



COLORADO
Department of Early Childhood

CONTRACT AMENDMENT # 2

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Early Childhood 1575 Sherman Street, 1 st Floor Denver, CO 80203	Original Contract Number 22 IHIA 167926
Contractor Blue Peaks Developmental Services, Inc. 703 4th Street Alamosa, CO 81101	Amendment Contract Number 23 QAAA 175358
Current Contract Maximum Amount Initial Term State Fiscal Year 2022 \$101,698	Contract Performance Beginning Date 07/20/2021
<p>An appropriation for Early Intervention Direct Services General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$15,000,000, subject to appropriated funds which is split among other Early Intervention (EI) vendors. See Exhibit D: Section 12. Early Intervention Direct Services General Accounting Encumbrance (GAE).</p> <p>*Any amount paid against Holdover 22 IHIA 168472 prior to execution of this Amendment shall be reduced from the Contract Maximum Amount.</p> <p>Extension Terms State Fiscal Year 2023 \$108,992</p> <p>An appropriation for Early Intervention Direct Services General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$15,000,000, subject to appropriated funds which is split among other Early Intervention (EI) vendors. See Exhibit D: Section 12. Early Intervention Direct Services General Accounting Encumbrance (GAE).</p> <p>Total for All State Fiscal Years \$210,690</p>	Current Contract Expiration Date 06/30/2023

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">CONTRACTOR Blue Peaks Developmental Services, Inc.</p> <p align="center">DocuSigned by: <i>Cynthia Espinoza</i> 2EEF99D25549492...</p> <hr/> <p align="center">By: Cynthia Espinoza, Executive Director</p> <p align="center">Date: <u>6/23/2022</u></p>	<p align="center">STATE OF COLORADO Jared Polis, Governor Colorado Department of Early Childhood</p> <p align="center">DocuSigned by: <i>Lisa Castiglia</i> F11A91F07B444G8...</p> <p>Signed: _____</p> <p>Printed Name: Lisa Castiglia _____</p> <p>Title: Director/Chief Financial Officer _____</p> <p align="center">Date: <u>6/23/2022</u></p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Toni Williamson
D2A31DEB619C416

By: _____
Andrea Eurich / Janet Miks / Toni Williamson

Amendment Effective Date: 6/23/2022

-- 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

Provide early intervention services to eligible infants, toddlers, and their families, which are provided in accordance with Section 27-10.5-701, C.R.S. and Rules and Regulations 12 CCR 2509-10, Sections 7.900-7.994, as currently exist or may hereafter be promulgated or amended, and federal regulations, 34 C.F.R., Part 303, Early Intervention Program for Infants and Toddlers with Disabilities. This Amendment shall extend contract expiration date, increase funds for SFY 2023 services, and amends Exhibits A, B, D and E.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, 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 \$108,992 from \$101,698 to \$210,690 and Increases the Maximum Amount for All State Fiscal Years from \$101,698 to \$210,690.

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.



COLORADO
Department of Early Childhood

C. Exhibit A – Statement of Work

Exhibit A – Amendment #2, 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 #2, which is attached and incorporated by this Amendment, shall be added to Exhibit B of the Original Contract.

E. Exhibit D –Additional Provisions

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

F. Exhibit E- Supplemental Provisions for Federal Awards

Exhibit E- Amendment #2 which is attached and incorporated by this Amendment, shall be added to Exhibit E 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 # 2

STATEMENT OF WORK (SOW)

BLUE PEAKS DEVELOPMENTAL SERVICES, INC.
703 4TH STREET
ALAMOSA, CO 81101

JULY 1, 2022-JUNE 30, 2023



INTRODUCTION/BACKGROUND

The Colorado Department of Early Childhood (CDEC), authorized, pursuant to 27-10.5-102(12) Colorado Revised Statutes (C.R.S.) (2014) and 27-10.5-703 C.R.S. (2014), to administer the statewide Early Intervention (EI) Colorado program and is designated as the lead agency for Part C of the Individuals with Disabilities Education Act (IDEA).

The Community Centered Boards (CCBs) have been designated by the CDEC as Certified EI Service Brokers (hereafter referred to as “Contractor”) as defined under Section 27-10.5-702 (3) (2014), C.R.S. The EI Colorado program is administered by the CDEC and hereafter referred to as through contracts with CCBs. Contractors deliver community-based EI services to infants and toddlers, birth through two (2) years of age (after age three for children who are eligible for the Extended Part C Option), who have been determined to have a developmental delay or disability, who have been diagnosed with a physical or mental condition that has a high probability of resulting in a significant delay in development, or who are living with a parent who has a developmental disability. Contractors are responsible for the provision of Service Coordination, the development and implementation of the Individualized Family Service Plan (IFSP) development, monitoring the delivery of services and other functions.

The EI Colorado program provides eligible infants and toddlers, and their families, with services and supports to enhance child development in the areas of cognition, speech, communication, physical development, motor development, vision, hearing, social or emotional development, and self-help skills. EI services are funded through state funds, public and private insurance dollars, federal Part C funds and other funds.

The contract sets forth the requirements to be met by the Contractor for satisfactory contract performance and specifies those remedies that may be invoked in the event that the Contractor does not comply with the terms of the contract.

SCOPE OF WORK

The Contractor shall administer and provide a program for children determined to be eligible for EI services, as defined in the state and federal statutes, regulations, and procedures. EI services shall be provided by the Contractor, as a designated Certified EI Service Broker defined under Section 27-10.5-702 (3) (2014), C.R.S., pursuant to the following statutes, regulations and procedures as they currently exist or may hereafter be promulgated or amended, which are, by this reference, incorporated and made a part of this contract as set forth herein:

- A. Title 1, Part C of the IDEA of 2004, 20 United States Code (U.S.C.) 1431 through 1445;
- B. Code of Federal Regulations (C.F.R.), Title 34, Volume 2, Part 303 Early Intervention Program for Infants and Toddlers with Disabilities; and,
- C. Early Intervention Colorado State Plan
- D. Applicable Colorado Statute



PERIOD OF PERFORMANCE

The period of performance for this SOW is from July 1, 2022, until June 30, 2023

WORK PLAN

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	The Part C program shall be implemented to ensure infants and toddlers with developmental delays and disabilities and their families are provided service coordination and direct service provision to ensure a child makes developmental progress.				
Key Activity A: Fiscal Management					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Develop or utilize a cost allocation methodology approved by the state.	July 1, 2022 – June 30, 2023	Submit and obtain approval by the state for the agency's cost allocation plan.	Documentation of approved cost allocation plan.	CFO Executive Director	Personnel
Review annual budget with EI program staff	July 1, 2022 – June 30, 2023	Hold meetings with EI program staff to review budget submitted to the state and how to document expenditures in alignment with budget categories.	Invoices submitted for payment each month shall appropriately tie back to budget lines.	CFO EI Coordinator	Personnel
Ensure timely submission of invoices.	July 1, 2022 – June 30, 2023	Invoices shall be submitted monthly with appropriate documentation.	Invoice dates shall be within 30 days of the 1st of the following month and shall have appropriate documentation to ensure payment.	CFO Executive Director	Personnel
Notify the CDEC EI program of any anticipated changes to the budget or personnel	July 1, 2022 – June 30, 2023	CDEC EI program staff shall be notified of all anticipated changes to the budget or personnel prior to the invoice which would reflect these changes.	Approval shall be documented for any change to budget or staff and/or a budget amendment shall be completed prior to invoicing for adjusted costs Requests shall be submitted via a method approved by EI Colorado.	CFO Executive Director EI Coordinator	Personnel



Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Comply with 12 CCR 2509-10 7.910	July 1, 2022 – June 30, 2023	Program shall be in compliance with EI Colorado State Plan, Rule and fiscal rules.	Onsite review or desk audit shall show compliance with rules.	CFO Executive Director EI Coordinator	Personnel
Key Activity B: Data Collection					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Ensure service coordination is provided for each eligible infant and toddler from the date of the referral to the CCB through transition out of EI at age three (after age three for children who are eligible for the Extended Part C Option)	July 1, 2022 – June 30, 2023	100% of eligible children and their families referred shall have a service coordinator assigned within 3 business days.	Report generated from EI data system shows the name of the service coordinator for each child and the date assigned.	EI Coordinator Service Coordinator	Service Coordination
Ensure service coordinators take training within required timelines	July 1, 2022 – June 30, 2023	100% of service coordinators shall have taken the Dept. required trainings within the required timelines.	Tracking system for service coordination fundamentals training shows training completed within 120 days of Hire.	EI Coordinator Service Coordinator	Service Coordination
Comply with 12 CCR 2509-10 7.930	July 1, 2022 – June 30, 2023	Program shall be in compliance with EI Colorado State Plan, Rule and fiscal rules.	Onsite review or desk audit shall show compliance with rules.	CFO Executive Director EI Coordinator	Personnel
Key Activity C: Service Coordination					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Ensure service coordination is provided for each eligible infant and toddler from the date of the referral to the CCB through transition out of EI at age three (after age three for children who are eligible for the Extended Part C Option)	July 1, 2022 – June 30, 2023	100% of eligible children and their families referred shall have a service coordinator assigned within 3 business days.	Report generated from EI data system shows the name of the service coordinator for each child and the date assigned.	EI Coordinator Service Coordinator	Service Coordination



Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Ensure service coordinators take training within required timelines	July 1, 2022 – June 30, 2023	100% of service coordinators shall have taken the Dept. required trainings within the required timelines.	Tracking system for service coordination fundamentals training shows training completed within 120 days of Hire.	EI Coordinator Service Coordinator	Service Coordination
Comply with 12 CCR 2509-10 7.930	July 1, 2022 – June 30, 2023	Program shall be in compliance with EI Colorado State Plan, Rule and fiscal rules.	Onsite review or desk audit shall show compliance with rules	CFO Executive Director EI Coordinator	Personnel
Key Activity D: Individualized Family Service Plan					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Ensure that every eligible child has an IFSP developed within required timelines	July 1, 2022 – June 30, 2023	Children found eligible for the EI program shall have an initial IFSP developed within 45 days of referral	Indicator 7 - Data reports generated from the EI data system shows IFSPs developed within 45 days of referral date.	Service Coordinator EI Coordinator	Service Coordination
Ensure the IFSP is reviewed at minimum every 6 months	July 1, 2022 – June 30, 2023	Children who have had an IFSP for 6 months shall have a review	Data reports generated from the EI data system show IFSP reviews took place at least 6 months from the date of the initial or annual IFSP.	Service Coordinator EI Coordinator	Service Coordination
Ensure the annual IFSP is conducted one year from the initial IFSP date	July 1, 2022 – June 30, 2023	Children who have had an IFSP for one year shall have an annual review	Data reports generated from the EI data system show annual IFSP took place not more than 1 year from initial or previous annual IFSP date.	Service Coordinator EI Coordinator	Service Coordination
Comply with 12 CCR 2509-10 7.940	July 1, 2022 – June 30, 2023	Program shall be in compliance with EI Colorado State Plan, Rule and fiscal rules.	Onsite review or desk audit shall show compliance with rules.	EI Coordinator Service Coordinator	Service Coordination



Key Activity E: Early Intervention Services					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Ensure that early intervention services are provided in the child and family's natural environment	July 1, 2022 – June 30, 2023	Children shall receive services in their natural environment within the context of their daily routines.	Data reports generated from DCFS EI data system show services provided in the child's natural environment. IFSPs reviewed show the child's services are conducted within the context of the family's routines.	Service Coordinator EI Service Provider EI Coordinator	Service Coordination and Direct Services
Ensure that telehealth is provided as an option for families	July 1, 2022 – June 30, 2023	Families of children eligible for the EI program shall be offered the option for receiving services through telehealth.	Data reports generated from DCFS EI data system shall show telehealth as a method of delivery for at least some families in the program.	EI Coordinator Service Coordinator EI Service Provider	Service Coordination and Direct Services
Comply with 12 CCR 2509-10 7.950	July 1, 2022 – June 30, 2023	Program shall be in compliance with EI Colorado State Plan, Rule and fiscal rules	Onsite review or desk audit shall show compliance with rules.	EI Coordinator Service Coordinator EI Service Provider	Service Coordination and Direct Services
Key Activity F: Child and Family Outcomes Measurements					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Ensure that child outcomes measurements are conducted at entry, annually and at exit	July 1, 2022 – June 30, 2023	Entry, annual and exit ratings shall be conducted for each child who has been in the EI program for at least 6 months.	Indicator 3 - Data reports generated from the DCFS EI data system shall show entry, annual and exit ratings within each initial, annual and transition IFSP for a child who has been in services for at least 6 months.	Service Coordinator EI Service Provider EI Coordinator	Service Coordination and Direct Services
Ensure that required contact information, including email, is entered for each family enrolled in EI services	July 1, 2022 – June 30, 2023	Each family shall receive a family outcomes survey through email, if available.	Indicator 4 - Data reports shall show email addresses for every family when available.	Service Coordinator EI Coordinator	Service Coordination
Comply with 12 CCR 2509-10 7.961 and 7.962	July 1, 2022 – June 30, 2023	Program shall be in compliance with EI Colorado State Plan, Rule and fiscal rules.	Onsite review or desk audit shall show compliance with rules.	Service Coordinator EI Coordinator	Service Coordination



Key Activity G: Transition Steps and Services					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Ensure transition requirements are conducted within the required timelines for children potentially eligible for Part B	July 1, 2022 – June 30, 2023	Transition activities shall be conducted in accordance with the Transition Interagency Agreement between the Colorado Department of Education and the Colorado Department of Early Childhood.	Data reports generated from the EI data system shall show timelines are being met for children transitioning out of Part C services.	Service Coordinator EI Coordinator	Service Coordination
Ensure that the Part C Extended Option is made available to parents of children who meet the eligibility criteria	July 1, 2022 – June 30, 2023	Parents shall be provided documents in order to make an informed decision about whether to elect to participated in the Extended Part C Option.	Data reports generated from the EI data system shall show whether a parent whose child was eligible did or did not chose the Extended Part C Option.	Service Coordinator EI Coordinator	Service Coordination
Comply with 12 CCR 2509-10 7.970	July 1, 2022 – June 30, 2023	Program shall be in compliance with EI Colorado State Plan, Rule and fiscal rules.	Onsite review or desk audit shall show compliance with rules.	Service Coordinator EI Coordinator	Service Coordination
Key Activity H: Procedural Safeguards					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Comply with 12 CCR 2509-10 7.961 and 7.962	July 1, 2022 – June 30, 2023	Program shall be in compliance with EI Colorado State Plan, Rule and fiscal rules.	Onsite review or desk audit shall show compliance with rules.	EI Coordinator	Service Coordination
Key Activity I: Dispute Resolution Process					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Comply with 12 CCR 2509-10 7.961 and 7.962	July 1, 2022 – June 30, 2023	Program shall be in compliance with EI Colorado State Plan, Rule and fiscal rules.	Onsite review or desk audit shall show compliance with rules.	EI Coordinator	Personnel

SCHEDULE/MILESTONES

CCB shall provide early intervention services to all eligible infants and toddlers referred between July 1, 2022 and June 30, 2023.



ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Colorado Department of Early Childhood (CDEC) Early Intervention Program. 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 Early Intervention Program Director or delegated staff 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**

Contractor Name	Blue Peaks Developmental Services, Inc.
Budget Period	July 1, 2022 - June 30, 2023
Project Name	Early Intervention Colorado
Counties Served	Alamosa, Conejos, Costilla, Mineral, Rio Grande, Saguache

Program Contact Name, Phone, Email	Cynthia Espinoza, Executive Director 719-589-5135 Ext 207 cespinoza@bluepeaks.org
Fiscal Contact Name, Title, Phone, Email	Brock Gallegos, Finance Director 719-589-5135 Ext229 bgallegos@bluepeaks.org
Funded Caseload	68

*See Early Intervention General Accounting Encumbrance (GAE) for Direct Services which is split among other Early Intervention Community Centered Boards pursuant to Exhibit D, Section 12.

Expenditure Categories					
Personnel Services - Salaried Employees					FY 2023
Position Title	Description of Work and Fringe includes: PY taxes, Work Comp, Disability, Medical, Dental Vision, Life Insurance, 401K Retirement Contribution,	Gross or Annual Salary	Fringe	Percent of Time on	Total From All Funding Sources
Administration					
Executive Director	Provides administration and supervision activities for service coordinators related to the EI program.	\$ 73,500	\$ 24,904	10%	\$ 9,840
Sub-Total Administration (including fringe benefits)					\$9,840
Revenue Offset - Targeted Case Management (TCM)					\$0
Revenue Offset - Early Intervention Services Trust (EIST)					\$0
Revenue Offset - Public Insurance					\$0
Revenue Offset - Other Funding Sources					\$0
Total CDEC Funding (EI)					\$9,840
Personnel Services - Salaried Employees					FY 2023
Position Title	Description of Work and Fringe includes: PY taxes, Work Comp, Disability, Medical, Dental Vision, Life Insurance, 401K Retirement Contribution,	Gross or Annual Salary	Fringe	Percent of Time on	Total From All Funding Sources
Service Coordination					
Service Coordinator #1	Provides service coordination activities for children related to the EI program.	37,128	15,387	90%	\$47,264
Service Coordinator #2	Provides service coordination activities for children related to the EI program.	33,862	5,660	100%	\$39,522
Sub-Total Service Coordination (including fringe benefits)					\$86,786
Revenue Offset - Targeted Case Management (TCM)					\$10,920
Revenue Offset - Early Intervention Services Trust (EIST)					\$0
Revenue Offset - Public Insurance					\$0
Revenue Offset - Other Funding Sources					\$0
Total CDEC Funding (EI)					\$75,866
Personnel Services - Salaried Employees					FY 2023
Position Title	Description of Work and Fringe includes: PY taxes, Work Comp, Disability, Medical, Dental Vision, Life Insurance, 401K Retirement Contribution,	Gross or Annual Salary	Fringe	Percent of Time on	Total From All Funding Sources
Direct Services					
	No costs shall be reimbursed by CDEC for this category			0%	\$0
Sub-Total Direct Services (including fringe benefits)					\$0
Revenue Offset - Targeted Case Management (TCM)					\$0
Revenue Offset - Early Intervention Services Trust (EIST)					\$0
Revenue Offset - Public Insurance					\$0
Revenue Offset - Other Funding Sources					\$0
Total CDEC Funding (EI)					\$0
Personnel Services Funding Summary					
Total Personnel Services (including fringe benefits)					\$96,626
Revenue Offset - Targeted Case Management (TCM)					\$10,920
Revenue Offset - Early Intervention Services Trust (EIST)					\$0
Revenue Offset - Public Insurance					\$0
Revenue Offset - Other Funding Sources					\$0
Total CDEC Funding (EI)					\$85,706

Contractors/Consultants (payments to third parties or entities)		FY 2023
Item	Description of Item	Total CDEC Funding (EI)
Legal & Audit	Provides audit services on an annual basis, portion of cost allocated to the EI program at 2.25% of total program services	\$377
Information Technology	Portion of cost related to services for secure email, timekeeping system, sonic wall, and Eset allocated to the EI program at 2.25% of total program services; direct costs for computer setup, email setup, phone setup, and other computer issues.	\$699
Total Contractors/Consultants		\$1,076
Travel		FY 2023
Item	Description of Item	Total CDEC Funding (EI)
Administration		
	No costs shall be reimbursed by CDEC for this category	\$0
Service Coordination		
	No costs shall be reimbursed by CDEC for this category	\$0
Direct Services		
	No costs shall be reimbursed by CDEC for this category	\$0
Total Travel		\$0
Supplies & Operating Expenses		FY 2023
Name	Description of Item	Total CDEC Funding (EI)
Administration		
Repairs & Maintenance	Portion of cost related to building repairs and maintenance, such as heating/cooling system maintenance, common kitchen/restroom areas, allocated to the EI program at 2.25% of total program services.	\$195
Janitorial/Cleaning Supplies	Portion of cost for the purchase of trash bags, soap, Lysol, brooms, mops, allocated to the EI program at 2.25% of total program services	\$171
Utilities	Portion of electric, gas, water, trash, internet allocated to the EI program at 2.25% of total program services	\$1,530
Telephone	Portion of cost for voice and cell phone allocated to the EI program at 2.25% of total program services; cost of wireless modem charge for use during off site visits	\$967
Insurance	Portion of cost for Business, EPLI/D&O/Fiduciary, and Security & Privacy Liability insurance allocated to the EI program at 2.25% of total program services	\$1,879
Depreciation	Portion of cost for depreciation of assets, such as building, office equipment, vehicle allocated to the EI program at 2.25% of total program services	\$3,206
Program Supplies	Cost of Home Visit Notes, toys	\$1,148
Vehicles - Fuel	Cost of fuel for EI designated vehicle owned by BPDS driven by Service Coordinators to attend off site meetings	\$720
Vehicles - Repair & Main	Cost of vehicle maintenance, such as oil changes, alignment, tires, wiper blades for EI designated vehicle owned by BPDS driven by Service Coordinators to attend off site meetings	\$285
Office Supplies	Portion of cost for the purchase of envelopes, calendars, post-it notes, paper/binder clips, pens, pencils, highlighters, purchased in bulk and allocated to the EI program at 2.25% to total program services	\$145
Postage	Portion of cost for postage meter refill, ink, labels, allocated to the EI program at 2.25% of total program	\$54
Printing	Portion of cost for copy paper purchased in bulk and excess copy charges on copier allocated to the EI program at 2.25% of total program services, and direct costs for printing Service Coordinator business cards	\$214
Dues, Fees & Licenses	Portion of cost for membership dues to Alliance, Ancor, and Nonprofit Mgmt Svcs of CO; and fees to United Retirement for 401k management, and State of CO Public Health allocated to the EI program at 2.25% of total program services	\$257
Postage Meter Machine Lease	Portion of cost to lease postage meter machine allocated to the EI program at 2.25% of total program services	\$31
Advertising	Cost for advertising help wanted for EI program staff	\$1,500
Service Coordination		
	No costs shall be reimbursed by CDEC for this category	\$0
Direct Services		
	No costs shall be reimbursed by CDEC for this category	\$0
Total Supplies & Operating		\$12,302

Total Direct Costs Funding Summary			
		TOTAL DIRECT COSTS	\$110,004
		Revenue Offset - Targeted Case Management (TCM)	\$10,920
		Revenue Offset - Early Intervention Services Trust (EIST)	\$0
		Revenue Offset - Public Insurance	\$0
		Revenue Offset - Other Funding Sources	\$0
		Total CDEC Funding (EI)	\$99,084
Modified Total Direct Costs Funding Summary			
		MODIFIED TOTAL DIRECT COSTS (MTDC)	\$110,004
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.			
		Revenue Offset - Targeted Case Management (TCM)	\$10,920
		Revenue Offset - Early Intervention Services Trust (EIST)	\$0
		Revenue Offset - Public Insurance	\$0
		Revenue Offset - Other Funding Sources	\$0
		Total CDEC Funding (EI)	\$99,084
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		Total CDEC Funding (EI)
Indirect Rate	10% de minimis rate elected by the agency for reimbursement		\$9,908
		Total Indirect	\$9,908
Total Contract Funding Summary			
		TOTAL	\$119,912
		Revenue Offset - Targeted Case Management (TCM)	\$10,920
		Revenue Offset - Early Intervention Services Trust (EIST)	\$0
		Revenue Offset - Public Insurance	\$0
		Revenue Offset - Other Funding Sources	\$0
		Total CDEC Funding (EI)	\$108,992

*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 CDEC_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 CDEC_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. At no time shall CDEC have the expectation that services be delivered without reimbursement.
- I. All services shall be billed to the appropriate funding sources, including Medicaid. If a hard denial is received, CDEC shall be the payer of last resort.
- J. 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>.
- 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 (CDEC) Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.



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

Payment for Early Intervention Direct Services to all contractors shall be made as incurred, in whole or in part, from the total available funds to be utilized for Direct Services that includes:

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

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

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



13. CYBER/NETWORK SECURITY AND PRIVACY LIABILITY (REPLACES CONTRACT WIZARD VERSION 4.07 PAGE 15 SECTION 10(G))

Notwithstanding any language to the contrary contained within this Agreement, Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality, or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.
- iii. Notwithstanding sections (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 (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.

14. 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.



EXHIBIT E – 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), 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: **Blue Peaks Developmental Services, Inc;**
- ii. Subrecipient Unique Entity Identifier (UEI) number: **UEI # QWADNTJGEL29;**
- iii. The Federal Award Identification Number (FAIN) is **H181X210097;**
- iv. The Federal award date is **May 12, 2022;**
- v. The subaward period of performance start date is **July 1, 2021** and end date is **September 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 CDEC
FY23	\$13,079*	\$13,079* *An appropriation for Early Intervention Direct Services General Accounting Encumbrance (GAE) is hereby added to this contract. The maximum amount payable for DS GAE is subject to appropriated funds, not to exceed \$1,800,000, which is split among other Early Intervention (EI) vendors.	\$13,079*

- vii. Federal award project description: **Special Education - Grants for Infants and Families with Disabilities;**
- viii. The name of the Federal awarding agency is **U.S. Department of Education;** 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 **Kendra Dunn, Director, Division of Community and Family Support; kendra.dunn@state.co.us; 720.470.2134;**

- i. The Catalog of Federal Domestic Assistance (CFDA) number is **84.181X**, name is **Individuals with Disabilities Education Act/American Rescue Plan Act of 2021 (ARP)** and dollar amount is **\$9,196,751**;
 - ii. This award is **not** for research & development;
 - iii. 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 **General Provisions, Exhibit A - Statement of Work, Exhibit D - 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 **General Provisions, Exhibit A - Statement of Work, Exhibit D - Additional Provisions**.
 - 4) Subrecipient's approved indirect cost rate is **the de minimis rate of 10 %**.
 - 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 **General Provisions, Exhibit A - Statement of Work, Exhibit D - 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. 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, if 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