant expenditures.
  - a) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).



### EXHIBIT G – Amendment #4 - 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), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

#### 1) Federal Award Identification

- i. Subrecipient: **Douglas County School District RE-1;**
- ii. Subrecipient DUNS number: **039509609;**
- iii. The Federal Award Identification Number (FAIN) is **CCDF - 2101COCCDF; PDG - 90TP0054; ARPA Stabilization – 2101COCSC6;**
- iv. The Federal award date is **CCDF - 04/06/2021 / PDG - 12/27/2019; ARPA Stabilization – 04/14/2021;**
- v. The subaward period of performance start date is **CCDF - 10/01/2020; PDG-12/31/2019; ARPA Stabilization – 10/01/2020** and end date is **CCDF - 09/30/2023; PDG - 12/30/2022; ARPA Stabilization 09/30/2023;**
- 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
<b>FY22</b>	<b>CCDF - \$79,762*</b>	<b>CCDF - \$79,762*</b>  <b>*An appropriation for Quality Improvement (QI); and Expanding Quality in Infant Toddler Care (EQIT) General Accounting Encumbrance (GAE) is subject to appropriated funds not to exceed \$6,089,939 (QI GAE = CCDF - \$4,237,739, PDG - \$53,200, ARPA Stabilization - \$1,294,000; EQIT GAE = CCDF - \$470,000 and PDG = \$35,000) GAE funds shall be split among</b>	<b>CCDF - \$79,792*</b>

		<b>other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12.</b>	
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- vii. Federal award project description: **Child Care and Development Block Grant (CCDF); Colorado Preschool Development Grant (PDG); American Rescue Plan Act (ARPA) 2021-Stabilization;**
  - viii. The name of the Federal awarding agency is **CCDF and ARPA Stabilization - Administration for Children & Families; PDG - Department of Health and Human Services, Administration for Children and Families;** 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 **Karen Enboden, Manager, Early Learning Access and Quality, 1575 Sherman Street, 1st Floor, Denver, CO 80203, Karen.Enboden@state.co.us; 303.866.5014;**
  - ix. The Catalog of Federal Domestic Assistance (CFDA) number is **CCDF and ARPA - 93.575; PDG - 93.434,** name is **CCDF - Child Care and Development Block Grant Act of 1990; PDG - ESSA Preschool Development Grants Birth through Five; American Rescue Plan Act (ARPA) 2021 Stabilization,** and dollar amount is **CCDF - Discretionary - \$57,622,508; PDG - \$14,884,753; ARPA Stabilization-\$286,156,175;**
  - 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 and Exhibit F - 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 and Exhibit F - Additional Provisions.**
  - 4) Subrecipient's approved indirect cost rate is **a CDHS negotiated rate of 5.07 %.**
  - 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 and Exhibit F - 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.

## 1. DEFINITIONS.

- 1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
  - 1.1.1. "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
    - 1.1.1.1.1. Awards may be in the form of:
      - 1.1.1.1.2. Grants;
      - 1.1.1.1.3. Contracts;
      - 1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
      - 1.1.1.1.5. Loans;
      - 1.1.1.1.6. Loan Guarantees;
      - 1.1.1.1.7. Subsidies;
      - 1.1.1.1.8. Insurance;
      - 1.1.1.1.9. Food commodities;
      - 1.1.1.1.10. Direct appropriations;
      - 1.1.1.1.11. Assessed and voluntary contributions; and
      - 1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
      - 1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
    - 1.1.1.2. Award **does not** include:
      - 1.1.1.2.1. Technical assistance, which provides services in lieu of money;
      - 1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
      - 1.1.1.2.3. Any award classified for security purposes; or
      - 1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
  - 1.1.2. "Contract" means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
  - 1.1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
  - 1.1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.

1.1.5. “Entity” means:

1.1.5.1. If the source of funding is a Grant:

- 1.1.5.1.1. a Non-Federal Entity;
- 1.1.5.1.2. a foreign public entity;
- 1.1.5.1.3. a foreign organization;
- 1.1.5.1.4. a non-profit organization;
- 1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
- 1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);
- 1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
- 1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).

1.1.5.2. If the source of funding is not a Grant:

- 1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;
- 1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;
- 1.1.5.3. a foreign public entity;
- 1.1.5.4. a domestic or foreign non-profit organization;
- 1.1.5.5. a domestic or foreign for-profit organization; and
- 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.

1.1.7. If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.

1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”

1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.

1.1.11. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.

1.1.12. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

1.1.13. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- 1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- 1.1.13.2. Is not organized primarily for profit; and

- 1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.20. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.21. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
- 1.1.21.1. Salary and bonus;
  - 1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 1.1.21.4. Change in present value of defined benefit and actuarial pension plans;
  - 1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.22. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.

- 1.1.23. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.1.24. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

## **2. COMPLIANCE.**

- 2.1. Contractor/Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, including, but not limited to, all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Contractor/Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

## **3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.**

- 3.1. SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. DUNS. Contractor/Grantee shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s/Grantee’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s/Grantee’s information.

## **4. TOTAL COMPENSATION.**

- 4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 4.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and
  - 4.1.2. In the preceding fiscal year, Contractor/Grantee received:
    - 4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 4.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and
    - 4.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

## **5. REPORTING.**

- 5.1. If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

## **6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.**

- 6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3. The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §10 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

## **7. SUBRECIPIENT REPORTING REQUIREMENTS.**

- 7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
  - 7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
    - 7.1.1.1. Subrecipient DUNS Number;
    - 7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
    - 7.1.1.3. Subrecipient parent's organization DUNS Number;
    - 7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
    - 7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
    - 7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
  - 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
    - 7.1.2.1. Subrecipient's DUNS Number as registered in SAM.
    - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## **8. PROCUREMENT STANDARDS.**

- 8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 8.2. If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 8.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **9. ACCESS TO RECORDS.**

- 9.1. A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

## **10. SINGLE AUDIT REQUIREMENTS.**

- 10.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the 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.
  - 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The 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 Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
  - 10.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the 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.
  - 10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart 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 2 CFR 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 Uniform Guidance Subpart F-Audit Requirements.

## **11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.**

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.
- 11.1.1. [Applicable to federally assisted construction contracts.] 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.
  - 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
  - 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of “funding agreement”/ “funding Contract” under 37 CFR 401.2 (a) and the Prime Recipient or 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,”/“funding Contract”, the Prime Recipient or 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 Federal Awarding Agency.
  - 11.1.4. 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 awardee(s) 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).
  - 11.1.5. 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.
  - 11.1.6. 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.
  - 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

- 11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

## **12. CERTIFICATIONS.**

- 12.1. Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient 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 the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

## **13. EXEMPTIONS.**

- 13.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 13.2. A Contractor/Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

## **14. EVENT OF DEFAULT AND TERMINATION.**

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END





**COLORADO**  
Department of Early Childhood

## INTERGOVERNMENTAL CONTRACT AMENDMENT #5

### SIGNATURE AND COVER PAGE

<b>State Agency</b> Colorado Department of Early Childhood 1575 Sherman Street, 1 <sup>st</sup> Floor Denver, CO 80203	<b>Original Contract Number</b> 21 IHIA 159823
<b>Contractor</b> Douglas County School District RE – 1 3950 Trail Boss Lane Castle Rock, CO 80104	<b>Amendment Contract Number</b> 23 QAAA 175633
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 2021 \$157,893* *Three General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: <ul style="list-style-type: none"> <li>Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed \$5,506,000</li> <li>Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed \$511,134</li> <li>Micro Grant (MG) – the maximum amount payable for MG-GAE is subject to appropriated funds, not to exceed \$424,096</li> </ul> The QI-GAE, EQIT-GAE, and MG-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).	<b>Contract Performance Beginning Date</b> July 1, 2020
Extension Terms State Fiscal Year 2022 \$171,543* *Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: <ul style="list-style-type: none"> <li>Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed \$6,283,201</li> <li>Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed \$505,000</li> </ul> The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE). State Fiscal Year 2023 \$174,629* *Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: <ul style="list-style-type: none"> <li>Quality Improvement (QI) – in the amount of \$7,626,301, is subject to appropriated funds,</li> <li>Expanding Quality in Infant Toddler Care (EQIT) – in the amount of \$647,000 is subject to appropriated funds</li> </ul> The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE). Total for All State Fiscal Years \$504,065*	<b>Current Contract Expiration Date</b> June 30, 2023

**Signature Page begins on next page →**



**COLORADO**  
Department of Early Childhood

### 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.

<p align="center"><b>CONTRACTOR</b> Douglas County School District RE-1</p> <p>DocuSigned by: <i>Jana Schleusner</i> 96A80AC395448A...</p> <p>By: Jana Schleusner, Director of Finance</p> <p>Date: 6/10/2022</p>	<p align="center"><b>STATE OF COLORADO</b> Jared Polis, Governor Colorado Department of Early Childhood</p> <p>Signed: DocuSigned by: <i>Lisa Castiglia</i> F11A91F07B444C8...</p> <p>Printed Name: Lisa Castiglia</p> <p>Title: CFO, Office of Early Childhood</p> <p>Date: 6/10/2022</p>
<p>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.</p> <p align="center"><b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: <i>Andrea Eurich</i> 2DEC0DEA600248F...</p> <p>By: Andrea Eurich / Janet Miks / Toni Williamson</p> <p>Amendment Effective Date: 6/13/2022</p>	

**-- Signature and Cover Pages End --**



## 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 July 1, 2022, whichever is later and shall terminate on the termination of the Contract.

## 4. PURPOSE

Douglas County School District RE-1 shall be the fiscal agent for Douglas County Early Childhood Council. Statutorily Early Childhood Councils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level supports for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels. This amendment extends the expiration date, increases funds for SFY23 services, and amends Exhibits A, B, F and G.

## 5. MODIFICATIONS

The Contract and all prior amendments thereto (Original Contract CMS 21 IHIA 159823; Amendment #1 CMS 21 IHIA 164839; Amendment #2 CMS 21 IHIA 167441; Amendment #3 CMS 22 IHIA 167973; Amendment #4 CMS 22 IHIA 174604) are modified as follows:

### A. Extend the Contract Expiration Date from June 30, 2022 to June 30, 2023

The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.



**B. Increase the Contract Amount for SFY23 by \$174,629 and Increases the Maximum Amount for All State Fiscal Years from \$329,436 to \$504,065.**

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.

**C. Exhibit A – Statement of Work**

Exhibit A – Amendment #5, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

**D. Exhibit B – Budget**

Exhibit B – Amendment #5, which is attached and incorporated by this Amendment, shall be added to Exhibit B of the Original Contract.

**E. Exhibit F – Additional Provisions**

Exhibit F – Amendment #5, which is attached and incorporated by this Amendment, shall replace to Exhibit F – Amendment #4 of the Original Contract.

**F. Exhibit G – Supplemental Provisions for Federal Awards**

Exhibit G – Amendment #5, which is attached and incorporated by this Amendment, shall be added to Exhibit G 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.



**STATEMENT OF WORK (SOW)**

EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)

COLORADO SHINES QUALITY IMPROVEMENT (CSQI)

EXPANDING QUALITY IN INFANT TODDLER CARE INITIATIVE (EQIT)

**DOUGLAS COUNTY SCHOOL DISTRICT RE-1**

**3950 TRAIL BOSS LANE**

**CASTLE ROCK, CO 80104**

**AS FISCAL AGENT FOR:**

**DOUGLAS COUNTY EARLY CHILDHOOD COUNCIL (DCECC)**

**JULY 1, 2021 – JUNE 30, 2022**



## Exhibit A – Amendment #5

### INTRODUCTION/BACKGROUND

Colorado House Bill 17-1062 authorized the creation of Colorado's Early Childhood Councils (ECC). The intent of the ECCs as stated in the legislation is to “improve and sustain the availability, accessibility, capacity and quality of early childhood services for children and families throughout the state.” According to the legislation, these Councils were established “for the purpose of developing and ultimately implementing a comprehensive system of early childhood services to ensure the school readiness of children five years of age or younger in the community.” ECCs are partners in implementing quality initiatives in child care, funded by federal and state funding streams.

Together, the Early Childhood Councils throughout the state serve to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. These services shall support children eight (8) years of age or younger and their parents in a manner that is responsive to local needs and conditions.

### STATEMENT OF WORK

The Douglas County School District through the Douglas County Early Childhood Council (DCECC) works to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services, for children 8 years and younger, in the areas of: early care and education, family support, mental health, and health. This Statement of Work was developed to reflect State Department priorities and performance standards to increase the quality, accessibility, and equity of early childhood services for children and their parents. This Statement of Work encompasses the priorities in two grant areas: Early Childhood Council Systems Building (SB) Grant, Colorado Shines Quality Improvement (CSQI) Supports Grant and the Expanding Quality for Infant/Toddler Care (EQIT).

This statement of work is intended to detail the following State priorities and performance standards:

1. Develop and execute a strategic plan that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity and affordability of early childhood services for children and their parents.
2. Conduct a comprehensive annual evaluation and report its local progress, based on the needs and goals set for program performance, utilizing the results of the accountability measures as defined in the strategic plan.
3. Apply for early childhood funding pursuant to 26-6.5-104, utilizing a fiscal agent to disperse funds and serve as the employer of the Council Director.
4. Actively inform and include small or under-represented early childhood service providers in Early Childhood activities and functions.
5. DCECC shall support the promotion and engagement of key activities related to the Colorado Shines Quality Rating and Improvement System in partnership with the county health department of human services/social services and the larger council membership to include community dispersion of high quality CCCAP and increasing the number of children served in high quality programs..

### PERIOD OF PERFORMANCE

July 1, 2022- June 30, 2023



Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	DCECC shall develop and execute a strategic plan that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity and affordability of early childhood services for children and their parents.				
Key Activity A: Implement DCECC’s strategic plan that responds to local needs and conditions					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
DCECC Executive Committee reviews and approves FY22-23 DCECC Strategic Plan	July 1, 2022-June 30, 2023	1) DCECC Strategic Plan is executed in Sept. 2022 after extensive review by DCECC Executive Committee. 2) DCECC Strategic Plan is authorized by CDEC in accordance with sections 7.717.5, C & D. 3) DCECC Strategic Plan is made available to the Douglas County community via the DCECC website by Oct. 2022	Meeting Minutes Strategic Plan DCECC Website	DCECC Director Executive Committee Webmaster	SB: Personnel SB: Contractors
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	DCECC shall establish a local system of accountability to measure progress based on the needs and goals set for program performance.				
Key Activity A: Determine local system of accountability measures					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Establish and track accountability measures to evaluate progress, slippage, barriers, new opportunities	July 1, 2022-June 30, 2023	Data outcomes shall be reviewed and discussed quarterly at Executive Committee meetings in Oct. 2022, Feb. 2023, June 2023	Accountability Measures Meeting Minutes	DCECC Director DCECC Executive Committee	SB: Personnel SB: Contractor
Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	DCECC conducted a comprehensive evaluation of its work and developed an annual report, containing the results of the accountability measures as defined in the strategic plan.				
Key Activity A: Analyze accountability measures.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
DCECC Executive Committee shall analyze and explain accountability measures	July 1, 2022 - June 30, 2023	Data shall be analyzed and explanations developed by March 30, 2022	SalesForce SUGAR CRM ecConnect Local & Shared data outcomes	DCECC Director Executive Committee	SB: Personnel SB: Contractor

Work Plan					
Key Activity B: Write and submit a comprehensive annual report to CDEC.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Using results of accountability measures, write the annual evaluation report	July 1, 2022-June 30, 2023	Annual evaluation report shall be written by June 30, 2023.	SalesForce SUGAR CRM ecConnect Local & Shared Data outcomes	DCECC Director DCECC Executive Committee	SB: Personnel
Submit evaluation report to CDEC	July 1, 2022 – June 30, 2023	Annual evaluation report is submitted to CDEC by June 30, 2023	SalesForce SUGAR CRM ecConnect Local & Shared Data outcomes	DCECC Director	SB: Personnel
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	DCECC has applied and been approved for early childhood funding pursuant to 26-6.5-104, C.R.S				
Key Activity A: Fiscal agent is the contractor for DCECC and disperses funds accordingly.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
CDHS CDEC grant contracts are signed by the fiscal agent finance representative.	July 1, 2022-June 30, 2023	Grant contracts are signed by Finance Director and returned to CDEC for processing. Signed contracts from CDEC are returned and ready to implement.	Emails Contracts	DCECC Director Finance Director	SB: Personnel SB: Indirect
Key Activity B: Develop annual budgets for each grant funding stream.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Set up separate approved grant budgets for SB, CSQI, EQIT, other grants	July 1, 2022-June 30, 2023	Grants budgets are set up electronically by fiscal agent	Grant budgets code numbers are set up for each grant category	DCECC Director Fiscal agent Finance Dept.	SB: Personnel SB: Indirect
Reconcile grant budgets monthly with fiscal agent ‘s grant manager	July 1, 2022-June 30, 2023	Grant budgets per each grant are reviewed each month (SB, CSQI, GAE, EQIT, other) Grant invoices are turned into CDEC by the 15 <sup>th</sup> of the month	Monthly CSQI GAE Invoice with back-up for spending & coaching Other monthly grant funding stream invoices to CDEC	DCECC Director Fiscal Agent Finance	SB: Personnel
Budget updates are presented quarterly at DCECC Executive Committee meetings	July 1, 2022 - June 30, 2023	Budget updates are presented to Executive Committee quarterly in Oct., Jan. and April	Meeting Minutes	DCECC Director DCECC Executive Committee	SB: Personnel



Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	DCECC shall achieve and/or exceed 60% engagement in Colorado Shines Quality Rating and Improvement System (QRIS) for licensed ECE programs who are L2 or higher				
Key Activity A: Provide quality improvement outreach and TA about CO Shines QRIS to L1-L5 programs.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Conduct QI outreach and technical assistance to licensed L1-L5 programs to provide navigation support in CO Shines.	July 1, 2022 - June 30, 2023	A minimum of 60% of licensed child care programs (L2+) shall engage in CO Shines QRIS by June 30, 2022	Coach invoices	DCECC Director QI Coaches	CSQI: Personnel CSQI: Contracting
Offer coaching support to licensed L1-L5 ECE programs that are engaged in CO Shines QRIS.	July 1, 2022 – June 30, 2023	A minimum of 20 ECE programs shall increase their QRIS rating level to L2+ on CO Shines by June 30, 2023.	SUGAR CRM monthly coaching report Monthly CSQI coaching invoices	QI Coaches DCECC Director	CSQI-Personnel CSQI-Contracting
Key Activity B: Promote professional development (PD) trainings/opportunities to licensed providers.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Offer and promote PD trainings that increase knowledge about high quality care and early childhood development	July 1, 2022- June 30, 2023	1) Hold a minimum of 4 local PD trainings 2) Promote PD trainings outside of the county	DCECC website DCECC Facebook Page Email distribution	DCECC Director QI Coaches Webmaster Facebook Contractor	CSQI: Personnel CSQI: Contracting
Key Activity C: Small or under-represented early childhood service providers are included in DCECC’s activities and functions.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Include small or under-represented early childhood service providers in promotion of DCECC’s activities and functions.	July 1, 2022-July 30, 2023	1) DCECC Director collaborates and participates on several local community organizations and work groups, representing early childhood. 2) DCECC’s activities and functions are shared with local Community organizations so they can then share them with their clients.	DCECC Website DCECC Facebook Page Emails to community organizations	DCECC Director QI Navigators/Coaches Webmaster Facebook Contractor	CSQI: Personnel CSQI: Contracting

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in high quality programs (Levels 3-5).				
Key Activity A: Support CDEC to increase access to CCCAP slots in high quality programs (L3-5).					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Engage licensed L1-L5 ECE programs to apply for a CCCAP fiscal agreement	July 1, 2022 – June 30, 2023	Minimum of 8 licensed ECE programs shall open CCCAP fiscal agreements with the Douglas County Dept of Human Services by June 30, 2022	SUGAR CRM Reports SalesForce Reports % of CCCAP fiscal agreements	DCECC Director QI Navs/Coaches CCCAP Director	CSQI: Personnel CSQI: Contracting
Engage licensed CCCAP programs to participate in CO Shines QRIS to achieve a high quality rating of L3-5	July 1, 2022 – June 30, 2023	Minimum of 8 licensed CCCAP programs shall achieve a high quality L3-5 rating.	SUGAR CRM Reports SalesForce Reports # of licensed programs who are rated L3-5 on CO Shines	DCECC Director QI Coaches	CSQI: Personnel CSQI: Contracting
Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Increase the number and percentage of children receiving child care subsidy being served in high quality program (L3-5).				
Key Activity A: Collect relevant data from CCCAP and CPP Directors to assess number and % of children receiving child care subsidy.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Collect and analyze data re: capacity to serve young children in high quality programs	July 1, 2022 - June 30, 2023	Data analysis of # young children with CCCAP subsidy being cared for in high quality licensed programs by June 30, 2023	CCCAP Data CPP Data ECCLA Shared Data CO Marketplace	DCECC Director CCCAP Director CPP Director DCECC Executive Committee	CSQI: Personnel

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Promote the Colorado Shines Quality Rating and Improvement System (QRIS) and Colorado Early Learning Development Guidelines (ELDG) at least once a month.				
Key Activity A: Actively promote Colorado Shines Quality Rating & Improvement System (QRIS)					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Promote Colorado Shines QRIS.	July 1, 2022 – June 30, 2023	Colorado Shines QRIS and more grant are shared at least once monthly in communication vehicles such as Facebook and DCECC website.	DCECC website stats DCECC Facebook data	DCECC Director Web Master Facebook contractor	CSQI: Personnel SB/CSQI: Contracting
Key Activity B: Actively promote healthy childhood development through the Colorado Early Learning & Development Guidelines (ELDG)					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Promote ELDG resources.	July 1, 2022 – June 30, 2023	ELDG’s are easily accessible to parents and providers.	DCECC website stats DCECC Facebook Posts/shares	DCECC Director Web Master Facebook contractor	CSQI: Personnel SB/CSQI: Contracting
Distribute Journey to Kindergarten (J2K) brochures	July 1, 2022– June 30, 2023	ELDG website is listed on back of <u>Journey to Kindergarten</u> and <u>The Journey Begins</u> brochures.	# of brochures distributed Names of community orgs. and schools who request this resource	DCECC Director DCECC Executive Committee ECE Providers Library Staff EQIT Trainers	CSQI: Personnel

**SCHEDULE/MILESTONES:**

Douglas County Early Childhood Council (DCECC) shall measure and report on milestones meeting the determined schedules (i.e. monthly, quarterly, annually) of the State Department. Milestones should be specific, based on measurable information such as SUGAR CRM, ecConnect reporting, local CCAP data, or QRIS dashboard reports.

**1. Submit DCECC's organizational strategic plan to the State Department on an annual basis.**

*Schedule:* July 1, 2022 – June 30, 2023

*Milestones:*

- A quarterly report of the progress, slippage, barriers and opportunities of DCECC Strategic Plan is submitted to the State Department in Oct. 2022, Jan. 2023, and April 2023 followed by the annual evaluation report of the entire fiscal year.
- Link to approved DCECC Strategic Plan is shared via the DCECC website.

**2. Establish a local system of accountability to measure and assess local progress as defined in the strategic plan.**

*Schedule:* July 1, 2022 – June 30, 2023

*Milestones:*



## Exhibit A – Amendment #5

- a. Results of the accountability measurements, as defined in the strategic plan, are reported in quarterly reports to DCECC's QRIS Specialist (Oct. 2022, Jan. 2023, April 2023) to CDEC.
- 3. Conduct a comprehensive evaluation and written report based on the strategic plan accountability metrics on an annual basis.**  
*Schedule:* Annually: July 1, 2022 - June 30, 2023.  
*Milestones:*
  - a. Comprehensive evaluation report, based on strategic plan metrics for the fiscal year, is written by DCECC Director and submitted to State Department by deadline date set by CDEC (June 2023).
- 4. Apply for early childhood funding pursuant to 26-6.5-104 utilizing a fiscal agent to administer and disperse funds.**  
*Schedule:* July 1, 2022 – June 30, 2023  
*Milestones:*
  - a. DCECC has applied for and been approved for grant opportunities offered by CDEC.
  - b. Finance Director signs CDEC contracts to benefit DCECC.
  - c. Invoices are submitted to QRIS Specialist (i.e. CDEC) by due date each month.
- 5. Increase Colorado Shines Quality Rating and Improvement System Engagement (Level 2-Level 5) to 60%.**  
*Schedule:* July 1, 2022 – June 30, 2023  
*Milestones:*
  - a. Colorado Shines QRIS engagement strategies are discussed monthly with QRIS Specialist at CDEC.
  - b. Colorado Shines QRIS engagement strategies are discussed monthly with QI Coaches.
  - c. Colorado Shines QRIS data is tracked via SUGAR CRM and/or Salesforce monthly.
- 6. Increase the number and percentage of children receiving child care subsidy being served in high quality (L3-5) programs.**  
*Schedule:* July 1, 2022 – June 30, 2023  
*Milestones:*
  - a. Incremental increases in the number and percentage of children receiving child care subsidy being served in high quality programs (L3-5) as measured in Salesforce Reports, SUGAR CRM, and local CCCAP data in Douglas County shall occur.
- 7. Actively inform and include small and underrepresented early childhood service providers in EDCECC's early childhood activities and functions.**  
*Schedule:* July 1, 2022 – June 30, 2023  
*Milestones:*
  - a. Small and underrepresented are involved with DCECC's activities and functions.
- 8. Promote the Colorado Shines Quality Rating and Improvement System (QRIS) and Colorado Early Learning Development Guidelines (ELDG) at least once a month.**  
*Schedule:* July 1, 2022 – June 30, 2023  
*Milestones:*



## Exhibit A – Amendment #5

- a. *Colorado Shines Quality Rating and Improvement System (QRIS)* is promoted, at least monthly, at meetings, provider trainings, and social media (i.e. website and Facebook page) to increase awareness and knowledge about early childhood development and the Colorado Shines program.
- b. The updated *Colorado Early Learning and Development Guidelines (ELDG's)* manuals shall be distributed to early childhood programs engaged in Colorado Shines QRIS.

### ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Department of Early Childhood (CDEC), Child Care Quality Initiatives Unit. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished. DCECC shall work diligently and tirelessly to meet the priorities and performance standards set by the State Department in this Scope of Work and shall make adjustments, as needed, based on feedback by the QRIS Specialist.



## **EQIT Statement of Work (SOW)**

### **Introduction/Background**

The contractor, through the direct work of the Douglas County Early Childhood Council (DCECC), strives to create a seamless system of early childhood services representing collaboration and coordination among various public and private stakeholders for the effective delivery of early childhood services, for children 8 years and younger, in the domain areas of: Early Care & Education, Family Support & Education, and Health & Well-Being.

The primary goal of the EQ Initiative is to increase the quality and availability of responsive group care for infants and toddlers across Colorado. The EQ Initiative focuses on providing infant toddler caregivers evidence-based professional development they need to ensure each child has access to the responsive relationships that define quality early care and learning, encouraging programs to meet the full range of developmental needs for infants and toddlers. This initiative works through the EQ Infant Toddler Specialist Network and in partnership with local communities to increase the quality of caregiver interactions with infants and toddlers in child care settings. The primary evidence-based professional development activities carried out by local, approved EQ Infant Toddler Specialists are the 48-hour EQIT course of training offered in local communities across the state and Coaching with the EQ RELATE. All individuals teaching the EQIT course must have completed the state-level Infant Toddler Specialist Foundations course and possess a Colorado Trainer Credential or Trainer Approval. All individuals conducting EQ RELATE Coaching must adhere to the EQ model, utilizing the EQ RELATE Coaching tools, and hold a Colorado Coaching Credential. Additional activities include the fidelity implementation of evidence-based professional development for infant and toddler early care educators and the capacity-building of infant toddler specialists and local communities.

### **Scope of Work**

This Scope of Work was developed to reflect State Department priorities and performance standards in the grant area of: Expanding Quality in Infant Toddler Care Initiative (EQ Initiative). The EQ Initiative supports DCECC to increase the quality of infant and toddler child care through the provision of evidence-based training and coaching for infant and toddler early care educators, deployed by EQ Infant Toddler Specialists and other approved individuals. EQIT training and coaching seek to increase the quality and availability of responsive, relationship-based infant toddler care in local communities across Colorado. DCECC shall offer four (4) 48-hour EQIT course of training and individualized EQIT Coaching, following all EQ Initiatives guidelines. Any changes to the EQIT Course of Training, the EQIT Coaching model must be preapproved. Other high-quality, evidence-based professional development for infant toddler early care educators can be provided with Program Manager approval including LENA Grow, Touchpoints, additional EQ RELATE Coaching, and scholarships for ECE 111/112 and/or the Infant Toddler or Family Child Care CDA. All requirements of these programs must be met. The EQIT course and coaching are designed to be offered at very low cost to infant toddler caregivers across Colorado. However, Early Childhood Councils may charge a nominal fee (up to \$50/pp for training) and may use those funds ONLY for EQIT-related needs. There must be a written plan in place to reduce or eliminate this charge for individuals who cannot afford to pay training fees.

### **Period of Performance**

July 1, 2022 - June 30, 2023

**Work Plan**

EQ Initiative Outcome statement:	Individuals caring for infants and toddlers are confident and competent in their ability to engage in the responsive relationships with infants, toddlers, and their families that result in infants and toddlers experiencing secure attachments in all care settings. Infant Toddler Specialists are qualified and competent to enhance the relationships around infants and toddlers.				
Key Activity A: Collaboration with key stakeholders and systems partners, specific to infants, toddlers, and their caregivers					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Connect, coordinate and collaborate with local key stakeholders and efforts concerned with quality of infant toddler care and enhancing the relationships around infants and toddlers.	July 1, 2022- June 30, 2023	DCECC Director and/or EQ team members shall contact and collaborate with key stakeholders to include the community college, local infant toddler initiatives, and Colorado Shines Quality Improvement. DCECC Director and EQ team members shall participate in professional development and/or technical assistance offered by the EQ Initiative.	DCECC Director promotes EQIT courses via DCECC's early learning providers email listserve. DCECC Director shares EQIT course flyers via email and hard copy to DCECC Executive Committee members who share it with their networks. DCECC Director advertises course flyers through email distribution, DCECC website, DCECC FB page.	DCECC Director (i.e. EQIT Team Lead) EQIT Trainers EQIT Coaches Webmaster FB Contractor	EQIT: Personnel EQIT Contractors

<b>Work Plan</b>					
<b>Key Activity B: Fidelity Implementation of Evidence-based, Infant Toddler Specific Training</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Fidelity implementation of EQIT, an evidence-based, infant and toddler-specific course of training	July 1, 2022- June 30, 2023	Contingent on capacity and community need, completion of four (4) EQIT 48-hour courses of training which fully meets EQ Initiative requirements as outlined in the business rules for EQ Initiative Activities. Each Infant Toddler Specialist who teaches part or all of an EQIT course completes an annual fidelity video self-reflection on their teaching and maintains a Trainer Credential. This must be complete one month in advance of the due date.: June 2022 in order to teach the EQIT course in Douglas County.	By July 30, 2022, DCECC shall provide annual plan to hold four (4) EQIT courses in FY21-22 with advertising. By July 30, 2022, primary contact and registration contact for EQIT shall be provided to EQ Initiative at least quarterly or whenever it changes. Materials are requested at least 2 weeks before start date of EQIT course. Update of reporting spreadsheet is provided each month with EQIT GAE invoice. EQIT certificates are ordered by DCECC Director within two weeks of completion of each EQIT course. EQ Infant Toddler Specialists who provide EQIT course have completed Infant Toddler Specialist Foundation Course and hold a current Trainer Credential by July 1, 2022. EQ Infant Toddler Specialists provide verification of video self-reflection to the EQ Initiative by June 15, 2022 if they want to train in FY22-23. Douglas County EQ Team shall meet virtually in May 2022 to schedule FY22-23 courses and to assure EQ trainers meet eligibility requirements of EQ Initiative.	DCECC Director) EQIT ITS	EQIT: personnel EQIT: Contracted trainers
Fidelity implementation and course outcome data collected	July 1, 2022- June 30, 2023	Course participants complete EQ Initiative online data collection survey	A minimum of 50% of EQIT online data collection surveys shall returned at the end of each EQIT course.	DCECC Director EQIT ITS: Katie Nester, Abbie Freeman, Darlisa Ford  NOTE: Laura Watts-Patrick is in the process of completing EQIT training requirements; Dusti Stanton has moved but may still be an EQIT Trainer for Douglas County.	EQIT: personnel EQIT: contracted trainers



<b>Work Plan</b>					
<b>Key Activity C: Fidelity implementation of Evidence-based, Infant Toddler Specific Coaching</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Fidelity implementation of EQ RELATE Individualized Reflective Coaching, an evidence-based, infant and toddler specific coaching model	July 1, 2022- June 30, 2023	Contingent on capacity and community need, infant toddler early care educators participating in EQIT courses receive between 8 or more hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities. Each Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential	Reflective Supervision Coach provides EQ RELATE Individualized Reflective Coaching to EQIT Coaches once per month.	Reflective Supervision Coach EQIT Coaches	EQIT Student Fees
Infant Toddler Specialist-provided coaching	July 1, 2022- June 30, 2023	Contingent on capacity and community need, infant toddler early care educators participating in approved coursework or other approved activities can receive between 8 to 15 or more hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities.  Each Infant Toddler Specialist providing coaching maintains a Colorado Coaching Credential	Update of reporting spreadsheet quarterly June 30, 2022, Oct. 30, 2022, January 31, 2023, April 30, 2023 and each time coaching is reimbursed/invoiced. EQ Coach gives teachers who have received 8 or more hours of EQ RELATE coaching a certificate, which is shared with the DCECC Director. Total hours are also noted on the EQIT Monthly Data and Reporting Infant toddler specialists providing EQ RELATE coaching have completed Coaching with the EQ RELATE Training and hold Coaching Credential by July 1, 2022.	DCECC Director EQIT Coaches	EQIT: Personnel EQIT: Contracted Coaches
Infant Toddler Specialists shall attend the annual EQIT Conference.	July 1, 2022- June 30, 2023	Contingent on capacity, infant toddler specialists shall attend the annual EQ Conference.	EQ Specialists shall be expected to attend the EQIT Annual Conference, at least a portion of it, and shall be compensated for their time.	DCECC Director EQIT Coaches	EQIT: Personnel EQIT: Contracted Coaches

Work Plan					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Fidelity implementation of LENA Grow, an evidence-based, infant and toddler-specific coaching model	July 1, 2022- June 30, 2023	<p>Contingent on capacity and community need, infant toddler early care educators participating in LENA Grow Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities.</p> <p>4 rooms anticipated to participate in LENA Grow: 2 in the fall/winter and 2 in the spring 4 teachers x 20 hrs. = 80 hrs.</p>	<p>1) Update of reporting SS quarterly October 31, 2022, January 31, 2023, April 30, 2023 and June 30, 2023, and each time coaching is reimbursed/invoiced</p> <p>2) Infant toddler specialists providing LENA Grow coaching have completed Coaching with the EQ RELATE Training, hold Coaching Credential by July 1, 2022 and have completed LENA Grow Training.</p> <p>3) Program Agreement in place with the LENA Foundation</p>	<p>Infant Toddler Specialists, <b>Katie Nester</b> and <b>Abbie Freeman</b> shall provide LENA Grow coaching and activities</p> <p>Katie Nester” Colorado Coaching Credential expires 6/13/22</p> <p>Abbie Freeman Colorado coaching credential expires 7/10/23</p> <p>DCECC Director, shall report coaching hours</p>	

**Schedule/Milestones**

- DCECC shall submit a detailed plan for its four (4) FY22 EQIT courses and 300 hrs. of EQIT RELATE coaching to include tentative dates and instructors/coaches by Aug 1, 2022. This plan shall include documentation of Training Credentials for all instructors and Coaching Credentials for all coaches.
- DCECC shall order materials for FY22 Fall EQIT course(s) by July 30, 2022 and shall order materials for FY23 Spring EQIT course(s) by Dec. 15, 2022.
- DCECC shall submit information on any EQIT student fees charged, plan to ensure that no student shall be denied entry due to inability to pay, and anticipated use of revenues for EQ-related activities by July 1, 2022.
- DCECC shall complete four (4) EQIT courses of training by June 30, 2023.
- DCECC shall complete 300 hours of EQIT Coaching by June 30, 2023.
- DCECC shall submit required quarterly EQIT RELATE coaching reports by October 31, 2022, January 31, 2023, April 30, 2023 and June 30, 2023.



## Exhibit A – Amendment #5

### Acceptance Criteria

The acceptance of all deliverables shall reside with the Department of Early Childhood, EQIT Initiative. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.



## Colorado Department of Early Childhood BUDGET WITH JUSTIFICATION FORM

<b>Contractor Name</b>	Douglas County School District
<b>Budget Period</b>	July 1, 2022 - June 30, 2023
<b>Project Name</b>	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI) Child Care Resource & Referral (CCR&R) FCCH Navigator

<b>Program Contact Name and Title</b> Phone Email	Sandra Gregory, Council Coordinator 720-560-7300 sandra.gregory@dcsdk12.org
<b>Fiscal Contact Name and Title</b> Phone Email	Rebekah Brooks, Bookkeeper 720-433-1091 rebekah.brooks@dcsdk12.org

Expenditure Categories										
Personnel Services - Salaried Employees										FY 2023
Position Title	Description of Work and Fringe Benefits Include: PERA, Medicare, payroll taxes and long-term disability insurance.	Gross or Annual Salary	Fringe	Number of Months on Project	Total Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Child Care Resource & Referral (CCR&R)	FCCH Navigator	Total Amount Requested from CDEC
DCECC Director	FTE: estimated salary & fringe (figured at 22% of salary) to manage the daily activities of DCECC and to achieve the outcomes of the Statement of Work.	\$75,000	\$16,500	12	95%	\$ 41,175	\$ 45,750	\$ -	\$ -	\$ 86,925
Bookkeeper	Estimated extra pay plus fringe benefits (figured at 22% of salary). Duties: receives and processes invoices, monthly reports to OEC, and credit card expenses.	\$10,000	\$2,200	12	95%	\$ 5,490	\$ 6,100	\$ -	\$ -	\$ 11,590
<b>Total Personnel Services (including fringe benefits)</b>						<b>\$ 46,665</b>	<b>\$ 51,850</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 98,515</b>
Contractors/Consultants (payments to third parties or entities)										FY 2023
Name	Description of Item	ECSB		CSQI		CCR&R		Navigator		Requested from
QI Coaches	Base funding to provide outreach, TA support, coaching for L1-5 providers @ contracted rates (vary)	\$ -	\$ -	\$ 37,251	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,251
BridgeCare	Cost to implement BridgeCare Program in Douglas County to align this resource with other metro counties	\$ -	\$ -	\$ 13,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,500
<b>Total Contractors/Consultants</b>						<b>\$ -</b>	<b>\$ 50,751</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,751</b>
Travel										FY 2023
Item	Description of Item	ECSB		CSQI		CCR&R		Navigator		Requested from
SB Travel	Mileage x 150 miles per month	\$ 1,053	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,053
<b>Total Travel</b>						<b>\$ 1,053</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,053</b>

Supplies & Operating Expenses						FY 2023
Item	Description of Item	ECSB	CSQI	CCR&R	Navigator	Requested from
Office Supplies	Computer ink, general supplies, postage	\$ 862	\$ 500	\$ -	\$ -	\$ 1,362
Public Engagement	Promo items, printing of materials, PE activities	\$ 1,500	\$ 2,000	\$ -	\$ -	\$ 3,500
QI Materials & Trainings	QI resource materials to increase CO Shines engagement; conduct PD trainings	\$ -	\$ 1,510	\$ -	\$ -	\$ 1,510
Mtg. Materials & Food	Cost to hold in-person mtgs; refreshments; mtg. materials, etc.	\$ 1,025	\$ -	\$ -	\$ -	\$ 1,025
ECCLA Dues	Annual dues for ECCLA Membership	\$ 2,500	\$ -	\$ -	\$ -	\$ 2,500
Website Maintenance	Annual cost for website maintenance and upgrades	\$ 1,500	\$ 1,000	\$ -	\$ -	\$ 2,500
Professional Development	Funds to support QI coaches with credential renewals & PD trainings/Courses	\$ -	\$ 1,514	\$ -	\$ -	\$ 1,514
Social Media Fees	Annual cost to administer Facebook (daily posts, track data, etc.)	\$ 1,500	\$ 1,500	\$ -	\$ -	\$ 3,000
Technology	Computer, printer, phone	\$ 3,500	\$ -	\$ -	\$ -	\$ 3,500
Total Supplies & Operating Expenses		\$ 12,387	\$ 8,024	\$ -	\$ -	\$ 20,411
TOTAL DIRECT COSTS		\$ 60,105	\$ 110,625	\$ -	\$ -	\$ 170,730
MODIFIED TOTAL DIRECT COSTS (MTDC)		\$ 60,105	\$ 98,374	\$ -	\$ -	\$ 158,479
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.						
REMOVED SUBAWARD IN EXCESS OF \$25,000						
Indirect Costs						FY 2023
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]						
Item	Description of Item	ECSB	CSQI	CCR&R	Navigator	Requested from
Indirect rate:	State negotiated rate of 2.46%	\$ 1,479	\$ 2,420	\$ -	\$ -	\$ 3,899
Total Indirect		\$ 1,479	\$ 2,420	\$ -	\$ -	\$ 3,899
TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)		\$ 61,584				
TOTAL COLORADO SHINES QUALITY IMPROVEMENT (CSQI)			\$ 113,045			
TOTAL CHILD CARE RESOURCE & REFERRAL (CCR&R)				\$ -		
TOTAL FCCH Navigator					\$ -	
TOTAL AMOUNT REQUESTED FROM CDHS						\$ 174,629
PERCENTAGE OF BUDGET BY PROJECT						FY 2023
		ECSB	CSQI	CCR&R	Navigator	Total Percentage
PERCENTAGE OF BUDGET BY PROJECT		35%	65%	0%	0%	100%

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



## 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](mailto: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 vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.
- D. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC. If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC 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.
- E. Timely Invoicing - Invoices shall be submitted no later than 30 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](mailto: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.



## Exhibit F – Amendment #5

- F. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- G. 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.
- H. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor.

### 5. PARTICIPATION

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

### 6. SUPPLANTING

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

### 7. 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. Budget adjustment requests over 10%, adding new expense lines, 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.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee shall be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDEC. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDEC staff. This process shall never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDEC program staff.

### 8. TRAVEL

- A. Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>.
- B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.



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- C. Hotel rates cannot exceed any rate established for conference attendance.
- D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

**9. SUBRECIPIENT**

Contractors determined to be a Sub-recipient of federal funds shall complete the sub-recipient performance report and assessment survey at: <https://forms.gle/QTXGEabvipymdsfd8> upon contract execution. Failure to complete the performance report and assessment survey shall delay payment to the Contractor.

**10. 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 Department of Early Childhood (CDEC), the agency must report in writing the details of the critical incident to the CDEC 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.

**11. 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 Colorado Department of Human Services (CDHS) Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

**12. GENERAL ACCOUNTING ENCUMBRANCE (GAE)**

There are three types of GAE that shall be utilized for this Contract: Quality Improvement (QI), Expanding Quality in Infant and Toddler Care (EQIT); and Micro Grant (MG). All Early Childhood Councils shall have access to all GAE types. All expenditures against the GAEs require pre-approval from the Program.

**A. QUALITY IMPROVEMENT GENERAL ACCOUNTING ENCUMBRANCE (QI-GAE)**

- 1. Payment for Quality Improvement (QI) to all contractors will be made as incurred, in whole or in part, from the total available funds to be utilized for Quality Improvement that includes: coaching activities and coach training, professional development of staff, purchases of program specific materials, temporary teaching funds, and capital expenditures. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to





QI funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of QI funds.

- a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
3. Invoices shall be submitted separately for pre-approved QI expenditures.
  - a) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).

**B. EXPANDING QUALITY IN INFANT TODDLER CARE GENERAL ACCOUNTING ENCUMBRANCE (EQIT-GAE)**

1. Payment for Expanding Quality in Infant Toddler Care (EQIT) to all contractors will be made as incurred, in whole or in part, from the total available funds shall be utilized to support the following quality improvement efforts: deployment of the EQ Infant Toddler Specialist Network to provide evidence-based, infant toddler specific professional development, e.g. the Expanding Quality for Infant and Toddler (EQIT) 48-hour course, EQ Relate coaching for individuals completing the EQIT course, and support for the related costs of professional development for current and new infant toddler specialists. To be utilized for EQIT as outlined in **Exhibit A – Statement of Work**. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to EQIT funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of EQIT funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
  - b) Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
  - c) Invoices shall be submitted separately for pre-approved EQIT expenditures.
  - d) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).
2. UP TO RATES (direct and indirect).  
The indirect rate should not be bundled within the direct rate of an EQIT activity (course, coaching, data and reporting, etc.). In cases where a Council or fiscal agent charges an indirect



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rate, these charges should be reflected within the invoice and calculated based on actual expenses. The corrected rates include:

- a) \$4,200 per EQIT Course;
- b) \$300 per EQIT Course to support data and reporting; and
- c) \$27 per hour for EQ RELATE Coaching.

Because this is a cost reimbursement contract, charges for these activities should be based on actual costs, but in no case should charges exceed the amounts noted for each activity.

### 3. PROGRAM INCOME

In cases where an Early Childhood Council is charging fees to EQIT participants, this funding is considered program income. The program income must be documented and the agency must demonstrate how it is spent relative to the program.

## C. MICRO GRANT GENERAL ACCOUNTING ENCUMBRANCE (MG-GAE)

1. Payment for Micro grants to all contractors shall be made as incurred, in whole or in part, from the total available funds shall be used to support startup costs for licensed child care programs. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to Micro grant funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of Micro grant funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
3. Invoices shall be submitted separately for pre-approved Micro Grant expenditures.
  - a) The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).

## 13. GIFT CARDS

The Distribution of Gift Cards, where applicable, shall adhere to the following:

- A. The contractor agency must have a written Gift Card Distribution Policy in place and this plan must be approved by the Department of Early Childhood before gift cards may be purchased. The policy must include maintaining an audit log of gift card purchases and disbursements and a process for routine reconciliations.
- B. The contractor agency's gift card policy must ensure that gift cards cannot be redeemed for cash and must restrict the recipient from using gift cards for alcohol, firearms, tobacco, lottery tickets, or entertainment.
- C. Gift Cards must be distributed to recipients within five (5) business days of purchase.



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- D. Gift Cards should be given at the conclusion of an event or upon completion of an activity or milestone.
- E. Contractor agency staff shall have recipients sign a form that includes the following: Date, Name of Gift Card Recipient, Purpose of Gift Card, Signature of Gift Card recipient acknowledging receipt of Gift Card and Gift Card Amount.
- F. The contractor cannot request reimbursement for the cost of gift cards until distribution of the gift cards has been made to recipients. Additionally, the contractor must maintain adequate documentation to show a record of all gift card distributions.
- G. The contractor shall be held responsible for inappropriate use of gift cards.



## EXHIBIT G – Amendment #5 - 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), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

### 1) Federal Award Identification

- i. Subrecipient: **Douglas County School District RE-1;**
- ii. Subrecipient Unique Entity Identifier (UEI) number: **PHYJNNVAV225;**
- iii. The Federal Award Identification Number (FAIN) is **CCDF - 2101COCCDD – Discretionary; PDG - 90TP0054; ARPA Stabilization - 2101COCSC6; CRRSA - 2101COCCC5;**
- iv. The Federal award date is **CCDF - Discretionary - 04/06/2022 / PDG - 12/27/2019; ARPA Stabilization - 04/14/2021; CRRSA - 02/01/2021;**
- v. The subaward period of performance start date is **CCDF - Discretionary - 10/01/2021; PDG-12/31/2019; ARPA Stabilization- 10/01/2020; CRRSA - 12/27/2020 and end date is CCDF - Discretionary - 09/30/2024; PDG - 12/30/2022; ARPA Stabilization - 09/30/2023; CRRSA - 09/30/2023;**
- 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 CDEC
<b>FY23</b>	<b>CCDF Discretionary - \$82,362*</b> <b>ARPA Stabilization - \$0*</b> <b>CRRSA - \$0*</b> <b>PDG - \$0*</b>	<b>CCDF Discretionary - \$82,362*</b> <b>ARPA Stabilization - \$0*</b> <b>CRRSA - \$0*</b> <b>PDG - \$0*</b> <b>*An appropriation for Quality Improvement (QI); and Expanding Quality in Infant Toddler Care (EQIT) General Accounting Encumbrance (GAE) is subject to appropriated funds not to exceed \$7,575,350 (CCDF Discretionary = \$4,708,050; PDG = \$34,500; ARPA Stabilization = \$2,600,800; CRRSA = \$232,000) GAE funds shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12.</b>	<b>CCDF Discretionary - \$82,362*</b> <b>ARPA Stabilization - \$0*</b> <b>CRRSA - \$0*</b> <b>PDG - \$0*</b>

- vii. Federal award project description: **Child Care and Development Block Grant (CCDF); Colorado Preschool Development Grant (PDG); American Rescue Plan Act (ARPA) 2021-Stabilization; Coronavirus Response and Relief Supplemental Act (CRRSA);**



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- viii. The name of the Federal awarding agency is **CCDF - Administration for Children & Families; ARPA Stabilization and CRRSA - Administration for Children & Families; PDG - Department of Health and Human Services, Administration for Children and Families**; the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Karen Enboden, Manager, Early Learning Access and Quality, 1575 Sherman Street, 1st Floor, Denver, CO 80203, Karen.Enboden@state.co.us; 303.866.5014**;
  - ix. The Catalog of Federal Domestic Assistance (CFDA) number is **CCDF Discretionary - 93.575; PDG - 93.434; ARPA and CRRSA - 93.575**, name **CCDF - Child Care and Development Block Grant Act of 1990; PDG - ESSA Preschool Development Grants Birth through Five; American Rescue Plan Act (ARPA) 2021 Stabilization; Coronavirus Response and Relief Supplemental Act (CRRSA)**, and dollar amount is **CCDF - Discretionary - \$56,523,372; PDG - \$14,884,753; ARPA Stabilization- \$286,156,175; CRRSA - \$119,294,226**;
  - 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 CDEC cost allocation plan.
- 2) All requirements imposed by CDEC 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 and Exhibit F - Additional Provisions**.
  - 3) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC 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 and Exhibit F - Additional Provisions**.
  - 4) Subrecipient's approved indirect cost rate is **the CDEC negotiated rate of 5.07 %**.
  - 5) Subrecipient must permit CDEC and auditors to have access to Subrecipient's records and financial statements as necessary for CDEC 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 and Exhibit F - Additional Provisions**.
  - 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC 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 CDEC 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 CDEC 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



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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.

## 1. DEFINITIONS.

- 1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
  - 1.1.1. "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
    - 1.1.1.1.1. Awards may be in the form of:
      - 1.1.1.1.2. Grants;
      - 1.1.1.1.3. Contracts;
      - 1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
      - 1.1.1.1.5. Loans;
      - 1.1.1.1.6. Loan Guarantees;
      - 1.1.1.1.7. Subsidies;
      - 1.1.1.1.8. Insurance;
      - 1.1.1.1.9. Food commodities;
      - 1.1.1.1.10. Direct appropriations;
      - 1.1.1.1.11. Assessed and voluntary contributions; and
      - 1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
      - 1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
    - 1.1.1.2. Award **does not** include:
      - 1.1.1.2.1. Technical assistance, which provides services in lieu of money;
      - 1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
      - 1.1.1.2.3. Any award classified for security purposes; or
      - 1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
  - 1.1.2. "Contract" means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
  - 1.1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
  - 1.1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.
  - 1.1.5. "Entity" means:



- 1.1.5.1. If the source of funding is a Grant:
  - 1.1.5.1.1. a Non-Federal Entity;
  - 1.1.5.1.2. a foreign public entity;
  - 1.1.5.1.3. a foreign organization;
  - 1.1.5.1.4. a non-profit organization;
  - 1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
  - 1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);
  - 1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
  - 1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).
- 1.1.5.2. If the source of funding is not a Grant:
  - 1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;
  - 1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;
  - 1.1.5.3. a foreign public entity;
  - 1.1.5.4. a domestic or foreign non-profit organization;
  - 1.1.5.5. a domestic or foreign for-profit organization; and
  - 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7. If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.12. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
  - 1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 1.1.13.2. Is not organized primarily for profit; and





- 1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.20. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.21. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
  - 1.1.21.1. Salary and bonus;
  - 1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 1.1.21.4. Change in present value of defined benefit and actuarial pension plans;
  - 1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.22. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.





1.1.23. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.1.24. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

## **2. COMPLIANCE.**

2.1. Contractor/Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, including, but not limited to, all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Contractor/Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

## **3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.**

3.1. SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

3.2. DUNS. Contractor/Grantee shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s/Grantee’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s/Grantee’s information.

## **4. TOTAL COMPENSATION.**

4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

4.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and

4.1.2. In the preceding fiscal year, Contractor/Grantee received:

4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and

4.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

## **5. REPORTING.**



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- 5.1. If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

## **6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.**

- 6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3. The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §10 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

## **7. SUBRECIPIENT REPORTING REQUIREMENTS.**

- 7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
  - 7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
    - 7.1.1.1. Subrecipient DUNS Number;
    - 7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
    - 7.1.1.3. Subrecipient parent's organization DUNS Number;
    - 7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
    - 7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
    - 7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
  - 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
    - 7.1.2.1. Subrecipient's DUNS Number as registered in SAM.
    - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## **8. PROCUREMENT STANDARDS.**



- 8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 8.2. If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 8.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **9. ACCESS TO RECORDS.**

- 9.1. A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

## **10. SINGLE AUDIT REQUIREMENTS.**

- 10.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the 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.
  - 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The 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 Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
  - 10.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the 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.
  - 10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart 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 2 CFR 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 Uniform Guidance Subpart F-Audit Requirements.



## 11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.
  - 11.1.1. [Applicable to federally assisted construction contracts.] 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.
  - 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
  - 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of “funding agreement”/ “funding Contract” under 37 CFR 401.2 (a) and the Prime Recipient or 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,”/”funding Contract”, the Prime Recipient or 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 Federal Awarding Agency.
  - 11.1.4. 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 awardee(s) 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).
  - 11.1.5. 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.
  - 11.1.6. 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.
  - 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and



are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

- 11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

## **12. CERTIFICATIONS.**

- 12.1. Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient 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 the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

## **13. EXEMPTIONS.**

- 13.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 13.2. A Contractor/Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

## **14. EVENT OF DEFAULT AND TERMINATION.**

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
  - 14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
  - 14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
  - 14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
  - 14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
  - 14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END





# INTERGOVERNMENTAL CONTRACT AMENDMENT #6

## SIGNATURE AND COVER PAGE

<b>State Agency</b> Colorado Department of Early Childhood 1575 Sherman Street, 1 <sup>st</sup> Floor Denver, CO 80203	<b>Original Contract Number</b> 21 IHIA 159823
<b>Contractor</b> Douglas County School District RE – 1 3950 Trail Boss Lane Castle Rock, CO 80104	<b>Amendment Contract Number</b> 23 QAAA 180388
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 2021 \$157,893*	<b>Contract Performance Beginning Date</b> July 1, 2020
*Three General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: • Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed \$5,506,000 • Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed \$511,134 • Micro Grant (MG) – the maximum amount payable for MG-GAE is subject to appropriated funds, not to exceed \$424,096 The QI-GAE, EQIT-GAE, and MG-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).	<b>Current Contract Expiration Date</b> June 30, 2023
Extension Terms State Fiscal Year 2022 \$171,543*	
*Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: • Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed \$6,283,201 • Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed \$505,000 The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE). State Fiscal Year 2023 \$174,629*	
*Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: • Quality Improvement (QI) – in the amount of \$7,626,301, is subject to appropriated funds, • Expanding Quality in Infant Toddler Care (EQIT) – in the amount of \$647,000 is subject to appropriated funds The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE). Total for All State Fiscal Years \$504.065*	

**Signature Page begins on next page →**



**COLORADO**  
Department of Early Childhood

### 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.

<p align="center"><b>CONTRACTOR</b> Douglas County School District RE-1</p> <p>DocuSigned by: <i>Jana Schleusner</i> 96A80ACC395448A...</p> <p>By: Jana Schleusner, Director of Finance</p> <p>Date: <u>1/20/2023</u></p>	<p align="center"><b>STATE OF COLORADO</b> Jared Polis, Governor Colorado Department of Early Childhood Lisa Roy, Ed.D., Executive Director</p> <p>DocuSigned by: <i>Lisa Castiglia</i> F11A91F07B444C8...</p> <p>By: Lisa Castiglia, Director of Finance Operations</p> <p>Date: <u>1/20/2023</u></p>
<p>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.</p> <p align="center"><b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: <i>Toni Williamson</i> D2A31DEB619C418...</p> <p>By: _____ Andrea Eurich / Toni Williamson / Telly Belton</p> <p>Amendment Effective Date: <u>1/24/2023</u></p>	

**-- Signature and Cover Pages End --**



## 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 and shall terminate on the termination of the Contract.

## 4. PURPOSE

Douglas County School District RE-1 shall be the fiscal agent for Douglas County Early Childhood Council. Statutorily Early Childhood Councils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level supports for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels. This amendment amends Exhibit B.

## 5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

### A. Exhibit B – Budget

Exhibit B – Amendment #6, which is attached and incorporated by this Amendment, shall replace Exhibit B – Amendment #5 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 Early Childhood BUDGET WITH JUSTIFICATION FORM

<b>Contractor Name</b>	Douglas County School District
<b>Budget Period</b>	July 1, 2022 - June 30, 2023
<b>Project Name</b>	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI) Child Care Resource & Referral (CCR&R) FCCH Navigator

<b>Program Contact Name and Title</b> Phone Email	Sandra Gregory, Council Coordinator 720-560-7300 sandra.gregory@dcsdk12.org
<b>Fiscal Contact Name and Title</b> Phone Email	Rebekah Brooks, Bookkeeper 720-433-1091 rebekah.brooks@dcsdk12.org

Expenditure Categories										
Personnel Services - Salaried Employees										FY 2023
Position Title	Description of Work and Fringe Benefits Include: PERA, Medicare, payroll taxes and long-term disability insurance.	Gross or Annual Salary	Fringe	Number of Months on Project	Total Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Child Care Resource & Referral (CCR&R)	FCCH Navigator	Total Amount Requested from CDEC
DCECC Director	FTE: estimated salary & fringe (figured at 22% of salary) to manage the daily activities of DCECC and to achieve the outcomes of the Statement of Work.	\$75,000	\$16,500	12	95%	\$ 41,175	\$ 45,750	\$ -	\$ -	\$ 86,925
Bookkeeper	Estimated extra pay plus fringe benefits (figured at 22% of salary). Duties: receives and processes invoices, monthly reports to OEC, and credit card expenses.	\$10,000	\$2,200	12	95%	\$ 5,490	\$ 6,100	\$ -	\$ -	\$ 11,590
<b>Total Personnel Services (including fringe benefits)</b>						<b>\$ 46,665</b>	<b>\$ 51,850</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 98,515</b>
Contractors/Consultants (payments to third parties or entities)										FY 2023
Name	Description of Item	ECSB		CSQI		CCR&R		Navigator		Requested from
QI Coaches	Base funding to provide outreach, TA support, coaching for L1-5 providers @ contracted rates (vary)	\$ -	\$ -	\$ 51,083	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,083
<b>Total Contractors/Consultants</b>						<b>\$ -</b>	<b>\$ 51,083</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 51,083</b>
Travel										FY 2023
Item	Description of Item	ECSB		CSQI		CCR&R		Navigator		Requested from
SB Travel	Mileage x 150 miles per month	\$ 1,053	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,053
<b>Total Travel</b>						<b>\$ 1,053</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,053</b>

Supplies & Operating Expenses						FY 2023
Item	Description of Item	ECSB	CSQI	CCR&R	Navigator	Requested from
Office Supplies	Computer ink, general supplies, postage	\$ 862	\$ 500	\$ -	\$ -	\$ 1,362
Public Engagement	Promo items, printing of materials, PE activities	\$ 1,500	\$ 2,000	\$ -	\$ -	\$ 3,500
QI Materials & Trainings	QI resource materials to increase CO Shines engagement; conduct PD trainings	\$ -	\$ 1,510	\$ -	\$ -	\$ 1,510
Mtg. Materials & Food	Cost to hold in-person mtgs; refreshments; mtg. materials	\$ 1,025	\$ -	\$ -	\$ -	\$ 1,025
ECCLA Dues	Annual dues for ECCLA Membership	\$ 2,500	\$ -	\$ -	\$ -	\$ 2,500
Website Maintenance	Annual cost for website maintenance and upgrades	\$ 1,500	\$ 1,000	\$ -	\$ -	\$ 2,500
Professional Development	Funds to support QI coaches with credential renewals & PD trainings/Courses	\$ -	\$ 1,514	\$ -	\$ -	\$ 1,514
Social Media Fees	Annual cost to administer Facebook (daily posts, track data)	\$ 1,500	\$ 1,500	\$ -	\$ -	\$ 3,000
Technology	Computer, printer, phone	\$ 3,500	\$ -	\$ -	\$ -	\$ 3,500
Total Supplies & Operating Expenses		\$ 12,387	\$ 8,024	\$ -	\$ -	\$ 20,411
TOTAL DIRECT COSTS		\$ 60,105	\$ 110,957	\$ -	\$ -	\$ 171,062
MODIFIED TOTAL DIRECT COSTS (MTDC)		\$ 60,105	\$ 84,874	\$ -	\$ -	\$ 144,979
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. REMOVED SUBAWARD IN EXCESS OF \$25,000						
Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]						FY 2023
Item	Description of Item	ECSB	CSQI	CCR&R	Navigator	Requested from
Indirect rate:	State negotiated rate of 2.46%	\$ 1,479	\$ 2,088	\$ -	\$ -	\$ 3,567
Total Indirect		\$ 1,479	\$ 2,088	\$ -	\$ -	\$ 3,567
TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)		\$ 61,584				
TOTAL COLORADO SHINES QUALITY IMPROVEMENT (CSQI)			\$ 113,045			
TOTAL CHILD CARE RESOURCE & REFERRAL (CCR&R)				\$ -		
TOTAL FCCH Navigator					\$ -	
TOTAL AMOUNT REQUESTED FROM CDHS						\$ 174,629
PERCENTAGE OF BUDGET BY PROJECT						FY 2023
		ECSB	CSQI	CCR&R	Navigator	Total Percentage
PERCENTAGE OF BUDGET BY PROJECT		35%	65%	0%	0%	100%

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

# INTERGOVERNMENTAL CONTRACT AMENDMENT #7

<b>State Agency</b> Colorado Department of Early Childhood 710 South Ash Street Glendale, CO 80246	<b>Original Contract Number</b> 21 IHIA 159823
<b>Contractor</b> Douglas County School District RE – 1 3950 Trail Boss Lane Castle Rock, CO 80104	<b>Amendment Contract Number</b> 24 QAAA 182929
<b>Current Contract Maximum Amount</b> Initial Term <div>             State Fiscal Year 2021             <div>\$157,893*</div> </div> *Three General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: <ul style="list-style-type: none"> <li>Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed \$5,506,000</li> <li>Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed \$511,134</li> <li>Micro Grant (MG) – the maximum amount payable for MG-GAE is subject to appropriated funds, not to exceed \$424,096</li> </ul> The QI-GAE, EQIT-GAE, and MG-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE). Extension Terms <div>             State Fiscal Year 2022             <div>\$171,543*</div> </div> *Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: <ul style="list-style-type: none"> <li>Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed \$6,283,201</li> <li>Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed \$505,000</li> </ul> The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE). <div>             State Fiscal Year 2023             <div>\$174,629*</div> </div> *Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: <ul style="list-style-type: none"> <li>Quality Improvement (QI) – in the amount of \$7,626,301, is subject to appropriated funds,</li> <li>Expanding Quality in Infant Toddler Care (EQIT) – in the amount of \$647,000 is subject to appropriated funds</li> </ul> The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).	<b>Contract Performance Beginning Date</b> July 1, 2020  <b>Current Contract Expiration Date</b> June 30, 2024



**COLORADO**  
Department of Early Childhood

<p>State Fiscal Year 2024 \$188,235*</p> <p>*Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for:</p> <ul style="list-style-type: none"> <li>Quality Improvement (QI) – in the amount of \$5,344,341, is subject to appropriated funds,</li> <li>Expanding Quality in Infant Toddler Care (EQIT) – in the amount of \$627,000 is subject to appropriated funds</li> </ul> <p>The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).</p>	
Total for All State Fiscal Years	\$692,300*

**Signature Page begins on next page →**

**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.

<p align="center"><b>CONTRACTOR</b> Douglas County School District RE-1</p> <p>DocuSigned by: <i>Jana Schleusner</i> 96A80ACC395448A...</p> <p>By: Jana Schleusner, Chief Financial Officer</p> <p>Date: <u>6/23/2023</u></p>	<p align="center"><b>STATE OF COLORADO</b> Jared Polis, Governor Colorado Department of Early Childhood Lisa Roy, Ed.D., Executive Director</p> <p>DocuSigned by: <i>Lisa Castiglia</i> F11A91F07B444C8...</p> <p>By: Lisa Castiglia, Deputy Chief Financial Officer</p> <p>Date: <u>6/23/2023</u></p>
<p>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.</p> <p align="center"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>DocuSigned by: <i>Toni Williamson</i> 62A31DEB619C416...</p> <p>By: <u>Andrea Eurich / Toni Williamson / Telly Belton</u></p> <p>Amendment Effective Date: <u>6/23/2023</u></p>	

**-- Signature and Cover Pages End --**

**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 July 1, 2023, whichever is later, and shall terminate on the termination of the Contract.

**4. PURPOSE**

Douglas County School District RE-1 shall be the fiscal agent for Douglas County Early Childhood Council. Statutorily Early Childhood Councils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level supports for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels. This Amendment extends the Contract Expiration Date, increases funds for SFY24 services and amends Exhibits A, B, F and G.

**5. MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:



**COLORADO**  
Department of Early Childhood

**A. Extend the Contract Expiration Date from June 30, 2023 to June 30, 2024**

The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

**B. Increase the Contract Amount for SFY24 by \$188,235 and Increases the Maximum Amount for All State Fiscal Years from \$504,065 to \$692,300.**

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.

**C. Exhibit A – Statement of Work**

Exhibit A – Amendment #7, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

**D. Exhibit B – Budget**

Exhibit B – Amendment #7, which is attached and incorporated by this Amendment, shall be added to Exhibit B of the Original Contract.

**E. Exhibit F – Additional Provisions**

Exhibit F – Amendment #7, which is attached and incorporated by this Amendment, shall replace Exhibit F – Amendment #5 of the Original Contract.

**F. Exhibit G – Supplemental Provisions for Federal Awards**

Exhibit G – Amendment #7, which is attached and incorporated by this Amendment, shall be added to Exhibit G 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 Early Childhood

**Exhibit A – Amendment #7**

## **STATEMENT OF WORK (SOW)**

**EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)  
COLORADO SHINES QUALITY IMPROVEMENT (CSQI)  
EXPANDING QUALITY INFANT AND TODDLER (EQIT)**

**DOUGLAS COUNTY SCHOOL DISTRICT  
3950 TRAIL BOSS LANE  
CASTLE ROCK, CO 80104**

**AS FISCAL AGENT FOR:**

**DOUGLAS COUNTY EARLY CHILDHOOD COUNCIL**

**JULY 2023 - JUNE 2024**





## **INTRODUCTION/BACKGROUND**

Colorado House Bill 17-1062 authorized the creation of Colorado's Early Childhood Councils (ECC). The intent of the ECCs as stated in the legislation is to “improve and sustain the availability, accessibility, capacity and quality of early childhood services for children and families throughout the state.” According to the legislation, these Councils were established “for the purpose of developing and ultimately implementing a comprehensive system of early childhood services to ensure the school readiness of children five years of age or younger in the community.” ECCs are partners in implementing quality initiatives in child care, funded by federal and state funding streams.

Together, the Early Childhood Councils throughout the state serve to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. These services shall support children eight (8) years of age or younger and their parents in a manner that is responsive to local needs and conditions.

The primary goal of the Expanding Quality in Infant Toddler Care Initiative (EQ Initiative) is to increase the quality and availability of responsive group care for infants and toddlers across Colorado. The EQ Initiative focuses on providing infant toddler caregivers evidence-based professional development they need to ensure each child has access to the responsive relationships that define quality early care and learning, encouraging programs to meet the full range of developmental needs for infants and toddlers. This initiative works through the EQ Infant Toddler Specialist Network and in partnership with local communities to increase the quality of caregiver interactions with infants and toddlers in child care settings.

The primary evidence-based professional development activities carried out by local, approved EQ Infant Toddler Specialists are the 48-hour EQIT course of training offered in local communities across the state and Coaching with the EQ RELATE. All individuals teaching the EQIT course must be Professional Development Information System (PDIS) Credentialed EQ Infant Toddler Specialists as of the beginning of the performance period. All individuals conducting EQ RELATE Coaching must adhere to the EQ model, utilizing the EQ RELATE Coaching tools, and be a PDIS Credentialed EQ Infant Toddler Specialist Coach. Additional activities include the fidelity implementation of evidence-based professional development for infant and toddler early care educators and the capacity-building of infant toddler specialists and local communities.

## **SCOPE OF WORK**

The Douglas County School District through the Douglas County Early Childhood Council (DCECC) works to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services, for children 8 years and younger, in the areas of: early care and education, family support, mental health, and health. This Statement of Work was developed to reflect State Department priorities and performance standards to increase the quality, accessibility, and equity of early childhood services for children and their parents. This Statement of Work encompasses the priorities in three grant areas: Early Childhood Council Systems Building (SB) Grant, Colorado Shines Quality Improvement (CSQI) Supports Grant and the Expanding Quality for Infant/Toddler Care (EQIT).

### **Systems Building:**

- Maintain full compliance with requirements and guidelines set forth by state legislation and Early Childhood Council rules
  - Apply for early childhood funding pursuant to § 26-6.5-104

**Exhibit A – Amendment #7**

- Develop and execute a strategic plan that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity and affordability of early childhood services for children and their parents
- Establish a local system of accountability to measure local progress based on the needs and goals set for program performance
- Select a fiscal agent to disburse funds and serve as the employer of the Council Director
- Actively inform and include a broad, diverse group of members and partners in Early Childhood Council activities and functions including small or under-represented early childhood service providers across Douglas County

**CSQI:**

- Improve equitable access to learning experiences and childcare environments that are high quality, developmentally appropriate, and affordable by increasing the programs that have a Colorado Shines rating at Level – 2 or higher to 60% by the end of the project period from a baseline of 51%.
  - Partner with agencies and the Department of Human Services and programs to increase the number of Colorado Child Care Assistance Program (CCCAP) fiscal agreements in the Douglas County region.
  - Increase the number of Level 2-5 programs to 60% or higher by promoting and implementing the Colorado Shines program
  - Provide coaching supports using a menu of evidence-based coaching services
  - Connect providers with funding opportunities and supports available at the local, regional and state levels.
  - Promote the Colorado Shines Quality Rating and Improvement System at least once a month using a variety of modalities including email blasts, newsletters and information sharing at meetings
  - Promote the Early Learning and Development Guidelines at least once a month.

**EQIT:**

- Individuals caring for infants and toddlers are confident and competent in their ability to engage in the responsive relationships with infants, toddlers, and their families that result in infants and toddlers experiencing secure attachments in all care settings. EQ Infant Toddler Specialists are qualified and competent to enhance the relationships around infants and toddlers.
  - Collaboration with key stakeholders and systems partners, specific to infants, toddlers, and their caregivers
  - Fidelity Implementation of Evidence-based, Infant Toddler Specific Training
  - Fidelity implementation of Evidence-based, Infant Toddler Specific Coaching

**PERIOD OF PERFORMANCE**

July 1, 2023 - June 30, 2024

## WORK PLAN

Systems Building Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Maintain full compliance with requirements and guidelines set forth by state legislation and Early Childhood Council rules				
Key Activity A: (SYSTEMS BLDG) Apply for early childhood funding pursuant to § 26-6.5-104					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Annually submit budgets, amendments and updated Scopes of Work to the state for continued funding	July 1, 2023 - June 30, 2024	Annual funding secured	Submitted budgets and scopes of work	Council Director	Personnel Systems Building (SB)
Key Activity B: (SYSTEMS BLDG) Develop and execute a strategic plan that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity and affordability of early childhood services for children and their parents					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Annually revise and update the Council’s Strategic Plan	July 1, 2023 - June 30, 2024	Updated goals, objectives and milestones in strategic plan	Plan approved by the Council and submitted to the Colorado Department of Early Childhood (CDEC) annually	Council Director	Personnel SB
Key Activity C: (SYSTEMS BLDG) Establish a local system of accountability to measure local progress based on the needs and goals set for program performance					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Report annually on the results of the accountability measurements defined in the Strategic Plan.	July 1, 2023 - June 30, 2024	Evaluation and Annual Report	Report submitted and approved by the Council and state	Council Director	Personnel SB
Conduct a comprehensive evaluation and report, based on the strategic plan	July 1, 2023 - June 30, 2024	Use measures established in Strategic Plan to conduct evaluation and report results to CDEC and community	Annual report completed and submitted	Council Director	Personnel SB
Participate as needed in the Shared Measures data collection	July 1, 2023 - June 30, 2024	Completed Early Childhood Council Shared Measurements	Shared measures updated	Council Director	Personnel SB
Key Activity D: (SYSTEMS BLDG) Select a fiscal agent to disburse funds and serve as the employer of the Council Director					
Maintain a fiscal agent to disburse funds and serve as the employer of the Council staff	July 1, 2023 - June 30, 2024	Fiscal Agent in place and is also employer of Council staff	Fiscal Agent in place is also employer of Council Staff	Council Director Steering Committee Mountain Valley	Personnel SB



Key Activity E: (SYSTEMS BLDG) Actively inform and include a broad, diverse group of members and partners in Early Childhood Council activities and functions including small or under-represented early childhood service providers across Douglas County					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Share information using different platforms including email, meetings, website, social media and newsletters	July 1, 2023 - June 30, 2024	Information shared in a timely manner	Information is shared in a timely manner across multiple platforms.	Council Director and Executive Council Members	Personnel SB, CSQI
Actively engage members and partners in collaborative conversation regarding needs, gaps and innovative ideas to improve the overall system.	July 1, 2023 - June 30, 2024	Participate in local groups and meetings to further the work of the Council’s Systems Building efforts as well as participate in member’s initiatives and overall work.	Participating in local meetings across the region.	Council Director and Executive Council Members	Personnel SB, CSQI
CQSI Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Improve equitable access to learning experiences and childcare environments that are high quality, developmentally appropriate, and affordable by increasing the programs that have a Colorado Shines rating at Level – 2 or higher to 60% by the end of the project period from a baseline of 51%.				
Key Activity F: (CSQI-O) Implement a comprehensive, high quality early childhood system that shall support accessible, equitable and affordable childcare options for children and families					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Partner with agencies and the Department of Human Services and programs to increase the number of CCCAP fiscal agreements in the Douglas County region.	July 1, 2023 - June 30, 2024	Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in high quality programs level 3-5	Increase in total number of CCCAP fiscal agreements from 50-55%  Number/Percent of Level 3-5 programs who have an active CCCAP Fiscal Agreement is 60 out of 64 or 94%	Council Director	Personnel QI
Increase the number of Level 2-5 programs to 60% or higher by promoting and implementing the Colorado Shines program	July 1, 2023 - June 30, 2024	Number of Level 2-5 programs increased	Number of level 2-5 programs	Council Director	Personnel QI
Provide coaching supports using a menu of evidence-based coaching services	July 1, 2023 - June 30, 2024	Hours of coaching provided  Menu of services posted on website	Number of coaching hours provided for CSQI activities	Council Director	Coaching QI
Connect providers with funding opportunities and supports available at the local, regional and state levels.	July 1, 2023 - June 30, 2024	Funding opportunities posted on website  Emails to providers		Council Director	Personnel QI



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Department of Early Childhood

## Exhibit A – Amendment #7

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Promote the Colorado Shines Quality Rating and Improvement System at least once a month using a variety of modalities including email blasts, newsletters and information sharing at meetings.	July 1, 2023 - June 30, 2024	Colorado Shines Quality Rating and Improvement System (QRIS) and other grant information are shared at least once monthly in communication vehicles such as Facebook and DCECC website.	DCECC website stats DCECC Facebook data	Council Director	Personnel QI
Promote the Early Learning and Development Guidelines at least once a month.	July 1, 2023 - June 30, 2024	Early Learning Development Guidelines (ELDG’s) are easily accessible to parents and providers.	DCECC website stats DCECC Facebook Posts/shares	Council Director	Personnel QI
EQ Initiative Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Individuals caring for infants and toddlers are confident and competent in their ability to engage in the responsive relationships with infants, toddlers, and their families that result in infants and toddlers experiencing secure attachments in all care settings. EQ Infant Toddler Specialists are qualified and competent to enhance the relationships around infants and toddlers.				
Key Activity A: (EQIT) Collaboration with key stakeholders and systems partners, specific to infants, toddlers, and their caregivers					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Connect, coordinate and collaborate with local key stakeholders and efforts concerned with and/or impacting the quality of infant toddler care and enhancing the relationships around infants and toddlers.	July 1, 2023 - June 30, 2024	DCECC Director and/or EQ team members shall contact and collaborate with key stakeholders to include the community college, local infant toddler initiatives, and Colorado Shines Quality Improvement.  DCECC Director and EQ team members shall participate in professional development and/or technical assistance offered by the EQ Initiative.	Quarterly Reporting includes: <ul style="list-style-type: none"><li>Description provided of efforts to contact, coordinate, and collaborate with key stakeholders</li><li>Detailed description of connections between EQ and other quality improvement work.</li><li>Name and contact information of local community college contact with description of efforts to offer course credit to EQIT participants</li></ul>	Council Director	Personnel EQIT



<b>Key Activity B: (EQIT) Fidelity Implementation of Evidence-based, Infant Toddler Specific Training</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Fidelity implementation of EQIT, an evidence-based, infant and toddler-specific course of training	July 1, 2023 - June 30, 2024	<p>Contingent on capacity and community need, completion of EQIT four (4) 48-hour course of training which fully meets EQ Initiative requirements as outlined in the business rules for EQ Initiative Activities and EQ Implementation Handbook.</p> <p>Each Infant Toddler Specialist who teaches part or all of an EQIT course completes an annual fidelity video self-reflection on their teaching and maintains a Trainer Credential. This must be complete one month in advance of the due date.: June 2023 in order to teach the EQIT course in Douglas County</p>	<ul style="list-style-type: none"> <li>By July 1, 2023 provide detailed annual course plan with advertising for four (4) courses</li> <li>By July 1, 2023 whenever they change and at least quarterly, provide primary contact and registration contact for EQIT Courses</li> <li>Materials are requested at least 2 weeks before start date of EQIT course</li> <li>Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2023, January 31, 2024, April 30, 2024 and June 30, 2024 including participant PDIS ID.</li> <li>EQ Infant Toddler Specialists who provide EQIT course are PDIS Credentialed EQ Infant Toddler Specialists by July 1, 2023</li> <li>EQ Infant Toddler Specialists who provide EQIT course have completed Infant Toddler Specialist Foundation Course and hold a current Trainer Credential by July 1, 2023.</li> <li>EQ Infant Toddler Specialists provide verification of video self-reflection to the EQ Initiative by June 15, 2023 if they want to train in FY 23-24.</li> </ul>	Council Director	Personnel EQIT



**COLORADO**  
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## Exhibit A – Amendment #7

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Fidelity implementation and course outcome data collected	July 1, 2023 - June 30, 2024	<ul style="list-style-type: none"> <li>Course participants complete EQ Initiative online data collection survey</li> </ul>	A minimum of 60% of EQIT online data collection surveys shall be returned at the end of each EQIT course.	Council Director	Personnel EQIT
<b>Key Activity C: Fidelity implementation of Evidence-based, Infant Toddler Specific Coaching</b>					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Fidelity implementation of EQ RELATE Individualized Coaching, an evidence-based, infant and toddler specific coaching model	July 1, 2023 - June 30, 2024	<p>Assuming 4 EQIT courses completed, we project 120 hours of EQ RELATE Coaching provided to EQIT Participants at a minimum of 3 hours per person</p> <p>Katie Nester and Abbie Freeman are the Infant Toddler Specialist Coaches providing EQ RELATE Coaching. They both maintain a Colorado Coaching Credential</p>	<ul style="list-style-type: none"> <li>Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2023, January 31, 2024, April 30, 2024 and June 30, 2024, and each time coaching is reimbursed/invoiced</li> <li>Infant toddler specialists providing EQ RELATE coaching maintain a PDIS ITS-C Credential by July 1, 2023</li> </ul>	<ul style="list-style-type: none"> <li>Katie Nester and Abbie Freeman collect and enter all coaching data - EQIT coaches</li> <li>Director</li> </ul>	EQIT Contractor/consultant budget
Infant Toddler Specialist-provided coaching	July 1, 2023 - June 30, 2024	<p>Contingent on capacity and community need, infant toddler early care educators can receive 8 to 15 hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities and EQ Implementation Handbook.</p> <p><b>8 hours</b> of individualized EQ RELATE Coaching to infant toddler early care educators and associated coursework Sarah Mayes Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential</p>	<ul style="list-style-type: none"> <li>Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2023, January 31, 2024, April 30, 2024 and June 30, 2024, and each time coaching is reimbursed/invoiced</li> <li>Infant toddler specialists providing LENA/FIND coaching maintain a PDIS ITS-C Credential by July 1, 2023 and have completed LENA Grow Training/FIND Training.</li> <li>Confirm you have a Program Agreement in place with the LENA Foundation</li> </ul>	<ul style="list-style-type: none"> <li>Reporting Coaching hours: Sarah Mayes</li> <li>Provide Coaching Sarah Mayes,</li> <li>If applicable, LENA Online maintenance/LENA uploads Sarah Mayes</li> </ul>	EQIT Contractor/consultant budget





Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Infant Toddler Specialists shall attend the annual EQIT Conference.	July 1, 2023- June 30, 2024	Contingent on capacity, infant toddler specialists shall attend the annual EQ Conference.	EQ Specialists shall be expected to attend the EQIT Annual Conference, at least a portion of it, and shall be compensated for their time.	DCECC Director EQIT Coaches	EQIT: Personnel EQIT: Contracted Coaches
Fidelity implementation of LENA Grow, an evidence-based, infant and toddler-specific coaching model	July 1, 2023- June 30, 2024	Contingent on capacity and community need, infant toddler early care educators participating in LENA Grow Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities.  4 rooms anticipated to participate in LENA Grow: 2 in the fall/winter and 2 in the spring 4 teachers x 20 hrs. = 80 hrs.	1) Update of reporting SS quarterly October 31, 2023, January 31, 2024, April 30, 2024 and June 30, 2024, and each time coaching is reimbursed/invoiced 2) Infant toddler specialists providing LENA Grow coaching have completed Coaching with the EQ RELATE Training, hold Coaching Credential by July 1, 2023 and have completed LENA Grow Training. 3) Program Agreement in place with the LENA Foundation	Infant Toddler Specialists, <b>Katie Nester</b> and <b>Abbie Freeman</b> shall provide LENA Grow coaching and activities  Katie Nester Colorado Coaching Credential expires 7/8/25  Abbie Freeman Colorado coaching credential expires 7/10/25  DCECC Director, shall report coaching hours	EQIT: Personnel EQIT: Contracted Coaches

## SCHEDULE/MILESTONES

- The Douglas County Early Childhood Council shall submit a detailed Infant Toddler Professional Development Planning Worksheet for FY 24 EQIT course(s) and coaching to include dates and instructors/coaches by July 1, 2023. This plan shall include verification of active status of all EQ Infant Toddler Specialists and Coaches. **NO enrollment in FY24 EQIT courses can take place until this information is provided to the EQ Initiative.**
- The Douglas County Early Childhood Council shall order materials for FY 24 Fall EQIT course(s) by July 30, 2023 and shall order materials for FY 24 Spring EQIT course(s) by November 30, 2023.
- The Douglas County Early Childhood Council shall submit information on any EQIT student fees charged, plan to ensure that no student shall be denied entry due to inability to pay, and anticipated use of revenues for EQ-related activities by July 1, 2023.
- The Douglas County Early Childhood Council shall complete 4 EQIT courses of training by June 30, 2024.
- The Douglas County Early Childhood Council shall complete 120 hours of EQ-funded Coaching by June 30, 2024.
- The Douglas County Early Childhood Council shall submit required quarterly reports by October 31, 2023, January 31, 2024, April 30, 2024 and **June 30, 2024.**





## **ACCEPTANCE CRITERIA**

The acceptance of all deliverables shall reside with the CDEC, Division of Early Learning and Quality. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

The acceptance of all EQ Initiative deliverables shall reside with the CDEC, Expanding Quality in Infant Toddler Care Initiative. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.



**Colorado Department of Early Childhood  
BUDGET WITH JUSTIFICATION FORM**

<b>Contractor Name</b>	Douglas County Early Childhood Council Fiscal Sponsor: Douglas County School District
<b>Budget Period</b>	July 1, 2023 - June 30, 2024
<b>Project Name</b>	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI) Child Care Resource & Referral (CCR&R) FCCH Navigator

<b>Program Contact Name and Title</b> Phone Email	Diane Smith 303-868-9099 <a href="mailto:drsmith2@dcsdk12.org">drsmith2@dcsdk12.org</a>
<b>Fiscal Contact Name and Title</b> Phone Email	Cherylinn DeCristino 720-433-1092 <a href="mailto:cheryl.decristino@dcsdk12.org">cheryl.decristino@dcsdk12.org</a>

Expenditure Categories										
Personnel Services - Salaried Employees										SFY 2024
Position Title	Description of Work and Fringe Benefits Include: PERA, Medicare, payroll taxes and long-term disability insurance.	Gross or Annual Salary	Fringe	Number of Months on Project	Total Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Child Care Resource & Referral (CCR&R)	FCCH Navigator	Total Amount Requested from CDEC
DCECC Director	FTE: Salary and Fringe = 22% of salary; manage SOW	\$88,169	\$19,397	12	95%	\$ 48,405	\$ 53,783	\$ -	\$ -	\$ 102,188
Bookkeeper	Fiscal sponsor bookkeeper hourly pay plus fringe = 22%	\$10,000	\$2,200	12	95%	\$ 5,490	\$ 6,100	\$ -	\$ -	\$ 11,590
<b>Total Personnel Services (including fringe benefits)</b>						\$ 53,895	\$ 59,883	\$ -	\$ -	\$ 113,778
Contractors/Consultants (payments to third parties or entities)										SFY 2024
Name	Description of Item	ECSB		CSQI		CCR&R		Navigator		Requested from
QI Coaches & Contractors	provide outreach, TA support, coaching for L1-L5 providers, budgeting, graphic design, PD and other required trainings	\$ -	\$ -	\$ 59,762	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,762
Website Manager	maintain and update website	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000
Social Media Manager	manage social media engagement	\$ 1,375	\$ -	\$ 1,375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,750
<b>Total Contractors/Consultants</b>						\$ 2,375	\$ 62,137	\$ -	\$ -	\$ 64,512
Travel										SFY 2024
Item	Description of Item	ECSB		CSQI		CCR&R		Navigator		Requested from
Travel	mileage - DCECC Director	\$ 750	\$ -	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500
<b>Total Travel</b>						\$ 750	\$ 750	\$ -	\$ -	\$ 1,500
Supplies & Operating Expenses										SFY 2024
Item	Description of Item	ECSB		CSQI		CCR&R		Navigator		Requested from
Office Supplies	general office supplies, ink, paper, postage	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250
Meetings and Stakeholder	marketing materials, costs for in-person meetings, materials, food	\$ 235	\$ -	\$ 340	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 575
ECCLA Dues	annual ECCLA membership	\$ 2,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100
Technology	computer, printer, virtual meeting platform Zoom	\$ 500	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
<b>Total Supplies &amp; Operating Expenses</b>						\$ 3,085	\$ 840	\$ -	\$ -	\$ 3,925
Items that cannot be included in Modified Total Direct Costs (MTDC) Items listed in this section should not be included in other sections										SFY 2024
Item	Description of Item	ECSB		CSQI		CCR&R		Navigator		Requested from
	No costs shall be reimbursed by CDEC for this category.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
<b>Total Items that cannot be included in MTDC</b>						\$ -	\$ -	\$ -	\$ -	\$ 0
<b>TOTAL DIRECT COSTS</b>						\$ 60,105	\$ 123,610	\$ -	\$ -	\$ 183,715
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>						\$ 60,105	\$ 123,610	\$ -	\$ -	\$ 183,715
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 [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]										SFY 2024
Item	Description of Item	ECSB		CSQI		CCR&R		Navigator		Requested from
Indirect rate:	2.46% de minimus rate of Modified Total Direct Costs	\$ 1,479	\$ -	\$ 3,041	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,520
<b>Total Indirect</b>						\$ 1,479	\$ 3,041	\$ -	\$ -	\$ 4,520
<b>TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)</b>						\$ 61,584				
<b>TOTAL COLORADO SHINES QUALITY IMPROVEMENT (CSQI)</b>							\$ 126,651			
<b>TOTAL CHILD CARE RESOURCE &amp; REFERRAL (CCR&amp;R)</b>							\$ -			
<b>TOTAL FCCH Navigator</b>								\$ -		
<b>TOTAL AMOUNT REQUESTED FROM CDEC</b>										\$ 188,235
PERCENTAGE OF BUDGET BY PROJECT										SFY 2024
<b>PERCENTAGE OF BUDGET BY PROJECT</b>						ECSB	CSQI	CCR&R	Navigator	Total Percentage
						33%	67.28%	0%	0%	100%

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



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Department of Early Childhood

## Exhibit F – Amendment #7

### 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 [CDEC\\_Invoicing@state.co.us](mailto:CDEC_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 vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. **ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.**
- D. **IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC.** If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC 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.
- E. **Timely Invoicing** - Invoices shall be submitted no later than 30 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



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[CDEC\\_Invoicing@state.co.us](mailto:CDEC_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.

- F. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- G. 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.
- H. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor. This provision does not allow for a reduction in the rate of pay.

### 5. PARTICIPATION

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

### 6. SUPPLANTING

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

### 7. 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. Budget adjustment requests over 10%, adding new expense lines, 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.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee shall be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDEC. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDEC staff. This process shall never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDEC program staff.



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## Exhibit F – Amendment #7

### 8. TRAVEL

Travel costs must be listed in Exhibit B – Budget under travel including airfare, hotel, mileage and per diem costs.

- A. Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>.
- B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.
- C. Hotel rates cannot exceed any rate established for conference attendance.
- D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

### 9. SUBRECIPIENT

Contractors determined to be a Sub-recipient of federal funds shall complete the sub-recipient performance report and assessment survey at: <https://forms.gle/QTXGEabvipymdsfd8> upon contract execution. Failure to complete the performance report and assessment survey shall delay payment to the Contractor.

### 10. 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 Department of Early Childhood (CDC), the agency must report in writing the details of the critical incident to the CDEC 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.

### 11. 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 Colorado Department of Human Services (CDHS) Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

### 12. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

There are three types of GAE that shall be utilized for this Contract: Quality Improvement (QI), Expanding Quality in Infant and Toddler Care (EQIT); and Micro Grant (MG). All Early Childhood Councils shall have access to all GAE types. All expenditures against the GAEs require pre-approval from the Program.



**A. QUALITY IMPROVEMENT GENERAL ACCOUNTING ENCUMBRANCE (QI-GAE)**

1. Payment for Quality Improvement (QI) to all contractors will be made as incurred, in whole or in part, from the total available funds to be utilized for Quality Improvement that includes: coaching activities and coach training, professional development of staff, purchases of program specific materials, temporary teaching funds, and capital expenditures. It is understood each contractor shall obtain prior written approval from CDEC prior to incurring any costs related to QI funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of QI funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
3. Invoices shall be submitted separately for pre-approved QI expenditures.
  - a) The Contractor shall submit requests for payment to [CDEC\\_Invoicing@state.co.us](mailto:CDEC_Invoicing@state.co.us).

**B. EXPANDING QUALITY IN INFANT TODDLER CARE GENERAL ACCOUNTING ENCUMBRANCE (EQIT-GAE)**

1. Payment for Expanding Quality in Infant Toddler Care (EQIT) to all contractors will be made as incurred, in whole or in part, from the total available funds shall be utilized to support the following quality improvement efforts: deployment of the EQ Infant Toddler Specialist Network to provide evidence-based, infant toddler specific professional development, e.g. the Expanding Quality for Infant and Toddler (EQIT) 48-hour course, EQ Relate coaching for individuals completing the EQIT course, and support for the related costs of professional development for current and new infant toddler specialists. To be utilized for EQIT as outlined in **Exhibit A – Statement of Work**. It is understood each contractor shall obtain prior written approval from CDEC prior to incurring any costs related to EQIT funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of EQIT funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
  - b) Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is



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## Exhibit F – Amendment #7

guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

- c) Invoices shall be submitted separately for pre-approved EQIT expenditures.
  - d) The Contractor shall submit requests for payment to [CDEC\\_Invoicing@state.co.us](mailto:CDEC_Invoicing@state.co.us).
2. UP TO RATES (direct and indirect).  
The indirect rate should not be bundled within the direct rate of an EQIT activity (course, coaching, data and reporting, etc.). In cases where a Council or fiscal agent charges an indirect rate, these charges should be reflected within the invoice and calculated based on actual expenses. The corrected rates include:
- a) \$4,700 per EQIT Course;
  - b) \$300 per EQIT Course to support data and reporting; and
  - c) \$100 per hour for EQ RELATE and LENA Coaching.

Because this is a cost reimbursement contract, charges for these activities should be based on actual costs, but in no case should charges exceed the amounts noted for each activity.

### 3. PROGRAM INCOME

In cases where an Early Childhood Council is charging fees to EQIT participants, this funding is considered program income. The program income must be documented and the agency must demonstrate how it is spent relative to the program.

## C. MICRO GRANT GENERAL ACCOUNTING ENCUMBRANCE (MG-GAE)

- 1. Payment for Micro grants to all contractors shall be made as incurred, in whole or in part, from the total available funds shall be used to support startup costs for licensed child care programs. It is understood each contractor shall obtain prior written approval from CDEC prior to incurring any costs related to Micro grant funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of Micro grant funds.
  - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
- 2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
- 3. Invoices shall be submitted separately for pre-approved Micro Grant expenditures.
  - a) The Contractor shall submit requests for payment to [CDEC\\_Invoicing@state.co.us](mailto:CDEC_Invoicing@state.co.us).



**13. GIFT CARDS**

The Distribution of Gift Cards, where applicable, shall adhere to the following:

- A. The contractor agency must have a written Gift Card Distribution Policy in place and this plan must be approved by the Department of Early Childhood before gift cards may be purchased. The policy must include maintaining an audit log of gift card purchases and disbursements and a process for routine reconciliations.
- B. The contractor agency's gift card policy must ensure that gift cards cannot be redeemed for cash and must restrict the recipient from using gift cards for alcohol, firearms, tobacco, lottery tickets, or entertainment.
- C. Gift Cards must be distributed to recipients within five (5) business days of purchase.
- D. Gift Cards should be given at the conclusion of an event or upon completion of an activity or milestone.
- E. Contractor agency staff shall have recipients sign a form that includes the following: Date, Name of Gift Card Recipient, Purpose of Gift Card, Signature of Gift Card recipient acknowledging receipt of Gift Card and Gift Card Amount.
- F. The contractor cannot request reimbursement for the cost of gift cards until distribution of the gift cards has been made to recipients. Additionally, the contractor must maintain adequate documentation to show a record of all gift card distributions.
- G. The contractor shall be held responsible for inappropriate use of gift cards.





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## EXHIBIT G – Amendment #7- 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), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

### 1) Federal Award Identification

- i. Subrecipient: **Douglas County School District;**
- ii. Subrecipient Unique Entity Identifier (UEI) number: **PHYJNNVAV225;**
- iii. The Federal Award Identification Number (FAIN) is
  - **CCDF Discretionary - 2302COCCDD;**
  - **ARP Discretionary – 2101COCDC6;**
  - **ARP Stabilization – 2101COCSC6;**
  - **CRRSA - 2101COCCCC5;**
  - **PDG – 90TP0054;**
- iv. The Federal award date is
  - **CCDF Discretionary – 10/28/2022;**
  - **ARP Discretionary – 4/14/2021;**
  - **ARP Stabilization – 04/14/2021;**
  - **CRRSA – 2/01/2021;**
  - **PDG – 12/27/2019;**
- v. The subaward period of performance start date is
  - **CCDF Discretionary – 10/01/2021;**
  - **ARP Discretionary – 10/01/2020;**
  - **ARP Stabilization – 10/01/2020;**
  - **CRRSA – 12/27/2020;**
  - **PDG – 12/31/2019;**
 and end date is:
  - **CCDF Discretionary – 09/30/2025;**
  - **ARP Discretionary – 09/30/2024;**
  - **ARP Stabilization – 09/30/2023;**
  - **CRRSA – 09/30/2023;**
  - **PDG – 12/30/2023;**

## 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 CDEC
SFY24	<b>SFY24</b> <b>CCDF Discretionary – \$89,914.20</b> <b>ARP Discretionary – \$0*;</b> <b>ARP Stabilization - \$0*;</b> <b>CRRSA – \$0*;</b> <b>PDG - \$0*</b>	<b>SFY24</b> <b>CCDF Discretionary – \$89,914.20</b> <b>ARP Discretionary – \$0*;</b> <b>ARP Stabilization - \$0*;</b> <b>CRRSA – \$0*;</b> <b>PDG - \$0*</b>  <b>*An appropriation for Quality Improvement (QI); and Expanding Quality in Infant Toddler Care (EQIT) General Accounting Encumbrance (GAE) is subject to appropriated funds not to exceed \$5,273,079 (CCDF Discretionary = \$4,307,739; ARP Stabilization = \$715,000; CRRSA = \$232,000; PDG = \$18,340) GAE funds shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12.</b>	<b>SFY24</b> <b>CCDF Discretionary – \$89,914.20</b> <b>ARP Discretionary – \$0*;</b> <b>ARP Stabilization - \$0*;</b> <b>CRRSA – \$0*;</b> <b>PDG - \$0*</b>

## vii. Federal award project description:

- **CCDF Discretionary – Child Care and Development Fund;**
- **ARP Discretionary – Child Care Supplemental Discretionary Funds, American Rescue Plan Act, Child Care and Developmental Fund;**
- **ARP Stabilization - Child Care Stabilization Funds, American Rescue Plan Act, Child Care and Developmental Fund;**
- **CRRSA – Coronavirus Response and Relief Supplemental Act (CRRSA), Child Care Development Block Grant;**
- **PDG - Colorado Preschool Development Grant;**

viii. The name of the Federal awarding agency is **Department of Health and Human Services, Administration for Children and Families**; the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Karen Enboden, Manager**,

**Early Learning Access and Quality, 1575 Sherman Street, 1st Floor, Denver, CO 80203,  
Karen.Enboden@state.co.us; 303.866.5014;**

- ix. The Catalog of Federal Domestic Assistance (CFDA) number is
- **CCDF Discretionary – CFDA 93.575**, name is **Child Care and Development Block Grant Act of 1990**, and dollar amount is **\$14,220,255**;
  - **ARP Discretionary – CFDA 93.575**, name is **Child Care and Development Block Grant Act of 1990**, and dollar amount is **\$178,553,758**;
  - **ARP Stabilization – CFDA 93.575**, name is **Child Care and Development Block Grant Act of 1990**, and dollar amount is **\$286,156,175**;
  - **CRRSA – CFDA 93.575**, name is **Coronavirus Response and Relief Supplemental Act**, and dollar amount is **\$119,294,226**;
  - **PDG – CFDA 93.434**, name is **Child Care and Development Block Grant Act of 1990**, and dollar amount is **\$26,056,722**;
- 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 CDEC cost allocation plan.
- 2) All requirements imposed by CDEC 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 and Exhibit F – Additional Provisions.**
- 3) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC 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 and Exhibit F – Additional Provisions..**
- 4) Subrecipient's approved indirect cost rate is **the State Negotiated Rate of 2.46%**.
- 5) Subrecipient must permit CDEC and auditors to have access to Subrecipient's records and financial statements as necessary for CDEC 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 and Exhibit F – Additional Provisions..**
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC 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 CDEC 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 CDEC 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.

## 1. DEFINITIONS.

- 1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
  - 1.1.1. "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
    - 1.1.1.1.1. Awards may be in the form of:
      - 1.1.1.1.2. Grants;
      - 1.1.1.1.3. Contracts;
      - 1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
      - 1.1.1.1.5. Loans;
      - 1.1.1.1.6. Loan Guarantees;
      - 1.1.1.1.7. Subsidies;
      - 1.1.1.1.8. Insurance;
      - 1.1.1.1.9. Food commodities;
      - 1.1.1.1.10. Direct appropriations;
      - 1.1.1.1.11. Assessed and voluntary contributions; and
      - 1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
      - 1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
    - 1.1.1.2. Award **does not** include:
      - 1.1.1.2.1. Technical assistance, which provides services in lieu of money;
      - 1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
      - 1.1.1.2.3. Any award classified for security purposes; or
      - 1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
  - 1.1.2. "Contract" means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
  - 1.1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
  - 1.1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.
  - 1.1.5. "Entity" means:
    - 1.1.5.1. If the source of funding is a Grant:

- 1.1.5.1.1. a Non-Federal Entity;
- 1.1.5.1.2. a foreign public entity;
- 1.1.5.1.3. a foreign organization;
- 1.1.5.1.4. a non-profit organization;
- 1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
- 1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);
- 1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
- 1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).
- 1.1.5.2. If the source of funding is not a Grant:
  - 1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;
  - 1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;
  - 1.1.5.3. a foreign public entity;
  - 1.1.5.4. a domestic or foreign non-profit organization;
  - 1.1.5.5. a domestic or foreign for-profit organization; and
  - 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7. If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.12. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
  - 1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 1.1.13.2. Is not organized primarily for profit; and
  - 1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14. “OMB” means the Executive Office of the President, Office of Management and Budget.

- 1.1.15. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.20. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.21. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
  - 1.1.21.1. Salary and bonus;
  - 1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 1.1.21.4. Change in present value of defined benefit and actuarial pension plans;
  - 1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.22. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

- 1.1.24. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

## **2. COMPLIANCE.**

- 2.1. Contractor/Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, including, but not limited to, all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Contractor/Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

## **3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.**

- 3.1. SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. DUNS. Contractor/Grantee shall provide its DUNS number to its Prime Recipient, and shall update Contractor's/Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

## **4. TOTAL COMPENSATION.**

- 4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 4.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and
  - 4.1.2. In the preceding fiscal year, Contractor/Grantee received:
    - 4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 4.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and
    - 4.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

## **5. REPORTING.**

- 5.1. If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

## 6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3. The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §10 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

## 7. SUBRECIPIENT REPORTING REQUIREMENTS.

- 7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
  - 7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
    - 7.1.1.1. Subrecipient DUNS Number;
    - 7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
    - 7.1.1.3. Subrecipient parent's organization DUNS Number;
    - 7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
    - 7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
    - 7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
  - 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
    - 7.1.2.1. Subrecipient's DUNS Number as registered in SAM.
    - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## 8. PROCUREMENT STANDARDS.

- 8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.



- 8.2. If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 8.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **9. ACCESS TO RECORDS.**

- 9.1. A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

## **10. SINGLE AUDIT REQUIREMENTS.**

- 10.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the 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.
  - 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The 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 Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
  - 10.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the 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.
  - 10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart 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 2 CFR 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 Uniform Guidance Subpart F-Audit Requirements.

## **11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.**

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.

- 11.1.1. [Applicable to federally assisted construction contracts.] 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.
- 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of “funding agreement”/ “funding Contract” under 37 CFR 401.2 (a) and the Prime Recipient or 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,”/”funding Contract”, the Prime Recipient or 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 Federal Awarding Agency.
- 11.1.4. 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 awardee(s) 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).
- 11.1.5. 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.
- 11.1.6. 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.
- 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

## 12. CERTIFICATIONS.

- 12.1. Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient 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 the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

### **13. EXEMPTIONS.**

- 13.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 13.2. A Contractor/Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

### **14. EVENT OF DEFAULT AND TERMINATION.**

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
  - 14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
  - 14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
  - 14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
  - 14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
  - 14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END