

**CONTRACT**

This contract is made and entered into by and between the named parties. In accordance with the purposes stated herein, it is hereby agreed as follows:

STATE:

CONTRACTOR:

State of Colorado for the use & benefit of the  
Department of Human Services  
Office of Early Childhood  
1575 Sherman Street, 1<sup>st</sup> Floor  
Denver, CO 80203

Developmental Pathways, Inc.  
325 Inverness Drive South  
Englewood, CO 80112

CONTRACT MADE DATE:

3/29/2016

CONTRACTOR'S ENTITY TYPE:

Not-For-Profit Corporation

RQS PRE-ENCUMBRANCE NUMBER:

CONTRACTOR'S STATE OF INCORPORATION:

Colorado

CT/CTGGI ENCUMBRANCE NUMBER:

BILLING STATEMENTS RECEIVED:

Monthly

TERM:

This contract shall be effective upon approval  
by the State Controller, or designee, or on  
7/1/2016, whichever is later. The contract  
shall end on 6/30/2017.

STATUTORY AUTHORITY:

C.R.S. § 26-1-111

CONTRACT PRICE NOT TO EXCEED:

\$8,663,411

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

FY17: \$8,663,411

PROCUREMENT METHOD:

Law Specified Vendor

PRICE STRUCTURE:

Cost Reimbursement

BID/RFP/LIST PRICE AGREEMENT NUMBER:

LAW SPECIFIED VENDOR STATUTE:

C.R.S. Section 27-10.5-105

FUND SOURCE - NAME OF FEDERAL PROGRAM/GRANT AND FUNDS ID #

State General Fund and United States Department of  
Education IDEA Grant for Part C

STATE REPRESENTATIVE:

Christy Scott, Program Manager  
Office of Early Childhood  
Division of Community & Family Support  
1575 Sherman Street, 1<sup>st</sup> Floor  
Denver, CO 80203

CONTRACTOR REPRESENTATIVE:

Kent Dyson  
Developmental Pathways, Inc.  
325 Inverness Drive South  
Englewood, CO 80112

**SCOPE OF WORK:**

In accordance with the provisions of this contract and its exhibits and attachments, the Contractor shall:  
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.

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**EXHIBITS:**

The following exhibits are hereby incorporated:

Exhibit A-	Statement of Work
Exhibit B-	Budget Allocation Spreadsheet
Exhibit C-	HIPAA Business Associate Addendum
Exhibit D-	Tiered Provisions
Exhibit E-	Contact List
Exhibit F-	Budget
Exhibit G-	Sample Option Letter
Exhibit H-	Supplemental Provisions for Federal Awards

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**COORDINATION:**

The State warrants that required approval, clearance and coordination has been accomplished from and with appropriate agencies.

**APPROVAL:**

In no event shall this contract be deemed valid until it shall have been approved by the State Controller or his/her designee.

**PROCUREMENT:**

This contractor has been selected in accordance with the requirements of the Colorado Procurement Code.

**PRICE PROVISIONS:**

Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services and/or deliverables. The liability of the State at any time for such payments shall be limited to the encumbered amount remaining of such funds.

Authority exists in the laws and funds have been budgeted, appropriated and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment.

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

The Contractor understands and agrees that the State shall not be liable for payment for work or services or for costs or expenses incurred by the Contractor prior to the proper execution and State Controller approval of this contract.

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## GENERAL PROVISIONS

The following clauses apply to this contract:

- A. Governmental Immunity/Limitation of Liability: Notwithstanding anything herein to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the "Colorado Governmental Immunity Act", C.R.S. §24-10-101, *et seq.*, as now or hereinafter amended. The parties understand and agree that the liability of the State for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of C.R.S. §24-10-101, *et seq.*, as now or hereafter amended and the risk management statutes, C.R.S. §24-30-1501, *et seq.*, as now or hereafter amended. Any liability of the State created under any other provision of this contract, whether or not incorporated herein by reference, shall be controlled by, limited to, and otherwise modified so as to conform with, the above cited laws.
- B. Federal Funds Contingency: Payment pursuant to this contract, if in federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. In the event that said funds, or any part thereof, become unavailable, as determined by the State, the State may immediately terminate this contract or amend it accordingly.
- C. Billing Procedures: The State shall establish billing procedures and requirements for payment due the Contractor in providing performance pursuant to this contract. The Contractor shall comply with the established billing procedures and requirements for submission of billing statements. The State shall comply with CRS 24-30-202(24) when paying vendors upon receipt of a correct notice of the amount due for goods or services provided hereunder.
- D. Exhibits- Interpretation: Unless otherwise stated, all referenced exhibits are incorporated herein and made a part of this contract. And, unless otherwise stated, in the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of this contract shall always be controlling over other provisions in the contract or amendments; 2) the contract "cover" pages; 3) the General Provisions of

this contract; 4) the exhibits to this contract, except that any exhibit entitled: "Modifications to the General Provisions" shall take priority over the General Provisions of this contract.

- E. Notice and Representatives: For the purposes of this contract, the representative for each party is as designated herein. Any notice required or permitted may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address provided, and if sent by mail it is effective when posted in a U.S. Mail Depository with sufficient postage attached thereto. Notice of change of address or change of representative shall be treated as any other notice.
- F. Contractor Representations:
1. Licenses and Certifications: The Contractor certifies that, at the time of entering into this contract, it and its agents have currently in effect all necessary licenses, certifications, approvals, insurance, etc. required to properly provide the services and/or supplies covered by this contract in the state of Colorado. Proof of such licenses, certifications, approvals, insurance, etc. shall be provided upon the State's request. Any revocation, withdrawal or nonrenewal of necessary license, certification, approval, insurance, etc. required for the Contractor to properly perform this contract, shall be grounds for termination of this contract by the State.
  2. Qualification: Contractor certifies that it is qualified to perform such services or provide such deliverables as delineated in this contract.
  3. Exclusion, Debarment and/or Suspension: Contractor represents and warrants that Contractor, or its employees or authorized subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. In the event Contractor, or one of its employees or authorized subcontractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Contractor will notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to

Contractor, the State reserves the right to immediately cease contracting with Contractor.

4. Work Performed Outside the United States or Colorado, pursuant to C.R.S. §24-102-206: The Contractor certifies all work performed under this Contract, including any subcontracts, is anticipated to be and will be performed within the United States or Colorado, unless otherwise specified in the Statement of Work. If work under this Contract is anticipated to be or will be performed outside the United States or Colorado, the countries and/or states where work will be performed, and the reasons it is necessary or advantageous to go outside the United States or Colorado to perform the work are also specified in the Statement of Work.

- G. Legal Authority: The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and bind the Contractor to its terms. The person(s) executing this contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this contract.

- H. Indemnification: Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

*[Applicable Only to Intergovernmental Contracts]*

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

- I. Insurance: Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

1. Contractor

- a. Public Entities: If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-

101, et seq., as amended (the "GIA"), then Contractor shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.

- b. Non-Public Entities: If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Contract insurance coverage and policies meeting the same requirements set forth in provision I.2 below with respect to Subcontractors that are not "public entities".

2. Contractors – Subcontractors

Contractor shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to include insurance requirements substantially similar to the following:

- a. Worker's Compensation: Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor or Subcontractor employees acting within the course and scope of their employment.

- b. General Liability: Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- (a) \$1,000,000 each occurrence;
- (b) \$1,000,000 general aggregate;
- (c) \$1,000,000 products and completed operations aggregate; and
- (d) \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

- c. Automobile Liability: Automobile Liability Insurance covering any auto (including

- owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
- d. Professional Liability: Professional liability insurance with minimum limits of liability of not less than \$1,000,000, unless waived by the State.
- e. Privacy Insurance  
If this Contract includes a HIPAA Business Associates Addendum exhibit, Contractor shall obtain and maintain during the term of this Contract liability insurance covering all loss of Protected Health Information data and claims based upon alleged violations of privacy rights through improper use or disclosure of Protected Health Information with a minimum annual limit of \$1,000,000.
- f. Additional Insured: The State shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.
- g. Primacy of Coverage: Coverage required of Contractor and Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.
- h. Cancellation: The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with provision E. Notice and Representatives within seven days of Contractor's receipt of such notice.
- i. Subrogation Waiver: All insurance policies in any way related to this Contract and secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
3. Certificates: Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Contract. No later than 15 days prior to the expiration date of any such coverage, Contractor and each Subcontractor shall deliver to the State or Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Contract or any subcontract, Contractor and each Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this provision I.
- J. Disaster Planning and Pandemic Outbreaks: The State may require the Contractor to submit a Disaster Response Plan (Plan) to ensure the delivery hereunder of essential government services during a disaster, declared emergency, and/or pandemic outbreak. The Plan would take precedence over and nullify any contractual provision relating to force majeure or "Acts of God." Accordingly, should the work performed by the Contractor under this contract include the provision of any essential government services, the State may request a Plan from the Contractor, and, upon such request, the Contractor shall forthwith submit a Plan, and the Contractor shall be bound to perform hereunder in accordance therewith.
- K. Rights in Data, Documents and Computer Software or Other Intellectual Property:  
All intellectual property including without limitation, databases, software, documents, research, programs and codes, as well as all, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the contractor in the performance of its obligations under this contract shall be the exclusive property of the State. Unless otherwise stated, all such materials shall be delivered to the State by the contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of the contractor's obligations under this contract without a prior written consent of the State. All documentation, accompanying the intellectual property or otherwise, shall comply with the State requirements which include but is not limited to all documentation being in a paper, human readable format which is useable by one who is reasonably proficient in the given subject area.
- L. Proprietary Information: Proprietary information for the purpose of this contract is information relating to a party's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information lawfully obtained by third parties, which is in the public domain, or which is developed independently.

Neither party shall use or disclose directly or indirectly without prior written authorization any proprietary information concerning the other party obtained as a result of this contract. Any proprietary information removed from the State's site by the Contractor in the course of providing services under this contract will be accorded at least the same precautions as are employed by the Contractor for similar information in the course of its own business.

- M. Records Maintenance, Performance Monitoring & Audits: The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the program/project or the delivery of services under this contract. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records.

The Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with this contract. Except as provided by law, no information in possession of the Contractor about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, guardian, or the State. The Contractor shall have written policies governing access to, duplication and dissemination of, all such information and advise its agents, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its agents, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.

The Contractor authorizes the State, the federal government or their designee, to perform audits and/or inspections of its records, at any reasonable time, to assure compliance with the state or federal government's terms and/or to evaluate the Contractor's performance. Any amounts the State paid improperly shall be immediately returned to the State or may be recovered in accordance with other remedies.

All such records, documents, communications, and other materials shall be the property of the State unless otherwise specified herein and shall be maintained by the Contractor, for a period of three (3) years from the date of final payment or

submission of the final federal expenditure report under this contract, unless the State requests that the records be retained for a longer period, or until an audit has been completed with the following qualification. If an audit by or on behalf of the federal and/or state government has begun but is not completed at the end of the three (3) year period, or if audit findings have not been resolved after a three (3) year period, the materials shall be retained until the resolution of the audit findings.

The Contractor shall permit the State, any other governmental agency authorized by law, or an authorized designee thereof, in its sole discretion, to monitor all activities conducted by the Contractor pursuant to the terms of this contract. Monitoring may consist of internal evaluation procedures, reexamination of program data, special analyses, on-site verification, formal audit examinations, or any other procedures as deemed reasonable and relevant. All such monitoring shall be performed in a manner that will not unduly interfere with contract work.

- N. Taxes: The State, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all state and local government use taxes [C.R.S. §39- 26-114(a) and 203, as amended]. The contractor is hereby notified that when materials are purchased for the benefit of the State, such exemptions apply except that in certain political subdivisions the vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to the State. These sales or use taxes will not be reimbursed by the State.
- O. Conflict of Interest: During the term of this contract, the Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the Contractor fully performing his/her obligations under this contract.

Additionally, the Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, the Contractor agrees to refrain from any practices, activities or relationships which could reasonably be considered to be in conflict with the Contractor's fully performing his/her obligations to the State under the terms of this contract, without the prior written approval of the State.

In the event that the Contractor is uncertain whether the appearance of a conflict of interest may

reasonably exist, the Contractor shall submit to the State a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be grounds for termination of the contract.

Further, the Contractor shall maintain a written code of standards governing the performance of its agent(s) engaged in the award and administration of contracts. Neither the Contractor nor its agent(s) shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent;
2. Any member of the employee's immediate family;
3. The employee's partner; or
4. An organization which employs, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. Neither the Contractor nor its agent(s) will solicit nor accept gratuities, favors, or anything of monetary value from Contractor's potential contractors, or parties to subagreements.

P. Conformance with Law: The Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include:

- Age Discrimination Act of 1975, 42 U.S.C. Section 6101 et seq. and its implementing regulation, 45 C.F.R. Part 91;
- Age Discrimination in Employment Act of 1967, 29 U.S.C. 621 et seq.;
- Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq.;
- The Drug Free Workplace Act of 1988, 41 U.S.C. 701 et seq.;
- Equal Pay Act of 1963, 29 U.S.C. 206;
- Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d et seq. and implementing regulations, 45 C.F.R. Parts 160 and 164;
- Immigration Reform and Control Act of 1986, 8 U.S.C. 1324b;
- Pro-Children Act of 1994, 20 U.S.C. 6081 et seq.;
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84;

- Titles VI & VII of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) & (e);
- The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 42 USC 604a, PL 104-193. See also State Executive Order D 015 00;
- Title IX of the Education Amendments of 1972, 20 U.S.C. 1681 et seq.;
- The Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule), at 45 CFR, Part 92;
- The Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations (Common Rule), at 2 CFR 215;
- Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.
- OFFICE OF MANAGEMENT AND BUDGET GUIDANCE FOR GRANTS AND AGREEMENTS, 2 CFR Part 200.
- The Hatch Act (5 USC 1501-1508) and Civil Service Reform Act, Public Law 95-454 Section 4728.
- Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, 1990, PL 101-166, Section 511.
- 45 CFR Subtitle A, Department of Health and Human Services regulations.
- The Single Audit Act Amendments of 1996, 31 USC 7501, Public Law 104-156, OMB Circular A-133, and 45 CRF 74.26.
- The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required thereunder. This Act is also referred to as FFATA.
- The American Recovery and Reinvestment Act of 2009 (Public Law 111-5), including without limitation all data reporting requirements required thereunder. This Act is also referred to as ARRA.

Q. Restrictions on Public Benefits: Pursuant to House Bill 06S-1023, as codified at C.R.S. § 24-76.5-101 et seq., except as otherwise provided therein or where exempt by federal law, the State is required to verify the lawful presence in the United States of each natural person 18 years of age or older who applies for state or local public benefits or for federal public benefits for the applicant. Accordingly, should the work performed by

the Contractor under this contract include the provision of any of said benefits to any natural person 18 years of age or older who applies therefore for the applicant, the Contractor shall follow the requirements of said law in the provision of said benefits as if it were the State. The State will provide the Contractor with specific instruction on the identification documentation required and the process to be followed by the Contractor to properly comply with the law if the work done under this contract is subject to these requirements.

**R. Statewide Contract Management System:**

1. When Applicable. If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this provision applies.
2. Governing State Statutes. Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.
3. Performance Evaluation and Review. Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law (including without limitation CRS §24-103.5-101), and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include without limitation quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations hereunder. Such performance information shall be entered into the statewide Contract Management System at intervals during the term hereof determined appropriate by the State, and a final Evaluation, Review and Rating shall be rendered by the State within 30 days of the end of the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

4. Gross Failure to Meet Performance Measures. Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Human Services, for good cause shown, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation and Review and Rating by: (a) filing rebuttal statement(s), which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor by the Executive Director upon showing of good cause.
5. CORA Disclosure: To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101 are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

**S. Performance Ratings and Guidelines:**

The Contractor will be given a Final Contractor Performance Evaluation at the end of the contract term in accordance with C.R.S. §24-102-205(6) and General Provision R. above. The list of available Performance Ratings, along with guidelines for what final rating will be given, are as follows:

1. Above Standard: This rating may be given where Contractor consistently performs in a manner that exceeds the requirements of this Contract, and where such performance is measurable against objective factors specifically identified for use in achieving the purposes of this provision. If applicable to work performed under this Contract, the objective factors and performance required to merit an "Above Standard" rating are specified in a so dedicated Exhibit to this Contract, which may be included herein from the start of the contract or subsequently be added by formal contract amendment at any time before the end of the contract term. If there is no such dedicated Exhibit included or subsequently added herein, this rating is unavailable.
2. Standard: This rating will be given where: 1.) Contractor's performance hereunder meets the requirements of this Contract in areas of quality, cost, and timeliness; 2.) Contractor's work is



accepted by the State; and 3.) full payment hereunder is made to Contractor for such performance.

3. Below Standard: This rating may be given where Contractor materially fails to perform the requirements of this Contract and such failure results in the State's invocation of contract remedies and/or contract termination in accordance with General Provision X. below.

- T. Discrimination: The Contractor during the performance of this contract shall:

1. not discriminate against any person on the basis of race, color, national origin, age, sex, religion and handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.
2. not exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-302, et seq.

- U. Criminal Background Check: Pursuant to C.R.S. §27-90-111 and Department of Human Services Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

1. submit to a criminal background check, and
2. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and DHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

- V. Litigation: The Contractor shall within five (5) calendar days after being served with a summons, complaint, or other pleading which has been filed in any federal or state court or administrative agency notify the State that it is a party defendant in a case which involves services provided under this contract. The Contractor shall deliver copies of such document(s) to the State's Executive Director. The term "litigation" includes an assignment for the benefit of creditors, and filings in bankruptcy, reorganization and/or foreclosure.

- W. Disputes: Except as herein specifically provided otherwise, disputes concerning the performance of this contract which cannot be resolved by the designated contract representatives shall be referred in writing to a senior departmental management staff designated by the department and a senior manager designated by the Contractor. Failing resolution at that level, disputes shall be presented in writing to the Executive Director and the Contractor's chief executive officer for resolution. This process is not intended to supersede any other process for the resolution of controversies provided by law.

- X. Remedies: Acceptance is dependent upon completion of all applicable inspection procedures. The State reserves the right to inspect the goods and/or services provided under this contract at all reasonable times and places. The Executive Director of the State or her/his designee may exercise the following remedial actions should s/he find the Contractor substantially failed to satisfy the scope of work found in this contract. Substantial failure to satisfy the scope of work shall be defined to mean substantially insufficient, incorrect or improper activities or inaction by the Contractor. Without limitation, the State has the right to:

1. withhold payment until performance is cured,
2. require the vendor to take necessary action to ensure that the future performance conforms to contract requirements,
3. request removal of a Contractor's agent from contract work,
4. equitably reduce the payment due the vendor to reflect the reduced value of the services performed,
5. recover payment for work that due to the Contractor cannot be performed or would be of no value to the State,
6. modify or recover payments (from payments under this contract or other contracts between the State and the vendor as a debt due to the State) to correct an error due to omission, error, fraud and/or defalcation,
7. terminate the contract.

These remedies in no way limit the remedies available to the State in the termination provisions of this contract, or remedies otherwise available at law.

- Y. Termination:

1. Termination for Default: The State may terminate the contract for cause. If the State terminates the contract for cause, it will first give ten (10) days prior written notice to the Contractor, stating the reasons for cancellation, procedures to correct problems, if any, and the

date the contract will be terminated in the event problems have not been corrected. In the event this contract is terminated for cause, the State will only reimburse the Contractor for accepted work or deliverables received up to the date of termination. In the event this contract is terminated for cause, final payment to the Contractor may be withheld at the discretion of the State until completion of final audit. Notwithstanding the above, the Contractor may be liable to the State for the State's damages. If it is determined that the Contractor was not in default then such termination shall be treated as a termination for convenience as described herein.

2. Termination for Convenience: The State shall have the right to terminate this contract by giving the Contractor at least twenty (20) days prior written notice. If notice is so given, this contract shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.
3. Immediate Termination: This contract is subject to immediate termination by the State in the event that the State determines that the health, safety, or welfare of persons receiving services may be in jeopardy. Additionally, the State may immediately terminate this contract upon verifying that the Contractor has engaged in or is about to participate in fraudulent or other illegal acts.
4. Termination for Financial Exigency: The State shall have the right to terminate this contract for financial exigency by giving the Contractor at least thirty (30) days prior written notice. For the purposes of this provision, a financial exigency shall be a determination made by the Colorado legislature or its Joint Budget Committee that the financial circumstances of the State are such that it is in the best interest of the State to terminate this contract. If notice of such termination is so given, this contract shall terminate on the expiration of the time period specified in the notice, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.

In the event that the State terminates this contract under the Termination for Convenience or Termination for Financial Exigency

provisions, the Contractor is entitled to submit a termination claim within ten (10) days of the effective date of termination. The termination claim shall address and the State shall consider paying the following costs:

- a. the contract price for performance of work, which is accepted by the State, up to the effective date of the termination.
- b. reasonable and necessary costs incurred in preparing to perform the terminated portion of the contract
- c. reasonable profit on the completed but undelivered work up to the date of termination
- d. the costs of settling claims arising out of the termination of subcontracts or orders, not to exceed 30 days pay for each subcontractor
- e. reasonable accounting, legal, clerical, and other costs arising out of the termination settlement.

In no event shall reimbursement under this clause exceed the contract amount reduced by amounts previously paid by the State to the Contractor.

- Z. Venue: The parties agree that venue for any action related to performance of this contract shall be in the City and County of Denver, Colorado.

AA. Understanding of the Parties:

1. Complete Understanding: This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules. Descriptive headings as used herein are for convenience and shall not control or affect the meaning or construction of any provision of this contract.
2. Severability: To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
3. Benefit and Right of Action: Except as herein specifically provided otherwise, it is expressly

understood and agreed that this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. All rights of action relating to enforcement of the terms and conditions shall be strictly reserved to the State and the named Contractor. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Contractor that any such person or entity, other than the State or the Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

4. Waiver: The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
5. Survival: The State and the Contractor's obligations under this contract shall survive following termination or expiration to the extent necessary to give effect to the intent and understanding of the parties.
6. Subcontracting: Except as herein specifically provided otherwise, the duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, subgranted or subcontracted except with the express prior written consent of the State. The subgrants and subcontracts permitted by the State shall be subject to the requirements of this contract. The Contractor is responsible for all subcontracting arrangements, delivery of services, and performance of any subgrantor or subcontractor. The Contractor warrants and agrees that any subgrant or subcontract, resulting from its performance under the terms and conditions of this contract, shall include a provision that the said subgrantor or subcontractor shall abide by the terms and conditions hereof. Also, the Contractor warrants and agrees that all subgrants or subcontracts shall include a provision that the subgrantor or subcontractor shall indemnify and hold harmless the State. The subgrants or subcontractors must be certified to work on any equipment for which their services are obtained.

BB. Holdover: In the event that the State desires to continue the services provided for in this Contract and a replacement contract has not been fully executed by the expiration date of the Contract, this Contract may be extended unilaterally by the State for a period of up to two (2) months upon written notice to the Contractor under the same terms and conditions of the original Contract including, but not limited to, prices, rates, and service delivery

requirements. However, this extension terminates when the replacement contract becomes effective when signed by the State Controller or an authorized delegate.

CC. Health Insurance Portability & Accountability Act of 1996 ("HIPAA"). Federal law and regulations governing the privacy of certain health information requires a "Business Associate Contract" between the State and the Contractor. 45 C.F.R. Section 164.504(e). If applicable to this Contract, attached and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum for HIPAA compliance. Terms of the Addendum shall be considered binding upon execution of this contract and shall remain in effect during the term of the contract including any extensions.

DD. Colorado Department of Human Services (CDHS) Fraud Policy. The CDHS Fraud Policy addresses the need for effective and consistent measures for preventing, detecting, and deterring fraud. The relevant parties discussed in the policy include CDHS employees, CDHS management, CDHS appointees, and community partners, including contractors, grantees, vendors, and other sub-recipients. CDHS employees, clients, and community partners will all benefit from an effective fraud prevention, detection, and deterrence policy because fraud can damage the reputation and public trust of CDHS.

All appointees and employees of the CDHS must comply with the standards of conduct set forth in Title 24, Article 18 of the Colorado Revised Statutes, known as the Code of Ethics, including exposing corruption or impropriety in government, whenever discovered. The CDHS Fraud Policy outlines how the CDHS employees and community partners should report fraud and how fraud will be investigated once it is reported.

The full text of the CDHS Fraud Policy, which Contractor hereby agrees to be subject to and abide by, can be found on the CDHS Fraud Policy and Training web page at: <http://www.colorado.gov/cs/Satellite/CDHS-Emp/CBON/1251610724004>.

EE. Performance Outside the State of Colorado and/or the United States: Not applicable if Contract Funds include any federal funds] Following the Effective Date, Contractor shall provide written notice to the State, in accordance with General Provision E. (Notices and Representatives), within 20 days of the

earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this requirement shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this requirement shall constitute a material breach of this Contract

FF. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy): For the sole purpose of providing support to the State's internal C-Stat Strategy, the parties understand and agree that upon request from the State, and without any additional cost to the State, the Contractor shall collect, maintain, and provide to the State certain contract performance data determined by the State during the term hereof to assist the State to measure and assess the programmatic effectiveness of the Contractor's performance hereunder, all in support of the State's internal continuous quality improvement working towards positive outcomes and managing its performance for the betterment of all Colorado residents.

The parties understand and agree that the exercise of the requirements of this provision shall not be used by the State to effect unilateral changes to the performance requirements of the Contractor hereunder.

## SPECIAL PROVISIONS

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

- 1. CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- 2. FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- 3. GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- 4. INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
- 5. COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- 6. CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
- 7. BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest

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

**10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.** *[Not Applicable to intergovernmental agreements]* Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.


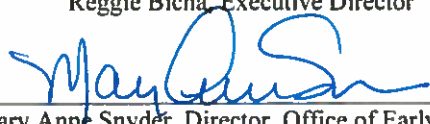
**11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.** *[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

**12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09


**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

\* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

<p><b>CONTRACTOR</b> <b>Developmental Pathways, Inc.</b> By: Melanie Worley Title: Chief Executive Officer</p> <p> *Signature Date: <u>04/19/2016</u></p>	<p><b>STATE OF COLORADO</b> <b>John W. Hickenlooper, Governor</b> Department of Human Services Reggie Bicha, Executive Director</p> <p> By: Mary Anne Snyder, Director, Office of Early Childhood Signatory avers to the State Controller or delegate that Contractor has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules Date: <u>4/28/16</u></p>
<p>2nd Contractor Signature if Needed By: INSERT-Name of Authorized Individual Title: INSERT-Official Title of Authorized Individual</p> <p>_____ *Signature Date: _____</p>	<p><b>LEGAL REVIEW</b> Cynthia H. Coffman, Attorney General</p> <p>By: _____ Signature - Assistant Attorney General Date: _____</p>

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

<p><b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD</p> <p>By:  Clint Woodruff / Valri Gimble Date: <u>6/28/2016</u></p>
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**Fiscal Year (FY) 2016-17  
STATEMENT OF WORK FOR EARLY INTERVENTION SERVICES**

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

The Community Centered Boards (CCBs) have been designated by the CDHS as Certified EI Service Brokers as defined under Section 27-10.5-702 (3) (2014), C.R.S. The EI Colorado program is administered by the CDHS, OEC, DCFS, hereafter referred to as DCFS, through contracts with CCBs. CCBs deliver community-based EI services to infants and toddlers, birth through two (2) years of age, who have been determined to have a developmental delay or disability, who have been diagnosed with a physical or mental condition that has a high probability of resulting in a significant delay in development, or who are living with a parent who has a developmental disability. CCBs are responsible for intake, eligibility determination, Individualized Family Service Plan (IFSP) development, arrangement for services, the delivery of services, monitoring and other functions.

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

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

In accordance with applicable statutes and rules, the Contractor has been designated as a CCB and as a Certified EI Service Broker serving City of Aurora, Arapahoe and Douglas Counties.

**I. STATEMENT OF WORK**

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

- A. Certified Early Intervention Service Broker duties, Section 27-10.5-708, C.R.S. (2014);
- B. Community Centered Board designation, Section 27-10.5-705, C.R.S. (2014);
- C. Early Intervention Program, 12 2509-10 Colorado Code of Regulations (CCR) Section 7.900, et. seq., CDHS Rules and Regulations;
- D. Title 1, Part C of the IDEA of 2004, 20 United States Code (U.S.C.) 1431 through 1445;



## **Exhibit A**

- E. Code of Federal Regulations (C.F.R.), Title 34, Volume 2, Part 303 Early Intervention Program for Infants and Toddlers with Disabilities; and,
- F. Early Intervention Colorado State Plan (2015).

### **II. PAYMENT/PRICE AND TERM**

- A. In consideration for the services provided by the Contractor under the terms of this contract, the State shall disburse or reimburse funds to the Contractor as follows:
  - 1. The DCFS shall provide to the Contractor an allocation worksheet (**Exhibit B**) showing the projected enrollment, funding sources, and the maximum amount of State General Fund and Federal Part C funds available for the Contractor for service coordination, direct services and management fee, and shall notify the Contractor of allocation changes, as needed.
  - 2. The DCFS shall pay to the Contractor the amount due for State General Fund and Part C funded services. The maximum amount of State General Fund and Part C funds, or any changes to the maximum amounts, may be increased or decreased by the DCFS during the term of this agreement based on the criteria defined in this contract.
  - 3. Payment pursuant to this contract shall be made as earned, in whole or in part, from available State General Fund and Federal Part C funds in an amount not to exceed the amount listed in **Exhibit F** for the purchase of services under the EI program. It is further understood and agreed that the maximum amount available for FY 2016-17 for the purchase of services under the EI program contract is the amount listed in **Exhibit F** of State General Fund and Federal Part C funds. All direct funds will be subject to 10% indirect, paid monthly, based on that month's invoice, not to exceed the amounts listed in **Exhibit F**. The liability of the DCFS, at any time, for such payment shall be limited to the unexpended amount remaining of such funds.
  - 4. The State General Fund and Part C funds for EI operations and service coordination shall be disbursed at one-twelfth (1/12) of the allocation per month. The Part C funds for service coordination for children "referred evaluated not eligible" shall be disbursed in full with the August 2016 payment. Funds for unreimbursed costs for children who are referred but who never complete the process shall be calculated by the total number of children referred minus the number referred, evaluated, not eligible; or eligible and will be disbursed at one-twelfth (1/12) of the allocation per month. State General Fund, Part C funds, and EI Services Trust for operations and service coordination are considered earned once disbursed.
  - 5. The DCFS shall pay to the contractor the fee for service amounts due for services with State General Fund, federal Part C funds and EI Services Trust for each child who received direct services in the EI program within 45 days of presentation of a claim in the format prescribed by the DCFS and in accordance with the method of payment hereinafter stated.

## Exhibit A

6. All funds shall be expended in the categories as allocated and defined in **Exhibit B**. The Contractor may transfer funds between the allocated categories for Direct Services and Service Coordination only by making a written request, and upon receipt of prior approval in writing and by means of a contract amendment from the DCFS. The request shall be submitted to the DCFS up to and no later than May 31, 2017.
7. Other increases or decreases in the level of contractual funding during the term of this contract may be made under the following circumstances:
  - a. If necessary to fully utilize Colorado State appropriations and/or appropriated or non-appropriated federal grant awards;
  - b. Supplemental appropriations funding changes resulting in an increase or decrease in the amounts originally budgeted and available for the purposes of this program;
  - c. If funding is available, incentive funds for CCBs increasing their percentage of TCM and Medicaid utilization or activities undertaken to enhance quality services may be provided, according to Department approved guidelines;
  - d. Closure of programs and/or termination of related contracts;
  - e. Delay or difficulty in implementing programs or services due to causes of nature beyond the control of the contractor;
  - f. Noncompliance with state or federal regulations or assurances that result in a plan of correction with fiscal sanctions; or,
  - g. Other special circumstances, as deemed necessary.
8. Claims shall be submitted in accordance with the rates and amounts determined by the DCFS and claims may be amended during the term of the contract.
9. Reimbursement is limited to the total amount of State General Fund and Part C funds allocated to the Contractor in Appendix B. When the Contractor's maximum allocation of State General Fund and Part C funds have been disbursed or reimbursed to the Contractor, no additional funds are guaranteed to be provided hereunder.

The Contractor shall:

- a. Meet the combined minimum percentage of children who are expected to utilize Medicaid and private health insurance as their funding source per the annual allocation formula noted in **Exhibit B**. Failure to do so by mid-year for reasons other than verifiable provider shortages may result in a change in the payment methodology for the State General Fund and/or Part C funds for EI services specified and may include fiscal monitoring, access of required technical assistance or a temporary or permanent fiscal year hold of remaining funds;

## Exhibit A

- b. Ensure that no EI Services Trust or Part C funds are used for the provision of EI services for children who do not meet the eligibility criteria under 7.920, excluding 7.920 (I);
  - c. Ensure that, for a child who meets the eligibility criteria under 7.920(I), only State General Fund may be used for the provision of EI services;
  - d. Adhere to DCFS accounting procedures and establish any necessary cost accounting systems to properly record and allocate separately the revenue and expenses for State General Fund, Part C funds, Medicaid funds, private health insurance funds, local CCB funds and other funds used for the provision or purchase of EI services in order to ensure that Part C funds shall not be commingled with, nor supplant, any other funds received by the Contractor.
  - e. The Contractor shall track expenditures for each funding source by line item for service coordination, direct services, management fee and any other expense line item identified by the DCFS; and,
- 10. On or before the last calendar day of each month, the Contractor shall submit a state-approved claim for reimbursement of State General Fund and/or Part C funds for direct services rendered in the previous month. Each monthly claim for reimbursement and a final statement to be rendered on or before July 31, 2017, shall reflect an adjustment for missed or duplicate claims from a previous month or the reimbursement for services by Medicaid or private health insurance plans.
  - 11. All checks or warrants endorsed by the Contractor and presented for payment shall constitute payment in full, except when endorsed under good faith protest pursuant to Section 4-1-308, C.R.S.
  - 12. In the event that overpayments are made by the DCFS due to the Contractor's omission, error, fraud or defalcation, funds shall be repaid in a manner deemed to be reasonable by the state or federal government.
  - 13. In the event that available funding for the services purchased by the DCFS through this contract is reduced and that reduction results in the inability of the Contractor to comply with this or the regulations of the DCFS regarding the provision of services, the Contractor shall submit a request to renegotiate this contract or for a waiver of the rules governing the provision of these services in accordance with the following criteria:
    - i. A waiver of the relevant state and federal rules and procedures may be granted only upon a finding that the waiver would not adversely affect the health, safety, welfare or rights and privileges of an infant or toddler and their family enrolled in EI services and upon further finding that a valid programmatic reason exists or a demonstrated financial hardship on the Contractor such that the provision of necessary services would be endangered;
    - ii. The DCFS shall not waive any requirement that would jeopardize the receipt of federal Part C funds for the provision of EI services, nor shall the

## Exhibit A

- DCFS approve waivers of rules and procedures that would in any way materially affect the rights and privileges of individuals with developmental disabilities as provided by the Colorado Revised Statutes and other applicable state and federal laws and regulations;
- iii. No waiver granted by the DCFS shall in any way constitute a waiver of the obligations of the Contractor under rules and regulations of other departments and agencies of the state of Colorado or the federal government; and,
  - iv. The Contractor seeking a waiver of any of the rules and regulations contained herein bears the burden of proof in demonstrating that the waiver sought is in conformity with these provisions.
14. If a waiver is granted and substantially affects the scope of services to be provided under this contract, the contract shall be amended to incorporate the approved waiver. If the amended contract is not signed within 30 days of being submitted to the Contractor, this contract shall terminate upon the expiration of the 30 days. If the request to renegotiate the contract or to waive the rules governing the provision of services is denied, the Contractor may initiate the process to cancel this contract in accordance with the provisions of this contract specified in **Exhibit A, Section II. C.** of this contract.
- B. The DCFS reserves the right to make adjustments during the contract period, a post-period adjustment to disbursements following the end of the contract period or an adjustment to the following fiscal year contract if the Contractor does not fulfill the statement of work identified in **Exhibit A, Section I.** of this contract.
- C. The Contractor shall have the right to terminate this contract by giving the DCFS 30-day notice.
- D. If notice is so given, this contract shall terminate on the expiration of the 30 days and the liability of the parties hereunder for further performance of the terms of this agreement shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.
- 1. In the event of the termination or non-renewal of this contract, all records, funds and equipment purchased with state or federal funding for each infant or toddler receiving services shall be transferred with that child to a newly assigned Certified EI Service Broker for the child in a manner consistent with instructions provided by the DCFS. Any records not so transferred shall, at the written option of the DCFS, either be transferred to the DCFS or retained by the Contractor until released by the DCFS. All bonding shall remain in effect until such written release is made by the DCFS.
  - 2. The Contractor shall make a final accounting and shall return to the State all moneys paid in excess of the amount due hereunder within 30 days of the termination. In the event that full payment due the Contractor hereunder for services performed has not been made by the DCFS, the Contractor shall receive payment of any remaining amounts due, to the extent of available funds as

described herein, within 30 days of the date of termination hereof.

**III. MISCELLANEOUS PROVISIONS**

- A. Maintenance of Records: The Contractor shall maintain a complete file of all records, documents, communications and other written materials which pertain to the operation of programs or the delivery of services under this contract and shall maintain such records for a period of six (6) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further periods as may be necessary to resolve any matters which may be pending. All such records, documents, communications and other materials shall be the property of the DCFS, and shall be maintained by the Contractor in a central location and the Contractor shall be custodian on behalf of the DCFS.
- B. Privacy and Data Security of Electronic Records: The Contractor shall ensure that it has adopted a sound data security program that includes administrative, technical and physical safeguards to guarantee the privacy protections under the Family Education Rights and Privacy Act (FERPA) of 1974, 20 U.S.C. 1232g and its regulations under 34 C.F.R. Part 99, and to the extent applicable, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320d-1320d-8 and its regulations in 45 C.F.R. Parts 160, 162 and 164, as included in **Exhibit C**. This includes appropriate procedures to protect child and family personally identifiable information on file and data in transmission and prevent FERPA violations by employees and sub-contractors.
- C. Reporting and Notification: The Contractor shall:
1. Ensure that the System for Award Management (SAM) record is active and current;
  2. Ensure the Dun and Bradstreet (D.U.N.S.) number is accurate;
  3. Notify the DCFS in writing no later than 30 calendar days from the date of the execution of the EI program contract with the D.U.N.S. number and confirmation that the SAM record is active and current;
  4. Notify the DCFS within 30 calendar days of any future change in the agency name or address; and,
  5. By July 1, 2016, provide to the DCFS the staff information required in **Exhibit E**, and inform the DCFS throughout the year if these contacts change.
- D. Remedies: In addition to other contract non-performance remedies hereunder, it is understood that the following remedies may be invoked by the State in the event that the terms of this contract are not complied with by the Contractor.
1. If the Contractor is deemed to be out of compliance at any time related to compliance with the IDEA, 20 U.S.C Sections 1401-1444, 34 C.F.R. Section 303 and/or 12 CCR 2509-10 Section 7.900-994, then corrections or, if appropriate, a plan of correction shall be required. Written notification shall specify if corrections are to be made immediately or if a plan of correction shall be developed and the deadline for correction specified.

## Exhibit A

2. If corrections related to noncompliance are not made by the timeline specified in the plan of correction, the DCFS reserves the right to use any appropriate remedy.
3. In situations where persistent deficiencies exist, the DCFS shall impose corrective actions that may include:
  - a. Requiring training and/or technical assistance activities of the staff;
  - b. Withholding, denying or recouping payment for services for which noncompliance is documented;
  - c. Issuing written special conditions that shall be met if the contract is to continue; or
  - d. Cancellation, termination for cause or non-renewal of the contract.
4. If fiscal sanctions are imposed, a specific amount of funds, in addition to recouping payment for service for which noncompliance is documented, shall be withheld from the monthly Management Fee payments based on the percentages listed below:

a. Within the first 30 days after deadline	15%
b. More than 30 days after deadline	25%
c. More than sixty (60) days after deadline	50%
d. More than ninety (90) days after deadline	75%

Upon the Contractor making the necessary corrections or achieving full compliance in the plan of correction, the DCFS shall make retroactive payment of Management Fees to the Contractor of funds withheld except as noted in Paragraph 5 below.
5. If by June 1st of the current contract period, or within one hundred twenty (120) days after the deadline, the Contractor is still not in full compliance with a plan of correction, all funds withheld as of that date shall become a permanent reduction to this contract. This remedy shall not preclude the DCFS from taking any other appropriate remedy consistent with the terms of this contract.
6. After written notification of a fiscal sanction by the DCFS that results in the withholding of funds or permanent reduction to the contract made under this provision, except in the case of withholding of over payments, the Contractor may appeal to the Executive Director of the CDHS. In the case of an appeal that is being reviewed by the CDHS, the corrective action shall be suspended pending the outcome of that appeal.
7. The following remedies may be invoked in the event that the Contractor does not comply with the terms of this contract:
  - a. Remedies for the Contractor's breach of provisions of this contract regarding the Contractor's responsibilities for providing service coordination, direct services, or management of the local EI program as

## Exhibit A

enumerated in **Exhibit A, Section I. and II.** of this contract shall include reimbursement by the Contractor to a subcontractor or other provider for losses incurred which were caused by the Contractor's breach; and,

- b. The Contractor shall ensure continued delivery of EI services to the individual child and family while the Contractor's breach is rectified.

E. Certification Against Lobbying: In addition to the requirements of Part III, A-D, by signing this contract the Contractor certifies that all Part C funds received under this contract shall be used only for expenditures related to the provision of EI services in accordance with IDEA 20 U.S.C. Section 1438(1). Additionally, the Contractor hereby further certifies, agrees and declares that, in accordance with 34 C.F.R. Appendix A to Part 82 (1)-(3) that:

1. No federal appropriated funds have been paid or will be paid by, or on behalf of, the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federally-funded contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally-funded contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 of Title 31 U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### F. Option Letter Provisions

1. Option to Extended the Term:

## **Exhibit A**

- a. The State may require continued performance for a period of 1 year at the same rates and same terms specified in **Exhibit B and Exhibit F** based upon the rates established in the Contract. If the State exercises the option, it will provide written notice to Contractor at least 30 days prior to the end of the current contract term in a form substantially equivalent to **Exhibit G**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original contract. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed 5 years.
2. Option to Increase or Decrease Quantities and Total Price
  - a. The State may increase or decrease the amount of funding for service levels described in **Exhibit B and Exhibit F** based upon the rates established in the Contract. If the State exercises the option, it will provide written notice to the Contractor at least 15 days prior to the end of the current contract term in a form substantially equivalent to **Exhibit G**. Performance of early intervention services shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original contract.



## Summary of Allocations for FY16-17

## Exhibit B

Report Period Update	FY16-17 Allocations	Total Revised 2015- 16 Allocations	Difference	Service Coordination, RENE, & Management Fee 1/12th Monthly Distribution	Unreimbursed Costs - FY 16 -17
	Based on 7/1/14- 6/30/15 data	7/1/13 thru 6/30/14			
<b>CCB Name</b>					
BLUE PEAKS	\$ 225,504.00	\$ 208,154.00	\$ 17,350.00	\$ 3,499.17	\$ 12,917.00
COLORADO BLUESKY	\$ 767,521.00	\$ 749,300.00	\$ 18,221.00	\$ 12,465.33	\$ 12,917.00
COMMUNITY CONN	\$ 306,930.00	\$ 294,795.00	\$ 12,135.00	\$ 5,631.75	\$ 9,360.00
COMMUNITY OPTIONS	\$ 404,370.00	\$ 391,979.00	\$ 12,391.00	\$ 7,292.83	\$ 9,360.00
DDC/IMAGINE!	\$ 2,335,371.00	\$ 2,287,682.00	\$ 47,689.00	\$ 40,290.17	\$ 28,829.00
DEV. DISAB. RES. CTR	\$ 2,699,618.00	\$ 2,632,499.00	\$ 67,119.00	\$ 48,291.58	\$ 49,608.00
DEV. OPP/STARPOINT	\$ 261,907.00	\$ 252,217.00	\$ 9,690.00	\$ 4,595.58	\$ 3,370.00
DEV. PATHWAYS	\$ 8,663,411.00	\$ 8,446,763.00	\$ 216,648.00	\$ 159,030.75	\$ 127,109.00
EASTERN	\$ 548,798.00	\$ 527,674.00	\$ 21,124.00	\$ 8,882.00	\$ 24,149.00
ENVISION	\$ 1,660,273.00	\$ 1,614,475.00	\$ 45,798.00	\$ 27,594.50	\$ 43,243.00
FOOTHILLS-GATEWAY	\$ 1,734,931.00	\$ 1,692,210.00	\$ 42,721.00	\$ 29,405.33	\$ 34,258.00
HORIZONS	\$ 356,299.00	\$ 343,928.00	\$ 12,371.00	\$ 6,498.17	\$ 5,990.00
INSPIRATION FIELD	\$ 118,882.00	\$ 110,913.00	\$ 7,969.00	\$ 1,592.83	\$ 2,808.00
MOUNTAIN VALLEY	\$ 652,587.00	\$ 635,448.00	\$ 17,139.00	\$ 10,397.83	\$ 11,981.00
NORTH METRO	\$ 3,382,402.00	\$ 3,267,734.00	\$ 114,668.00	\$ 54,402.75	\$ 120,931.00
ROCKY MTN HUMAN SERVICES	\$ 4,231,891.00	\$ 4,107,435.00	\$ 124,456.00	\$ 66,438.08	\$ 145,829.00
SOUTHEASTERN	\$ 120,603.00	\$ 114,401.00	\$ 6,202.00	\$ 2,341.58	\$ 1,685.00
SOUTHERN CO DEV SERV	\$ 72,979.00	\$ 66,708.00	\$ 6,271.00	\$ 1,284.42	\$ 1,123.00
STRIVE	\$ 472,132.00	\$ 459,642.00	\$ 12,490.00	\$ 7,511.17	\$ 14,976.00
THE RESOURCE EXCHANGE	\$ 4,093,295.00	\$ 3,958,619.00	\$ 134,676.00	\$ 76,205.42	\$ 70,574.00
<b>Totals</b>	<b>\$ 33,109,704.00</b>	<b>\$ 32,162,576.00</b>	<b>\$ 947,128.00</b>	<b>\$ 573,651.25</b>	<b>\$ 731,017.00</b>

Report Period Update	Total Service Coordination, RENE, Management Fee	State Funded Direct Service	Part C Funded Direct Service	Total Direct Service Funds
		Paid out on a Fee For Service Basis	Paid out on a Fee For Service Basis	Paid out on a Fee For Service Basis
<b>CCB Name</b>				
BLUE PEAKS	\$ 59,400.00	\$ 123,928.00	\$ 22,130.00	\$ 146,058.00
COLORADO BLUESKY	\$ 170,925.00	\$ 451,452.00	\$ 75,824.00	\$ 527,276.00
COMMUNITY CONN	\$ 80,311.00	\$ 172,614.00	\$ 26,556.00	\$ 199,170.00
COMMUNITY OPTIONS	\$ 97,623.00	\$ 230,152.00	\$ 39,834.00	\$ 269,986.00
DDC/IMAGINE!	\$ 531,218.00	\$ 1,358,782.00	\$ 233,065.00	\$ 1,591,847.00
DEV. DISAB. RES. CTR	\$ 664,113.00	\$ 1,531,396.00	\$ 258,689.00	\$ 1,790,085.00
DEV. OPP/STARPOINT	\$ 61,512.00	\$ 150,484.00	\$ 26,556.00	\$ 177,040.00
DEV. PATHWAYS	\$ 2,114,102.00	\$ 4,917,286.00	\$ 844,440.00	\$ 5,761,726.00
EASTERN	\$ 135,975.00	\$ 300,968.00	\$ 61,964.00	\$ 362,932.00
ENVISION	\$ 388,979.00	\$ 960,442.00	\$ 159,918.00	\$ 1,120,360.00
FOOTHILLS-GATEWAY	\$ 403,034.00	\$ 991,424.00	\$ 182,752.00	\$ 1,174,176.00
HORIZONS	\$ 84,904.00	\$ 199,170.00	\$ 39,834.00	\$ 239,004.00
INSPIRATION FIELD	\$ 23,981.00	\$ 66,390.00	\$ 17,704.00	\$ 84,094.00
MOUNTAIN VALLEY	\$ 141,809.00	\$ 385,062.00	\$ 66,390.00	\$ 451,452.00
NORTH METRO	\$ 794,356.00	\$ 1,951,866.00	\$ 328,689.00	\$ 2,280,555.00
ROCKY MTN HUMAN SERVICES	\$ 996,064.00	\$ 2,444,372.00	\$ 407,192.00	\$ 2,851,564.00
SOUTHEASTERN	\$ 29,971.00	\$ 66,390.00	\$ 13,278.00	\$ 79,668.00
SOUTHERN CO DEV SERV	\$ 17,659.00	\$ 44,260.00	\$ 4,426.00	\$ 48,686.00
STRIVE	\$ 110,539.00	\$ 274,412.00	\$ 44,260.00	\$ 318,672.00
THE RESOURCE EXCHANGE	\$ 1,015,365.00	\$ 2,314,798.00	\$ 391,469.00	\$ 2,706,267.00
<b>Totals</b>	<b>\$ 7,921,840.00</b>	<b>\$ 18,935,648.00</b>	<b>\$ 3,244,970.00</b>	<b>\$ 22,180,618.00</b>

FY 2016-17 Budget Allocation

Exhibit B

	A	B	C	D	E	F	G	H	I	J	M	N
	Report Period Update	Historical Average Monthly Enrollment							FY 15-16 Average Monthly Enrollments (AME) Projections			
1												
2	7/1/14 - 6/30/15	Source:	Report Period:						4			
3		CCMSWeb										
4	GCB Name	Actual AME FY11-12	Actual AME FY12-13	Actual AME FY13-14	Average of FY11-12, FY12-13, and FY13-14	FY14-15 Early Intervention Allocated Enrollments	FY14-15 YTD Actual AME 7/1/14-6/30/15	Revised AME Base (The Higher of the Actual or the Avg of FY11, FY12, FY13) *	Average Percent of Change Since FY11-12	FY15-16 Projected AME Based on Average % of Change Since FY11-12	FY16-17 Projected Adjusted AME ***	GCB Percent of Total Adjusted AMB
5	Formulas				=ROUND((B6 + C6 + D6)/3,0)			=IF(G6<E6,E6,G6)	=(G6-B6)/B6/\$I\$2	=ROUND((G6*16)+(H6,G6))	=IF(I6<H6,H6,I6)	=M6/\$M\$26
6	BLUE PEAKS	47	51	57	52	60	55	55	4.26%	57	57	0.73%
7	COLORADO BLUESKY	129	149	162	147	172	182	182	10.27%	201	201	2.57%
8	COMMUNITY CONNECTIONS	68	65	56	63	68	60	63	-2.94%	58	68	0.87%
9	COMMUNITY OPTIONS	109	84	68	87	98	62	87	-10.78%	55	94	1.20%
10	DDC/IMAGINE!	519	478	518	505	536	550	550	1.49%	558	571	7.29%
11	DEV. DISAB. RES. CTR	535	530	580	548	600	658	658	5.75%	696	696	8.88%
12	DEV. OPP/STARPOINT	64	71	68	68	72	62	68	-0.78%	62	68	0.87%
13	DEV. PATHWAYS	1,385	1,446	1,626	1,486	1,746	1,784	1,784	7.20%	1,912	1,912	24.40%
14	EASTERN	113	99	100	104	108	107	107	-1.33%	106	113	1.44%
15	ENVISION	277	277	342	299	363	367	367	8.12%	397	397	5.07%
16	FOOTHILLS-GATEWAY	290	301	357	316	402	375	375	7.33%	402	410	5.23%
17	HORIZONS	52	50	56	53	56	71	71	9.13%	77	80	1.02%
18	INSPIRATION FIELD	24	19	23	22	24	28	28	4.17%	29	30	0.38%
19	MOUNTAIN VALLEY	148	156	161	155	163	162	162	2.36%	166	166	2.12%
20	NORTH METRO	674	695	734	701	768	751	751	2.86%	772	838	10.70%
21	RMHS	1,103	1,175	1,112	1,130	1,142	1,123	1,130	0.45%	1,128	1,141	14.56%
22	SOUTHEASTERN	22	20	11	18	20	15	18	-7.95%	14	20	0.26%
23	SOUTHERN CO DEV SERV	17	11	7	12	14	11	12	-8.82%	10	13	0.17%
24	STRIVE	119	129	124	124	129	118	124	-0.21%	118	122	1.56%
25	TRE	680	695	723	699	750	802	802	4.49%	838	838	10.70%
26	TOTAL	6,375	6,501	6,985	6,589	7,281	7,343	7,394		7,656	7,835	6,700%

FY 2016-17 Budget Allocation

Exhibit B

	A	P	Q	R	S	U	V	W	Y
	Targeted Case Management					Insurance Trust Fund			
1	Report Period Update								
2	7/1/14 - 6/30/15	Source:		Report Period:	Projected Percent of TCM Paid AME	Source:	Report Period:	Insurance Trust Fund Service Coordination Rate Per Enrollment	
3		MMIS			95.00%	DDDWeb	7/1/14 - 6/30/15	\$ 1,355.00	
4	CCB Name	Actual Medicaid Enrolled AME 8/1/14-2/28/15	State Percentage of Medicaid Actual	Percent of Actual Medicaid Enrolled to FY 16-17 Projected	Projected Minimum TCM Paid	Actual Average Monthly Trust Paid 7/1/14-6/30/15	Percent of Actual Average Monthly Trust Paid to FY 16-17 Projected AME Adjusted	FY 16-17 Projected Trust AME	
5	Formulas			=P6/M6	=ROUND(\$S3*P6,0)		=U6/M6	=97% of U6	
6	BLUE PEAKS	45	1%	78.95%	43	4	7.02%	4	
7	COLORADO BLUESKY	131	3%	65.17%	124	14	6.97%	14	
8	COMMUNITY CONNECTIONS	42	1%	61.76%	40	3	4.41%	3	
9	COMMUNITY OPTIONS	42	1%	44.68%	40	11	11.70%	11	
10	DDC/IMAGINEI	258	7%	45.18%	245	90	15.76%	87	
11	DEV. DISAB. RES. CTR	258	7%	37.07%	245	162	23.28%	157	
12	DEV. OPP/STARPOINT	49	1%	72.06%	47	5	7.35%	5	
13	DEV. PATHWAYS	758	20%	39.64%	720	225	11.77%	218	
14	EASTERN	63	2%	55.75%	60	1	0.88%	1	
15	ENVISION	202	5%	50.88%	192	40	10.08%	39	
16	FOOTHILLS-GATEWAY	211	6%	51.46%	200	39	9.51%	38	
17	HORIZONS	34	1%	42.50%	32	10	12.50%	10	
18	INSPIRATION FIELD	25	1%	83.33%	24	0	0.00%	-	
19	MOUNTAIN VALLEY	88	2%	53.01%	84	20	12.05%	19	
20	NORTH METRO	480	13%	57.28%	456	75	8.95%	73	
21	RMHS	653	17%	57.23%	620	162	14.20%	157	
22	SOUTHEASTERN	11	0%	55.00%	10	0	0.00%	-	
23	SOUTHERN CO DEV SERV	10	0%	76.92%	10	1	7.69%	1	
24	STRIVE	76	2%	62.30%	72	17	13.93%	16	
25	TRE	331	9%	39.50%	314	57	6.80%	55	
26	TOTAL	3,767			3,578	936		908	

FY 2016-17 Budget Allocation

Exhibit B

	A	Z	AA	AB	AC	AD	AE	AF	AG	A
1	Report Period Update									
2	7/1/14 - 6/30/15			Maximum # enrollment that can be reimbursed through State General Fund	3,263		State General Fund			Service Coordination Total Funds
3		\$ 1,332.68		Service Coordination Rate Per Enrollment		\$ 1,355.00	\$ 4,421,652.00	\$ 140,952.00		\$4,562,604.00
4	CGB Name	FY 16-07 Projected AME Adjusted***	Projected AME Less Projected TCM Paid & Trust Paid	Percent of Projected AME Less Projected TCM and Trust Paid Adjusted to Total AME	Projected State General Fund AME	Projected Federal Part C Funds AME	State General Fund Allocation	Federal Part C Funds Allocation	Total Revised Service Coordination Allocation	
5	Formulas	=M6	=M6-S6-W6	=AAG/SAASZ6	=ROUND(\$A2*\$AB6.0)	=ROUND(\$A52*\$AB6.0)	=ROUND(\$A52*\$AB6.0)	=AD\$3*AC6	=AD\$3*AD6	=AE6+AF6
6	BLUE PEAKS	57	15	0.45%	15	15	1	\$ 20,325	\$ 1,355	\$ 21,680
7	COLORADO BLUESKY	201	63	1.88%	62	62	2	\$ 84,010	\$ 2,710	\$ 86,720
8	COMMUNITY CONNECTIONS	68	30	0.89%	30	30	1	\$ 40,650	\$ 1,355	\$ 42,005
9	COMMUNITY OPTIONS	94	43	1.29%	43	43	1	\$ 58,265	\$ 1,355	\$ 59,620
10	DDC/IMAGINE!	571	239	7.09%	229	229	7	\$ 310,295	\$ 9,485	\$ 319,780
11	DEV. DISAB. RES. CTR	596	294	8.73%	282	282	9	\$ 382,110	\$ 12,195	\$ 394,305
12	DEV. OPP/STARPOINT	68	16	0.48%	22	22	0	\$ 29,810	\$ -	\$ 29,810
13	DEV. PATHWAYS	1,912	974	28.92%	941	941	29	\$ 1,274,626	\$ 39,295	\$ 1,313,921
14	EASTERN	113	52	1.55%	50	50	2	\$ 67,750	\$ 2,710	\$ 70,460
15	ENVISION	397	159	4.72%	154	154	5	\$ 208,670	\$ 6,775	\$ 215,445
16	FOOTHILLS-GATEWAY	410	172	5.11%	167	167	5	\$ 226,285	\$ 6,775	\$ 233,060
17	HORIZONS	80	38	1.14%	38	38	2	\$ 51,490	\$ 2,710	\$ 54,200
18	INSPIRATION FIELD	30	6	0.18%	7	7	1	\$ 9,485	\$ 1,355	\$ 10,840
19	MOUNTAIN VALLEY	166	58	1.72%	56	56	2	\$ 75,880	\$ 2,710	\$ 78,590
20	NORTH METRO	838	309	9.19%	298	298	10	\$ 403,790	\$ 13,550	\$ 417,340
21	RMHS	1,141	364	10.81%	355	355	11	\$ 481,025	\$ 14,905	\$ 495,930
22	SOUTHEASTERN	20	15	0.45%	15	15	0	\$ 20,325	\$ -	\$ 20,325
23	SOUTHERN CO DEV SERV	13	7	0.21%	7	7	1	\$ 9,485	\$ 1,355	\$ 10,840
24	STRIVE	122	43	1.28%	41	41	1	\$ 55,555	\$ 1,355	\$ 56,910
25	TRE	838	469	13.92%	451	451	14	\$ 611,105	\$ 18,970	\$ 630,075
26	TOTAL	7,835	3,367	100%	3,263	3,263	104	\$ 4,420,936	\$ 140,920	\$ 4,561,856



	A	AI	AJ	AL	AM	A
	Report Period Update	Referred, Evaluated, Not Eligible (RENE)		Unreimbursed Costs		
1						
2	7/1/14 - 6/30/15	Report Period:	Rate Per RENE	Report Period:	Rate	
3		7/1/2014-6/30/15	\$ 187.20	7/1/2014-6/30/15	\$ 187.20	
4	GCB Name	Actual FY 2014-15 Total Number Referred, Evaluated, Not Eligible (RENE)	Federal FY2016-17 Part C/Funds	88% of Actual FY 2014-15 Referred, minus RENE and Eligible	Federal FY2016-17 Part C/Funds	
5	Formulas		=A16*AJ3		=AL6*AM3	
6	BLUE PEAKS	24	\$ 4,493	69	\$ 12,917	
7	COLORADO BLUESKY	45	\$ 8,424	69	\$ 12,917	
8	COMMUNITY CONNECTIONS	18	\$ 3,370	50	\$ 9,360	
9	COMMUNITY OPTIONS	4	\$ 749	50	\$ 9,360	
10	DDC/IMAGINE!	101	\$ 18,907	154	\$ 28,829	
11	DEV. DISAB. RES. CTR	187	\$ 35,006	265	\$ 49,608	
12	DEV. OPP/STARPOINT	16	\$ 2,995	18	\$ 3,370	
13	DEV. PATHWAYS	420	\$ 78,624	679	\$ 127,109	
14	EASTERN	28	\$ 5,242	129	\$ 24,149	
15	ENVISION	78	\$ 14,602	231	\$ 43,243	
16	FOOTHILLS-GATEWAY	85	\$ 15,912	183	\$ 34,258	
17	HORIZONS	5	\$ 936	32	\$ 5,990	
18	INSPIRATION FIELD	11	\$ 2,059	15	\$ 2,808	
19	MOUNTAIN VALLEY	27	\$ 5,054	64	\$ 11,981	
20	NORTH METRO	110	\$ 20,592	646	\$ 120,931	
21	RMHS	283	\$ 52,978	779	\$ 145,829	
22	SOUTHEASTERN	1	\$ 187	9	\$ 1,685	
23	SOUTHERN CO DEV SERV	6	\$ 1,123	6	\$ 1,123	
24	STRIVE	29	\$ 5,429	80	\$ 14,976	
25	TRE	162	\$ 30,326	377	\$ 70,574	
26	TOTAL	1,699	\$ 807,008	3,905	\$ 731,017	

FY 2016-17 Budget Allocation

Exhibit B

	A	AO	AP	AQ	AR	AS	AT	AU	AV	AW
	Direct Services									
1	Report Period Update									
2	7/1/14 - 6/30/15		Projected Percent AME Medicaid State Plan		Maximum # enrollment that can be reimbursed through State General Fund		4,278		FY 2016-17 State General Fund	FY 2016-17 Federal Part C Funds
3			52.00%				\$ 4,426.00		\$18,936,304.00	\$3,188,813.00
4	OCB Name	Actual Medicaid Enrolled AME 8/2/14-2/28/15	FY 16-17 Projected Minimum Average Monthly Medicaid State Plan Service Paid	Projected Minimum Average Monthly Trust Paid	FY 16-17 Projected AME Less Medicaid and Trust Fund Paid	Percent of Total Projected State General Fund and Federal Part C Funds Direct Service/AME	State General Fund Projected AME	Federal Part C Funds Projected AME	State General Fund Allocation	Federal Part C Funds Allocation*
5	Formulas	=P6	=ROUND(AO6*\$AP\$3,0)	=W6	=ROUND(M6-AP6-AQ6,0)	=AR6/\$AR\$26	=AT2*AS6	=AU2*AS6	=AT6*\$AT\$3	=AT\$3*AU6
6	BLUE PEAKS	45	23	4	33	0.66%	28	5	\$ 123,928	\$ 22,130
7	COLORADO BLUESKY	131	68	14	119	2.38%	102	17	\$ 451,452	\$ 75,824
8	COMMUNITY CONNECTIONS	42	22	3	45	0.90%	39	6	\$ 172,614	\$ 26,556
9	COMMUNITY OPTIONS	42	22	11	61	1.22%	52	9	\$ 230,152	\$ 39,834
10	DDC/IMAGINEI	258	134	87	358	7.17%	307	52	\$ 1,358,782	\$ 233,065
11	DEV. DISAB. RES. CTR	258	134	157	405	8.11%	346	57	\$ 1,531,396	\$ 258,689
12	DEV. OPP/STARPOINT	49	25	5	40	0.80%	34	6	\$ 150,484	\$ 26,556
13	DEV. PATHWAYS	758	394	218	1,300	26.03%	1111	185	\$ 4,917,286	\$ 844,440
14	EASTERN	63	33	1	79	1.58%	68	14	\$ 300,968	\$ 61,964
15	ENVISION	202	105	39	253	5.07%	217	36	\$ 960,442	\$ 159,918
16	FOOTHILLS-GATEWAY	211	110	38	262	5.25%	224	38	\$ 991,424	\$ 182,752
17	HORIZONS	34	18	10	52	1.04%	45	9	\$ 199,170	\$ 39,834
18	INSPIRATION FIELD	25	13	0	17	0.34%	15	4	\$ 66,390	\$ 17,704
19	MOUNTAIN VALLEY	88	46	19	101	2.02%	87	15	\$ 385,062	\$ 66,390
20	NORTH METRO	480	250	73	515	10.31%	441	74	\$ 1,951,866	\$ 328,689
21	RMHS	653	340	157	644	12.90%	552	92	\$ 2,444,372	\$ 407,192
22	SOUTHEASTERN	11	6	0	17	0.34%	15	3	\$ 66,390	\$ 13,278
23	SOUTHERN CO DEV SERV	10	5	1	10	0.20%	10	1	\$ 44,260	\$ 4,426
24	STRIVE	76	40	16	72	1.44%	62	10	\$ 274,412	\$ 44,260
25	TRE	331	172	55	611	12.23%	523	87	\$ 2,314,798	\$ 391,469
26	TOTAL	3,767	1,960	908	4,994	1	4,278	720	\$ 18,936,304	\$ 3,244,970

FY 2016-17 Budget Allocation

Exhibit B

	A	AX	AZ	BB	BC	BD	BF	BG	BH	BI	BJ
	Report Period Update			Operating				Indirect			
1						\$906.00					
2	7/1/14 - 6/30/15	Direct Services Total Funds	FY 2016-17 State General Fund	FY 2016-17 Federal Part C Funds	Go 4 IT Stipends	Total Operating					
3		\$22,125,117.00	\$1,491,720.18	\$791,877.00		\$2,283,597.18					
4	CGB Name	Total Revised State General Fund and Federal Part C Funds Direct Services Allocation	State General Fund Allocation	FY 2016-17 Federal Part C Funds Allocation	FY 2016-17 Federal Part C Funds Allocation	Total Revised State General Fund and Federal Part C Funds Operating		Total State Direct	10% of Total State Direct	Total Part C Direct	10% of Total Part C Direct
5	Formulas	-AV6+AW6	-8C1*AT6	-S8C51*BA6		=BB6+AZ6					
6	BLUE PEAKS	\$ 146,058	\$ 9,857	\$ 5,454	\$ 4,999	\$ 20,310.00	\$ 154,110.00	\$ 15,411.00	\$ 46,349.00	\$ 4,635.00	\$ 4,635.00
7	COLORADO BLUESKY	\$ 527,276	\$ 35,546	\$ 22,319	\$ 4,999	\$ 62,864.00	\$ 571,008.00	\$ 57,101.00	\$ 122,194.00	\$ 12,219.00	\$ 12,219.00
8	COMMUNITY CONNECTIONS	\$ 199,170	\$ 13,442	\$ 7,135	\$ 4,999	\$ 25,576.00	\$ 226,706.00	\$ 22,671.00	\$ 47,776.00	\$ 4,778.00	\$ 4,778.00
9	COMMUNITY OPTIONS	\$ 269,986	\$ 18,221	\$ 9,673	\$ -	\$ 27,894.00	\$ 306,638.00	\$ 30,664.00	\$ 60,971.00	\$ 6,097.00	\$ 6,097.00
10	ODC/IMAGINE!	\$ 1,591,847	\$ 106,935	\$ 56,767	\$ -	\$ 163,702.00	\$ 1,776,012.00	\$ 177,601.00	\$ 347,053.00	\$ 34,705.00	\$ 34,705.00
11	DEV. DISAB. RES. CTR	\$ 1,790,085	\$ 120,975	\$ 64,219	\$ -	\$ 185,194.00	\$ 2,034,481.00	\$ 203,448.00	\$ 419,717.00	\$ 41,972.00	\$ 41,972.00
12	DEV. OPP/STARPOINT	\$ 177,040	\$ 11,948	\$ 8,390	\$ 4,999	\$ 25,337.00	\$ 192,242.00	\$ 19,224.00	\$ 41,311.00	\$ 4,131.00	\$ 4,131.00
13	DEV. PATHWAYS	\$ 5,761,726	\$ 388,313	\$ 206,135	\$ -	\$ 594,448.00	\$ 6,580,225.00	\$ 658,023.00	\$ 1,295,603.00	\$ 129,560.00	\$ 129,560.00
14	EASTERN	\$ 362,932	\$ 23,597	\$ 12,527	\$ -	\$ 36,124.00	\$ 392,315.00	\$ 39,232.00	\$ 106,592.00	\$ 10,659.00	\$ 10,659.00
15	ENVISION	\$ 1,120,360	\$ 75,572	\$ 40,117	\$ -	\$ 115,689.00	\$ 1,244,684.00	\$ 124,468.00	\$ 264,655.00	\$ 26,466.00	\$ 26,466.00
16	FOOTHILLS-GATEWAY	\$ 1,174,176	\$ 78,260	\$ 41,544	\$ -	\$ 119,804.00	\$ 1,295,969.00	\$ 129,597.00	\$ 281,241.00	\$ 28,124.00	\$ 28,124.00
17	HORIZONS	\$ 239,004	\$ 15,533	\$ 8,245	\$ -	\$ 23,778.00	\$ 266,193.00	\$ 26,619.00	\$ 57,715.00	\$ 5,772.00	\$ 5,772.00
18	INSPIRATION FIELD	\$ 84,094	\$ 5,078	\$ 3,196	\$ -	\$ 8,274.00	\$ 80,953.00	\$ 8,095.00	\$ 27,122.00	\$ 2,712.00	\$ 2,712.00
19	MOUNTAIN VALLEY	\$ 451,452	\$ 30,169	\$ 16,015	\$ -	\$ 46,184.00	\$ 491,111.00	\$ 49,111.00	\$ 102,150.00	\$ 10,215.00	\$ 10,215.00
20	NORTH METRO	\$ 2,280,555	\$ 153,832	\$ 81,661	\$ -	\$ 235,493.00	\$ 2,509,488.00	\$ 250,949.00	\$ 565,423.00	\$ 56,542.00	\$ 56,542.00
21	RMHS	\$ 2,851,564	\$ 192,364	\$ 103,964	\$ 4,999	\$ 301,327.00	\$ 3,117,761.00	\$ 311,776.00	\$ 724,868.00	\$ 72,487.00	\$ 72,487.00
22	SOUTHEASTERN	\$ 79,668	\$ 5,078	\$ 2,696	\$ -	\$ 7,774.00	\$ 91,793.00	\$ 9,179.00	\$ 17,846.00	\$ 1,785.00	\$ 1,785.00
23	SOUTHERN CO DEV SERV	\$ 48,686	\$ 2,987	\$ 1,586	\$ -	\$ 4,573.00	\$ 56,732.00	\$ 5,673.00	\$ 9,613.00	\$ 961.00	\$ 961.00
24	STRIVE	\$ 318,672	\$ 21,507	\$ 11,717	\$ -	\$ 33,224.00	\$ 351,474.00	\$ 35,147.00	\$ 77,737.00	\$ 7,774.00	\$ 7,774.00
25	TRE	\$ 2,706,267	\$ 182,507	\$ 96,884	\$ 4,999	\$ 284,390.00	\$ 3,108,410.00	\$ 310,841.00	\$ 608,223.00	\$ 60,822.00	\$ 60,822.00
26	TOTAL	\$ 22,180,618	\$ 1,491,721	\$ 800,244	\$ 29,984	\$ 2,321,959	\$ 24,848,305	\$ 2,484,830	\$ 5,224,158	\$ 522,416	\$ 522,416



FY 2016-17 Budget Allocation

Exhibit B

	A	BK	BL	B	BN	B	BP	BQ
	Report Period Update				Total FY 16-17 Revised Early Intervention Allocation		Comparisons to Revised FY15-16 Allocation	
1								
2	7/1/14 - 6/30/15				\$33,109,704.00			
3								
4	GdB Name	Total Direct	10% of total Direct		FY 16-17 Total State General Fund and Federal Part C Funds Allocation and Fee for Service Funds		FY 15-16 Allocation With Carry Forward	Difference of FY 15-16 Allocation to FY 14-15 Allocation (Increase/Decrease)
5	Formulas				=AG5+AJ5+AM5+AK5+BC5+BK5			-BF6-BH6
6	BLUE PEAKS	\$ 200,459.00	\$ 20,046.00		\$225,504.00		\$208,154.00	\$17,350.00
7	COLORADO BLUESKY	\$ 693,202.00	\$ 69,320.00		\$767,521.00		\$749,300.00	\$18,221.00
8	COMMUNITY CONNECTIONS	\$ 274,482.00	\$ 27,449.00		\$306,930.00		\$294,795.00	\$12,135.00
9	COMMUNITY OPTIONS	\$ 367,609.00	\$ 36,761.00		\$404,370.00		\$391,979.00	\$12,391.00
10	DDC/IMAGINE!	\$ 2,123,065.00	\$ 212,306.00		\$2,335,371.00		\$2,287,682.00	\$47,689.00
11	DEV. DISAB. RES. CTR	\$ 2,454,198.00	\$ 245,420.00		\$2,699,618.00		\$2,632,499.00	\$67,119.00
12	DEV. OPP/STARPOINT	\$ 233,553.00	\$ 23,355.00		\$261,907.00		\$252,217.00	\$9,690.00
13	DEV. PATHWAYS	\$ 7,875,828.00	\$ 787,583.00		\$8,663,411.00		\$8,446,763.00	\$216,648.00
14	EASTERN	\$ 498,907.00	\$ 49,891.00		\$548,798.00		\$527,674.00	\$21,124.00
15	ENVISION	\$ 1,509,339.00	\$ 150,934.00		\$1,660,273.00		\$1,614,475.00	\$45,798.00
16	FOOTHILLS-GATEWAY	\$ 1,577,210.00	\$ 157,721.00		\$1,734,931.00		\$1,692,210.00	\$42,721.00
17	HORIZONS	\$ 323,908.00	\$ 32,391.00		\$356,299.00		\$343,928.00	\$12,371.00
18	INSPIRATION FIELD	\$ 108,075.00	\$ 10,807.00		\$118,882.00		\$110,913.00	\$7,969.00
19	MOUNTAIN VALLEY	\$ 593,261.00	\$ 59,326.00		\$652,587.00		\$635,448.00	\$17,139.00
20	NORTH METRO	\$ 3,074,911.00	\$ 307,491.00		\$3,382,402.00		\$3,267,734.00	\$114,668.00
21	RMHS	\$ 3,842,629.00	\$ 384,263.00		\$4,231,891.00		\$4,107,435.00	\$124,456.00
22	SOUTHEASTERN	\$ 109,639.00	\$ 10,964.00		\$120,603.00		\$114,401.00	\$6,202.00
23	SOUTHERN CO DEV SERV	\$ 66,345.00	\$ 6,634.00		\$72,979.00		\$66,708.00	\$6,271.00
24	STRIVE	\$ 429,211.00	\$ 42,921.00		\$472,132.00		\$459,642.00	\$12,490.00
25	TRE	\$ 3,716,633.00	\$ 371,663.00		\$4,093,295.00		\$3,958,619.00	\$134,676.00
26	TOTAL	\$30,072,464	\$3,007,246		\$33,109,704		\$32,562,576.00	\$547,128

## HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“Addendum”) is a part of the Contract dated March 29, 2016 between the Department of Human Services, Office of Early Childhood and Developmental Pathways, Inc., contract number 17 IHIA 89193. For purposes of this Addendum, the State is referred to as “Covered Entity” or “CE” and the Contractor is referred to as “Associate”. Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to “the Contract” or “this Contract” include this Addendum.

### RECITALS

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d – 1320d-8 (“HIPAA”) as amended by the American Recovery and Reinvestment Act of 2009 (“ARRA”)/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended.
- C. As part of the HIPAA Rules, the CE is required to enter into a written contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

The parties agree as follows:

1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Rules at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the HIPAA Rules and the provisions of this Contract, the HIPAA Rules shall control. Where the provisions of this Contract differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Contract shall control.

b. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be

used to identify the individual, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.501.

c. “Protected Information” shall mean PHI provided by CE to Associate or created received, maintained or transmitted by Associate on CE’s behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate’s PHI.

d. “Subcontractor” shall mean a third party to whom Associate delegates a function, activity, or service that involves CE’s Protected Information, in order to carry out the responsibilities of this Agreement.

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate’s obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the HIPAA Rules if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate’s breach of the HIPAA Rules.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party Subcontractor, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances through execution of a written agreement with such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and that such third party will notify Associate within two (2) business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the HIPAA Security Rule at 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a

comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Associate shall review, modify, and update documentation of, its safeguards as needed to ensure continued provision of reasonable and appropriate protection of Protected Information.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more Subcontractors or agents to provide services under the Contract, and such Subcontractors or agents receive or have access to Protected Information, each Subcontractor or agent shall sign an agreement with Associate containing the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such Subcontractors or agents in the event of any violation of such Subcontractor or agent agreement. The Agreement between the Associate and Subcontractor or agent shall ensure that the Subcontractor or agent agrees to at least the same restrictions and conditions that apply to Associate with respect to such Protected Information. Associate shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate shall make Protected Information maintained by Associate or its agents or Subcontractors in such Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.524. If such Protected Information is maintained by Associate in an electronic form or format, Associate must make such Protected Information available to CE in a mutually agreed upon electronic form or format.

g. Amendment of PHI. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate or its agents or Subcontractors shall make such Protected Information available to CE for amendment within ten (10) business days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, and shall incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or Subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or Subcontractors shall be the responsibility of CE.

h. Accounting Rights. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate and its agents or Subcontractors shall make available to CE within ten (10) business days of notice by CE, the information required to

provide an accounting of disclosures to enable CE to fulfill its obligations under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.528. In the event that the request for an accounting is delivered directly to Associate or its agents or Subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall keep records and make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's or Associate's compliance with the HIPAA Rules. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary when the Secretary is investigating CE. Associate shall cooperate with the Secretary if the Secretary undertakes an investigation or compliance review of Associate's policies, procedures or practices to determine whether Associate is complying with the HIPAA Rules, and permit access by the Secretary during normal business hours to its facilities, books, records, accounts, and other sources of information, including Protected Information, that are pertinent to ascertaining compliance.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the HIPAA Rules including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its Subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate's Insurance. Associate shall maintain insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notice of Privacy Practices. Associate shall be responsible for reviewing CE's Notice of Privacy Practices, available on CE's external website, to determine any requirements applicable to Associate per this Contract.

o. Notification of Breach. During the term of this Contract, Associate shall notify CE within two (2) business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall not initiate notification to affected individuals per the HIPAA Rules without prior notification and approval of CE. Information provided to CE shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

p. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; and (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

q. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

r. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. Section 164.522, Associate will restrict the use or disclosure of an individual's Protected Information. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

### 3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes. CE maintains a copy of its Notice of Privacy Practices on its website. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent that it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation.. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services. If Associate knows of a pattern of activity or practice of a Subcontractor or

agent that constitutes a material breach or violation of the Subcontractor's or agent's obligations under the written agreement between Associate and the Subcontractor or agent, Associate shall take reasonable steps to cure such breach or end such violation, if feasible.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of the HIPAA Rules or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of the HIPAA Rules or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or Subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such Protected Information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its Subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No Waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contractor the HIPAA Rules will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to the HIPAA Rules relating to certification of its



security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with the HIPAA Rules or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of the HIPAA Rules and other applicable laws relating to the confidentiality, integrity, availability and security of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information and that it is Associate's responsibility to receive satisfactory written assurances from Associate's Subcontractors and agents. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of the HIPAA Rules or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section, or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any Subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of the HIPAA Rules or other laws relating to security and privacy or PHI, except where Associate or its Subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent

with the HIPAA Rules. This Contract supercedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

State/Covered Entity Representative:

Name: Christy Scott

Title: Program Director

Department and Division: Colorado Department of Human Services  
Office of Early Childhood

Address: 1575 Sherman Street, 1<sup>st</sup> Floor  
Denver, CO 80203

Contractor/Business Associate Representative:

Name: Kent Dyson

Title: \_\_\_\_\_

Department and Division: Developmental Pathways, Inc.

Address: 325 Inverness Drive South  
Englewood, CO 80112

## ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract dated March 29, 2016, between the Department of Human Services, Office of Early Childhood and Developmental Pathways, Inc., contract number 17 IHIA 89193 ("Contract") and is effective as of July 1, 2016 (the "Attachment Effective Date"). This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows: \_\_\_\_\_  
None except as otherwise directed in writing by the State.

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows: \_\_\_\_\_  
None except as otherwise directed in writing by the State.

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract: \_\_\_\_\_  
None except as otherwise directed in writing by the State.

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt: \_\_\_\_\_  
Upon the effective date of the contract.

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information: \_\_\_\_\_  
As may be directed in writing by the State.

6. Additional Terms. *[This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]*  
None.

## Tiered Provisions

### Privacy Insurance

If this Contract includes a HIPAA Business Associates Addendum exhibit, Contractor shall obtain and maintain during the term of this Contract liability insurance covering all loss of Protected Health Information data and claims based upon alleged violations of privacy rights through improper use or disclosure of Protected Health Information with minimum annual limits as follows:

1. Contractors with 10 or less clients and revenues of \$250,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$50,000.
2. Contractors with 25 or less clients and revenues of \$500,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$100,000.
3. Contractors with more than 25 clients and revenues of more than \$500,000 shall maintain limits on Privacy Liability Insurance of not less than \$1,000,000.

This provision modifies and takes precedence over any conflicting requirements in the Contract General Provisions relative to privacy insurance coverage by Contractor.

Community Centered Board  
FY 2016-17 Early Intervention Staff Contacts

Please complete the table and submit with the final contract.

Title	Name	Email	Phone
CCB Executive Director (Required)	Melanie Worley	M.Worley@dpcolo.org	303-858-2219
CCB Chief Finance Officer (Required)	Lloyd Sweet	L.Sweet@nmscolo.org	303-858-2304
Other Key Finance/Billing Staff (Optional)	Gerri Bowlin	g.bowlin@nmscolo.org	303-858-2050
Early Intervention Coordinator (Required)	Kent Dyson	k.dyson@dpcolo.org	303-858-2123
Data Coordinator (Required)	Ashley Furney	a.furney@dpcolo.org	303-858-2205
Procedural Safeguards Contact (Required. This should be the EI Coordinator except for those CCBs where the EI Coordinator is also a service coordinator or direct service provider for some or all children)	Kent Dyson	k.dyson@dpcolo.org	303-858-2123
Lead Service Coordinator (Optional)	Rachelle Stoddard	r.stoddard@dpcolo.org	303-858-2319

\* In addition to the information noted above, please attach the most current Local Interagency Coordinating Council membership list.



**COLORADO**  
Office of Early Childhood  
Department of Human Services

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

<b>Contractor Name</b>	Developmental Pathways
<b>Budget Period</b>	FY 16-17
<b>Project Name</b>	Early Intervention

<b>Program Contact Name, Title, Phone and Email</b>	Melanie Worley, CEO m.worley@dpcolo.org 303-858-2219
<b>Fiscal Contact Name, Title, Phone and Email</b>	Lloyd Sweet, CFO lloydsweet@developmentalpathways.org 303-360-6600

<b>Expenditure Categories</b>	
<b>State General Funds Service Coordination</b>	<b>FY 2017</b>
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.	\$1,274,626
<b>State General Fund - Direct Services</b>	<b>FY 2017</b>
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.	\$4,917,286
<b>State General Fund - Operations</b>	<b>FY 2017</b>
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.	\$388,313
<b>State General Fund - Indirect (10%)</b>	<b>FY 2017</b>
Description of Work	Funding Amount
Indirect costs calculated at 10% of total direct costs.	\$658,023
<b>Federal Part C Funds - Direct Services</b>	<b>FY 2016</b>
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	\$844,440
<b>Federal Part C Funds - Operations</b>	<b>FY 2016</b>
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.	\$206,135
<b>Federal Part C Funds- Indirect (10%)</b>	<b>FY 2017</b>
Description of Work	Funding Amount
Indirect costs calculated at 10% of total direct costs.	\$129,560
<b>Federal Part C Funds - Service Coordination</b>	<b>FY 2016</b>
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	\$166,404
<b>Federal Part C Funds - Referred Evaluated Not Eligible (RENE)</b>	<b>FY 2016</b>
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	\$78,624
<b>TOTAL</b>	<b>\$8,663,411</b>

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

## SAMPLE OPTION LETTER

Date:	Original Contract CMS #:	Option Letter #	CMS Routing #
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- 1) **OPTIONS:** Choose all applicable options listed in §1 and in §2 and delete the rest.
- Option to renew only (*for an additional term*)
  - Change in the amount of goods within current term
  - Change in amount of goods in conjunction with renewal for additional term
  - Level of service change within current term
  - Level of service change in conjunction with renewal for additional term
- 2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:
- For use with Options 1(a-e):** In accordance with Section(s) \_\_\_\_\_ of the Original Contract between the State of Colorado, Insert Name of Department or Higher Ed Institution, and Contractor's Name, the State hereby exercises its option for an additional term beginning Insert start date and ending on Insert ending date at a cost/price specified in Section \_\_\_\_\_, AND/OR an increase/decrease in the amount of goods/services at the same rate(s) as specified in Identify the Section, Schedule, Attachment, Exhibit etc.
  - For use with all Options 1(a-e):** The amount of the current Fiscal Year contract value is increased/decreased by \$ amount of change to a new contract value of Insert New \$ Amt to as consideration for services/goods ordered under the contract for the current fiscal year indicate Fiscal Year. The first sentence in Section \_\_\_\_\_ is hereby modified accordingly. The total contract value including all previous amendments, option letters, etc. is Insert New \$ Amt.
- 3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

STATE OF COLORADO  
John W. Hickenlooper, Governor  
Department of Human Services  
Reggie Bicha, Executive Director

By: Insert Name & Title of Person Signing for Agency or IHE

Date: \_\_\_\_\_

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER  
Robert Jaros, CPA, MBA, JD

By: \_\_\_\_\_

Insert Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval

Date: \_\_\_\_\_

## EXHIBIT H - Supplemental Provisions for Federal Awards

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. Contractor: Developmental Pathways, Inc.;
- ii. Contractor DUNS number: 069716934;
- iii. The Federal Award Identification Number (FAIN) is TBD;
- iv. The Federal award date is TBD;
- v. The subaward period of performance start date is July 1, 2015 and end date is September 30, 2016;
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Contractor	Total amount of the Federal award
FY17	1,425,163	1,425,163	\$6,925,712

- vii. Federal award project description: 84.181 A Infants and Toddlers with Disabilities;
  - viii. The name of the Federal awarding agency is United States Department of Education, Office of Special Education and Rehabilitation Services; 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 Melody Musgrove, Ed.D., Director, Office of Special Education Programs, 400 Maryland Avenue, SW, Washington, DC 20202;
  - 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 \$6,925,712;
  - 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 Contractor 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 and Exhibit A - Statement of Work for Early Intervention Services.
- 3) Any additional requirements that CDHS imposes on Contractor 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 and Exhibit A - Statement of Work for Early Intervention Services.
- 4) The approved federally recognized indirect cost rate negotiated between Contractor and the Federal government or, if no such rate exists, either a rate negotiated between CDHS and Contractor (in compliance with this Part), or a de minimis indirect cost rate as defined in 2 CFR §200.414 Indirect (F&A) costs, paragraph (b) of this Part, is de minimis indirect rate.
- 5) Contractor must permit CDHS and auditors to have access to Contractor'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 Exhibit A - Statement of Work for Early Intervention Services.
- 7) **Performance and Final Status.** Contractor 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 Contractor's performance and the final status of Contractor's obligations hereunder.

### 8) Matching Funds



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

i. ☒ Contractor is not required to provide matching funds.

ii. ☐ Contractor shall provide matching funds as stated in N/A. Contractor 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. Contractor'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 Contractor and paid into the Contractor's treasury or bank account. Contractor 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. Contractor 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 Contractor. Contractor shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Contractor'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 Contractor expends \$750,000 or more in Federal Awards during Contractor's fiscal year, Contractor 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.** Contractor 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). Contractor may elect to have a program-specific audit if Contractor 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 Contractor expends less than \$750,000 in Federal Awards during its fiscal year, Contractor 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. **Contractor Compliance Responsibility.** Contractor 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. Contractor 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.** Contractor 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.** Contractor 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 Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 13) **Procurement Procedures.** Contractor 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 Contractor 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 Contractor fails to meet a requirement of the Federal award. Contractor 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.** Contractor shall close out this Contract within 90 days after the End Date. Contract close out entails submission to CDHS by Contractor of all documentation defined as a deliverable in this Contract, and Contractor'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 Contractor's failure to submit required documentation that CDHS has requested from Contractor, then Contractor 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