


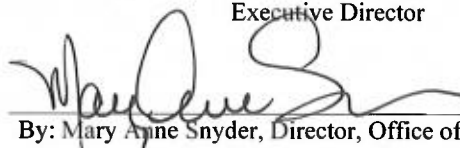
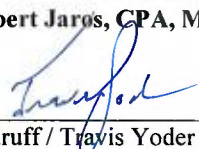
CONTRACT AMENDMENT #5

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Office of Early Childhood 1575 Sherman Street, 1 st Floor Denver, CO 80203	Original Contract Number 17 IHIA 89193
Contractor Developmental Pathways, Inc. 325 Inverness Drive South Englewood, CO 80112	Amendment Contract Number 19 IHIA 112921
Current Contract Maximum Amount Initial Term State Fiscal Year 2017 \$9,209,413 Extension Terms State Fiscal Year 2018 \$10,533,824 State Fiscal Year 2019 \$5,149,373* *An appropriation for Early Intervention Direct Services General Accounting Encumbrance (GAE) is hereby added to this contract. The maximum amount payable for GAE is subject to appropriated funds, not to exceed \$15,000,000, which is split among other Early Intervention (EI) vendors. See Exhibit I, Section 11. Early Intervention Direct Services General Accounting Encumbrance (GAE). Total for All State Fiscal Years \$24,892,610*	Contract Performance Beginning Date July 1, 2016 Current Contract Expiration Date June 30, 2019

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Developmental Pathways, Inc.  By: Melanie Worley, Chief Executive Officer Date: <u>10/26/2018</u>	STATE OF COLORADO John W. Hickenlooper, Governor Reggie Bicha Executive Director  By: Mary Anne Snyder, Director, Office of Early Childhood Date: <u>11/06/18</u>
In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD  By: _____ Clint Woodruff / Travis Yoder / Andrea Eurich Amendment Effective Date: <u>December 5 2018</u>	

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or October 1, 2018, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

Provide early intervention services to eligible infants, toddlers, and their families, which are provided in accordance with Section 27-10.5-701, C.R.S. and Rules and Regulations 12 CCR 2509-10, Sections 7.900-7.994, as currently exist or may hereafter be promulgated or amended, and federal regulations, 34 C.F.R., Part 303, Early Intervention Program for Infants and Toddlers with Disabilities. This Amendment decreases the Contract amount for Fiscal Year 19 (FY19); adds a General Accounting Encumbrance for Direct Services; and amends Exhibits F, H, and I.

5. MODIFICATIONS

The Contract and all prior amendments thereto (Original Contract 17 IHIA 89193; Amendment #1 CMS 17 IHIA 96841; Amendment #2 CMS 17 IHIA 98473; Amendment #3 CMS 18 IHIA 100805; Amendment #4 CMS 18 IHIA 104370; Option Letter #1 CMS 18 IHIA 107646; Option Letter #2 CMS 18 IHIA 108314; Option Letter #3 CMS 18 IHIA 108641; Option Letter #4 CMS 18 IHIA 109882; and Option Letter #5 CMS 19 IHIA 111000) are modified as follows:

A. Decrease Contract Maximum Amount for Fiscal Year 19 by \$5,384,451 from \$10,533,824 to \$5,149,373* and the Total for All State Fiscal Years from \$30,277,061 to \$24,892,610*

- i. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- ii. An appropriation for Direct Services (DS) General Accounting Encumbrance (GAE) is hereby added to this contract. The maximum amount payable for DS GAE is

subject to appropriated funds, not to exceed \$15,000,000, which is split among other Early Intervention (EI) vendors. See Exhibit I, Section 11. Direct Services General Accounting Encumbrance (GAE).

B. Exhibit F – Budget

Exhibit F – Amendment #5, which is attached and incorporated into this Amendment, shall be added to Exhibit F of the Original Contract.

C. Exhibit H – Supplemental Provisions for Federal Awards

Exhibit H – Amendment #5, which is attached and incorporated into this Amendment, shall replace Exhibit H – Option Letter #5.

D. Exhibit I – Additional Provisions

Exhibit I – Amendment #5, which is attached and incorporated into this Amendment, shall place Exhibit I of the Original Contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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



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

Contractor Name	Developmental Pathways, Inc.
Budget Period	July 1, 2018 - June 30, 2019
Project Name	Early Intervention Colorado
Counties Served	Arapahoe, Douglas and Adams

Program Contact Name, Title Phone Email	Kent Dyson 303-858-2123 k.dyson@dpcolo.org
Fiscal Contact Name, Title Phone Email	Karen Flores 303-858-2301 k.flores@NMISC.org
Funded Caseload	2369

*See Early Intervention General Accounting Encumbrance (GAE) for Direct Services which is split among other Early Intervention Community Centered Boards pursuant to Exhibit I, Section 11.

Expenditure Categories										
Personnel Services - Salaried Employees					FY 2018-2019					
Position Title	Description of Work and What is Included in Fringe Benefits	Gross or Annual Salary	Fringe	Percent of Time on Project	TCM	EIST	Public Insurance	Other Funding Source	CDHS Funding (EI)	Total of All Funding Sources
	No costs shall be reimbursed by CDHS for this category.				\$0	\$0	\$0	\$0	\$0	\$0
		Service Coordination								
VICE PRESIDENT OF PROGRAMS & SERVICES	Vice President handles the Community Outreach and Early Intervention Programs. Early Intervention program-related functions equates to 50%. The VP is dedicated to this program, with 30% of their time spent on Service Coordination and 20% of their time spent on Direct Services. This position is specific to Early Intervention and not the whole agency. The VP is an integral part of the EI program. Supervises the EI Director. Fringe includes: Health, life and dental insurance and 401K match.	140,440	30,897	30%	\$0	\$0	\$0	\$0	\$0	\$51,401
DIRECTOR OF EARLY CHILDHOOD	Early Intervention has one director, dedicated to this program, with 50% of their time spent on Service Coordination and 50% of their time spent on Direct Services. This position is specific to Early Intervention and not the whole agency. Provides administration for the EI Dept., supervises 3 Associate Directors, Fringe includes: Health, life and dental insurance and 401K match.	98,633	21,699	50%	\$0	\$0	\$0	\$0	\$0	\$60,166
ASSOCIATE DIRECTOR #1	Supervises 4 Program managers. Fringe includes: Health, life and dental insurance and 401K match.	72,100	15,862	100%	\$14,954	\$2,667	\$0	\$0	\$0	\$87,962
ASSOCIATE DIRECTOR #2	Supervises 4 Program managers. Fringe includes: Health, life and dental insurance and 401K match.	64,890	14,276	100%	\$13,458	\$2,667	\$0	\$0	\$0	\$79,166
PROGRAM ADMINISTRATOR	Performs Administrative Support functions, Fringe includes: Health, life and dental insurance and 401K match.	39,817	8,760	100%	\$8,258	\$2,667	\$0	\$0	\$0	\$48,577
PROGRAM MANAGER #1	Supervises Service Coordinators. Fringe includes: Health, life and dental insurance and 401K match.	52,912	11,641	100%	\$10,974	\$2,667	\$0	\$0	\$0	\$64,553
PROGRAM MANAGER #2	Oversees, plans and coordinates SC and Dept. trainings. Fringe includes: Health, life and dental insurance and 401K match.	50,392	11,086	100%	\$10,451	\$2,667	\$0	\$0	\$0	\$61,478
PROGRAM MANAGER #3	Supervises Service Coordinators. Fringe includes: Health, life and dental insurance and 401K match.	51,904	11,419	100%	\$10,765	\$2,667	\$0	\$0	\$0	\$63,323
PROGRAM MANAGER #4	Supervises Service Coordinators. Fringe includes: Health, life and dental insurance and 401K match.	50,882	11,194	100%	\$10,553	\$2,667	\$0	\$0	\$0	\$62,076

Personnel Services - Salaried Employees										FY 2018-2019				Total of All Funding Sources
Position Title	Description of Work and What is Included in Fringe Benefits	Gross or Annual Salary	Fringe	Percent of Time on Project	TCM	EIST	Public Insurance	Other Funding Source	CDHS Funding (EI)					
PROGRAM MANAGER #5	Supervises Service Coordinators. Fringe includes: Health, life and dental insurance and 401K match	56,806	12,497	100%	\$11,782	\$2,667	\$0	\$0	\$54,854	\$69,303				
PROGRAM MANAGER #6	Supervises Service Coordinators. Fringe includes: Health, life and dental insurance and 401K match	58,830	12,943	100%	\$12,201	\$2,667	\$0	\$0	\$56,905	\$71,773				
PROGRAM MANAGER #7	Supervises Service Coordinators. Fringe includes: Health, life and dental insurance and 401K match	50,058	11,013	100%	\$10,382	\$2,667	\$0	\$0	\$48,022	\$61,071				
PROGRAM MANAGER #8	Supervises Service Coordinators. Fringe includes: Health, life and dental insurance and 401K match	52,274	11,500	100%	\$10,842	\$2,667	\$0	\$0	\$50,265	\$63,774				
EI SUPPORT SPECIALIST #1	Performs Administrative Support functions, Fringe includes: Health, life and dental insurance and 401K match	36,924	8,123	100%	\$7,658	\$2,667	\$0	\$0	\$34,722	\$45,047				
EI SUPPORT SPECIALIST #2	Performs Administrative Support functions, Fringe includes: Health, life and dental insurance and 401K match	36,192	7,962	100%	\$7,506	\$2,667	\$0	\$0	\$33,981	\$44,154				
BILLING COORDINATOR	Performs Administrative Support functions, Fringe includes: Health, life and dental insurance and 401K match	36,558	8,043	100%	\$7,582	\$2,667	\$0	\$0	\$34,352	\$44,601				
BILINGUAL SENIOR COORDINATOR #1	Coordinates EI Services for families. Receives a bilingual stipend. Fringe includes: Health, life and dental insurance and a 401K match.	45,775	10,071	100%	\$9,494	\$2,667	\$0	\$0	\$43,685	\$55,846				
BILINGUAL SENIOR COORDINATOR #2	Coordinates EI Services for families. Receives a bilingual stipend. Fringe includes: Health, life and dental insurance and a 401K match.	47,413	10,431	100%	\$9,833	\$2,667	\$0	\$0	\$45,344	\$57,844				
SPANISH LANGUAGE INTERPRETER	Provides written and verbal interpretation services. Fringe includes: Health, life and dental insurance and a 401K match	43,345	9,536	100%	\$8,990	\$2,667	\$0	\$0	\$41,224	\$52,881				
BILINGUAL COORDINATOR #1	Coordinates EI Services for families. Receives a bilingual stipend. Fringe includes: Health, life and dental insurance and a 401K match.	35,401	7,788	100%	\$7,342	\$2,667	\$0	\$0	\$33,180	\$43,189				
BILINGUAL COORDINATOR #2	Coordinates EI Services for families. Receives a bilingual stipend. Fringe includes: Health, life and dental insurance and a 401K match.	33,936	7,466	100%	\$7,038	\$2,667	\$0	\$0	\$31,697	\$41,402				
BILINGUAL COORDINATOR #3	Coordinates EI Services for families. Receives a bilingual stipend. Fringe includes: Health, life and dental insurance and a 401K match.	39,527	8,696	100%	\$8,198	\$2,667	\$0	\$0	\$37,358	\$48,223				
BILINGUAL COORDINATOR #4	Coordinates EI Services for families. Receives a bilingual stipend. Fringe includes: Health, life and dental insurance and a 401K match.	37,329	8,212	100%	\$7,742	\$2,667	\$0	\$0	\$35,132	\$45,541				
BILINGUAL COORDINATOR #5	Coordinates EI Services for families. Receives a bilingual stipend. Fringe includes: Health, life and dental insurance and a 401K match.	33,936	7,466	100%	\$7,038	\$2,667	\$0	\$0	\$31,697	\$41,402				
BILINGUAL COORDINATOR #6	Coordinates EI Services for families. Receives a bilingual stipend. Fringe includes: Health, life and dental insurance and a 401K match.	34,398	7,568	100%	\$7,134	\$2,667	\$0	\$0	\$32,165	\$41,966				
SENIOR COORDINATOR #1	Coordinates EI Services for families. Assists with new SC training and mentoring. Fringe includes: Health, life and dental insurance and a 401K match.	45,524	10,015	100%	\$9,442	\$2,667	\$0	\$0	\$43,430	\$55,539				
SENIOR COORDINATOR #2	Coordinates EI Services for families. Assists with new SC training and mentoring. Fringe includes: Health, life and dental insurance and a 401K match.	40,009	8,802	100%	\$8,298	\$2,667	\$0	\$0	\$37,846	\$48,811				
SENIOR COORDINATOR #3	Coordinates EI Services for families. Assists with new SC training and mentoring. Fringe includes: Health, life and dental insurance and a 401K match.	44,733	9,841	100%	\$9,278	\$2,667	\$0	\$0	\$42,629	\$54,574				
SENIOR COORDINATOR #4	Coordinates EI Services for families. Assists with new SC training and mentoring. Fringe includes: Health, life and dental insurance and a 401K match.	42,130	9,269	100%	\$8,738	\$2,667	\$0	\$0	\$39,994	\$51,399				
SENIOR COORDINATOR #5	Coordinates EI Services for families. Assists with new SC training and mentoring. Fringe includes: Health, life and dental insurance and a 401K match	44,290	9,744	100%	\$9,186	\$2,667	\$0	\$0	\$42,181	\$54,034				

Personnel Services - Salaried Employees										
Position Title	Description of Work and What is Included in Fringe Benefits	Gross or Annual Salary	Fringe	Percent of Time on Project	FY 2018-2019					
					TCM	EIST	Public Insurance	Other Funding Source	CDHS Funding (EI)	Total of All Funding Sources
EI COORDINATOR #1	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	34,707	7,636	100%	\$7,198	\$2,667	\$0	\$0	\$32,478	\$42,343
EI COORDINATOR #2	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	41,629	9,158	100%	\$8,634	\$2,667	\$0	\$0	\$39,486	\$50,787
EI COORDINATOR #3	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	37,117	8,166	100%	\$7,698	\$2,667	\$0	\$0	\$34,918	\$45,283
EI COORDINATOR #4	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	35,902	7,898	100%	\$7,446	\$2,667	\$0	\$0	\$33,687	\$43,800
EI COORDINATOR #5	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	34,938	7,686	100%	\$7,246	\$2,667	\$0	\$0	\$32,711	\$42,624
EI COORDINATOR #6	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	41,764	9,188	100%	\$8,662	\$2,667	\$0	\$0	\$39,623	\$50,952
EI COORDINATOR #7	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	37,638	8,280	100%	\$7,806	\$2,667	\$0	\$0	\$35,445	\$45,918
EI COORDINATOR #8	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	38,544	8,480	100%	\$7,994	\$2,667	\$0	\$0	\$36,363	\$47,024
EI COORDINATOR #9	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	38,544	8,480	100%	\$7,994	\$2,667	\$0	\$0	\$36,363	\$47,024
EI COORDINATOR #10	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	37,599	8,272	100%	\$7,798	\$2,667	\$0	\$0	\$35,406	\$45,871
EI COORDINATOR #11	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	33,936	7,466	100%	\$7,038	\$2,667	\$0	\$0	\$31,697	\$41,402
EI COORDINATOR #12	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	37,830	8,323	100%	\$7,846	\$2,667	\$0	\$0	\$35,640	\$46,153
EI COORDINATOR #13	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	41,552	9,141	100%	\$8,618	\$2,667	\$0	\$0	\$39,408	\$50,693
EI COORDINATOR #14	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	34,861	7,669	100%	\$7,230	\$2,667	\$0	\$0	\$32,633	\$42,530
EI COORDINATOR #15	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	23,888	5,255	100%	\$4,954	\$2,667	\$0	\$0	\$21,522	\$29,143
EI COORDINATOR #16	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	33,936	7,466	100%	\$7,038	\$2,667	\$0	\$0	\$31,697	\$41,402
EI COORDINATOR #17	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	35,131	7,729	100%	\$7,286	\$2,667	\$0	\$0	\$32,907	\$42,860
EI COORDINATOR #18	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	35,671	7,848	100%	\$7,398	\$2,667	\$0	\$0	\$33,454	\$43,519
EI COORDINATOR #19	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	38,563	8,484	100%	\$7,998	\$2,667	\$0	\$0	\$36,382	\$47,047
EI COORDINATOR #20	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	37,830	8,323	100%	\$7,846	\$2,667	\$0	\$0	\$35,640	\$46,153
EI COORDINATOR #21	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	37,522	8,255	100%	\$7,782	\$2,667	\$0	\$0	\$35,328	\$45,777
EI COORDINATOR #22	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	36,384	8,004	100%	\$7,546	\$2,667	\$0	\$0	\$34,175	\$44,388
EI COORDINATOR #23	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	35,189	7,742	100%	\$7,298	\$2,667	\$0	\$0	\$32,966	\$42,931
EI COORDINATOR #24	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	35,844	7,886	100%	\$7,434	\$2,667	\$0	\$0	\$33,629	\$43,730

Personnel Services - Salaried Employees										FY 2018-2019				CDHS		Total of All Funding Sources
Position Title	Description of Work and What is Included in Fringe Benefits	Gross or Annual Salary	Fringe	Percent of Time on Project	TCM	EIST	Public Insurance	Other Funding Source	Funding (EI)							
Service Coordination																
EI COORDINATOR #25	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	37,985	8,357	100%	\$7,878	\$2,667	\$0	\$0	\$35,797	\$46,342						
EI COORDINATOR #26	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	38,293	8,424	100%	\$7,942	\$2,667	\$0	\$0	\$36,108	\$46,717						
EI COORDINATOR #27	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	38,100	8,382	100%	\$7,902	\$2,667	\$0	\$0	\$35,913	\$46,482						
EI COORDINATOR #28	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	36,153	7,954	100%	\$7,498	\$2,667	\$0	\$0	\$33,942	\$44,107						
EI COORDINATOR #29	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	28,966	6,373	100%	\$6,008	\$2,667	\$0	\$0	\$26,664	\$35,339						
EI COORDINATOR #30	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	35,883	7,894	100%	\$7,442	\$2,667	\$0	\$0	\$33,668	\$43,777						
EI COORDINATOR #31	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	40,337	8,874	100%	\$8,366	\$2,667	\$0	\$0	\$38,178	\$49,211						
EI COORDINATOR #32	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	45,852	10,087	100%	\$9,510	\$2,667	\$0	\$0	\$43,762	\$55,939						
EI COORDINATOR #33	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	36,211	7,966	100%	\$7,510	\$2,667	\$0	\$0	\$34,000	\$44,177						
EI COORDINATOR #34	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	36,789	8,094	100%	\$7,630	\$2,667	\$0	\$0	\$34,586	\$44,883						
EI COORDINATOR #35	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	37,830	8,323	100%	\$7,846	\$2,667	\$0	\$0	\$35,640	\$46,153						
EI COORDINATOR #36	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	37,657	8,285	100%	\$7,810	\$2,667	\$0	\$0	\$35,465	\$45,942						
EI COORDINATOR #37	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	33,936	7,466	100%	\$7,038	\$2,667	\$0	\$0	\$31,697	\$41,402						
SENIOR COORDINATOR #6	Coordinates EI Services for families. Assists with new SC training and mentoring. Fringe includes: Health, life and dental insurance and a 401K match	50,058	11,013	100%	\$10,382	\$2,667	\$0	\$0	\$48,022	\$61,071						
INTAKE COORDINATOR #1	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	36,057	7,933	100%	\$7,478	\$0	\$0	\$0	\$36,512	\$43,990						
INTAKE COORDINATOR #2	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	40,723	8,959	100%	\$8,446	\$0	\$0	\$0	\$41,236	\$49,682						
INTAKE COORDINATOR #3	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	43,268	9,519	100%	\$8,974	\$0	\$0	\$0	\$43,813	\$52,787						
SENIOR COORDINATOR #6	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	45,601	10,032	100%	\$9,458	\$2,667	\$0	\$0	\$43,508	\$55,633						
SENIOR COORDINATOR #7	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	45,003	9,901	100%	\$9,334	\$2,667	\$0	\$0	\$42,903	\$54,904						
EI COORDINATOR #38	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	38,428	8,454	100%	\$7,970	\$2,667	\$0	\$0	\$36,245	\$46,882						
EI COORDINATOR #39	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	38,428	8,454	100%	\$7,970	\$2,667	\$0	\$0	\$36,245	\$46,882						
EI COORDINATOR #40	Coordinates EI Services for families. Fringe includes: Health, life and dental insurance and a 401K match	38,428	8,454	100%	\$7,970	\$2,667	\$0	\$0	\$36,245	\$46,882						
BEHAVIORAL ANALYST	Provides behavioral support. Fringe includes: Health, life and dental.	67,000	14,740	100%	\$13,896	\$2,667	\$0	\$0	\$65,177	\$81,740						
BILINGUAL COORDINATOR #7	Coordinates EI Services for families. Receives a bilingual stipend. Fringe includes: Health, life and dental insurance and a 401K match.	37,140	8,171	100%	\$7,703	\$2,667	\$0	\$0	\$34,941	\$45,311						

Personnel Services - Salaried Employees						FY 2018-2019					CDHS	
Position Title	Description of Work and What is Included in Fringe Benefits	Gross or Annual Salary	Fringe	Percent of Time on Project	TCM	EST	Public Insurance	Other Funding Source	Funding (EI)	Total of All Funding Sources		
VICE PRESIDENT OF PROGRAMS & SERVICES	Vice President handles the Community Outreach and Early Intervention Programs. Early intervention program-related functions equates to 50%. The VP is dedicated to this program, with 30% of their time spent on Service Coordination and 20% of their time spent on Direct Services. This position is specific to Early Intervention and not the whole agency. The VP is an integral part of the EI program. Supervises the EI Director. Fringe includes: Health, life and dental insurance and 401K match.	140,440	30,897	20%		\$0	\$4,152	\$0	\$0	\$30,115	\$34,267	
DIRECTOR OF EARLY CHILDHOOD	Early intervention has one director, dedicated to this program, with 50% of their time spent on Service Coordination and 50% of their time spent on Direct Services. This position is specific to Early Intervention and not the whole agency. Provides administration for the EI Dept., supervises 3 Associate Directors, Fringe includes: Health, life and dental insurance and 401K match.	98,633	21,699	50%		\$0	\$4,152	\$0	\$0	\$56,014	\$60,166	
ASSOCIATE DIRECTOR #3	Supervises 5 Program managers. Fringe includes : Health, life and dental insurance and 401K match.	63,860	14,049	100%		\$0	\$4,152	\$0	\$0	\$73,757	\$77,909	
PROGRAM MANAGER - BILLING	Oversees the EI Dept. provider billing process. Fringe includes: Health, life and dental insurance and 401K match	64,299	14,146	100%		\$0	\$4,152	\$0	\$0	\$74,293	\$78,445	
PROGRAM ADMINISTRATOR	Performs Administrative Support functions, Fringe includes: Health, life and dental insurance and 401K match	39,611	8,714	100%		\$0	\$4,152	\$0	\$0	\$44,173	\$48,325	
PROGRAM MANAGER #9	Supervises the internal DP team of EI therapists. Fringe includes: Health, life and dental insurance and 401K match	65,013	14,303	100%		\$0	\$4,152	\$0	\$0	\$75,164	\$79,316	
PROGRAM MANAGER #10	Supervises the internal DP team of EI therapists. Fringe includes: Health, life and dental insurance and 401K match	57,680	12,690	100%		\$0	\$4,152	\$0	\$0	\$66,218	\$70,370	
DIRECT SERVICE PROVIDER #1	Provides EI Direct Therapy Services. Fringe includes: Health, life and dental insurance and a 401 k match	\$43,152	9,493	100%		\$0	\$4,152	\$8,950	\$0	\$39,543	\$52,645	
DIRECT SERVICE PROVIDER #2	Provides EI Direct Therapy Services. Fringe includes: Health, life and dental insurance and a 401 k match	\$65,925	14,504	100%		\$0	\$4,152	\$13,673	\$0	\$62,604	\$80,429	
DIRECT SERVICE PROVIDER #3	Provides EI Direct Therapy Services. Fringe includes: Health, life and dental insurance and a 401 k match	\$36,089	7,940	100%		\$0	\$4,152	\$7,485	\$0	\$32,392	\$44,029	
DIRECT SERVICE PROVIDER #4	Provides EI Direct Therapy Services. Fringe includes: Health, life and dental insurance and a 401 k match	\$36,442	8,017	100%		\$0	\$4,152	\$7,558	\$0	\$32,749	\$44,459	
DIRECT SERVICE PROVIDER #5	Provides EI Direct Therapy Services. Fringe includes: Health, life and dental insurance and a 401 k match	\$71,070	15,635	100%		\$0	\$4,152	\$14,740	\$0	\$67,813	\$86,705	
DIRECT SERVICE PROVIDER #6	Provides EI Direct Therapy Services. Fringe includes: Health, life and dental insurance and a 401 k match	\$71,070	15,635	100%		\$0	\$4,152	\$14,740	\$0	\$67,813	\$86,705	
DIRECT SERVICE PROVIDER #7	Provides EI Direct Therapy Services. Fringe includes: Health, life and dental insurance and a 401 k match	\$33,569	7,385	100%		\$0	\$4,152	\$6,962	\$0	\$29,840	\$40,954	
DIRECT SERVICE PROVIDER #8	Provides EI Direct Therapy Services. Fringe includes: Health, life and dental insurance and a 401 k match	\$62,176	13,679	100%		\$0	\$4,152	\$12,895	\$0	\$58,808	\$75,855	
DIRECT SERVICE PROVIDER #9	Provides EI Direct Therapy Services. Fringe includes: Health, life and dental insurance and a 401 k match	\$61,250	13,475	100%		\$0	\$4,152	\$12,703	\$0	\$57,870	\$74,725	
DIRECT SERVICE PROVIDER #10	Provides EI Direct Therapy Services. Fringe includes: Health, life and dental insurance and a 401 k match	\$59,596	13,111	100%		\$0	\$4,152	\$12,360	\$0	\$56,195	\$72,707	
DIRECT SERVICE PROVIDER #11	Provides EI Direct Therapy Services. Fringe includes: Health, life and dental insurance and a 401 k match	\$69,739	15,343	100%		\$0	\$4,152	\$14,464	\$0	\$66,466	\$85,082	
DIRECT SERVICE PROVIDER #12	Provides EI Direct Therapy Services. Fringe includes: Health, life and dental insurance and a 401 k match	\$36,282	7,982	100%		\$0	\$4,152	\$7,525	\$0	\$32,587	\$44,264	

Personnel Services - Salaried Employees											FY 2018-2019					Total of All Funding Sources
Position Title	Description of Work and What is Included in Fringe Benefits	Gross or Annual Salary	Fringe	Percent of Time on Project	TCM	EIST	Public Insurance	Other Funding Source	CDHS Funding (EI)							
Direct Services																
DIRECT SERVICE PROVIDER #13	Provides EI Direct Therapy Services. Fringe includes: Health, life and dental insurance and a 401 k match	\$61,250	13,475	100%	\$0	\$4,152	\$12,703	\$0	\$57,870	\$74,725						
DIRECT SERVICE PROVIDER #14	Provides EI Direct Therapy Services. Fringe includes: Health, life and dental insurance and a 401 k match	\$51,418	11,312	100%	\$0	\$4,152	\$10,664	\$0	\$47,914	\$62,730						
Total Personnel Services (including fringe benefits)					\$646,866	\$281,883	\$157,422	\$0	\$4,205,306	\$5,291,477						
Contractors/Consultants (payments to third parties or entities)																
FY 2018-2019																
Item	Description of Item	Total Contractors/Consultants			TCM	EIST	Public Insurance	Other Funding Source	CDHS Funding (EI)	Total of All Funding Sources						
	No costs shall be reimbursed by CDHS for this category.				\$0	\$0	\$0	\$0	\$0	\$0						
Travel																
Item	Description of Item				TCM	EIST	Public Insurance	Other Funding Source	CDHS Funding (EI)	Total of All Funding Sources						
	No costs shall be reimbursed by CDHS for this category.				\$0	\$0	\$0	\$0	\$0	\$0						
Administration																
Service Coordination																
Mileage	Mileage costs for off site meetings or training associated with the EI program not to exceed the Federal mileage rate of \$0.545 cents per mile https://www.gsa.gov/travel-resources * Any out of state travel costs must be pre-approved by CDHS				0	0	0	0	\$50,000	\$50,000						
Direct Services																
Mileage	Mileage costs for off site meetings or training associated with the EI program not to exceed the Federal mileage rate of \$0.545 cents per mile https://www.gsa.gov/travel-resources * Any out of state travel costs must be pre-approved by CDHS				\$0	\$0	\$0	\$0	\$29,500	\$29,500						
Total Travel					\$0	\$0	\$0	\$0	\$79,500	\$79,500						
Supplies & Operating Expenses																
FY 2018-2019																
Name	Description of Item	Total Contractors/Consultants			TCM	EIST	Public Insurance	Other Funding Source	CDHS Funding (EI)	Total of All Funding Sources						
	No costs shall be reimbursed by CDHS for this category.				\$0	\$0	\$0	\$0	\$0	\$0						
Administration																
Service Coordination																
Staff Development and Training	Staff development and training consists of required training and professional development classes, meals and meeting space for staff meetings. A small portion of the budget is for reasonable costs associated with staff morale and recognition, related to health and employee relations. For our organization, we budget \$5 per month per employee for items such as team building, birthday celebrations and snacks/refreshments at meetings.				\$0	\$0	\$0	\$0	\$8,461	\$8,461						
Depreciation	Depreciation is allocated by occupancy square footage for each program/department for the Inverness building.				\$0	\$0	\$0	\$0	\$84,751	\$84,751						
Insurance	Insurance includes property coverage for our Inverness building and are allocated by occupancy square footage for each program/department.				\$0	\$0	\$0	\$0	\$7,086	\$7,086						
Utilities	Utilities (gas, electric, water, sewer) for the Inverness building. Utilities are allocated by occupancy square footage for each program/department.				\$0	\$0	\$0	\$0	\$8,550	\$8,550						
Janitorial	Janitorial includes cleaning of building and office space, trash, groundkeeping, snow removal and pest control				\$0	\$0	\$0	\$0	\$13,401	\$13,401						
Building Maintenance and Repairs	Maintenance and Repairs are general repairs of the Inverness building. If there is a repair or maintenance expense directly associated with a department it is specifically identified and charged accordingly. General repairs to the Inverness building are allocated by occupancy square footage for each program/department.				\$0	\$0	\$0	\$0	\$3,726	\$3,726						
Postage	Postage				\$0	\$0	\$0	\$0	\$2,599	\$2,599						

Supplies & Operating Expenses							
Name	Description of Item	FY 2018-2019				Total of All Funding Sources	
		TCM	EIST	Public Insurance	Other Funding Source		CDHS Funding (EI)
Service Coordination							
Common Shared Supplies	Common Shared Supplies (copy paper, pencils, pens, highlighters, folders and other commonly purchased office supplies)	\$0	\$0	\$0	\$0	\$4,332	\$4,332
External Printing Services	External Printing Services	\$0	\$0	\$0	\$0	\$1,040	\$1,040
Telephone	Telephone (desk phones, internet connection)	\$0	\$0	\$0	\$0	\$9,534	\$9,534
Equipment Lease	Equipment Lease (copiers)	\$0	\$0	\$0	\$0	\$8,665	\$8,665
Equipment and Furniture	Equipment and Furniture , not Capitalized	\$0	\$0	\$0	\$0	\$1,300	\$1,300
Computer Maintenance	Computer maintenance and IT support	\$0	\$0	\$0	\$0	\$11,200	\$11,200
Cell Phone	There are 63 employees in the Service Coordination department with cellular service and wireless network data plans, which is required to be a mobile workforce. This equates to \$81.81 per month per employee. This totals \$61,648.	\$0	\$0	\$0	\$0	\$61,848	\$61,848
Computer Equipment	Computer equipment, not capitalized (monitors, mouse, keyboards)	\$0	\$0	\$0	\$0	\$12,290	\$12,290
Direct Services							
Staff Development and Training	Staff development and training consists of required training and professional development classes, meals and meeting space for staff meetings. A small portion of the budget is for reasonable costs associated with staff morale and recognition, related to health and employee relations. For our organization, we budget \$5 per month per employee for items such as team building, birthday celebrations and snacks/refreshments at meetings.	\$0	\$0	\$0	\$0	\$15,021	\$15,021
Depreciation	Depreciation is allocated by occupancy square footage for each program/department for the Inverness building.	\$0	\$0	\$0	\$0	\$38,085	\$38,085
Insurance	Insurance includes property coverage for our Inverness building and are allocated by occupancy square footage for each program/department.	\$0	\$0	\$0	\$0	\$3,462	\$3,462
Utilities	Utilities (gas, electric, water, sewer) for the Inverness and Mississippi buildings. Utilities are allocated by occupancy square footage for each program/department.	\$0	\$0	\$0	\$0	\$5,600	\$5,600
Janitorial	Janitorial includes cleaning of building and office space, trash, groundkeeping, snow removal and pest control	\$0	\$0	\$0	\$0	\$7,048	\$7,048
Rent / External Lease	Rent/External Lease for Mississippi building location (based on square footage)	\$0	\$0	\$0	\$0	\$22,946	\$22,946
Building Maintenance and Repairs	Maintenance and Repairs are general repairs of the Inverness and Mississippi buildings. If there is a repair or maintenance expense directly associated with a department it is specifically identified and charged accordingly. General repairs to the Inverness and Mississippi buildings are allocated by occupancy square footage for each program/department.	\$0	\$0	\$0	\$0	\$1,775	\$1,775
Postage	Postage	\$0	\$0	\$0	\$0	\$1,995	\$1,995
Common Shared Supplies	Common Shared Supplies (copy paper, pencils, pens, highlighters, folders and other commonly purchased office supplies)	\$0	\$0	\$0	\$0	\$3,199	\$3,199
External Printing Services	External Printing Services	\$0	\$0	\$0	\$0	\$1,253	\$1,253
Telephone	Telephone (desk phones, internet connection)	\$0	\$0	\$0	\$0	\$7,465	\$7,465
Equipment Lease	Equipment Lease (copiers)	\$0	\$0	\$0	\$0	\$5,036	\$5,036
Equipment and Furniture	Equipment and Furniture , not Capitalized	\$0	\$0	\$0	\$0	\$619	\$619
Computer Maintenance	Computer maintenance and IT support	\$0	\$0	\$0	\$0	\$30,000	\$30,000
Cell Phone	There are 14 employees in the Direct Service department with cellular service. This equates to \$74.65 per month per employee. This totals \$12,541.	\$0	\$0	\$0	\$0	\$12,541	\$12,541
Computer Equipment	Computer equipment, not capitalized (monitors, mouse, keyboards)	\$0	\$0	\$0	\$0	\$3,700	\$3,700
Total Supplies & Operating		\$646,866	\$281,883	\$157,422	\$0	\$398,528	\$398,528
MODIFIED TOTAL DIRECT COSTS (MTDC)		\$646,866	\$281,883	\$157,422	\$0	\$4,683,334	\$5,769,505
Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.		\$646,866	\$281,883	\$157,422	\$0	\$4,660,388	\$5,746,559

Indirect Costs		FY 2018-2019						Total of All Funding Sources
Item	[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached] Description of Item	TCM	EIST	Public Insurance	Other Funding Source	CDHS Funding (ET)		
10% de minimis Indirect rate:	10% de minimis rate on MTDC elected by the agency for reimbursement	\$0	\$0	\$0	\$0	\$466,039	\$466,039	
Total Indirect		\$0	\$0	\$0	\$0	\$466,039	\$466,039	
TOTAL		\$646,866	\$281,883	\$157,422	\$0	\$5,149,373	\$6,235,544	

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

EXHIBIT H - Amendment #5 - Supplemental Provisions for Federal Awards

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

1) Federal Award Identification

- i. Subrecipient: **Developmental Pathways, Inc.;**
- ii. Subrecipient DUNS number: **069716934;**
- iii. The Federal Award Identification Number (FAIN) is **H181A170097;**
- iv. The Federal award date is **July 1, 2017;**
- v. The subaward period of performance start date is **July 1, 2017** and end date is **September 30, 2018;**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY19	\$756,958*	\$756,958* *An appropriation for Early Intervention Direct Services General Accounting Encumbrance (GAE) is hereby added to this contract. The maximum amount payable for DS GAE is subject to appropriated funds, not to exceed \$15,000,000, which is split among other Early Intervention (EI) vendors.	\$756,958*

- vii. Federal award project description: **84.181A Infants and Toddlers with Disabilities;**
 - viii. The name of the Federal awarding agency is **United States Department of Education;** the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS); and the contact information for the awarding official is **Mary Martin, Director, Division for Community and Family Support, 1575 Sherman Street, 1st Floor, Denver, CO 80203; maryw.martin@state.co.us, 303-866-5023;**
 - ix. The Catalog of Federal Domestic Assistance (CFDA) number is **84.181A**, name is **Special Education - Grants for Infants and Families with Disabilities**, and dollar amount is **\$7,309,914;**
 - x. This award is **not** for research & development;
 - xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.
- 2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in the **General Provisions; Exhibit A - Statement of Work for Early Intervention Services and Exhibit I - Additional Provisions.**
 - 3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in

the General Provisions; Exhibit A - Statement of Work for Early Intervention Services and Exhibit I - Additional Provisions.

- 4) Subrecipient's approved indirect cost rate is **the de minimis rate of 10 %**.
- 5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **the General Provisions; Exhibit A - Statement of Work for Early Intervention Services and Exhibit I - Additional Provisions.**
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than 30 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

8) Matching Funds

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

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

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

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

- i. **Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of CDHS. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from CDHS and CDHS approves in advance a program-specific audit.
- ii. **Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

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

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

- i. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”
- ii. 4.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- iii. Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- iv. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- v. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

- SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- vi. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDHS may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDHS may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDHS at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
- 15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDHS may terminate the Contract in accordance with the termination provisions in the Contract.
- 16) **Close Out.** Subrecipient shall close out this Contract within 90 days after the End Date. Contract close out entails submission to CDHS by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. CDHS shall withhold 5% of the allowable costs until all final project documentation has been submitted and accepted by State as substantially complete. If the project has not been closed by the Federal awarding agency within 1 year and 90 days after the End Date due to Subrecipient's failure to submit required documentation that CDHS has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
- 17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDHS to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

- A. The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.
- B. Payment shall be made on a cost reimbursement basis for services rendered.
- C. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDHS. Contractor shall request additional funds from the CDHS 60 days prior to projected depletion of contracted funds. CDHS shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- D. Timely Invoicing - Invoices shall be submitted no later than 45 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to CDHS_OEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.
- E. The Contractor shall maintain source documentation to support all payments requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.

- F. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- G. At no time will CDHS have the expectation that services be delivered without reimbursement.
- H. All services shall be billed to the appropriate funding sources, including Medicaid. If a hard denial is received, CDHS will be the payer of last resort.

5. OPTION LETTER

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

6. PARTICIPATION

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

7. SUPPLANTING

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

8. BUDGET CHANGES

Contractor may request in writing adjustments to the direct costs in the current year budget (**EXHIBIT B**) not to exceed 10% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Any change to the "Gross or Annual Salary" on the Budget shall be considered a rate change and shall require a formal amendment. Any change to personnel requires prior written approval from CDHS staff. Budget adjustment requests over 10% and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.

9. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

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

The State's exclusive rights in such work product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such

work product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written approval of the State.

10. SUBRECIPIENT

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

11. EARLY INTERVENTION DIRECT SERVICES GENERAL ACCOUNTING ENCUMBRANCE (GAE)

Payment for Early Intervention Direct Services to all contractors will be made as incurred, in whole or in part, from the total available funds not to exceed \$15,000,000 to be utilized for Direct Services that includes:

- Assistive Technology services;
- Audiology Services;
- Developmental Intervention Services;
- Health Services;
- Medical Services;
- Nursing Services;
- Nutrition Services;
- Occupational Therapy Services;
- Physical Therapy Services;
- Psychological Services;
- Sign Language and Cued Language Services;
- Social Emotional Services;
- Speech Language Pathology Services;
- Transportation Services;
- Vision Services;
- Evaluations;
- Co-pays;
- No-shows;
- Provider travel;
- Interpreter Services;
- IFSP meetings;
- Salaries and benefits for Direct Services;
- Teaming;
- Assessments;
- Telehealth

These funds support early intervention services to eligible infants, toddlers, and their families which are provided in accordance with Section 27-10.5-701, C.R.S.; federal regulations, 34 C.F.R., Part 303, Early Intervention Program for Infants and Toddlers with Disabilities; and Rules and Regulations 12 CCR 2509-10, Sections 7.900-7.994.

- A. In order to receive reimbursement for any Direct Services, Contractor shall submit a request for anticipated expenses into the data system for pre-approval. The request shall be made and approval received 30 days prior to the delivery of services.
- B. Contractor shall not bill costs related to the Contract Budget (**Exhibit F**) to the GAE.
- C. Invoices shall be submitted separately for pre-approved Early Intervention Direct Services expenditures.
- D. The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us.

12. CRITICAL INCIDENT REPORTING

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

and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

13. MANDATED REPORTING

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