

INTERGOVERNMENTAL CONTRACT AMENDMENT #3

SIGNATURE AND COVER PAGE

<p>State Agency Colorado Department of Human Services Office of Early Childhood Division of Early Care and Learning 1575 Sherman Street, 1st Floor Denver, CO 80203</p>	<p>Original Contract Number 21 IHIA 159843</p>
<p>Contractor Routt County 3001 South Lincoln Avenue, Suite E Steamboat Springs, CO 80487</p>	<p>Amendment Contract Number 22 IHIA 173752</p>
<p>Current Contract Maximum Amount Initial Term State Fiscal Year 2021 \$31,725* *Three General Accounting Encumbrances (GAE) have been appropriated and added to this contract for:</p> <ul style="list-style-type: none"> Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed \$5,506,000 Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed \$511,134 Micro Grant (MG) – the maximum amount payable for MG-GAE is subject to appropriated funds, not to exceed \$424,096 <p>The QI-GAE, EQIT-GAE, and MG-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).</p> <p>Extension Terms State Fiscal Year 2022 \$96,752* *Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for:</p> <ul style="list-style-type: none"> Quality Improvement (QI) GAE in the amount of \$6,283,201 is subject to appropriated funds; and Expanding Quality in Infant Toddler Care (EQIT) GAE in the amount of \$505,000 is subject to appropriated funds. <p>The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).</p> <p>Total for All State Fiscal Years \$128,477*</p>	<p>Contract Performance Beginning Date July 1, 2020</p> <hr/> <p>Current Contract Expiration Date June 30, 2022</p>

Signature Page begins on next page →

Approved as to form
2/16/2022 
Rev. 1/14/19



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 Routt County</p> <p>By: _____ M. Elizabeth Melton, BCC Chair</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director</p> <p>By: _____ Lisa Castiglia, Chief Finance Officer/Director, Division of Operations, Office of Early Childhood</p> <p>Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Andrea Eurich / Janet Miks / Toni Williamson</p> <p>Amendment Effective Date: _____</p>	

1. **PARTIES**

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

2. **TERMINOLOGY**

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

3. **AMENDMENT EFFECTIVE DATE AND TERM**

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. **PURPOSE**

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

5. **MODIFICATIONS**

The Contract and all prior amendments thereto (Original Contract CMS 21 IHIA 159843; Amendment #1 CMS 21 IHIA 164865; Amendment #2 CMS 22 IHIA 167994) are modified as follows:

A. **Increase the Contract Amount for SFY22 by \$65,027 for a new State Fiscal Year 2022 total of \$96,752 and a new Total for All State Fiscal Years of \$128,477.**

The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

B. Exhibit A – Statement of Work

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

C. Exhibit B – Budget

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

D. Exhibit F – Additional Provisions.

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

E. Exhibit G – Supplemental Provisions for Federal Awards

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

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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



STATEMENT OF WORK (SOW)

ROUTT COUNTY
3001 SOUTH LINCOLN AVENUE, SUITE E
STEAMBOAT SPRINGS CO 80487

AS FISCAL AGENT FOR

ROUTT COUNTY'S EARLY CHILDHOOD COUNCIL
FIRST IMPRESSIONS OF ROUTT COUNTY

JULY 1, 2021 – JUNE 30, 2022

INTRODUCTION/BACKGROUND

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

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

Routt County’s Early Childhood Council, First Impressions, is a program under Routt County and was formed in 1997 as the local Early Childhood Council for the Colorado Consolidated Community Child Care Pilot program. First Impressions’ mission is to provide adequate resources and quality programs to promote healthy development and school readiness.

SCOPE OF WORK

This Scope of Work is intended to accomplish the following goals:

1. Develop a comprehensive strategic plan to address needs for early childhood professionals and families in Routt County.
2. Increase usage of the CCCAP allocation by increasing enrollment, and monthly CCCAP spending by enrolling childhood from low-income families into high quality programs.
3. Increase the percentage of communities with high quality early learning programs (Level 3-5 in Colorado Shines five level Quality Rating Improvement System (QRIS) participating with the Colorado Child Care Assistance Program (CCCAP).
4. Increase and maintain engagement in the state’s five level QRIS, Colorado Shines, with at least 65% of programs achieving a Level 2 or higher.
5. Promotion of the Colorado Shines quality rating and improvement system and Colorado Early Learning Guidelines.
6. **Colorado Shines High Quality Programs** - Increase Colorado Shines high quality rated programs to meet the 2022 statewide goal of 34%. High quality is defined as Level 3-5

PERIOD OF PERFORMANCE

July 1, 2021 – June 30, 2022

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



WORK PLAN

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Develop and execute a strategic plan that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents				
Key Activity A: Strategic Plan					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Apply for early childhood funding pursuant to § 26-6.5-104, C.R.S.	March 30th, 2022	Signed contract between FI and State	Signed contract between FI and State	First Impressions Program Leader	Personnel
Collect and analyze data to address Early Childhood in Routt County.	July 1, 2020 through August 31, 2021	Data and needs assessment presented to the First Impressions Council membership and community partners at the October retreat	Completed data and needs assessment.	First Impressions Staff Person, Council Members	Personnel
Update strategic plan.	October 1, 2020 through July 2021	Comprehensive strategic Plan.	Updated, data-informed, strategic plan in accordance with 7.717.5 of EC Council Rules.	Postponed until new staff was hired.	New Program Leader has reviewed goals and priorities for 2021, (including strategic plan development) with Executive Committee and shall determine next steps at March Council meeting
Key Activity B: Accountability and Evaluation					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Establish a local system of accountability to measure local progress based on the needs and goals set for program performance	Completed by October 31, 2021	Compile, complete, and disseminate a comprehensive evaluation report of progress on strategic plan accountability metrics.	Completed Evaluation Report	First Impressions Program Leader and Council Members	Personnel, Supplies
Provide a comprehensive evaluation and report of progress based on strategic plan accountability metrics.	Completed by June 30 th , 2022	Compile, complete, and disseminate a comprehensive evaluation report of progress on strategic plan accountability metrics.	Completed Evaluation Report	First Impressions Program Leader	
To report annually the results of the accountability measurements defined in the strategic plan;	Completed by June 30, 2022	Share report results with FI Council at annual retreat.	Completed Evaluation Report	First Impressions Program Leader	Personnel



Work Plan					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
To actively inform and include small or under-represented early childhood service providers in Early Childhood Council activities and functions.	Completed by: June 30, 2022	Participation by under-represented ECE providers on the FI Council, and/or at Director’s meetings and Family Home Provider meetings.	Tracking of under-represented providers attending and/or participating in FI meetings and committees	First Impressions Program Leader	Personnel
Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Increase the percentage of Routt County families with access to slots for Colorado Child Care Assistance Program subsidies in high quality programs (Level 3-5).				
Key Activity A: Increase participation in CCCAP					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Enroll families in most appropriate tuition assistance, including CCCAP.	Ongoing	Enrollment in CCCAP and tuition assistance.	Increased participation in CCCAP and monthly allocation usage.	First Impressions Program Leader, CCCAP administrator	Personnel
Key Activity B: Increase the percentage of communities with high quality early learning programs (Level 3-5 in Colorado Shines five level Quality Rating Improvement System (QRIS)) participating with the Colorado Child Care Assistance Program (CCCAP).					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide technical assistance to support current Level 3-5 programs to maintain rating.	July 1, 2021 through June 30, 2022	Current Level 3-5 programs shall maintain quality standards and be ready for re-rating based on their established timeline.	Number of programs with Level 3-5 rating.	First Impressions Program Leader	Child Care Network Personnel
Provide technical assistance and coordination for programs and Routt County to ensure CCCAP Fiscal Agreements and CCCAP procedures are established and followed.	July 1, 2021 through June 30, 2022	Level 2 through 5 engaged programs shall have CCCAP Fiscal Agreements on file with the Routt County.	Number of high-quality programs with (CCCAP) Fiscal Agreements. Number of children receiving CCCAP served by high quality programs.	Child Care Network, First Impressions Staff and Routt County CCCAP Administrator	Personnel TA Contractor In-kind
Provide technical assistance to targeted programs that apply for a high-quality rating through Colorado Shines or alternative pathway.	July 1, 2021 through June 30, 2022	Increase the number of high-quality programs that accept CCCAP in Routt County.	Number of newly rated high-quality programs with CCCAP Fiscal Agreements. Number of children receiving CCCAP served by high quality programs.	First Impressions Staff and Routt County CCCAP Administrator	Personnel



Work Plan					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide funding to new and expanding child care providers to assist in the startup and expansion costs of child care centers	July 1, 2021 through June 30, 2022	Funding provided to child care providers to expand or open new child care options.	Number of centers that receive funding to expand or open a child care center.	First Impressions staff shall facilitate funding to the child care centers.	Supplies
Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Increase and maintain engagement in the state’s five level QRIS, Colorado Shines, with at least 60% of programs achieving a Level 2 or higher.				
Key Activity A: Increase Colorado Shines Engagement and Maintain Currently Engaged Programs					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide technical assistance to targeted programs to achieve a Level 2 or higher.	July 1, 2021 through June 30, 2022	At least 85% of Routt County Programs shall be engaged in Colorado Shines.	Number of Level 2 or higher programs.	Complete and ongoing	Provided funds for materials and supplies per their QI plan
Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Promotion of the Colorado Shines quality rating improvement system and Colorado Early Learning Guidelines.				
Key Activity A: Promote Colorado Shines QRIS and Early Learning Guidelines					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Update website and media plan	July 1, 2021 through June 30, 2022	Updated website and media plan	Quality website, media plan with monthly marketing messages	Website completed and media plan ongoing	New First Impressions website went live in early 2020.

SCHEDULE/MILESTONES

First Impressions shall follow the established Office of Early Childhood reporting schedule and shall report on the following deliverables.

- First Impressions shall have a data-driven, needs-based, strategic plan to guide the work of the Council by July 1, 2021.
- First Impressions shall receive and approve a comprehensive evaluation report of the results of the Fiscal Year 2022 strategic activities by June 30, 2022.
- First Impressions shall maintain a governance structure as required in rule throughout Fiscal Year 2022.
- First Impressions shall have a comprehensive strategic plan to address ECE compensation to guide the work for Calendar Year 2022 by December 31, 2021.
- First Impressions shall increase tuition assistance including CCCAP by July 2021.
- Eighty-five percent of all licensed early learning programs in Routt County shall be engaged in Colorado Shines at a Level 2 or higher by June 30, 2022.
- Eighty-five percent of engaged programs shall have a CCCAP Fiscal Agreement on file with Routt County by June 30, 2022.
- Seventy-five percent of 0-5 children receiving CCCAP shall be enrolled in a high-quality early learning program by June 30, 2022.

ACCEPTANCE CRITERIA

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



COLORADO
Office of Early Childhood
Department of Human Services

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

Contractor Name	Routt County (as Fiscal Agent for First Impressions Early Childhood Council)
Budget Period	July 1, 2021 - June 30, 2022
Project Name	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI) Child Care Resource & Referral (CCR&R) Family Child Care Home Navigator (FCCHN)

Program Contact Name and Title Phone Email	Angela Pleshe (970) 870-5270 apleshe@co.routt.co.us
Fiscal Contact Name and Title Phone Email	Stacey McDowell (970) 870-5338 smcdowell@co.routt.co.us

Expenditure Categories										
Personnel Services - Salaried Employees										FY 2022
Position Title	Description of Work and Fringe Benefits	Gross or Annual Salary	Fringe	Number of Months on Project	Total Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Child Care Resource & Referral (CCR&R)	FCCH Navigator	Total Amount Requested from CDHS
First Impression Early Childhood Council Leader	Oversees early childhood systems building including Council, subcommittees, funding streams, contract requirements, and all early childhood initiatives. Program Leader will also assume the duties of the Family Child Care Home Provider Navigator. Total salary= \$89,873; fringe=\$39,117 for a total of \$128,990. Fringe includes health insurance, retirement, life and disability, paid vacation and sick leave, 401k. Note - Program Leader will spend 100% of her time on Systems Building, CSQI and the Family Home Child Care Navigator duties. The requested about of \$73,419 only equates to about 57% of her salary, leaving 43% that must be provided by other sources.	\$89,873	\$39,117	12	56.918%	\$ 32,676	\$ 17,410	\$ -	\$ 23,333	\$ 73,419
Total Personnel Services (including fringe benefits)						\$ 32,676	\$ 17,410	\$ -	\$ 23,333	\$ 73,419

Contractors/Consultants (payments to third parties or entities)						FY 2022
Name	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDHS
	<p>Outreach of Care Contractor: Develops a variety of methods for local child care providers to report open child care slots, conducts frequent contacts with each child care provider in catchment area to inform child care providers of the enhanced support, allows providers to choose between a text or listserv reminder about reporting openings, and collects information on special populations served by the provider where that information is not already in Colorado Shines, pushes out a listserv and text reminder to report openings to lists created based on provider preference on the same day each week, uploads data to the Colorado Shines Salesforce system to inform the Colorado Shines Statewide Call Center and search results on the Colorado Shines website, connects providers with other supports, as requested, such as assistance with licensing or accessing quality improvement supports, collects enrollment data (enrollment count, age of children served, etc.), works with other positions (i.e. family child care home navigators, licensing specialists), utilizes their particular knowledge of the ability of providers to serve special populations and the lack of available slots to strategically increase the supply and quality of child care services within the service area, in partnership with public agencies and private entities.</p> <p>Family Child Care Home Navigator Duties: Participates in cross-training in coaching approaches to technical assistance and support with other local consultative roles (i.e. EQ trainers, ECMH, etc.), if available in the community, and/or directly connects with these other consultative roles to understand their offerings, provides information on and connections to existing supports, including financial, professional development, shared services, child care management software, family child care home associations, and benefits opportunities, provides technical assistance to new family child care home providers as they move through the licensing process in their community (including addressing zoning issues, business codes, etc.) and in accessing financial resources to begin their business (i.e. licensing incentives), provides technical assistance to existing family child care home providers in completing applications for grants and other opportunities, develops and shares information with family child care home providers around legislative changes impacting their operations, connects family child care providers with quality improvement navigators and coaches within their service area to ensure family child care providers understand the Colorado Shines Quality Rating and Improvement System and are well equipped to navigate the rating process and access quality improvement grants to support their continuous quality improvement goals, assisting new and existing family child care providers to understand the Colorado Child Care Assistance Program (CCCAP) and supporting them as they obtain a fiscal agreement to enroll children participating in this program, in addition to facilitating relationships with the county human service departments, helps new and existing family child care providers access important program benefits and consultative supports, such as the Child and Adult Care Food Program (CACFP), and consultative supports, including, but not limited to early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports, recruits new family child care home providers in the community and connects them with the licensing bonus program, if applicable, is trained as a health insurance navigator to ensure that family child care homes and small child care centers that do not offer health care benefits know how to enroll individuals in the Connect for Health Colorado Exchange, acts as a liaison to ensure family child care home providers are connected to the</p> <p>necessary resources needed to successfully operate their business, participates in ongoing technical assistance and training opportunities, including around equity, diversity and inclusion, and a community of practice with other family child care home navigators, led by the Family Child Care Home Navigator Project Manager.</p>	\$ -	\$ -	\$ 23,333		\$ 23,333
Total Contractors/Consultants		\$ -	\$ -	\$ 23,333	\$ -	\$ 23,333
Travel						FY 2022
Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDHS
	No costs shall be reimbursed by CDHS for this category.	\$ -	\$ -	\$ -	\$ -	\$ -
Total Travel		\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Operating Expenses						FY 2022
Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDHS
	No costs shall be reimbursed by CDHS for this category.	\$ -	\$ -	\$ -	\$ -	\$ -
Total Supplies & Operating Expenses		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DIRECT COSTS		\$ 32,676	\$ 17,410	\$ 23,333	\$ 23,333	\$ 96,752
MODIFIED TOTAL DIRECT COSTS (MTDC)		\$ 32,676	\$ 17,410	\$ 23,333	\$ 23,333	\$ 96,752
Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.						

Indirect Costs						FY 2022
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]						Total Amount
Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Requested from CDHS
	No costs shall be reimbursed by CDHS for this category.					
	Total Indirect	\$ -	\$ -		\$ -	\$ -
	TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)	\$ 32,676				
	TOTAL COLORADO SHINES QUIALITY IMPROVEMENT (CSQI)		\$ 17,410			
	TOTAL CHILD CARE RESOURCE & REFERRAL (CCR&R)			\$ 23,333		
	TOTAL FCCH Navigator				\$ 23,333	
	TOTAL AMOUNT REQUESTED FROM CDHS					\$ 96,752
PERCENTAGE OF BUDGET BY PROJECT						FY 2022
	PERCENTAGE OF BUDGET BY PROJECT	34%	16%	25%	25%	100%

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

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

The Contractor shall be responsible for the achievement of any goals and objectives as specified within the Statement of Work (**EXHIBIT A**) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

3. COPY OF SUBCONTRACT

The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

4. PAYMENT

In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the amount specified in the Budget (**EXHIBIT B**), of this contract.

- A. The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.
- B. Payment shall be made on a cost reimbursement basis for services rendered.
- C. It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. **ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.**
- D. **IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDHS.** If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDHS 60 days prior to projected depletion of contracted funds. CDHS shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- E. Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to CDHS_OEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

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

5. PARTICIPATION

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

6. SUPPLANTING

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

7. BUDGET CHANGES

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

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

8. TRAVEL

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

9. SUBRECIPIENT

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

10. CRITICAL INCIDENT REPORTING

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Office of Early Childhood (OEC), the agency must report in writing the details of the critical incident to the OEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

11. MANDATED REPORTING

- A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).
- B. All program staff are required to take the online mandatory reporter training on the CDHS Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

12. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

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

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

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

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

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

a) The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us.

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

1. Payment for Expanding Quality in Infant Toddler Care (EQIT) to all contractors will be made as incurred, in whole or in part, from the total available funds shall be utilized to support the following quality improvement efforts: deployment of the EQ Infant Toddler Specialist Network to provide evidence-based, infant toddler specific professional development, e.g. the Expanding Quality for Infant and Toddler (EQIT) 48-hour course, EQ Relate coaching for individuals completing the EQIT course, and support for the related costs of professional development for current and new infant toddler specialists. To be utilized for EQIT as outlined in **Exhibit A – Statement of Work**. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to EQIT funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of EQIT funds.

a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.

b) Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

c) Invoices shall be submitted separately for pre-approved EQIT expenditures.

d) The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us.

2. UP TO RATES (direct and indirect).

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

a) \$4,200 per EQIT Course;

b) \$300 per EQIT Course to support data and reporting; and

c) \$27 per hour for EQ RELATE Coaching.

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

3. PROGRAM INCOME

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

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

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

EXHIBIT G Amendment #3 - Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1) Federal Award Identification

- i. Subrecipient: **Routt County;**
- ii. Subrecipient DUNS number: **110987869;**
- iii. The Federal Award Identification Number (FAIN) is; **CCDF - 2101COCCDF - Discretionary; PDG - 90TP0054; ARPA Stabilization - 2101COCS6; CRRSA - 2101COCCC5;**
- iv. The Federal award date is; **CCDF - Discretionary - 04/06/2021 / PDG - 12/27/2019; ARPA Stabilization - 04/14/2021; CRRSA - 02/01/2021**
- v. The subaward period of performance start date is **CCDF (Discretionary) - 10/01/2020; PDG-12/31/2019; ARPA Stabilization- 10/01/2020; CRRSA - 12/27/2020** and end date is **CCDF (Discretionary) - 09/30/2023; PDG - 12/30/2022; ARPA Stabilization - 09/30/2023; CRRSA - 09/30/2023;**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY22	CCDF-Discretionary-\$35,441* PDG-\$0* ARPA Stabilization - \$685* CRRSA - \$46,666	CCDF-Discretionary-\$35,441* PDG-\$0* ARPA Stabilization - \$685* CRRSA - \$46,666 *An appropriation for Quality Improvement (QI); and Expanding Quality in Infant Toddler Care (EQIT) General Accounting Encumbrance (GAE) is subject to appropriated funds not to exceed \$6,089,939 (QI GAE = CCDF - \$4,237,739, PDG - \$53,200, ARPA Stabilization - \$1,294,000; EQIT GAE = CCDF - \$470,000 and PDG = \$35,000) GAE funds shall be split among other Early Childhood Council	CCDF-Discretionary-\$35,441* PDG-\$0* ARPA Stabilization - \$685* CRRSA - \$46,666

		(ECC) vendors. See Exhibit F, Section 12.	
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- vii. Federal award project description: **Child Care and Development Block Grant (CCDF); Colorado Preschool Development Grant (PDG); American Rescue Plan Act (ARPA) 2021-Stabilization; Coronavirus Response and Relief Supplemental Act (CRRSA);**
 - viii. The name of the Federal awarding agency is **CCDF, ARPA Stabilization and CRRSA - Administration for Children & Families; PDG - Department of Health and Human Services, Administration for Children and Families;** the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS); and the contact information for the awarding official is **Karen Enboden, Manager, Early Learning Access and Quality, 1575 Sherman Street, 1st Floor, Denver, CO 80203, Karen.Enboden@state.co.us; 303.866.5014;**
 - ix. The Catalog of Federal Domestic Assistance (CFDA) number is **CCDF - 93.575; PDG - 93.434; ARPA and CRRSA - 93.575,** name is **CCDF - Child Care and Development Block Grant Act of 1990; PDG - ESSA Preschool Development Grants Birth through Five; American Rescue Plan Act (ARPA) 2021 Stabilization; Coronavirus Response and Relief Supplemental Act (CRRSA),** and dollar amount is **CCDF - Discretionary - \$57,622,508; PDG - \$14,884,753; ARPA Stabilization- \$286,156,175; CRRSA - \$119,294,226;**
 - x. This award is **not** for research & development;
 - xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.
- 2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **the General Provisions, Exhibit A - Statement of Work and Exhibit F - Additional Provisions.**
 - 3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **the General Provisions, Exhibit A - Statement of Work and Exhibit F - Additional Provisions.**
 - 4) Subrecipient's approved indirect cost rate is **a CDHS negotiated rate of 0%.**
 - 5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
 - 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **the General Provisions, Exhibit A - Statement of Work and Exhibit F - Additional Provisions.**
 - 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

8) Matching Funds

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

- i. Subrecipient is not required to provide matching funds.
- ii. Subrecipient shall provide matching funds as stated in N/A. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDHS regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDHS that the amount designated as matching funds has been legally appropriated

for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

1. DEFINITIONS.

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

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

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

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

2. COMPLIANCE.

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

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

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

4. TOTAL COMPENSATION.

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

5. REPORTING.

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

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

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

7. SUBRECIPIENT REPORTING REQUIREMENTS.

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

8. PROCUREMENT STANDARDS.

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

9. ACCESS TO RECORDS.

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

10. SINGLE AUDIT REQUIREMENTS.

- 10.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
 - 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
 - 10.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
 - 10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.
- 11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of “funding agreement”/ “funding Contract” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,”/”funding Contract”, the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

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

12. CERTIFICATIONS.

- 12.1. Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

13. EXEMPTIONS.

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

14. EVENT OF DEFAULT AND TERMINATION.

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

EXHIBIT END