



COLORADO
Department of Early Childhood

CONTRACT AMENDMENT #3

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 167937
Contractor Foothills Gateway, Inc 301 W. Skyway Dr Fort Collins, Colorado 80525	Amendment Contract Number 23 QAAA 179435
Current Contract Maximum Amount Initial Term State Fiscal Year 2022 \$873,687* * An appropriation for Early Intervention Direct Services General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$20,000,000, 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). Extension Terms State Fiscal Year 2023 \$933,824* * 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). Total for All State Fiscal Years \$1,807,511*	Contract Performance Beginning Date July 27, 2021 Current Contract Expiration Date 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>CONTRACTOR Foothills Gateway, Inc</p> <p>DocuSigned by: <i>Erin Eulenfeld</i></p> <hr/> <p>By: Erin Eulenfeld, Chief Executive Officer</p> <p>Date: <u>11/4/2022</u></p>	<p>STATE OF COLORADO Jared Polis, Governor Colorado Department of Early Childhood Lisa Roy, Ph.D., Executive Director</p> <p>DocuSigned by: <i>Lisa Castiglia</i></p> <hr/> <p>By: Lisa Castiglia, Interim CFO/Director of Finance Operations</p> <p>Date: <u>11/4/2022</u></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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Toni Williamson

By: _____
Andrea Eurich / Toni Williamson

Amendment Effective Date: 11/8/2022

-- 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 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 amends Exhibits B and D.

5. MODIFICATIONS

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

A. Exhibit B – Budget

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

B. Exhibit D – Additional Provisions

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

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE



COLORADO
Department of Early Childhood

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**

Contractor Name	Foothills Gateway, Inc.
Budget Period	July 1, 2022 - June 30, 2023
Project Name	Early Intervention Colorado
Counties Served	Larimer

Program Contact Name, Title	Laura Sidener, Part C Coordinator (970) 266-5453 lauras@foothillsgateway.org
Fiscal Contact Name, Title	Carla Conrardy, Finance Director (970) 266-5444 carlac@foothillsgateway.org
Funded Caseload	480

*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: Payroll Taxes; Worker's Comp; Health Ins; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; End of year Bonus.	Gross or Annual Salary	Fringe	Percent of Time on Project	Total From All Funding Sources
Administration					
Acctg Tech V (FT 7/1 - 9/18; hourly part-time as of 9/19/22) #1	Enters Transactions and Direct Service billing into the Unicorn; assists with tracking Trust Fund billing / payment review. May assist with other EI billing related tasks as needed.	\$33,500	11632	35%	\$ 15,796
Acctg Tech VI (hourly) #2	Enters Transactions and Direct Service billing into the Unicorn; reconciles billing and other EI billing related tasks as needed.	\$65,675	18850	32%	\$ 27,048
Admin (hourly) #3	Enters Transactions and Direct Service billing into the Unicorn; may assist with tracking Trust Fund billing / payment review. May also assist with the following: track children's IFSP with actual provider services & mileage on a monthly basis; log progress notes for each child on provider's case load to ensure progress notes are being submitted; may send monthly tracker to each Service Coordinators to help them know where everyone stands with visits after billing.	\$37,229	15673	50%	\$ 26,451
Administration (hourly) #4	Manages Early Intervention Program Change Report and serves as the primary contact with FGI finance regarding admissions, terminations, numbers, and collaboration. *Pulls database reports for SCs to know of upcoming monthly meetings and tasks. *Maintains EI Case Load lists *Manages incoming referrals and set up of initial referral process *Manages referral log and maintains communication for status pending children. *Records data of referrals and puts together data reports regarding referrals when requested. *Sends Referral Status Update to referral source for new referral, closed, and eligible referrals. *Notifies the school district of referral within 3 working days. *Manages virtual filing system for all EI families (referral, active, and purged). *Take minutes for all meetings, including EI Team and LCICC. *Receives and communicates with providers billing, and distributes charge forms. *Files all Early Intervention progress notes virtually. *Manages HIAFs, communicates with insurance companies, and communicates with SCs regarding Trust policies. Ensures annual HIAFs are distributed for trust policies are entered and kept current in UNICORN. Communicates with finance and State for questions. *Cross checks Medicaid eligibility and verifies with SC. *Processes and files insurance exemption forms and communicates data to Part C Coordinator.	\$41,105	15483	100%	\$ 56,588
Early Childhood Special Educator (Hourly non-exempt)	Part Time Position (25 hours per week July - January ; 28 hours per week Feb - June 2023)- Coordinates special teams among providers and helps to carry out new initiatives within the EI program; provides technical assistance to Early Intervention providers to assure quality of services.	\$57,687	7272	100%	\$ 64,959
Sub-Total Administration (including fringe benefits)					\$190,842
Revenue Offset - Targeted Case Management (TCM)					\$0
Revenue Offset - Early Intervention Services Trust (EIST)					\$35,000
Revenue Offset - Public Insurance					\$0
Revenue Offset - Other Funding Sources					\$0
Total CDEC Funding (EI)					\$155,842

Personnel Services - Salaried Employees					FY 2023
Position Title	Description of Work and Fringe includes: Payroll Taxes; Worker's Comp; Health Ins; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; End of year Bonus.	Gross or Annual Salary	Fringe	Percent of Time on Project	Total From All Funding Sources
Service Coordination					
Part C (Federal Funds) Coordinator (salary)	Manages Program	\$73,914	20014	100%	\$93,928
Service Coordinator 1 - Bilingual	Service Coordination work plus is available to provide Bilingual supports	\$53,129	7620	100%	\$60,749
Service Coordinator 2	Service Coordinator includes assuring rights & procedural safeguards, developing the individualized family service plan (including family assessment), assisting with conflict free provider selection process; monitoring of IFSP, advocacy to children and families, parent satisfaction with services, and explaining funding hierarchy; finding community resources not provided through EI; may participate in Autism Collaboration Group, Infant Support Team; Go4it expectations.	\$46,281	6384	100%	\$52,665
Service Coordinator 3 - Also LEAD #1	Supervises Service Coordinators and also carries 1/2 a case load with same work as Service Coordinator	\$57,584	17794	100%	\$75,378
Service Coordinator 4	Service Coordinator includes assuring rights & procedural safeguards, developing the individualized family service plan (including family assessment), assisting with conflict free provider selection process; monitoring of IFSP, advocacy to children and families, parent satisfaction with services, and explaining funding hierarchy; finding community resources not provided through EI; may participate in Autism Collaboration Group, Infant Support Team; Go4it expectations.	\$47,939	16464	100%	\$64,403
Service Coordinator 5	Service Coordinator includes assuring rights & procedural safeguards, developing the individualized family service plan (including family assessment), assisting with conflict free provider selection process; monitoring of IFSP, advocacy to children and families, parent satisfaction with services, and explaining funding hierarchy; finding community resources not provided through EI; may participate in Autism Collaboration Group, Infant Support Team; Go4it expectations.	\$45,610	16216	100%	\$61,826
Service Coordinator 6	Service Coordinator includes assuring rights & procedural safeguards, developing the individualized family service plan (including family assessment), assisting with conflict free provider selection process; monitoring of IFSP, advocacy to children and families, parent satisfaction with services, and explaining funding hierarchy; finding community resources not provided through EI; may participate in Autism Collaboration Group, Infant Support Team; Go4it expectations.	\$45,610	16216	100%	\$61,826
Service Coordinator 7	Service Coordinator includes assuring rights & procedural safeguards, developing the individualized family service plan (including family assessment), assisting with conflict free provider selection process; monitoring of IFSP, advocacy to children and families, parent satisfaction with services, and explaining funding hierarchy; finding community resources not provided through EI; may participate in Autism Collaboration Group, Infant Support Team; Go4it expectations.	\$50,528	16838	100%	\$67,366
Service Coordinator 8	Service Coordinator includes assuring rights & procedural safeguards, developing the individualized family service plan (including family assessment), assisting with conflict free provider selection process; monitoring of IFSP, advocacy to children and families, parent satisfaction with services, and explaining funding hierarchy; finding community resources not provided through EI; may participate in Autism Collaboration Group, Infant Support Team; Go4it expectations.	\$48,450	6686	100%	\$55,136
Service Coordinator 9	Referral SC may transition out of Referrals as State EI changes occur Referral contact for Larimer County; otherwise follows same work as Service Coordinators	\$53,482	17254	100%	\$70,736

Position Title	Description of Work and Fringe includes: Payroll Taxes; Worker's Comp; Health Ins; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; End of year Bonus.	Gross or Annual Salary	Fringe	Percent of Time on Project	Total From All Funding Sources
Service Coordination					
Service Coordinator 10	NEW POSITION 7/1/22 Service Coordinator includes assuring rights & procedural safeguards, developing the individualized family service plan (including family assessment), assisting with conflict free provider selection process; monitoring of IFSP, advocacy to children and families, parent satisfaction with services, and explaining funding hierarchy; finding community resources not provided through EI; may participate in Autism Collaboration Group, Infant Support Team; Go4it expectations.	\$46,264	6382	100%	\$52,646
Service Coordinator 11 - Bilingual	Service Coordination work plus is available to provide Bilingual supports	\$50,064	6890	100%	\$56,954
Service Coordinator 12 - Also LEAD #2	Supervises Service Coordinators and also carries 1/2 a case load with same work as Service Coordinator	\$55,827	17508	100%	\$73,335
Service Coordinator 13	Service Coordinator includes assuring rights & procedural safeguards, developing the individualized family service plan (including family assessment), assisting with conflict free provider selection process; monitoring of IFSP, advocacy to children and families, parent satisfaction with services, and explaining funding hierarchy; finding community resources not provided through EI; may participate in Autism Collaboration Group, Infant Support Team; Go4it expectations.	\$50,068	16780	100%	\$66,848
Service Coordinator 14 - added end of FY 21/22 to cover Extended Part C option	Service Coordinator includes assuring rights & procedural safeguards, developing the individualized family service plan (including family assessment), assisting with conflict free provider selection process; monitoring of IFSP, advocacy to children and families, parent satisfaction with services, and explaining funding hierarchy; finding community resources not provided through EI; may participate in Autism Collaboration Group, Infant Support Team; Go4it expectations.	\$46,281	16210	100%	\$62,491
Translator (hourly part-time) #1	Spanish Translation for IFSP meetings. Max 25 hours per week. Fringe = Employer FICA and Employer Contrib to 401k if eligible, and gift cards.	\$5,200	2610	100%	\$7,810
Translator (hourly part-time) #2	Spanish Translation for IFSP meetings. Max 25 hours per week. Fringe = Employer FICA and Employer Contrib to 401k if eligible, and gift cards.	\$1,300	99	100%	\$1,399
Sub-Total Service Coordination (including fringe benefits)					\$985,496
Revenue Offset - Targeted Case Management (TCM)					\$365,000
Revenue Offset - Early Intervention Services Trust (EIST)					\$45,000
Revenue Offset - Public Insurance					\$0
Revenue Offset - Other Funding Sources					\$20,000
Total CDEC Funding (EI)					\$555,496
Personnel Services - Salaried Employees					FY 2023
Position Title	Description of Work and Fringe includes: Payroll Taxes; Worker's Comp.	Gross or Annual Salary	Fringe	Percent of Time on Project	Total From All Funding Sources
Direct Services					
Translator (hourly non-exempt) #3	Spanish Translation for Direct Service meetings as needed. Max 20 hours per week. Fringe = Employer FICA and Employer Contrib to 401k if eligible, and gift cards	\$10,000	765	100%	\$10,765
Translator (hourly non-exempt) #4	Spanish Translation for Direct Service meetings as needed. Fringe = Employer FICA; Wkrs Comp; EAP; hourly rate is \$25 per hour; estimated 2 hours per week.	\$1,300	99	100%	\$1,399
Sub-Total Direct Services (including fringe benefits)					\$12,164
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)					\$12,164

Personnel Services Funding Summary		
Total Personnel Services (including fringe benefits)		\$1,188,502
Revenue Offset - Targeted Case Management (TCM)		\$365,000
Revenue Offset - Early Intervention Services Trust (EIST)		\$80,000
Revenue Offset - Public Insurance		\$0
Revenue Offset - Other Funding Sources		\$20,000
Total CDEC Funding (EI)		\$723,502
Contractors/Consultants (payments to third parties or entities)		FY 2023
Item	Description of Item	Total CDEC Funding (EI)
Various vendors	Interpreter Service for Service Coordinators meetings with families - for languages that are unusual such as Japanese / Vietnamese / Arabic / Hindi / Chinese / sign / letters and forms into Spanish	\$3,000
Total Contractors/Consultants		\$3,000
Travel		FY 2023
Item	Description of Item	Total CDEC Funding (EI)
Administration		
Service Coordination		
Mileage	Mileage costs for service coordinator to travel to family home for regular visits which might include ensuring Rights & Procedural Safeguards of the family; IFSP development meetings; transition activities and global outcome rating meetings; and Evaluation and assessment activities. Note: they are NOT participating in direct services with providers. EI program not to exceed the Federal mileage rate listed at https://www.gsa.gov/travel-resources . * Any out of state travel costs must be pre-approved by CDHS	\$6,000
Mileage	Alliance Summit (1 staff)	\$164
Hotel / Per Diem	Alliance Summit Est 2 nights / lunch dinner day 1; none day 2; lunch day 3 (1 staff)	\$300
Direct Services		
Mileage	Mileage costs for interpreters to travel to family home for meetings with Service Providers and Families with the EI program not to exceed the Federal mileage rate listed at https://www.gsa.gov/travel-resources . * Any out of state travel costs must be pre-approved by CDHS	\$200
Total Travel		\$6,664
Supplies & Operating Expenses		FY 2023
Name	Description of Item	Total CDEC Funding (EI)
Administration		
Office Supplies	allocated based on # FTE and supply usage. Supplies include pens, paper, toner/ink and any other commonly purchased office supplies	\$1,500
Cellphones	Monthly charges for EI Special Educator Cellphone / Mifi (Secure connection) charges	\$1,150
Employee Incentives	Incentives for Employee Rewards and Retention	\$100
Equipment Non-Capitalized	Admin Laptops and Cell Phone with Mifi for new staff note: changed to 1 and zeroed out request for new Admin equipment as due to requirement to reduce budget request	\$1,645
Insurance	Liability insurance for EI program allocated by FTE	\$375
Building Usage: alloc to Pgm Admin	The building occupied by Foothills Gateway is owned by the organization and is allocated based on square footage - includes Depreciation, Utilities, Grounds Maint, HVAC Repairs, etc, Maintenance Personnel and Cleaning Staff.	\$2,000
Lease costs for office copier / fax	Office Copier/Fax Lease Exp	\$550
Training Costs	Circle of Security Online Parent Training - 24 hours over 3 weeks (mix of synchronous and asynchronous work)	\$1,000
IT costs alloc to Pgm Admin	Includes IT Staff, IT Equip, Data Processing and Phones allocated to Pgm Admin (allocated based on number of computers used as a percent of total computers used by agency.	\$9,000

Service Coordination		
Business Cards	Distributed to Families and Service Providers - 16 Service Coordinators @ \$34 each per year	\$510
Toner Cartridges for office printers	Office Printers used for printing out Billing Reports, IFSP notes, etc.	\$300
Employee Incentives	Incentives for Employee Rewards and Retention	\$200
Office Supplies	allocated based on # FTE and supply usage. Supplies include pens, paper, toner/ink, etc.	\$1,816
Equip for Service Coordinators Non-capitalized	Includes: replace older laptop models; laptops for new staff; Cellphone new staff: note: zeroed out all but laptop for new staff, due to requirement to reduce budget request	\$1,895
Equip Service Providers Non-capitalized	OAE Device MAICO Eroscon DPOAE Screener 2 Packs of 100 disposable ear tips	\$202
Cellphones	Monthly charges for service coordinators Cellphone / Mifi (Secure connection) charges (17 total)	\$17,672
Liability Ins	based on FTE	\$3,600
Building Usage: alloc to Early Intervention	The building occupied by Foothills Gateway is owned by the organization and is allocated based on square footage - includes Depreciation, Utilities, Grounds Maint, HVAC Repairs, etc, Maintenance Personnel and Cleaning Staff.	\$12,000
Copier Lease	Office Copier Lease Exp	\$550
Training Costs	\$250 per Service Coordinator * service coordinators and supervisors Early childhood or Professional Development	\$3,250
Alliance Summit	One person to attend September, 2022 Summit. Estimate cost based on Sept, 2021 costs. Registration \$1,000 ea	\$350
IT costs allocated to Early Intervention	The building occupied by Foothills Gateway is owned by the organization and is allocated based on square footage - includes Depreciation, Utilities, Grounds Maint, HVAC Repairs, etc, Maintenance Personnel and Cleaning Staff.	\$56,100
Direct Services		
	No costs shall be reimbursed for this category	
	Total Supplies & Operating	\$115,765
Total Direct Costs Funding Summary		
	TOTAL DIRECT COSTS	\$1,313,931
	Revenue Offset - Targeted Case Management (TCM)	\$365,000
	Revenue Offset - Early Intervention Services Trust (EIST)	\$80,000
	Revenue Offset - Public Insurance	\$0
	Revenue Offset - Other Funding Sources	\$20,000
	Total CDEC Funding (EI)	\$848,931
Modified Total Direct Costs Funding Summary		
	MODIFIED TOTAL DIRECT COSTS (MTDC)	\$1,313,931
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)	\$365,000
	Revenue Offset - Early Intervention Services Trust (EIST)	\$80,000
	Revenue Offset - Public Insurance	\$0
	Revenue Offset - Other Funding Sources	\$20,000
	Total CDEC Funding (EI)	\$848,931
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	\$84,893
	Total Indirect	\$84,893
Total Contract Funding Summary		
	TOTAL	\$1,398,824
	Revenue Offset - Targeted Case Management (TCM)	\$365,000
	Revenue Offset - Early Intervention Services Trust (EIST)	\$80,000
	Revenue Offset - Public Insurance	\$0
	Revenue Offset - Other Funding Sources	\$20,000
	Total CDEC Funding (EI)	\$933,824

*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_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_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 (CDHS) 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_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.