

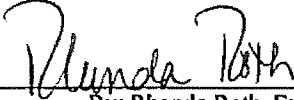
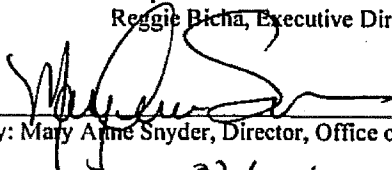
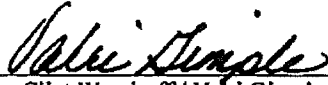
CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency State of Colorado for the use & benefit of the Department of Human Services Office of Early Childhood 1575 Sherman Street, 1 st Floor Denver, CO 80203	Original Contract Number 17 IHIA 89195
Contractor Eastern Colorado Services for the Developmentally Disabled, Inc. PO BOX 1682 Sterling, CO 80751	Amendment Contract Number 17 IHIA 96842
Current Contract Maximum Amount Initial Term State Fiscal Year 2017 \$553,270 Extension Terms State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$553,270	Contract Performance Beginning Date The later of the Effective Date or July 1, 2016 Current Contract Expiration Date June 30, 2017

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p style="text-align: center;">CONTRACTOR</p> <p style="text-align: center;">Eastern Colorado Services for the Developmentally Disabled, Inc.</p> <div style="text-align: center;">  _____ By: Rhonda Roth, Executive Director Date: <u>2-2-2017</u> </div>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">John W. Hickenlooper, Governor Department of Human Services Reggie Bicha, Executive Director</p> <div style="text-align: center;">  _____ By: Mary Anne Snyder, Director, Office of Early Childhood Date: <u>02/16/17</u> </div>
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <div style="text-align: center;"> By:  _____ Clint Woodruff / Valri Gimple </div> <p style="text-align: center;">Amendment Effective Date: <u>3/17/2017</u></p>	

1. **PARTIES**

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

2. **TERMINOLOGY**

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

3. **AMENDMENT EFFECTIVE DATE AND TERM**

A. Amendment Effective Date

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

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or **January 1, 2017** and shall terminate on the termination of the Contract.

4. **PURPOSE**

Provide early intervention services to eligible infants, toddlers, and their families, which are provided in accordance with Section 27-10.5-701, C.R.S. and Rules and Regulations 12 CCR 2509-10, Sections 7.900-7.994, as currently exist or may hereafter be promulgated or amended, and federal regulations, 34 C.F.R., Part 303, Early Intervention Program for Infants and Toddlers with Disabilities. This amendment increases the contract total for FY17 by \$4,472, updates Exhibits B, F and H and adds Exhibit I.

5. **MODIFICATIONS**

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

A. The "*Contract Price Not to Exceed*" and the "*Maximum Amount Available Per Fiscal Year*" of \$548,798 is increased by \$4,472 for a new "*Contract Price Not to Exceed*" and the "*Maximum Amount Available Per Fiscal Year*" amount of \$553,270. The Contract Maximum Amount table on the Contract's Signature and Cover Page of this Amendment is hereby added to the Contract.

B. **Exhibit B – Budget Allocation Spreadsheet**

Exhibit B – Amendment #1, which is attached and incorporated into this Amendment, replaces **Exhibit B**.

C. **Exhibit F – Budget**

Exhibit F – Amendment #1, which is attached and incorporated into this Amendment, replaces **Exhibit F**.

D. Exhibit H – Supplemental Provisions for Federal Awards

Exhibit H – Amendment #1, which is attached and incorporated into this Amendment, replaces Exhibit H.

E. Exhibit I – Additional Provisions

Exhibit I, which is attached and incorporated into this Amendment, is added to the Contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

	A	B	C	D	E	F	G	H	I	J	M	N	O
	Report Period Update												
	Historical Average Monthly Enrollment							FY 15-16 Average Monthly Enrollments (AME) Projections					
1	Report Period Update												
2	7/1/14 - 6/30/15	Source:	Report Period:							4			
3		CCMSWeb											
4	CCB Name	Actual AME FY14-15	Actual AME FY15-16	Actual AME FY15-16	Average of FY 12, 13, FY13-14, and FY14-15	FY15-16 Early Intervention Allocated Enrollments	FY15-17 (TD) Actual AME 12/31/16-8/31/17	Revised AME Base (The Height of the	Average Percent of Change Since FY10-12	FY15-17 Projected AME Based on Average % of	FY16-17 Projected AME Adjusted***	COB Percent of Total Adjusted AME	
5	Formulas				=ROUND((B6+C6+D6)/3,0)			=IF(G6<E6, B6/G6, D6)	2	=ROUND((G6*J6)+C6,0)	=IF(I6<H6, H6, J6)	=M6/\$MS25	
6	BLUE PEAKS	57	55	65	59	57	64	64	3.07%	66	66	0.82%	
7	COLORADO BLUESKY	162	182	173	172	201	174	174	1.85%	177	177	2.19%	
8	COMMUNITY CONNECTIONS	56	60	74	63	68	78	78	9.82%	86	86	1.06%	
9	COMMUNITY OPTIONS	68	62	69	66	94	73	73	1.84%	74	74	0.91%	
10	ODC/IMAGINE!	518	550	602	557	571	609	609	4.39%	636	636	7.86%	
11	DEV. DISAB. RES. CTR	580	658	773	670	696	782	782	8.71%	850	850	10.50%	
12	DEV. OPP/STARPOINT	68	62	74	68	68	77	77	3.31%	80	80	0.99%	
13	DEV. PATHWAYS	1,626	1,784	1,892	1,767	1,912	1,900	1,900	4.21%	1,980	1,980	24.47%	
14	EASTERN	100	107	106	104	113	111	111	2.75%	114	114	1.41%	
15	ENVISION	342	367	373	361	397	383	383	3.00%	394	394	4.87%	
16	FOOTHILLS-GATEWAY	357	375	402	378	410	412	412	3.85%	428	428	5.29%	
17	HORIZONS	56	71	82	70	80	84	84	12.50%	95	95	1.17%	
18	INSPIRATION FIELD	23	28	34	28	30	32	32	9.78%	35	35	0.43%	
19	MOUNTAIN VALLEY	161	162	172	165	166	171	171	1.55%	174	174	2.15%	
20	NORTH METRO	734	751	673	719	838	688	719	-1.57%	677	719	8.89%	
21	RMHS	1,112	1,123	1,088	1,108	1,141	1,090	1,108	-0.49%	1,085	1,108	13.69%	
22	SOUTHEASTERN	11	15	25	17	20	24	24	29.55%	31	31	0.38%	
23	SOUTHERN CO DRY SERV	7	11	9	9	13	10	10	10.71%	11	11	0.14%	
24	STRIVE	124	118	105	116	122	107	116	-3.43%	103	116	1.43%	
25	TRE	723	802	860	795	838	873	873	5.19%	918	918	11.34%	
26	TOTAL	6,888	7,343	7,650	7,292	7,838	7,743	7,800		8,014	8,092	4.52%	

	A	P	Q	R	S	T	U	V	W	Y
	Report Period Update					Insurance Trust Fund				
1										
2	7/1/14 - 6/30/15	Source:			Report Period:	DDWeb Actual	Average Monthly Trust Paid	7/1/14 - 6/30/15	Report Period:	Insurance Trust Fund Service Coordination Rate Per Enrollment
3		MMIS Actual			95.00%			Percent of Actual		\$ 1,355.00
4	CCB Name	Actual Medicaid Enrolled AME 7/1/16 - 6/30/16	State Percentage of Medicaid Actual	Percent of Actual Medicaid Enrolled AME to FY 16-17	Projected Minimum TCM PBM			Average Monthly Trust Paid	FY 16-17 Projected Trust AME	
5	Formulas			=P6/M6	=ROUND(\$53* P6,0)					
6	BLUE PEAKS	43	1%	65.15%	41		2	=U6/M6	=97% of U6	2
7	COLORADO BLUESKY	117	4%	66.10%	111		5	2.82%		5
8	COMMUNITY CONNECTIONS	37	1%	43.02%	35		5	5.81%		5
9	COMMUNITY OPTIONS	42	1%	56.76%	40		5	6.76%		5
10	DDC/IMAGINEI	207	7%	32.55%	197		97	15.25%		94
11	DEV. DISAB. RES. CTR	262	8%	30.82%	249		122	14.35%		118
12	DEV. OPP/STARPOINT	44	1%	55.00%	42		4	5.00%		4
13	DEV. PATHWAYS	686	22%	34.65%	652		138	6.97%		134
14	EASTERN	51	2%	44.74%	48		5	4.39%		5
15	ENVISION	172	5%	43.65%	163		37	9.39%		36
16	FOOTHILLS-GATEWAY	171	5%	39.95%	162		31	7.24%		30
17	HORIZONS	32	1%	33.68%	30		13	13.68%		13
18	INSPIRATION FIELD	24	1%	68.57%	23		0	0.00%		-
19	MOUNTAIN VALLEY	63	2%	36.21%	60		11	6.32%		11
20	NORTH METRO	368	12%	51.18%	350		60	8.34%		58
21	RMHS	431	14%	38.90%	409		107	9.66%		104
22	SOUTHEASTERN	19	1%	61.29%	18		0	0.00%		-
23	SOUTHERN CO DEV SERV	6	0%	54.55%	6		2	18.18%		2
24	STRIVE	64	2%	55.17%	61		9	7.76%		9
25	TRE	340	11%	37.04%	323		45	4.90%		44
26	TOTAL	9,079			8,020		698			677

A	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ
Service Coordination											
1	Report Period Update										
2	7/1/14 - 6/30/15		Maximum # enrollment that can be reimbursed through State General Fund	3,263		104					
3		443	Service Coordination Rate Per Enrollment		\$ 1,355.00	\$ 4,421,652.00	\$ 140,952.00		\$ 600,000.00	\$ 5,162,604.00	
4	CCB Name		Projected AME Less Projected TCM and Trusts Paid	Projected State General Fund AME	Projected Federal Part C Funds AME	State General Fund Allocation	Federal Part C Funds Allocation	Projected Part C FY15-16 Carry Forward Funds AME	Federal Part C Funds FY15-16 Carry Forward	Total Revised Service Coordination Allocation	
5	Formulas	=MG	=MG-SG-WG	=ROUND(\$ AC\$2*AB6, 0)	=ROUND(\$AD\$2*AB6, 0)	=AD\$3*AC5	=AD\$3*AD6	=ROUND(\$E\$3*AB6, 0)		=AE6+AF6+AH6	
6	BLUE PEAKS	66	23	17	1	\$ 23,035.00	\$ 1,355.00	2	\$ 2,710.00	\$ 27,100.00	
7	COLORADO BLUESKY	177	61	52	1	\$ 70,460.00	\$ 1,355.00	11	\$ 14,905.00	\$ 86,720.00	
8	COMMUNITY CONNECTIONS	86	46	34	1	\$ 46,070.00	\$ 1,355.00	5	\$ 6,775.00	\$ 54,200.00	
9	COMMUNITY OPTIONS	74	29	41	1	\$ 55,555.00	\$ 1,355.00	3	\$ 4,065.00	\$ 60,975.00	
10	DDC/IMAGINE!	636	345	254	8	\$ 344,170.00	\$ 10,840.00	95	\$ 47,425.00	\$ 402,435.00	
11	DEV. DISAB. RES. CTR	850	483	321	11	\$ 434,955.00	\$ 14,905.00	46	\$ 62,330.00	\$ 512,190.00	
12	DEV. OPP/STARPOINT	80	34	25	1	\$ 33,875.00	\$ 1,355.00	3	\$ 4,065.00	\$ 39,295.00	
13	DEV. PATHWAYS	1,980	1,194	887	28	\$ 1,201,456.00	\$ 37,940.00	138	\$ 159,890.00	\$ 1,399,286.00	
14	EASTERN	114	61	45	1	\$ 60,975.00	\$ 1,355.00	9	\$ 12,195.00	\$ 74,525.00	
15	ENVISION	394	195	145	5	\$ 196,475.00	\$ 6,775.00	20	\$ 27,100.00	\$ 230,350.00	
16	FOOTHILLS-GATEWAY	428	236	175	6	\$ 237,125.00	\$ 8,130.00	21	\$ 28,495.00	\$ 273,710.00	
17	HORIZONS	95	52	39	1	\$ 52,845.00	\$ 1,355.00	5	\$ 6,775.00	\$ 60,975.00	
18	INSPIRATION FIELD	35	12	9	0	\$ 12,195.00	\$ -	1	\$ 3,955.00	\$ 13,550.00	
19	MOUNTAIN VALLEY	174	103	77	2	\$ 104,335.00	\$ 2,710.00	10	\$ 13,950.00	\$ 120,595.00	
20	NORTH METRO	719	311	242	7	\$ 327,910.00	\$ 9,485.00	59	\$ 79,945.00	\$ 417,340.00	
21	RMHS	1,108	595	437	14	\$ 592,135.00	\$ 18,970.00	31	\$ 42,005.00	\$ 653,110.00	
22	SOUTHEASTERN	31	13	12	2	\$ 16,260.00	\$ 2,710.00	1	\$ 1,955.00	\$ 20,325.00	
23	SOUTHERN CO DEV SERV	11	3	7	0	\$ 9,485.00	\$ -	1	\$ 1,955.00	\$ 10,840.00	
24	STRIVE	116	46	35	1	\$ 47,425.00	\$ 1,355.00	6	\$ 8,130.00	\$ 56,910.00	
25	TRE	918	551	409	13	\$ 554,195.00	\$ 17,615.00	56	\$ 75,880.00	\$ 647,690.00	
26	TOTAL	8,092	4,395	3,263	104	\$ 4,421,652.00	\$ 140,952.00	443	\$ 600,000.00	\$ 5,162,604.00	

	A	AK	AL	AN	AO	AF
	Report Period Update	Referred, Evaluated, Not Eligible (RENE)		Unreimbursed Costs		
	Report Period: 7/1/14 - 6/30/15	Report Period: 7/1/2014 - 6/30/15	Rate Per RENE	Report Period: 7/1/2014 - 6/30/15	Rate	
1						
2						
3						
4	CCBIName	Actual FY 2014-15 Total Number Referred, Evaluated,	Federal FY2016-17 Participating	85% of Actual FY 2014-15 Referred, minus RENE and Eligible	Federal FY2016-17 Participating	
5	Formulas		=AKG*AL3		=ANG*AO3	
6	BLUE PEAKS	24	\$ 4,493.00	69	\$ 12,917.00	
7	COLORADO BLUESKY	45	\$ 8,424.00	69	\$ 12,917.00	
8	COMMUNITY CONNECTIONS	18	\$ 3,370.00	50	\$ 9,360.00	
9	COMMUNITY OPTIONS	4	\$ 749.00	50	\$ 9,360.00	
10	ODC/IMAGINE!	101	\$ 18,907.00	154	\$ 28,829.00	
11	DEV. DISAB. RES. CTR	187	\$ 35,006.00	265	\$ 49,608.00	
12	DEV. OPP/STARPOINT	16	\$ 2,995.00	18	\$ 3,370.00	
13	DEV. PATHWAYS	420	\$ 78,624.00	679	\$ 127,109.00	
14	EASTERN	28	\$ 5,242.00	129	\$ 24,149.00	
15	ENVISION	78	\$ 14,602.00	231	\$ 43,243.00	
16	FOOTHILLS-GATEWAY	85	\$ 15,912.00	183	\$ 34,258.00	
17	HORIZONS	5	\$ 936.00	32	\$ 5,990.00	
18	INSPIRATION FIELD	11	\$ 2,059.00	15	\$ 2,808.00	
19	MOUNTAIN VALLEY	27	\$ 5,054.00	64	\$ 11,981.00	
20	NORTH METRO	310	\$ 20,592.00	646	\$ 120,991.00	
21	RMHS	283	\$ 52,978.00	779	\$ 145,829.00	
22	SOUTHEASTERN	1	\$ 187.00	9	\$ 1,685.00	
23	SOUTHERN CO DEV SERV	6	\$ 1,123.00	6	\$ 1,123.00	
24	STRIVE	29	\$ 5,429.00	80	\$ 14,976.00	
25	TRE	162	\$ 30,376.00	377	\$ 70,574.00	
26	TOTAL	2,194	\$ 807,088.00	9,905	\$ 731,067	

	A	AQ	AR	AS	AT	AU	AV	AW	AX	AY	AZ	BA
	Report Period Update		Projected Percent AME Medicaid State Plan	Projected Minimum Average Monthly Trustee Paid	enrollment that can be reimbursed through State General Fund	Percent of Total Projected State General Fund and AME	State General Fund Projected AME	Federal Part C Projected AME	FY 2016-17 State General Fund	FY 2016-17 Federal Part C Funds	Direct Services Total Funds	
1			52.00%				\$ 4,426.00		\$18,936,304.00	\$3,247,063.00	\$22,183,367.00	
2	7/1/14 - 6/30/15											
3												
4	CCB Name	Actual Medicaid Enrolled AMB 7/1/16 - 8/31/16	Projected Minimum Average Monthly Medicaid	Projected Minimum Average Monthly Trustee Paid	FY 2016-17 Projected AME Less Medicaid and Trust Fund Paid	Percent of Total Projected State General Fund and AME	State General Fund Projected AME	Federal Part C Projected AME	State General Fund Allocation	Federal Part C Funds Allocation*	Total Revised State General Fund and Federal Part C Funds Direct Services	
5	Formulas	=PE	=ROUND(AQ6 * \$AR\$3,0)	=W6	=ROUND(M6-AR6-AS6,0)	=AT6/\$AT5	=AV2*AU6	=AW2*AU6	=AV6*\$AV\$3	=AV53*AW6	=AX6+AY6	
6	BLUE PEAKS	43	22	2	33	0.58%	25	4	\$123,928.00	\$22,130.00	\$ 146,058.00	
7	COLORADO BLUESKY	117	61	5	111	1.97%	84	14	\$451,452.00	\$75,824.00	\$ 527,276.00	
8	COMMUNITY CONNECTIONS	37	19	5	45	0.80%	34	6	\$172,614.00	\$26,556.00	\$ 199,170.00	
9	COMMUNITY OPTIONS	42	22	5	47	0.83%	36	6	\$230,152.00	\$39,834.00	\$ 269,986.00	
10	DDC/IMAGINEI	207	108	94	358	6.34%	271	47	\$1,358,782.00	\$233,065.00	\$ 1,591,847.00	
11	DEV. DISAB. RES. CTR	262	136	118	596	10.56%	452	78	\$1,531,396.00	\$258,689.00	\$ 1,790,085.00	
12	DEV. OPP/STARPOINT	44	23	4	40	0.71%	30	5	\$150,484.00	\$26,556.00	\$ 177,040.00	
13	DEV. PATHWAYS	686	357	134	1,489	26.39%	1,129	194	\$4,917,286.00	\$844,440.00	\$ 5,761,726.00	
14	EASTERN	51	27	5	82	1.45%	62	11	\$300,968.00	\$61,964.00	\$ 362,932.00	
15	ENVISION	172	89	36	269	4.77%	204	35	\$960,442.00	\$159,918.00	\$ 1,120,360.00	
16	FOOTHILLS-GATEWAY	171	89	30	309	5.48%	234	40	\$991,424.00	\$182,752.00	\$ 1,174,176.00	
17	HORIZONS	32	17	13	65	1.15%	49	8	\$199,170.00	\$39,834.00	\$ 239,004.00	
18	INSPIRATION FIELD	24	12	0	23	0.41%	17	3	\$66,390.00	\$17,704.00	\$ 84,094.00	
19	MOUNTAIN VALLEY	63	33	11	130	2.30%	99	17	\$385,062.00	\$66,390.00	\$ 451,452.00	
20	NORTH METRO	368	191	58	470	8.33%	356	61	\$1,951,866.00	\$328,689.00	\$ 2,280,555.00	
21	RMHS	431	224	104	780	13.82%	591	101	\$2,444,372.00	\$407,192.00	\$ 2,851,564.00	
22	SOUTHEASTERN	19	10	0	17	0.30%	13	2	\$66,390.00	\$13,278.00	\$ 79,668.00	
23	SOUTHERN CO DEV SERV	6	3	2	10	0.18%	8	1	\$44,426.00	\$4,426.00	\$ 48,852.00	
24	STRIVE	64	33	9	72	1.28%	56	10	\$274,412.00	\$44,260.00	\$ 318,672.00	
25	TRE	340	177	44	697	12.35%	528	91	\$2,314,798.00	\$391,469.00	\$ 2,706,267.00	
26	TOTAL	3,179	1,654	677	5,643	1	4,278	794	\$18,936,304.00	\$3,247,063.00	\$22,183,367.00	

	A	BB	BD	BE	BG	BH	BI
1	Report Period Update	Operating		\$906.00		Go4it Funds	
2	7/1/14 - 6/30/15	FY 2016-17 State General Fund	FY 2016-17 Federal Part C Funds	Total Operating			
3		\$1,491,720.18	\$791,877.00	\$2,283,597.18		\$4,999 each	
4	CCB Name	State General Fund Allocation	FY 2016-17 Federal Part G Funds Allocation	Total (Revised) State General Fund and Federal Part G Funds Operating		Federal Part C Funds	
5	Formulas	=883*AU6	=880\$3*AU5	=886+8D6			
6	BLUE PEAKS	\$ 9,857.00	\$ 5,454.00	\$ 15,311.00	\$	\$ 4,999.00	
7	COLORADO BLUESKY	\$ 35,546.00	\$ 22,319.00	\$ 57,865.00	\$	\$ 4,999.00	
8	COMMUNITY CONNECTIONS	\$ 13,442.00	\$ 7,135.00	\$ 20,577.00	\$	\$ 4,999.00	
9	COMMUNITY OPTIONS	\$ 18,221.00	\$ 9,673.00	\$ 27,894.00	\$		
10	DDC/IMAGINE!	\$ 106,935.00	\$ 56,767.00	\$ 163,702.00	\$		
11	DEV. DISAB. RES. CTR	\$ 120,975.00	\$ 64,219.00	\$ 185,194.00	\$		
12	DEV. OPP/STARPOINT	\$ 11,948.00	\$ 8,390.00	\$ 20,338.00	\$	\$ 4,999.00	
13	DEV. PATHWAYS	\$ 388,313.00	\$ 206,135.00	\$ 594,448.00	\$		
14	EASTERN	\$ 23,597.00	\$ 12,527.00	\$ 36,124.00	\$		
15	ENVISION	\$ 75,572.00	\$ 40,117.00	\$ 115,689.00	\$	\$ 4,999.00	
16	FOOTHILLS-GATEWAY	\$ 78,260.00	\$ 41,544.00	\$ 119,804.00	\$		
17	HORIZONS	\$ 15,533.00	\$ 8,245.00	\$ 23,778.00	\$		
18	INSPIRATION FIELD	\$ 5,078.00	\$ 3,196.00	\$ 8,274.00	\$		
19	MOUNTAIN VALLEY	\$ 30,169.00	\$ 16,015.00	\$ 46,184.00	\$		
20	NORTH METRO	\$ 153,832.00	\$ 81,661.00	\$ 235,493.00	\$		
21	RMHS	\$ 192,364.00	\$ 103,964.00	\$ 296,328.00	\$	\$ 4,999.00	
22	SOUTHEASTERN	\$ 5,078.00	\$ 2,696.00	\$ 7,774.00	\$		
23	SOUTHERN CO DEV SERV	\$ 2,987.00	\$ 1,586.00	\$ 4,573.00	\$		
24	STRIVE	\$ 21,507.00	\$ 11,717.00	\$ 33,224.00	\$		
25	TRE	\$ 182,507.00	\$ 96,884.00	\$ 279,391.00	\$	\$ 4,999.00	
26	TOTAL	\$1,491,720.18	\$800,244	\$2,291,965		\$4,999	

FY 2016-17 Budget Allocation REVISED

A	BJ	BK	BL	BM	BN	BO	BP	BQ	BR
Report Period Update	Total State Direct	10% of Total State Direct	Total Part G Direct	10% of Total Part G Direct	Total Part C Carry Forward Direct	10% of Total Part C Carry Forward Direct	Total Direct	10% of Total Direct	
1									
2									
3									
4									
5									
6	\$ 156,820.00	\$ 15,682.00	\$ 51,348.00	\$ 5,135.00	\$ 2,710.00	\$ 271.00	\$ 210,878.00	\$ 21,088.00	
7	\$ 557,458.00	\$ 55,746.00	\$ 125,838.00	\$ 12,584.00	\$ 14,905.00	\$ 1,491.00	\$ 698,201.00	\$ 69,820.00	
8	\$ 232,126.00	\$ 23,213.00	\$ 52,775.00	\$ 5,278.00	\$ 6,775.00	\$ 678.00	\$ 291,676.00	\$ 29,168.00	
9	\$ 303,928.00	\$ 30,393.00	\$ 60,971.00	\$ 6,097.00	\$ 4,065.00	\$ 407.00	\$ 368,964.00	\$ 36,896.00	
10	\$ 1,809,887.00	\$ 180,989.00	\$ 348,408.00	\$ 34,841.00	\$ 47,425.00	\$ 4,743.00	\$ 2,205,720.00	\$ 220,572.00	
11	\$ 2,087,326.00	\$ 208,733.00	\$ 422,427.00	\$ 42,243.00	\$ 62,330.00	\$ 6,233.00	\$ 2,572,083.00	\$ 257,208.00	
12	\$ 196,307.00	\$ 19,631.00	\$ 47,665.00	\$ 4,767.00	\$ 4,065.00	\$ 407.00	\$ 248,037.00	\$ 24,804.00	
13	\$ 650,055.00	\$ 65,006.00	\$ 1,294,248.00	\$ 129,425.00	\$ 159,890.00	\$ 15,989.00	\$ 796,193.00	\$ 79,619.00	
14	\$ 385,540.00	\$ 38,554.00	\$ 105,237.00	\$ 10,524.00	\$ 12,195.00	\$ 1,220.00	\$ 502,972.00	\$ 50,297.00	
15	\$ 1,232,489.00	\$ 123,249.00	\$ 269,654.00	\$ 26,965.00	\$ 27,100.00	\$ 2,710.00	\$ 1,529,243.00	\$ 152,924.00	
16	\$ 1,306,809.00	\$ 130,681.00	\$ 282,596.00	\$ 28,260.00	\$ 28,455.00	\$ 2,846.00	\$ 1,617,860.00	\$ 161,786.00	
17	\$ 267,548.00	\$ 26,755.00	\$ 56,360.00	\$ 5,636.00	\$ 6,775.00	\$ 678.00	\$ 330,683.00	\$ 33,068.00	
18	\$ 83,663.00	\$ 8,366.00	\$ 25,767.00	\$ 2,577.00	\$ 1,355.00	\$ 135.00	\$ 110,785.00	\$ 11,079.00	
19	\$ 519,566.00	\$ 51,957.00	\$ 102,150.00	\$ 10,215.00	\$ 13,550.00	\$ 1,355.00	\$ 635,266.00	\$ 63,527.00	
20	\$ 2,433,608.00	\$ 243,361.00	\$ 561,358.00	\$ 56,136.00	\$ 79,945.00	\$ 7,995.00	\$ 3,074,911.00	\$ 307,491.00	
21	\$ 3,228,871.00	\$ 322,887.00	\$ 733,932.00	\$ 73,393.00	\$ 42,005.00	\$ 4,201.00	\$ 4,004,808.00	\$ 400,481.00	
22	\$ 87,728.00	\$ 8,773.00	\$ 20,556.00	\$ 2,056.00	\$ 1,355.00	\$ 136.00	\$ 109,639.00	\$ 10,964.00	
23	\$ 56,732.00	\$ 5,673.00	\$ 8,258.00	\$ 826.00	\$ 1,355.00	\$ 136.00	\$ 66,345.00	\$ 6,635.00	
24	\$ 343,344.00	\$ 34,334.00	\$ 77,737.00	\$ 7,774.00	\$ 8,130.00	\$ 813.00	\$ 429,211.00	\$ 42,921.00	
25	\$ 3,051,500.00	\$ 305,150.00	\$ 611,867.00	\$ 61,187.00	\$ 75,880.00	\$ 7,588.00	\$ 3,739,247.00	\$ 373,925.00	
26	TOTAL	2,444,505	5,259,152	525,919	600,265	60,033	8,070,772	807,077	

FY 2016-17 Budget Allocation REVISED

Exhibit B - Amendment #1

A	BS	BU	BV
Report Period Update	Total FY 16-17 Revised Early Intervention Allocation	Comparisons of Original FY16-17 Allocation to FY16-17 Revised Allocation	
1			
2	7/1/14 - 6/30/15		
3			
4	GGB Name	FY 16-17 Original Allocation	Difference of FY 16-17 Original Allocation to FY 16-17 Revised Allocation (Increase/Decrease)
5	Formulas		=BF6-BH6
6	BLUE PEAKS	\$225,504.00	\$6,462.00
7	COLORADO BLUESKY	\$767,521.00	\$500.00
8	COMMUNITY CONNECTIONS	\$306,930.00	\$13,914.00
9	COMMUNITY OPTIONS	\$404,370.00	\$1,490.00
10	DDC/IMAGINE!	\$2,335,371.00	\$90,921.00
11	DEV. DISAB. RES. CTR	\$2,829,291.00	\$129,673.00
12	DEV. OPP/STARPOINT	\$272,841.00	\$10,934.00
13	DEV. PATHWAYS	\$8,757,312.00	\$93,901.00
14	EASTERN	\$553,269.00	\$4,471.00
15	ENVISION	\$1,682,167.00	\$21,894.00
16	FOOTHILLS-GATEWAY	\$1,779,646.00	\$44,715.00
17	HORIZONS	\$363,751.00	\$7,452.00
18	INSPIRATION FIELD	\$121,864.00	\$2,982.00
19	MOUNTAIN VALLEY	\$698,793.00	\$46,206.00
20	NORTH METRO	\$3,382,402.00	\$0.00
21	RMHS	\$4,405,289.00	\$173,398.00
22	SOUTHEASTERN	\$120,603.00	\$0.00
23	SOUTHERN CO DEV SERV	\$72,979.00	\$1.00
24	STRIVE	\$472,132.00	\$0.00
25	TRE	\$4,113,172.00	\$19,877.00
26	TOTAL	\$39,099,794.00	\$689,792.00



COLORADO
Office of Early Childhood
Department of Human Services

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

Contractor Name	Eastern Colorado Services for the Developmentally Disabled
Budget Period	July 1, 2016-June 30, 2017
Project Name	Early Intervention

Program Contact Name, Title, Phone and Email	Rhonda Roth, CEO rhonda@ecsdd.org 970-522-7121
Fiscal Contact Name, Title, Phone and Email	Traci Shrader, CFO traci@ecsdd.org 970-522-7121

Expenditure Categories	
State General Funds Service Coordination	FY 2017
Description of Work	Funding Amount
Paid as fixed price at rate of 1/12 per month. Provide Service Coordination activities including working with families from initial referral through evaluation; to ensure the IFSP is completed; help navigate the system for early intervention services for the duration of the open case file; specific details for service coordination can be found in Exhibits A and B.	\$60,975
State General Fund - Direct Services	FY 2017
Description of Work	Funding Amount
Paid as fee for service. The Early Intervention Program shall design services to meet the developmental needs of an eligible infant or toddler and the needs of his or her family related to functional outcomes to enhance the child's development in the domains of adaptive development, cognitive development, communication development, physical development (including vision and hearing), and, social emotional development. Direct Services include, not limited to, speech therapist, occupational therapist, mental health consultation, other disciplines that work directly with the client as defined in Exhibits A and B.	\$300,968
State General Fund - Operations	FY 2017
Description of Work	Funding Amount
Paid as fixed price at rate of 1/12 per month for infrastructure, administration and other services as defined in Exhibits A & B.	\$23,597
State General Fund - Indirect (10%)	FY 2017
Description of Work	Funding Amount
Indirect costs calculated at 10% of total direct costs.	\$38,554
Federal Part C Funds - Direct Services	FY 2017
Description of Work	Funding Amount
Paid as fee for service. The Early Intervention Program shall design services to meet the developmental needs of an eligible infant or toddler and the needs of his or her family related to functional outcomes to enhance the child's development in the domains of adaptive development, cognitive development, communication development, physical development (including vision and hearing), and, social emotional development. Direct Services include, not limited to, speech therapist, occupational therapist, mental health consultation, other disciplines that work directly with the client as defined in Exhibits A and B.	\$61,964
Federal Part C Funds - Operations	FY 2017
Description of Work	Funding Amount
Paid as fixed price at rate of 1/12 per month for infrastructure, administration and other services as defined in Exhibits A & B.	\$12,527
Federal Part C Funds- Indirect (10%)	FY 2017
Description of Work	Funding Amount
Indirect costs calculated at 10% of total direct costs.	\$10,524
Federal Part C Funds Carry Forward - Indirect (10%)	FY 2017
Description of Work	Funding Amount
Indirect costs calculated at 10% of total direct costs.	\$1,220
Federal Part C Funds - Service Coordination	FY 2017
Description of Work	Funding Amount
Paid as fixed price at rate of 1/12 per month. Provide Service Coordination activities including working with families from initial referral through evaluation; to ensure the IFSP is completed; help navigate the system for early intervention services for the duration of the open case file; specific details for service coordination can be found in Exhibits A and B.	\$25,504

Federal Part C Funds Carry Forward - Service Coordination		FY 2017
Description of Work		Funding Amount
Paid as fixed price at rate of 1/12 per month. Provide Service Coordination activities including working with families from initial referral through evaluation; to ensure the IFSP is completed; help navigate the system for early intervention services for the duration of the open case file; specific details for service coordination can be found in Exhibits A and B.		\$12,195
Federal Part C Funds - Referred Evaluated Not Eligible (RENE)		FY 2017
Description of Work		Funding Amount
Paid as fixed price. Reimbursement for costs related to evaluation services for eligibility determination for infants, toddlers or families referred for early intervention services that are determined not eligible.		\$5,242
TOTAL		\$553,270

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

EXHIBIT H - Amendment #1 - Supplemental Provisions for Federal Awards

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

1) Federal Award Identification

- i. Subrecipient: **Eastern Colorado Services for the Developmentally Disabled, Inc.;**
- ii. Subrecipient DUNS number: **099909111;**
- iii. The Federal Award Identification Number (FAIN) is **H181A150097; H181A160097;**
- iv. The Federal award date is **H181A150097 - July 1, 2015; H181A160097 - July 1, 2016;**
- v. The subaward period of performance start date is **July 1, 2016** and end date is **June 30, 2017;**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY17	\$129,176	\$129,176	H181A150097 - \$13,415 H181A160097 - \$115,761

- vii. Federal award project description: **84.181A Infants and Toddlers with Disabilities;**
 - viii. The name of the Federal awarding agency is **United States Department of Education;** the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS); and the contact information for the awarding official is **Mary Martin, Director, Division for Community and Family Support, 1575 Sherman Street, 1st Floor, Denver, CO 80203; maryw.martin@state.co.us; 303-866-5023;**
 - ix. The Catalog of Federal Domestic Assistance (CFDA) number is **84.181A,** name is **Special Education - Grants for Infants and Families with Disabilities,** and dollar amount is **\$129,176;**
 - x. This award is **not** for research & development;
 - xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.
- 2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in the **General Provisions, Exhibit A - Statement of Work for Early Intervention Services and Exhibit I - Additional Provisions.**
- 3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the **General Provisions, Exhibit A - Statement of Work for Early Intervention Services and Exhibit I - Additional Provisions.**
- 4) Subrecipient’s approved indirect cost rate is the de minimis rate of 10 %.
- 5) Subrecipient must permit CDHS and auditors to have access to Subrecipient’s records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and the **General Provisions, Exhibit A - Statement of Work for Early Intervention Services and Exhibit I - Additional Provisions.**

7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than 30 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

8) **Matching Funds**

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

i. Subrecipient is not required to provide matching funds.

ii. Subrecipient shall provide matching funds as stated in n/a. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDHS regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDHS that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.

10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

i. **Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of CDHS. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from CDHS and CDHS approves in advance a program-specific audit.

ii. **Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

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

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

i. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal

opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- ii. 4.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- iii. Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- iv. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- v. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- vi. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform

Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDHS may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

- 13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDHS may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDHS at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
- 15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDHS may terminate the Contract in accordance with the termination provisions in the Contract.
- 16) **Close Out.** Subrecipient shall close out this Contract within 90 days after the End Date. Contract close out entails submission to CDHS by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. CDHS shall withhold 5% of the allowable costs until all final project documentation has been submitted and accepted by State as substantially complete. If the project has not been closed by the Federal awarding agency within 1 year and 90 days after the End Date due to Subrecipient's failure to submit required documentation that CDHS has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
- 17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDHS to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

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 (**EXHIBITS B and F**), of this contract.

- a. The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.
- b. Payment shall be made on a cost reimbursement basis for services rendered. Advances will not be approved except in documented situations of cash flow emergency, for a specified term, with the prior written approval of the State, and in accordance with State fiscal rules and procedures.
- c. 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.
- d. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.

5. OPTION LETTER

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

6. PARTICIPATION

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

7. SUPPLANTING

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

8. BUDGET CHANGES

Changes to the Budget, **EXHIBITS B and F** of this contract, shall be made only with the prior written approval by the State in the form of a budget revision, contract amendment or option letter as applicable. Any changes to the Budget shall not exceed the total amount of the contract as described on page one of the contract.

9. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

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

The State's exclusive rights in such work product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such work product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written approval of the State.