



COLORADO
Department of Early Childhood

STATE OF COLORADO CONTRACT

COVER PAGE

State Agency Colorado Department of Early Childhood	Contract Number CT QAAA 2025*945 25 QAAA 191898
Contractor Foothills Gateway, Inc. 301 West Skyway Drive Fort Collins, CO 80525	Contract Performance Beginning Date July 1, 2024
Contract Maximum Amount Initial Term State Fiscal Year 2025 \$1,441,153 CT 2025*945/ GAE QAAA 2025-183 And \$15,000,000 pooled GAE shared amongst various contractors as described in Contract, see Exhibit C Section 11. Extension Terms None Maximum Amount for All Fiscal Years \$1,441,153	Initial Contract Expiration Date June 30, 2025 Except as stated in §2D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date. Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: Special Education – Grants for Infants and Families with Disabilities; H181A2400097; ALN 84.181A
Insurance Contractor shall maintain the following insurance if indicated with “Yes,” as further described in §10: Worker’s Compensation: Yes General Liability: Yes Automobile Liability Yes Protected Information: Yes Professional Liability Insurance: No Cyber/Net. Security-Privacy Liability Insurance: Yes Crime Insurance: No	Options The State shall have the following options if indicated with “Yes,” as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes. Option to Increase or Decrease Maximum Amount per §5.B.v: Yes
Contract Purpose The Contractor shall administer and provide a program for children determined to be eligible for Early Intervention (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, 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.	
Contract Authority Authority to enter into this Contract exists in: 26-1-111 C.R.S. Law-Specified Vendor Statute (if any): N/A Procurement Method: Request for Proposal (RFP) Solicitation Number (if any): QAAA 2024*171	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> 1. Exhibit A – Statement of Work 2. Exhibit B – Budget 3. Exhibit C - Additional Provisions 4. Exhibit D - HIPAA Business Associate Agreement 5. Exhibit E - PII Certification 6. Exhibit F - Sample Option Letter 	



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

1. Colorado Special Provisions in §18 of the main body of this Contract.
2. The provisions of the other sections of the main body of this Contract.
3. Exhibit D - HIPAA Business Associate Agreement
4. Exhibit C - Additional Provisions
5. Exhibit A - Statement of Work.
6. Exhibit B - Budget
7. Exhibit E - PII Certification
8. Exhibit F - Sample Option Letter.

Principal Representatives

For the State:

Christy Scott, Director, Early Intervention Colorado
Colorado Department of Early Childhood
710 South Ash Street
Building C
Glendale, CO 80246
Email: Christy.scott@state.co.us

For Contractor:

Laura Sidener, Part C Coordinator
Foothills Gateway, Inc.
301 West Skyway Drive
Fort Collins, CO 80525
Email: lauras@foothillsgateway.org



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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p align="center">CONTRACTOR Foothills Gateway, Inc.</p> <p>DocuSigned by: <i>Erin Eulenfeld</i> D532427C8DA44E2...</p> <p>By: Erin Eulenfeld, Chief Executive Officer</p> <p>Date: <u>6/28/2024</u></p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Early Childhood Dr. Lisa Roy, Ed.D., Executive Director</p> <p>DocuSigned by: <i>Stephanie Beasley</i> 0BEA514B3502421...</p> <p>By: Stephanie Beasley, Deputy Executive Director</p> <p>Date: <u>6/28/2024</u></p>
<p align="center">2nd State or Contractor Signature if Needed</p> <p>By: Name & Title of Person Signing for Signatory</p> <p>Date: _____</p>	<p align="center">LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p>By: _____</p> <p align="center">Assistant Attorney General</p> <p>Date: _____</p>
<p align="center">In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: <i>Laura Curnow</i> 1BACFE9336394E2...</p> <p>By: Laura Curnow, CDEC Controller</p> <p align="center">Effective Date: <u>6/28/2024</u></p>	



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1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to



Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§14**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

E. Early Termination in the Public Interest

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

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

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

iii. Payments

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



3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Breach of Contract”** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the State.
- D. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- E. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- F. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- H. **“Deliverable”** means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor’s Work that is intended to be delivered to the State by Contractor.
- I. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- J. **“End of Term Extension”** means the time period defined in §2.D.
- K. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.



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- L. **“Extension Term”** means the time period defined in §2.C.
- M. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- O. **“Initial Term”** means the time period defined in §2.B.
- P. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- Q. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.
- R. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- S. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et. seq.*, C.R.S.
- T. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- U. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the



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time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- V. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- W. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- X. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- Y. **“Subcontractor”** means any third party engaged by Contractor to aid in performance of the Work.
- Z. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- AA. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- BB. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures



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i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice the State, the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the State is a material breach of this Contract which would be cause for the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at the State's discretion.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

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

iii. Payment Disputes

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



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iv. Available Funds-Contingency-Termination

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

v. Option to Increase Maximum Amount

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

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Contract.



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

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §14 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

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



8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Contractor shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation



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If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

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

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit __ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit __ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this



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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

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

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

C. Automobile Liability

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

D. Protected Information



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Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a 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.

E. Professional Liability Insurance

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

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

F. Crime Insurance

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

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

G. Additional Insured

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

H. Primacy of Coverage

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

I. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §14 within seven days of Contractor's receipt of such notice.

J. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

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



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liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

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

11. BREACH OF CONTRACT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach of Contract

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

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice,



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

b. **Payments**

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

c. **Damages and Withholding**

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

ii. **Remedies Not Involving Termination**

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

a. **Suspend Performance**

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. **Withhold Payment**

Withhold payment to Contractor until Contractor corrects its Work.

c. **Deny Payment**



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

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

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

B. Contractor's Remedies

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

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES



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

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

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

ii. Patents

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

iii. Assignments and Assistance

Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents,



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copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of “works made for hire” under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire. Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, “State Materials”). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor’s obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

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

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

17. GENERAL PROVISIONS

A. Assignment

Contractor’s rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of



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

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

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

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

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

I. Modification



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Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

K. External Terms and Conditions

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

L. Severability

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

M. Survival of Certain Contract Terms

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

N. Taxes

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

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 17.A, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

P. Waiver



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

Q. CORA Disclosure

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



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R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations

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

T. Indemnification

i. General Indemnification

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

ii. Confidential Information Indemnification

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

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is **(a)** provided by Contractor or Contractor's subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables.



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iv. **Accessibility Indemnification**

Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor’s failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

U. **Accessibility**

- i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the Governor’s Office Of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Contractor’s compliance to the State’s Accessibility Standards to be determined by a third party selected by the State to attest to Contractor’s Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

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

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

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

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State’s risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.



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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor



COLORADO
Department of Early Childhood

has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

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

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



**STATEMENT OF WORK (SOW)
EARLY INTERVENTION**

**FOOTHILLS GATEWAY, INC.
301 W. SKYWAY DR.
FORT COLLINS, CO 80525**



INTRODUCTION/BACKGROUND

The Colorado Department of Early Childhood (CDEC) is authorized, pursuant to 26.5-3-401 — 410 Colorado Revised Statutes (C.R.S.) (2022) 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).

Certified Early Intervention Service Brokers, or EI Brokers (EIBs), have been designated by the CDEC to provide early intervention services to eligible children in the defined service area. EIBs (hereafter referred to as “Contractor”) are described under Section 26.5-3-408 (2022), C.R.S. The EI Colorado program is administered by the CDEC through contracts with EIBs. Contractors are expected to deliver community-based EI services to infants and toddlers, birth through two (2) years of age (after age three for certain 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 (established condition), or who are living with a parent who has a developmental disability as determined by a Case Management Agency operating under the Department of Health Care Policy and Financing (HCPF). The Contractor shall be responsible for the provision of service coordination, the development and implementation of the Individualized Family Service Plan (IFSP), monitoring the delivery of services documented on the IFSP, and other functions as described in this Scope of Work (SOW).

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

The Contractor shall have documented policies and procedures to implement the requirements of this Statement of Work.



Service Area: Larimer County

Activity A: Fiscal Management (A1.-A7.)

A1.-A4. EI program staff shall provide budget templates and guidance for documenting personnel costs, travel, and supplies and operating expenses. The Contractor shall meet with program staff prior to the submission of budgets and meet at least once mid-year to determine if cost projections are on target considering any caseload growth or underspending that may warrant a budget amendment. Invoices are required to be submitted within 30 days of the 1st of the following month.

Increases to annual budgets shall be limited to that of the percentage of provider rate increase enacted into law. These increases shall be effective July 1 of each year if the contract continues beyond one year. Additional increases may be approved if a review of available information and data show needs for increases related to caseload growth or other programmatic needs deemed reasonable by the department, and adequate funding is available.

A5. The EI program shall be implementing a system for subcontracted providers to bill directly through the EI data system Provider Portal. This shall provide efficiencies in the costs for billing services in the data system as well as reduce the payment time between the delivery of services and payment contractor. Additionally, this shall serve the purpose of providing CDEC with timely data to inform budgetary needs. Rolling out this new system for billing shall take place on a timeline determined by EI Colorado and shall be fully implemented by the beginning of FY 26-27. If possible, the Contractor may take advantage of this process as soon as desired but must be prepared to assist with this billing transition beginning as early as August 1, 2024.

A6. - A7. The Contractor's personnel must be available for training and technical assistance on budget changes and amendments. EI program staff must be notified in advance of any anticipated changes to the non-personnel budget lines. These changes shall be documented on the invoice template prior to the invoice that reflects the changes. An amendment or option letter shall be needed for any justifiable changes that exceed the 10% threshold for line modification.

The contractor must notify the EI program staff of ANY changes to the budget for personnel budget lines. This includes notification of vacancies. Budget amendments or option letters shall be required for any additions to personnel or any staff replacement for vacancies where the salary is more than 5% of the previous staff salaries. Salary increases must be approved by the EI program prior to providing any increases to the agency's staff. Increases shall be limited to that of the percentage salary increase (including cost of living adjustment) enacted into law and given to all state employees. No increases over this amount shall be considered. These changes shall be made effective on July 1 of each year should the contract extend beyond one year.



Activity B: Data Collection (B1. - B3.)

B1. - B2. Contractor must ensure data is entered within 15 days after an activity occurs where a corresponding data point exists. Contractor must also ensure that service coordinators information is accurate and current in the EI Data System.

B3. Contractor must ensure that any employed service coordinator or direct service provider must have accurate and current information entered into the EI Data System Provider Portal. Subcontracted direct service provider information must be accurate and current in the EI Data System Provider Portal.

Activity C: Service Coordination (C1. - C11.)

Expected caseloads for service coordinators shall be between 45 and 50.

C1. - C2. Contractor must ensure that service coordinators provide families with procedural safeguards for all required activities and contractor must ensure dispute resolution is available to families and that a dispute resolution process is in place.

C3. - C5. Contractor must ensure that service coordinators conduct an initial meeting to develop the IFSP for eligible children no later than 45 days from the date of referral. The IFSP must be reviewed at least every six months, and an annual review must be conducted annually from the initial IFSP date.

C6. Contractor must ensure that child outcomes measurements must be conducted at entry and at exit.

C7. - C9. Contractor transition activities shall be conducted for all children reaching the age of three and exiting the EI program. For children potentially eligible for Part B preschool special education, transition activities shall be conducted in accordance with the Transition Memorandum of Understanding between the Colorado Department of Early Childhood and the Colorado Department of Education. This includes the assurance of the Extended Part C Option for those children turning three with an eligible birthdate.

C10. Contact information must be verified, and contractor correct for the family of an enrolled child to be entered into the EI Data System and updated as needed. This shall ensure families with children exiting EI services shall receive a Family Outcomes Survey through email.

C11. Contractor must ensure that Families exiting the Early Intervention program must have access to a Family Outcomes Survey when an email address is not available. This shall be effective once the EI Program has made the necessary enhancement to the EI Data System to allow sending the survey through multiple methods i.e. text, mail, etc.



Activity D: Direct Services (D1. - D3.)

D1. Contractor must ensure that Early Intervention services must begin no later than 28 days from the date the parent consents to services documented on the IFSP.

D2. Contractor must ensure EI services must be provided in the child and family's natural environment, whenever possible, including the option for receiving services through telehealth.

D3. Contractor must ensure that Direct service providers, service coordinators, and other relevant staff must be available to participate in state-sponsored training, technical assistance, and other activities related to the statewide implementation of a teaming/primary provider model of service delivery.

Activity E: Referral and Intake (E1. - E9.)

EI Colorado has implemented a statewide intake process to ensure consistency and equity for families of infants and toddlers referred to EI Colorado with concerns about their development. This system consists of a combination of EI Colorado Care Navigators employed by the Colorado.

Department of Early Childhood, and local Care Navigators employed by Early Intervention Brokers. There are five EI Brokers authorized to conduct referral and intake on behalf of EI Colorado and employ local Care Navigators.

EI Broker Care Navigators would be expected to carry a caseload of between 30-50 with a consistent average of approximately 40.

E1. The Contractor shall establish a process for processing referrals made to EI Colorado through all accepted methods including phone calls, faxes, emails and online referrals. The Contractor must also ensure that contact attempts are documented in the EI Data System.

E2. - E3. Local Care Navigators are expected to enter referral information into the EI Data System and upload relevant documentation such as the original referral (if applicable/ when faxed or emailed), any Referral Status Updates (when needed), consent documents, and additional referral documentation as needed (such as paperwork confirming a diagnosis for an established condition).

E4. Local Care Navigators shall conduct intake activities utilizing the EI Colorado Care Navigator Script and Process document. Additionally, the online intake questionnaire shall be used for every referral.

E5. - E8. Evaluations must be scheduled through the EI Data System. Once an evaluation has been completed, the local Care Navigator shall ensure complete documentation, contacting the Evaluation Entity when needed. Evaluation results shall be discussed with the family and a copy sent to



them, regardless of the eligibility status. Eligible infants and toddlers shall be transferred to the local Early Intervention Broker within 5 business days. Children found ineligible shall have evaluation results explained to the family and local resources given as appropriate.

E9. The Referral Status Update (RSU) form shall be completed and sent to referral sources, with parent's consent as needed, and consistent with required activities.

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, as a designated Certified EI Service Broker, 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
- C. Applicable Colorado Statute C.R.S. 26.5-3-401 - 410
- D. Early Intervention Rules and Regulations 8 CCR 1405-1

PERIOD OF PERFORMANCE

July 1, 2024 - June 30, 2025



WORK PLAN

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	The Early Intervention Colorado 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. Catchment area: Larimer County				
Key Activity A: Fiscal Management					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
A1. Select a method to charge administrative costs	July 1, 2024 - June 30, 2025	Submit a plan for charging administrative costs to the program: -Direct charge -10% de minimis -Negotiated rate	Documentation of approved administrative cost plan.	CFO Executive Director	Administration
A2. Review annual budget with CDEC EI program staff	July 1, 2024 - June 30, 2025	Attend 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 Executive Director EI Coordinator	Administration
A3. Review budget midyear with CDEC EI program staff	December, 2024 - June 30, 2025	Attend meetings with EI program staff to review budget mid-year to determine whether budget remains in alignment with caseload needs.	Invoices submitted for payment each month shall appropriately tie back to budget lines.	CFO Executive Director EI Coordinator	Administration
A4. Ensure timely submission of invoices.	July 1, 2024 - June 30, 2025	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 EI Coordinator	Administration



Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
A5. Work with the CDEC to determine when subcontracted providers shall begin to submit billing through the EI Data System Provider Portal	July 1, 2024 - June 30, 2025	Billing for the provision of IFSP direct services shall be entered directly by providers.	All subcontracted provider services are entered through the EI Data System Provider Portal.	EI Coordinator	EI Coordinator
A6. Notify the CDEC EI program staff of any anticipated changes to the non-personnel budget lines	July 1, 2024 - June 30, 2025	CDEC EI program staff shall be notified of all anticipated changes to the non-personnel budget lines prior to the invoice which would reflect these changes.	Approval shall be documented for any change to non-personnel lines. A budget amendment must be in place for any justifiable changes that exceed the 10% threshold for line modifications.	CFO Executive Director EI Coordinator	Administration Service Coordination Direct Services
A7. Notify the CDEC EI program staff of any anticipated changes to the budget for personnel	July 1, 2024 - June 30, 2025	CDEC EI program staff shall be notified of all anticipated changes to personnel budget lines and an amendment must be developed for changes exceeding the threshold for written approval. Amendments must be submitted no later than 3 months prior to the fiscal year end.	Written approval shall be documented for personnel changes where appropriate. A budget amendment must be in place for personnel changes where required prior to invoicing for those changes.	CFO Executive Director EI Coordinator	Administration Personnel
Key Activity B: Data Collection					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
B1. Ensure all required data is entered into the EI Data System within 15 days after the activity occurs.	July 1, 2024 - June 30, 2025	All required data shall be entered by 15 days after the activity occurs.	Reports generated through the EI Data System shall show data entered within 15 days of the activity occurring. Quarterly indicator reports shall not show missing data.	EI Coordinator Data Entry Personnel	Personnel
B2. Ensure that service coordinators information is accurate and current in the EI Data System.	July 1, 2024 - June 30, 2025	The EI Data System shall be updated any time a service coordinator changes or a service coordinator is no longer working.	The EI Data System shall show an accurate and current number of active service coordinators	EI Coordinator Service Coordinators Data Entry Personnel	Personnel



Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
B3. Ensure that subcontracted and employed direct service provider information is accurate and current in the EI Data System Provider Portal.	July 1, 2024 - June 30, 2025	The EI Data System Provider Portal shall be updated any time subcontracted provider information changes, or a provider is no longer actively providing EI services.	The EI Data System shall show an accurate and current number of active providers.	EI Coordinator Subcontracted and employed providers. Data Entry Personnel	Personnel
Key Activity C: Service Coordination					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
C1. Ensure Procedural Safeguards	July 1, 2024 - June 30, 2025	Comply with 8 CCR 1405-1	Onsite review or desk audit shall show compliance with rules.	EI Coordinator Service Coordinator	Service Coordination
C2. Ensure Dispute Resolution	July 1, 2024 - June 30, 2025	Comply with 8 CCR 1405-1	Onsite review or desk audit shall show compliance with rules.	EI Coordinator Service Coordinator	Service Coordination
C3. Ensure that every eligible child has an IFSP developed within required timelines	July 1, 2024 - June 30, 2025	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 Statewide Data System shows IFSPs developed within 45 days of referral date.	Service Coordinator EI Coordinator	Service Coordination
C4. Ensure the IFSP is reviewed at least every 6 months	July 1, 2024 - June 30, 2025	Children who have had an IFSP for 6 months shall have a review	Data reports generated from the EI Statewide 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
C5. Ensure the annual IFSP is conducted one year from the initial or previous IFSP date	July 1, 2024 - June 30, 2025	Children who have had an IFSP for one year shall have an annual review	Data reports generated from the EI Statewide 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
C6. Ensure that child outcomes measurements are conducted at entry and at exit	July 1, 2024 - June 30, 2025	Entry 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 EI Statewide 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 Direct Services



Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
C8. Ensure transition requirements are conducted within the required timelines for children potentially eligible for Part B.	July 1, 2024 - June 30, 2025	Transition activities shall be conducted in accordance with the Transition Memorandum of Understanding between the Colorado Department of Early Childhood and the Colorado Department of Education.	Data reports generated from the EI Statewide Data System shall show timelines are being met for children transitioning out of Part C services.	Service Coordinator EI Coordinator	Service Coordination
C9. Ensure that the Extended Part C Option is made available to parents of children who meet the eligibility criteria.	July 1, 2024 - June 30, 2025	Transition activities shall be conducted in accordance with the Transition Memorandum of Understanding between the Colorado Department of Early Childhood and the Colorado Department of Education, including 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 choose the Extended Part C Option.	Service Coordinator EI Coordinator	Service Coordination
C10. Ensure that required contact information, including email address, is entered for each family enrolled in EI services.	July 1, 2024 - June 30, 2025	Each family that has a child exit the program 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
C11. Ensure families have access to the Family Outcomes Survey.	July 1, 2024 - June 30, 2025	Families shall receive a family outcomes Survey through other means when an email address is not available.	Indicator 4 - Survey responses shall increase.	Service Coordinator EI Coordinator	Service Coordination
Key Activity D: Direct Services					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
D1. Ensure that EI services begin 28 days from the date the parent consents to services on the IFSP.	July 1, 2024 - June 30, 2025	Families shall be given options for services to begin within 28 days of written parent consent, which may include telehealth.	Data reports generated from the EI Statewide Data System show services documented on the IFSP began within 28 days of parent consent, or, if not, a reason documented.	Service Coordinator EI Coordinator Direct Service Provider	Direct Services



Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
D2. Ensure that EI services are provided in the child and family's natural environment whenever possible, including the option for receiving services through telehealth.	July 1, 2024 - June 30, 2025	Children shall receive services in their natural environment within the context of their daily routines. Families of children eligible for the EI program shall be offered the option for receiving services through telehealth.	Data reports generated from the EI Statewide 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 Coordinator Direct Service Provider	Service Coordination Direct Services
D3. Ensure participation of direct service providers, service coordinators, and other relevant staff in activities and training to implement teaming and primary provider model.	July 1, 2024 - June 30, 2025	Children shall receive services in their natural environment within the context of their daily routines. Families of children eligible for the EI program shall be offered the option for receiving services through telehealth.	Data reports generated from the EI Statewide 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 Coordinator Direct Service Provider	Service Coordination Direct Services
Key Activity E: Referral and Intake					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
E1. Establish a process for receiving and processing referrals through all accepted methods: calls, faxes, emails and online referrals.	July 1, 2024 - June 30, 2025	All referrals shall be processed in a timely manner.	A review of the data system or a desk audit shall show timely processing of referrals.	EI Coordinator Local Care Navigator Other staff	Referral and Intake
E2. Document attempts to contact using the EI Data System and upload case notes to provide a summary of activities and conversations.	July 1, 2024 - June 30, 2025	An intake service coordinator (local Care Navigator) shall be assigned within three (3) working days of referral. The family shall be contacted as soon as possible after being assigned to a local Care Navigator and no longer than seven (7) days from the date of the referral.	A review of the child's record in the Salesforce data system shall show that a family was contacted within seven (7) days of the referral and supporting documentation has been uploaded.	EI Coordinator Local Care Navigator	Referral and Intake



Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
E3. Enter referrals in the EI Data System.	July 1, 2024 - June 30, 2025	All referrals received for children under the age of three (3), and more than 45 days before their third birthday, shall be entered in the EI Salesforce data system following the guidelines for data processing outlined in the EI Data System User Guide. The original referral shall be uploaded when faxed or emailed along with other relevant referral documents.	A review of the data system shall show all children referred are entered appropriately in the data system.	EI Coordinator Local Care Navigator Other staff as applicable	Referral and Intake
E4. Conduct intake activities utilizing the EI Colorado Care Navigator Script and Process document.	July 1, 2024 - June 30, 2025	Families shall have the same experience regardless of whether they have an EI Colorado Care Navigator or a local Care Navigator.	The online intake questionnaire shall be used for every referral.	EI Coordinator Local Care Navigator	Referral and Intake
E5. Schedule evaluations using the EI Data System scheduling system.	July 1, 2024 - June 30, 2025	Evaluation appointments shall be scheduled using the EI Data System scheduling system.	Evaluations shall be scheduled and automated activities shall occur through the data system as designed.	EI Coordinator Local Care Navigator	Referral and Intake
E6. After the evaluation has been conducted, review the evaluation record to ensure completeness, contacting the evaluation entity as needed.	July 1, 2024 - June 30, 2025	Evaluation records shall be complete and accurate.	A review of evaluation records in the data system or through a desk audit shall show complete and accurate evaluation information.	EI Coordinator Local Care Navigator	Referral and Intake
E7. For eligible children, move the referral case forward to the local EI Broker within 5 business days.	July 1, 2024 - June 30, 2025	Children found eligible shall be moved forward for IFSP development within 5 business days.	A review of the data system shall show the referral case moved into an open case 5 business days from evaluation.	EI Coordinator Local Care Navigator	Referral and Intake



Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
E8. Evaluation results shall be sent to all families, including those whose child did not qualify.	July 1, 2024 - June 30, 2025	Children who do not qualify shall have their results sent to the family.	A review of the data system or desk audit shall show contact notes confirming that the results of the evaluation were sent to the family.	Local Care Navigator	Referral and Intake
E9. Referral Status Update form shall be completed and sent to referral sources with parents' consent and when needed. The RSU and authorization to release information form should be uploaded to the child's referral case in the data system.	July 1, 2024 - June 30, 2025	Referral sources shall receive status updates.	A review of referral case shall show an RSU and consent to release information uploaded where applicable.	EI Coordinator Local Care Navigator	Referral and Intake

SCHEDULE/MILESTONES

The EI Broker shall provide early intervention services to all eligible infants and toddlers referred between July 1, 2024 and June 30, 2025.

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 CDEC program manager shall either sign off on the approval, or reply to the contractor, in writing, advising what tasks must still be accomplished.



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

Contractor Name	Foothills Gateway, Inc.
Budget Period	July 1, 2024 - June 30, 2025
Project Name	Early Intervention Colorado
Counties Served	Larimer

Program Contact Name, Title Phone Email	Laura Sidener, Part C Coordinator (970) 266-5453 lauras@foothillsgateway.org
Fiscal Contact Name, Title Phone Email	Carla Conrardy, Finance Director (970) 266-5444 carlac@foothillsgateway.org
Funded Caseload	760

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

Expenditure Categories								SFY 2025
Personnel Services - Salaried Employees								Total From All Funding Sources
Position Title	Description of Work and Fringe includes: Payroll Taxes; Worker's Comp; Health Ins; EAP; FAMILI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	FTE Status	Number of Hours Worked Per Week	Gross or Annual Salary	Fringe	Percent of Time on Project	Total From All Funding Sources	
Administration								
Admin (hourly)	Tracks children's IFSP with actual provider services & mileage on a monthly basis; may assist with logging 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. Enters Transactions and Direct Service billing into the Unicorn; may assist with tracking Trust Fund billing / payment review.	Full-Time	40	\$ 43,570.00	\$ 17,611.00	75.00%	\$ 45,886	
Early Intervention Purchasing and Contracts Specialist (hourly)	Supports and backups up Tracking billing with IFSP; billing in Salesforce, communicating billing issues with Providers. See Admin (hourly) for more detail on billing related work. Note: non-billing related work noted in Direct Service section.	Full-Time	40	\$ 59,022.00	\$ 18,018.00	25.00%	\$ 19,260	
Acctg Manager Finance (salary)	Supervises EI Billing; monitors Medicaid & Insurance denials for appropriateness and reconciles prior to "invoicing" via Salesforce.	Full-Time	40	\$ 75,472.00	\$ 21,887.00	14.00%	\$ 13,630	
Finance Director	EI related meetings include: EI workforce investment meetings; monthly Alliance meetings related to EI; supervises Finance staff who perform EI Invoice review, EI Billing input, EI invoice processing and payments; setup Budgets; submit billing monthly to CDEC.	Full-Time	40	#####	\$ 26,316.00	7.00%	\$ 9,582	
Sub-Total Administration (including fringe benefits)							\$88,358	
Revenue Offset - Targeted Case Management (TCM)							\$0	
Revenue Offset - Early Intervention Services Trust (EIST)							\$24,000	
Revenue Offset - Public Insurance							\$0	
Revenue Offset - Other Funding Sources							\$0	
Total CDEC Funding (EI)							\$64,358	
Personnel Services - Salaried Employees								
SFY 2025								
Position Title	Description of Work and Fringe includes: Payroll Taxes; Worker's Comp; Health Ins; EAP; FAMILI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	FTE Status	Number of Hours Worked Per Week	Gross or Annual Salary	Fringe	Percent of Time on Project	Total From All Funding Sources	
Service Coordination								
Support Services Case Management Director	Supervises Part C Coordinator in addition to overseeing State General Fund Programs and several Medicaid Waiver programs.	Full-Time	40	#####	\$ 25,951.00	7.00%	\$9,355	
Part C (Federal Funds) Coordinator (salary)	Oversees and Manages Early Intervention Program	Full-Time	40	\$ 79,049.00	\$ 22,328.00	100.00%	\$101,377	
Service Coordinator 1	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.	Full-Time	40	\$ 50,986.00	\$ 7,068.00	100.00%	\$58,054	
Service Coordinator 2	See Service Coordinator 1	Full-Time	40	\$ 49,997.00	\$ 7,316.00	100.00%	\$57,313	
Service Coordinator 3	See Service Coordinator 1	Full-Time	40	\$ 50,356.00	\$ 7,361.00	100.00%	\$57,717	
Service Coordinator 4	See Service Coordinator 1	Full-Time	40	\$ 49,997.00	\$ 18,549.00	100.00%	\$68,546	
Service Coordinator 5 - Bilingual	See Service Coordination 1 plus is available to provide Bilingual supports	Full-Time	40	\$ 52,632.00	\$ 7,301.00	100.00%	\$59,933	
Service Coordinator 6	See Service Coordinator 1	Full-Time	40	\$ 50,247.00	\$ 6,974.00	100.00%	\$57,221	

Service Coordination							
Service Coordinator 7	See Service Coordinator 1	Full-Time	40	\$ 50,736.00	\$ 17,374.00	100.00%	\$68,110
Service Coordinator 8	See Service Coordinator 1	Full-Time	40	\$ 53,098.00	\$ 18,957.00	100.00%	\$72,055
Service Coordinator 9	See Service Coordinator 1	Full-Time	40	\$ 52,329.00	\$ 18,860.00	100.00%	\$71,189
Service Coordinator 10	See Service Coordinator 1	Full-Time	40	\$ 51,522.00	\$ 7,136.00	100.00%	\$58,658
Service Coordinator 11	See Service Coordinator 1	Full-Time	40	\$ 53,548.00	\$ 19,024.00	100.00%	\$72,572
Service Coordinator 12	See Service Coordinator 1	Full-Time	40	\$ 55,518.00	\$ 18,917.00	100.00%	\$74,435
Service Coordinator 13 - Lead #1	Supervises Service Coordinators and also carries 1/2 a case load with same as Service Coordinator 1	Full-Time	40	\$ 63,429.00	\$ 20,378.00	100.00%	\$83,807
Service Coordinator 14 - Intake Specialist	Intake Specialist and also carries 1/2 a case load with same work as Service Coordinator 1	Full-Time	40	\$ 60,486.00	\$ 19,979.00	100.00%	\$80,465
Service Coordinator 15	See Service Coordinator 1	Full-Time	40	\$ 50,736.00	\$ 5,768.00	100.00%	\$56,504
Service Coordinator 16 - Lead #2	Supervises Service Coordinators and also carries 1/2 a case load with same as Service Coordinator 1	Full-Time	40	\$ 61,664.00	\$ 20,085.00	100.00%	\$81,749
Service Coordinator 17	Service Coordination work plus is available to provide Bilingual supports	Full-Time	40	\$ 50,366.00	\$ 16,138.00	100.00%	\$66,504
Service Coordinator 18 - new Lead #3	NEW est start 10/1/2024 Supervises Service Coordinators and also carries 1/2 a case load with same as Service Coordinator 1	Full-Time	40	\$ 42,791.00	\$ 12,442.00	100.00%	\$55,233
Service Coordinator 19 - new SC	NEW est start 1/1/25 See Service Coordination 1 plus is available to provide Bilingual supports	Full-Time	40	\$ 25,954.00	\$ 8,098.00	100.00%	\$34,052
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.	Part-Time	25	\$ 13,500.00	\$ 842.00	30.00%	\$4,303
Translator (hourly part-time) #2	See Translator (hourly part-time) #1	Part-Time	25	\$ 6,000.00	\$ 459.00	10.00%	\$646
Sub-Total Service Coordination (including fringe benefits)							\$1,349,798
Revenue Offset - Targeted Case Management (TCM)							\$410,000
Revenue Offset - Early Intervention Services Trust (EIST)							\$50,000
Revenue Offset - Public Insurance							\$0
Revenue Offset - Other Funding Sources							\$0
Total CDEC Funding (EI)							\$889,798
Personnel Services - Salaried Employees							
SFY 2025							
Position Title	Description of Work and Fringe includes: Payroll Taxes; Worker's Comp; Health Ins; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	FTE Status	Number of Hours Worked Per Week	Gross or Annual Salary	Fringe	Percent of Time on Project	Total From All Funding Sources
Direct Services							
Translator (hourly non-exempt) #1	Spanish Translation for IFSP meetings. Max 25 hours per week. Fringe = Employer FICA and Employer Contrib to 401k if eligible.	Part-Time	20	\$ 13,500.00	\$ 842.00	70.00%	\$10,039
Translator (hourly non-exempt) #2	See Translator (hourly part-time) #1	Part-Time	20	\$ 6,000.00	\$ 459.00	50.00%	\$3,230
Early Intervention Purchasing and Contracts Specialist	Program Quality Assurance; Onboards Early Intervention Independent Contractors (IC) - which includes training; assuring all contract requirements are met and updated in Salesforce; communicates program changes, requirements, etc.; assists with training and seeks out ICs to meet needs of the program. Note: billing functions provided by this person are listed in the "Administrative" section	Full-Time	40	\$ 59,022.00	\$ 18,018.00	75.00%	\$ 57,780
Office Support	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. *Manages virtual filing system for all EI families (referral, active, and purged). *Take minutes for all meetings, including EI Team. *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	Full-Time	40	\$ 43,570.00	\$ 17,547.00	100.00%	\$ 61,117
Sub-Total Direct Services (including fringe benefits)							\$132,166
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)							\$132,166

Personnel Services - Salaried Employees							SFY 2025
Position Title	Description of Work and	FTE Status	Number of	Gross or	Fringe	Percent of	Total From All
Intake and Referral Employees							
No costs shall be reimbursed by CDEC for this category							
Sub-Total Intake and Referral Employees (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)							\$1,570,322
Revenue Offset - Targeted Case Management (TCM)							\$410,000
Revenue Offset - Early Intervention Services Trust (EIST)							\$74,000
Revenue Offset - Public Insurance							\$0
Revenue Offset - Other Funding Sources							\$0
Total CDEC Funding (EI)							\$1,086,322
Contractors/Consultants (payments to third parties or entities)							SFY 2025
Item	Description of Item	Allowable in MTDC Calculation	Unallowable in MTDC Calculation				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	\$ 1,500.00	\$0				\$1,500
Total Contractors/Consultants							\$ 1,500.00 \$ - \$1,500
Travel							SFY 2025
Item	Description of Item						Total CDEC Funding (EI)
Administration							
No costs shall be reimbursed by CDEC for this category							\$0
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 CDEC						\$1,500
Mileage	2 Summits: Alliance Summit (1 staff) and Early Childhood Summit (both in Breckenridge)						\$350
Hotel / Per Diem	2 Summits: Alliance Summit Est 2 nights / lunch dinner day 1; none day 2; lunch day 3 (1 staff); Early Childhood summit no per diem						\$950
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 CDEC						\$2,000
Intake and Referral							
No costs shall be reimbursed by CDEC for this category							
Total Travel						\$4,800	
Supplies & Operating Expenses							SFY 2025
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 Purchasing and Contract Specialist						\$198
Employee Incentives	Incentives for Employee Rewards and Retention						\$100
Insurance	Liability insurance for EI program allocated by FTE						\$700
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.						\$3,600
Lease costs for office copier / fax	Office Copier/Fax Lease Exp						\$500
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).						\$7,000
Management & General	Overall Management for the organization or 12% of expenses. M&G includes but not limited to: HR (payroll process, hiring and onboarding of service coordinators and translators), Finance (accounts payable processing of employee expenses etc.), Public Relations (promotes and highlights all programs supported through Foothills Gateway including Early Intervention); Executive Management (front desk staff and Executive staff who support and promotes all programs, including Early Intervention).						\$12,235
Subtotal						\$25,833	
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)							
Item	Description of Item						Total CDEC
No costs shall be reimbursed by CDEC for this category							
Subtotal Items removed from MTDC						\$0	
Subtotal for Administration Supplies & Operating						\$25,833	

Service Coordination		
Business Cards	Distributed to Families and Service Providers - cost for new Service Coordinators @ \$50 each per year	\$300
Toner Cartridges for office printers	Office Printers used for printing out Billing Reports, IFSP notes, etc.	\$500
Employee Incentives	Incentives for Employee Rewards and Retention	\$1,000
Office Supplies	allocated based on # FTE and supply usage. Supplies include pens, paper, toner/ink, etc.	\$3,000
Equip for new Service Coordinator / Lead	New laptops - 2 needed; 2 Cellphones	\$3,790
Cellphones	Monthly Cellphone charges for supervisors, service coordinators and interpreters (22 total)	\$14,050
Liability Ins	based on FTE	\$5,000
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
Professional Development	est \$200 per Service Coordinator * service coordinators and supervisors Early childhood or Professional Development Trainings. * Any out of state travel costs must be pre-approved by CDEC; memberships providing access to trainings and symposiums	\$3,250
Alliance Summit	One person to attend August, 2024 Summit Registration	\$325
Early Childhood Summit	Two people to attend June 2025 Summit Registration	\$600
IT costs allocated to Early Intervention	Share of IT staff and operating expenses allocated based on number of computers used (20 in EI with add'l staff)	\$70,000
DocuSign	Required electronic signatures for individuals enrolled in Medicaid - est 550 documents	\$2,700
Management & General	Overall Management for the organization or 12% of expenses. M&G includes but not limited to: HR (payroll process, hiring and onboarding of service coordinators and translators), Finance (accounts payable processing of employee expenses etc.), Public Relations (promotes and highlights all programs supported through Foothills Gateway including Early Intervention); Executive Management (front desk staff and Executive staff who support and promotes all programs, including Early Intervention).	\$176,360
Subtotal		\$293,425
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)		
Item	Description of Item	Total CDEC
	No costs shall be reimbursed by CDEC for this category	
Subtotal Items removed from MTDC		\$0
Subtotal for Service Coordination Supplies & Operating		\$293,425
Direct Services		
Office Supplies	allocated based on # FTE and supply usage. Supplies include pens, paper, toner/ink and any other commonly purchased office supplies	\$1,000
Cellphones	Monthly charges for Purchasing and Contract Specialist	\$462
Employee Incentives	Incentives for Employee Rewards and Retention	\$100
Insurance	Liability insurance for EI program allocated by FTE	\$700
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.	\$3,000
Professional Development	est \$200 per Service Coordinator * service coordinators and supervisors Early childhood or Professional Development Trainings. * Any out of state travel costs must be pre-approved by CDEC; memberships providing access to trainings and symposiums	\$500
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).	\$6,000
Management & General	Overall Management for the organization or 12% of expenses. M&G includes but not limited to: HR (payroll process, hiring and onboarding of service coordinators and translators), Finance (accounts payable processing of employee expenses etc.), Public Relations (promotes and highlights all programs supported through Foothills Gateway including Early Intervention); Executive Management (front desk staff and Executive staff who support and promotes all programs, including Early Intervention).	\$17,511
Subtotal		\$29,273
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)		
Item	Description of Item	Total CDEC
	No costs shall be reimbursed by CDEC for this category	
Subtotal Items removed from MTDC		\$0
Subtotal for Direct Services Supplies & Operating		\$29,273
Intake and Referral		
Subtotal		\$0
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)		
Item	Description of Item	Total CDEC
	No costs shall be reimbursed by CDEC for this category	
Subtotal Items removed from MTDC		\$0
Subtotal for Intake and Referral Supplies & Operating		\$0
Total Supplies & Operating		\$348,531
Total Direct Costs Funding Summary		
TOTAL DIRECT COSTS		\$1,925,153
Revenue Offset - Targeted Case Management (TCM)		\$410,000
Revenue Offset - Early Intervention Services Trust (EIST)		\$74,000
Revenue Offset - Public Insurance		\$0
Revenue Offset - Other Funding Sources		\$0
Total CDEC Funding (EI)		\$1,441,153

Modified Total Direct Costs Funding Summary			
		MODIFIED TOTAL DIRECT COSTS (MTDC)	\$1,925,153
		Revenue Offset - Targeted Case Management (TCM)	\$410,000
		Revenue Offset - Early Intervention Services Trust (EIST)	\$74,000
		Revenue Offset - Public Insurance	\$0
		Revenue Offset - Other Funding Sources	\$0
		Total CDEC Funding (EI)	\$1,441,153
Indirect Costs			SFY 2025
			Total CDEC Funding (EI)
Indirect Rate		No costs in this category shall be reimbursed by CDEC - Vendor elected to Direct Charge	\$0
			Total Indirect
			\$0
Total Contract Funding Summary			
		TOTAL	\$1,925,153
		Revenue Offset - Targeted Case Management (TCM)	\$410,000
		Revenue Offset - Early Intervention Services Trust (EIST)	\$74,000
		Revenue Offset - Public Insurance	\$0
		Revenue Offset - Other Funding Sources	\$0
		Total CDEC Funding (EI)	\$1,441,153

*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



COLORADO
Department of Early Childhood

Exhibit C

CDEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

- F. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- G. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- H. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor. This provision does not allow for a reduction in the rate of pay.

5. PARTICIPATION

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

6. SUPPLANTING

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

7. BUDGET CHANGES

Contractor may request in writing adjustments to the direct costs in the current year budget (**EXHIBIT B**) not to exceed 10% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 10%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.

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

**Exhibit C****8. TRAVEL**

Travel costs must be listed in Exhibit B – Budget under travel including airfare, hotel, mileage and per diem costs.

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

9. 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.

10. 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>.

11. 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.

12. CYBER/NETWORK SECURITY AND PRIVACY LIABILITY

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.

13. GIFT CARDS

- A. To comply with federal guidelines, purchasing gift cards with funds from CDEC contract funds is not allowed. Please see citations [45CFR75.406](#) and [45CFR75.302.A](#) for more information.

14. SAM.GOV REQUIREMENT FOR STATE FUNDED CONTRACTS

- A. Individuals who are excluded from participation in federal health care programs are also prohibited from participating in federal government procurement and non-procurement programs according to title 2 of the Code of Federal Regulations ([CFR](#)) [§ 376.147](#) and [42 CFR part 1001](#), which clarifies that this applies to individuals and entities.
- B. Any individual or entity excluded from participation in Medicare, Medicaid, and other Federal health care programs under Title XI of the Social Security Act, [42 U.S.C. 1320a-7](#), [1320a-7a](#), [1320c-5](#), or [1395ccc](#), and implementing regulation at [42 CFR part 1001](#), will be subject to the prohibitions against participating in covered transactions, as set forth in this part and part 180, and is prohibited from participating in all Federal Government procurement programs and non-procurement programs.
- C. Contractor shall have a formal written policy regarding SAM.gov checks for all staff upon hiring and not less than annually including procedures for maintaining records of the evidence of this check.



HIPAA BUSINESS ASSOCIATE AGREEMENT

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

1. PURPOSE

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

2. DEFINITIONS

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

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

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

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



3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

- i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.
- ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
- iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
 - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
 - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
- iv. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

c. Impermissible Uses and Disclosures.

- i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
- ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

d. Business Associate's Subcontractors.

- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
- ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.



- iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.
- f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.
 - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
 - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.
 - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
 - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
 - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.



k. Audit, Inspection and Enforcement.

- i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

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

m. Safeguard During Transmission.

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

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

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.



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



- ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

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

5. TERMINATION

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



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

6. INJUNCTIVE RELIEF

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

7. LIMITATION OF LIABILITY

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

8. DISCLAIMER

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

9. CERTIFICATION

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

10. AMENDMENT

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



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

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

12. INTERPRETATION AND ORDER OF PRECEDENCE

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

13. SURVIVAL

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



APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract. Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

1. PURPOSE

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

2. ADDITIONAL TERMS

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

PII CERTIFICATION

STATE OF COLORADO THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of Foothills Gateway, Inc. (legal name of entity / organization) (the “Organization”), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

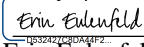
Signature:  _____
Printed Name: Erin Eulenfeld _____
Title: CEO _____
Date: 6/28/2024 _____



Exhibit F

The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Early Childhood Dr. Lisa Roy, Ed.D., Executive Director</p> <hr style="width: 80%; margin: 20px auto;"/> <p>By: Stephanie Beasley, Deputy Executive Director Mary Alice Cohen, Chief Program Director, Office of Program Delivery</p> <p style="margin-top: 20px;">Date: _____</p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Laura Curnow, CDEC Controller</p> <p style="margin-top: 20px;">Option Effective Date: _____</p>
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