



COLORADO
Department of Early Childhood

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p align="center">CONTRACTOR</p> <p align="center">Mountain Valley Developmental Services, Inc.</p> <p>DocuSigned by: <i>Sara Sims</i> 00F90292CA4E493...</p> <p>By: Sara Sims, Executive Director</p> <p>Date: <u>6/14/2022</u></p>	<p align="center">STATE OF COLORADO</p> <p align="center">Jared Polis, Governor Colorado Department of Early Childhood</p> <p>DocuSigned by: <i>Lisa Castiglia</i> F11A91F07B444C8...</p> <p>Signed: _____</p> <p>Printed Name: <u>Lisa Castiglia</u></p> <p>Title: <u>CFO, Office of Early Childhood</u></p> <p>Date: <u>6/14/2022</u></p>
---	--

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Toni Williamson
By: _____
D2A31DE8619C416...
Andrea Eurich / Janet Miks / Toni Williamson

Amendment Effective Date: 6/16/2022

-- Signature and Cover Pages End --



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 July 1, 2022, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

Mountain Valley Developmental Services, Inc. and shall serve as the fiscal agent for Rocky Mountain Early Childhood Council. Statutorily Early Childhood Councils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level supports for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels. This amendment extends the expiration date, increases funds for SFY23 services, and amends Exhibits A, B, F and G.

5. MODIFICATIONS

The Contract and all prior amendments thereto (Original Contract CMS 21 IHIA 159837; Amendment #1 CMS 21 IHIA 164858; Amendment #2 CMS 22 IHIA 167989; Amendment #3 CMS 22 IHIA 173193; Amendment #4 CMS 22 IHIA 173988) are modified as follows:

A. Extend the Contract Expiration Date from June 30, 2022 to June 30, 2023

The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.



B. Increase the Contract Amount for SFY23 by \$409,116 and Increases the Maximum Amount for All State Fiscal Years from \$559,914 to \$969,030.

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.

C. Exhibit A – Statement of Work

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

D. Exhibit B – Budget

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

E. Exhibit F – Additional Provisions

Exhibit F – Amendment #5, which is attached and incorporated by this Amendment, shall replace to Exhibit F – Amendment #3 of the Original Contract.

F. Exhibit G – Supplemental Provisions for Federal Awards

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

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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



STATEMENT OF WORK (SOW)
EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)
COLORADO SHINES QUALITY IMPROVEMENT (CSQI)
CHILD CARE RESOURCE AND REFERRAL (CCR&R)
FAMILY CHILD CARE HOME NAVIGATOR (FCCH-N)
EXPANDING QUALITY FOR INFANTS & TODDLERS (EQIT)

MOUNTAIN VALLEY DEVELOPMENTAL SERVICES, INC.
700 MT. SOPRIS DRIVE
PO BOX 338
GLENWOOD SPRINGS, CO 81601

AS FISCAL AGENT FOR:

ROCKY MOUNTAIN EARLY CHILDHOOD COUNCIL

JULY 1, 2022 – JUNE 30, 2023



INTRODUCTION/BACKGROUND

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

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

Mountain Valley Developmental Services, Inc. through the Rocky Mountain Early Childhood Council shall lead collaborative work in the rural resort region counties of Eagle, Garfield, Lake and Pitkin to further develop a seamless system serving children, families, and child care providers. The work of the Council shall promote measurable increases the quality, accessibility, and affordability of early childhood services.

SCOPE OF WORK

The Scope of Work shall include the legislated requirements identified in HB 07-1062 in addition to the Early Childhood Council Rules 7.717. This SOW shall also detail systems building activities in the 4 county region of Eagle, Garfield, Pitkin and Lake Counties.

PERIOD OF PERFORMANCE

July 1, 2022 – June 30, 2023

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



SYSTEMS BUILDING WORK PLAN

OUTCOMES, BENCHMARKS, AND MILESTONES

Outcome statement:	Maintain full compliance with requirements and guidelines set forth by state legislation and Early Childhood Council rules.				
Key Activity A: Apply for early childhood funding pursuant to § 26-6.5-104					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Annually submit budgets, amendments and updated Scopes of Work to the state for continued funding	Annually	Annual funding secured	Submitted budgets and scopes of work	Council Director	Personnel Systems Building (SB)
Key Activity B: Develop and execute a strategic plan that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity and affordability of early childhood services for children and families					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Annually revise and update the Council's Strategic Plan	Annually	Updated goals, objectives and milestones in strategic plan	Plan approved by the Council and submitted to CDEC annually	Council Director	Personnel SB
Key Activity C: Establish a local system of accountability to measure local progress based on the needs and goals set for program performance					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Annually conduct a comprehensive evaluation and report on the results of the accountability measurements defined in the Strategic Plan	Annually	Evaluation and Annual Report	Report submitted and approved by the Council and state	Council Director	Personnel SB
Report on the collective impact of Council work	Annually; July	Approved Evaluation and Report	Annual report submitted to CDEC and Council Dashboard is used as a public way to share collective impact	Council Director	Personnel SB
Key Activity D: Maintain current record of council governance structure and submit to the state annually					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Update membership list.	Ongoing	Membership list	Membership list reflects current members and updated contact information	Council Director	Personnel SB
Maintain a fiscal agent to disburse funds and serve as the employer of the Council staff	Ongoing	Fiscal Agent in place and is also employer of Council staff	Fiscal Agent in place is also employer of Council Staff	Council Director Steering Committee Mountain Valley	Personnel SB
Maintain key staff	Ongoing	Council staff in place	RMECC is fully staffed and able to achieve goals	Council Director RMECC Steering Committee	Personnel SB
Establish and maintain RMECC bylaws	Ongoing	Annually updated and approved bylaws are in place	Bylaws are in place and are in compliance with Council and business rules	Council Director	Personnel SB



SYSTEMS BUILDING WORK PLAN

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Develop, monitor, and review budget and fiscal activities of RMECC.	Monthly and annual	Monthly financial performance is on budget in accordance with allowable activities and expenses RMECC funds are part of MVDS Independent Audit	Independent Audit Report Financial accountability is maintained	Council Director Mountain Valley Developmental Services	Personnel SB

SCHEDULE/MILESTONES

The Rocky Mountain Early Childhood Council shall collect data at least 4 times per year on the milestones for this project. Milestones include the following:

- Annual evaluation and RMECC report submitted annually in July.
- All business operations are in place, regularly monitored.

ACCEPTANCE CRITERIA

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



STATEMENT OF WORK (SOW)

COLORADO SHINES QUALITY IMPROVEMENT SUPPORTS

INTRODUCTION/BACKGROUND

The Rocky Mountain Early Childhood Council shall lead collaborative work in the rural resort region counties of Eagle, Garfield, Lake and Pitkin to further develop a seamless system serving children, families, and childcare providers. The work of the Council shall promote measurable increases the quality, accessibility, and affordability of early childhood services.

SCOPE OF WORK

The Scope of Work shall include activities and deliverables related to implementing the Colorado Shines Quality Improvement Supports funding in the 4 county region of Eagle, Garfield, Pitkin and Lake Counties.

PERIOD OF PERFORMANCE

July 1, 2022 – June 30, 2023

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



COLORADO SHINES QI BASE - WORK PLAN

OUTCOMES, BENCHMARKS, AND MILESTONES

Outcome statement:	Improve equitable access to learning experiences and child care environments that are high quality, developmentally appropriate, and affordable by increasing the programs that have a Colorado Shines rating at Level – 2 or higher to 65% by the end of the project period.				
Key Activity A: Increase the participation of early care and education programs who participate in school readiness quality improvement projects.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Partner with agencies and the Department of Early Childhood and programs to increase the number of CCAP fiscal agreements in the RMECC region.	July-June; ongoing	Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in high quality programs level 3-5	Increase in total number of CCAP fiscal agreements from 75-76%. Number of Level 3-5 programs who have an active CCAP Fiscal Agreement	Council Director	Personnel QI
Partner with School Districts and CPP programs to share resources and advocate for increased Early Childhood slots	July-June; ongoing	Increase the percentage of Colorado communities with access to slots for Colorado Preschool program subsidies in high quality programs level 3-5	Meeting minutes Documentation of expansion of slots throughout the region	Council Director	Personnel QI
Conduct outreach to generate participation in QI/SR activities and promote Colorado Shines on an ongoing basis.	July-June; ongoing	Promote the Colorado Shines quality Rating and Improvement System at least once per month	Documentation of outreach efforts 50% of total programs participate in Colorado Shines funding	Council Director and Early Childhood Specialist	Personnel QI
Key Activity B: Increase the total number of credentialed professionals.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide support and TA to ECE professionals to facilitate their enrollment in PDIS and successful submission of the Early Childhood 2.0 credential application.	July-June; ongoing	Provide assistance to professionals in registering for PDIS on an ongoing basis.	# of teachers with an Early Childhood 3.0 Credential	Early Childhood Specialist; Quality Coaches	Personnel Targeted Quality Improvement (QI)
Provide support and TA to childcare programs to complete their <i>Colorado Shines</i> application.	July-June; ongoing	By 6/30/23, 67% of childcare programs shall have a rating of Level – Two or higher on Colorado Shines QRIS.	Providers Statistics reports detailing the number of programs at Levels 2-5	Early Childhood Specialist; Quality Coaches	Personnel Targeted Quality Improvement (QI)



COLORADO SHINES QI BASE - WORK PLAN

OUTCOMES, BENCHMARKS, AND MILESTONES

Outcome statement:	Child care settings support the health, well-being, learning, development, and individualized needs of children.				
Key Activity A: Assist child care programs in meeting the needs of the whole child.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide trainings to caregivers on behavior management and social emotional development.	July-June; ongoing	Expand the availability of Social/Emotional trainings regionally	# of Social Emotional trainings available in the region	Council Director Regional Coaches	Personnel QI/THB funding
Update and maintain the RMECC Training Calendar disseminate information broadly.	Ongoing	The Training Calendar is used to connect professionals and families to available trainings	# of trainings available locally, regionally and at the state level	Council Director Early Childhood Specialist	Personnel QI
Key Activity B: Promote access to comprehensive services for children and families and improve health and safety of facilities.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Promote and share resources for dental, hearing, vision, and developmental health screenings in childcare settings.	July-June; ongoing	Information about available screenings and resources posted on the RMECC website	Screenings conducted in all 4 counties	Council Director Coaches	Personnel QI
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Individualized coaching supports are provided to programs utilizing the RMECC Coaching Menu	July-June; ongoing	Programs show increased scored when comparing pre and post assessments.	Pre and post assessments including ERS, CLASS tools	Council Director Coaching Agencies	Personnel QI
Key Activity C: Provide technical assistance and coaching to programs so they can increase the quality of programming and improve their Shines rating.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Coaches provide TA and support to programs participating in the QI/SR program.	July-June; ongoing	100% programs participating in Colorado Shines funding have a Quality Improvement plan in place Every program participating in funding receives coaching annually.	% of programs that complete QI plans % of programs that improve rating # of coaching hours provided Program assessment data	Early Childhood Specialist Coaching Agencies	Contracted Services, Personnel QI



SCHEDULE/MILESTONES

The Rocky Mountain Early Childhood Council shall collect data at least 4 times per year on the milestones for this project. Milestones include the following:

- All licensed providers annually shall receive information about opportunities to improve their qualifications.
- All programs shall receive information about available incentives and professional development opportunities.
- By 6/30/23, 65% of child care programs shall have a rating of Level-Two or higher on the SHINES QRIS
- By 6/30/23, expand the number of CCAP providers by from 75%-76%
- Annually provide 1,000 coaching hours of support to providers in the region.
-

ACCEPTANCE CRITERIA

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



STATEMENT OF WORK (SOW)

CHILD CARE RESOURCE AND REFERRAL (CCR&R) AND FAMILY CHILD CARE NAVIGATOR (FCCH-N)

INTRODUCTION/BACKGROUND

Colorado utilizes a regional resource and referral network to deliver services for childcare resource and referrals (CCR&R). CCR&R organizations conduct work specific to supporting a system of local or regional childcare resource and referral organizations that is coordinated to ensure efficient and effective delivery of childcare information and resources to families and programs. The scope of work provides an overview of how the Rocky Mountain Early Childhood Council shall achieve the CCR& R contract requirements.

SCOPE OF WORK

The Scope of Work is intended to describe how the Rocky Mountain Early Childhood Council will:

- Support the recruitment and retention of licensed childcare programs for all counties in the defined region(s), particularly in the areas that have been identified as childcare deserts as defined by the Colorado Department of Early Childhood and childcare desert mapping. Include strategies for pre-licensing support and pre-licensing resource distribution;
- Determine ongoing needs for providers in the defined region(s) and outline strategies to demonstrate collaboration with entities that support technical assistance and resources to improve childcare quality through engagement in the Colorado Shines Quality Rating and Improvement System (QRIS), Colorado Shines Professional Development Information System (PDIS) and Colorado Child Care Assistance Program (CCCAP);
- Specific to QRIS, strategies must demonstrate how the respondent plans to achieve or maintain a 60% or greater engagement rate within the applied for region(s). A licensed program is considered engaged when reaching a Level 2 or higher;
- Partner with the centralized call center to ensure accurate licensed program data and local resources are available to the referral specialists when assisting families including additional needs for enhanced or special needs referrals and community support when a provider closes;
- Partner with homeless service providers, McKinney-Vento liaisons and others who work with homeless families to provide referrals to childcare.
- Develop and maintain collaborative partnerships with public agencies (including but not limited to county departments of human services/social services, family resource centers, Early Childhood Councils, small business associations and Small Business Development Center Networks) and private entities (including, but not limited to faith-based and community based child care programs) to best understand the local market and increase the supply and quality of child care services in the defined region(s);
- Implement the requirements of the Colorado Child Care Disaster Plan as defined in the State Plan mandated by the Child Care and Development Block Grant of 2014 (S. 1086) the requirements of the Colorado Child Care Disaster Plan include:
 - Demonstrate procedures for evacuation, relocation, shelter-in-place, lock-down, communication and reunification with families, continuity of operations, accommodation of infants and toddlers, children with disabilities, and children with chronic medical conditions and distribution to providers in the defined region; and,
 - Demonstrate procedures for staff and volunteer emergency preparedness training and practice drills.



- Ensure information is updated within the Colorado Shines Technology System at least annually for 100% of the licensed programs within the responsible region(s). The average provider update takes 20-25 minutes and the current data fields include:
 - Account Detail – general program information
 - Address Information – physical address
 - Accepted Ages and Capacity – licensed capacity and desired capacity
 - Schedule – yearly schedule, daily and hours of operation
 - Provider Attributes – extra care services, environmental attributes, special needs, etc.
 - Provider Specifics – any additional information, school, transportation options, etc.

PERIOD OF PERFORMANCE

July 1, 2022 – June 30, 2023

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



CHILD CARE RESOURCE AND REFERRAL WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:		Deliver the childcare provider supports of the Child Care Resource and Referral system to impact the availability, accessibility and affordability of childcare to our 4-county region.			
Key Activity A: Provide supports needed to allow families to access childcare programming in their community that is affordable, accessible and available.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Increase the number of childcare spaces in the region	7/1/22-6/30/23	Support the recruitment and retention of licensed childcare programs for all counties in the defined region, particularly in the areas that have been identified as childcare deserts as defined by the Department of Early Childhood and childcare desert map; include strategies for pre-licensing support and pre-licensing resource distribution	Increase in licensed capacity for childcare as illustrated in our Provider Statistics document published monthly. Documentation of recruitment efforts.	Director EC Specialist Licensing Specialists Agencies	Personnel
Improve the quality of licensed childcare regionally	7/1/22-6/30/23	Determine ongoing needs for providers in the defined region(s) and outline strategies to demonstrate collaboration with entities that support technical assistance and resources to improve childcare quality through engagement in the Colorado Shines Quality Rating and Improvement System (QRIS), Colorado Shines Professional Development Information System (PDIS) and Colorado Child Care Assistance Program (CCAP);	Coaching logs of quality improvement activities # of programs participating in Colorado Shines Quality Improvement efforts monthly # of credentialed professionals in the region # of active CCAP Fiscal agreements for the region.	Director EC Specialist	Personnel Supplies RMECC Leveraged Funds
Increase engagement in Colorado Shines QI funding	7/1/22-6/30/23	Specific to QRIS, strategies must demonstrate how the respondent plans to achieve or maintain a 60% or greater engagement rate within the applied for region(s). A licensed program is considered engaged when reaching a Level 2 or higher;	Document 60% or higher engagement and increase in # of programs considered high quality as documented through Provider Statistics monthly	EC Specialist	Personnel



CHILD CARE RESOURCE AND REFERRAL WORK PLAN					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Partner with the Central Call Center	7/1/22-6/30/23	Partner with the centralized call center to ensure accurate licensed program data and local resources are available to the referral specialists when assisting families including additional needs for enhanced or special needs referrals and community support when a provider closes;	# of referrals received monthly Provider Updates are logged in the Salesforce system within 2 weeks of receipt	EC Specialist	Personnel
Partner with licensing specialists to ensure disaster plans are in place.	7/1/22-6/30/23	Implement the requirements of the Colorado Child Care Disaster Plan as defined in the State Plan mandated by the Child Care and Development Block Grant of 2014 (S. 1086) the requirements of the Colorado Child Care Disaster Plan include: a. Demonstrate procedures for evacuation, relocation, shelter-in-place, lock-down, communication and reunification with families, continuity of operations, accommodation of infants and toddlers, children with disabilities, and children with chronic medical conditions and distribution to providers in the defined region; and, b. Demonstrate procedures for staff and volunteer emergency preparedness training and practice drills.	# of disaster plans in place	Director EC Specialist Licensing Specialists	Personnel



CHILD CARE RESOURCE AND REFERRAL WORK PLAN					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Partner with licensing specialists to ensure disaster plans are in place.	7/1/22-6/30/23	Implement the requirements of the Colorado Child Care Disaster Plan as defined in the State Plan mandated by the Child Care and Development Block Grant of 2014 (S. 1086) the requirements of the Colorado Child Care Disaster Plan include: a. Demonstrate procedures for evacuation, relocation, shelter-in-place, lock-down, communication and reunification with families, continuity of operations, accommodation of infants and toddlers, children with disabilities, and children with chronic medical conditions and distribution to providers in the defined region; and, b. Demonstrate procedures for staff and volunteer emergency preparedness training and practice drills.	# of disaster plans in place	Director EC Specialist Licensing Specialists	Personnel
Partner with licensing specialists to ensure disaster plans are in place.	7/1/22-6/30/23	Implement the requirements of the Colorado Child Care Disaster Plan as defined in the State Plan mandated by the Child Care and Development Block Grant of 2014 (S. 1086) the requirements of the Colorado Child Care Disaster Plan include: a. Demonstrate procedures for evacuation, relocation, shelter-in-place, lock-down, communication and reunification with families, continuity of operations, accommodation of infants and toddlers, children with disabilities, and children with chronic medical conditions and distribution to providers in the defined region; and, b. Demonstrate procedures for staff and volunteer emergency preparedness training and practice drills.	# of disaster plans in place	Director EC Specialist Licensing Specialists	Personnel



CHILD CARE RESOURCE AND REFERRAL AND FCCN WORK PLAN					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
<p>Develop broad base of partnerships to better inform activities included in our Strategic Plan.</p> <p>Utilize the Community Needs Assessment to broaden understanding of needs in the region.</p>	7/1/22-6/30/23	Develop and maintain collaborative partnerships with public agencies (including but not limited to county departments of human services/social services, family resource centers, Early Childhood Councils, small business associations and Small Business Development Center Networks) and private entities (including, but not limited to faith-based and community based child care programs) to best understand the local market and increase the supply and quality of child care services in the defined region(s);	<p>Documentation of Member and Partner MOUs</p> <p>Strategic Plan reflects community needs.</p>	Director EC Specialist Data & Evaluation Committee	Personnel Supplies & Operating RMECC Leveraged funds
Review and revise the Continuity of Operations plan for the Council annually.	Annually; July	Review and revise the current plan utilizing lessons learned from the pandemic and adjust so that a faster, more cohesive response is ready to be deployed.	Revised COO Plan in place.	Director Steering Committee	Personnel Supplies
Connect families to resources in their community	7/1/22-6/30/23	Marketing materials developed Roadmap available in English and Spanish Webinars held for organizations and families	Roadmap is available and being used as shown with website analytics	Director EC Specialist	Personnel RMECC Leveraged funds
Collaborate with McKinney-Vento liaisons and others who work with homeless populations to connect families with services.	7/1/22-6/30/23	Partner with homeless service providers, McKinney-Vento liaisons and others who work with homeless families to provide referrals to child care.	Documentation of referrals	Director EC Specialist	Personnel
Developing a variety of methods for their local childcare providers to report open child care slots (e.g., calling, texting, emailing, completing an online form);	7/1/22-6/30/23	Methods developed	Documentation of successful methods	Director A&O Coordinator	Personnel CCR&R



CHILD CARE RESOURCE AND REFERRAL AND FCCN WORK PLAN					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Conducting frequent contacts with each childcare provider in their catchment area to: inform child care providers of the enhanced support, allow providers to choose between a text or listserv reminder about reporting openings, and collect information on special populations served by the provider where that information is not already in Colorado Shines;	7/1/22-6/30/23	Programs shall be contacted on a regular basis as well as an electronic system shall be explored to make this easier and more seamless	Call/Contact record	Director A&O Coordinator	Personnel CCR&R
Pushing out a listserv and text reminder to report openings to lists created based on provider preference on the same day each week	7/1/22-6/30/23	Regular reminders sent out through the list serve	Reminders sent out weekly.	Director A&O Coordinator	Personnel CCR&R
Uploading data to the Colorado Shines Salesforce system to inform the Colorado Shines Statewide Call Center and search results on the Colorado Shines website (http://coloradoshines.org/);	7/1/22-6/30/23	Develop a procedure to track this information and enter into the database	Data entered on at least a weekly basis and more frequently as information comes in.	Director A&O Coordinator	Personnel CCR&R
Connecting providers with other supports, as requested, such as assistance with licensing or accessing quality improvement supports;	7/1/22-6/30/23	Act as a connector in each community to connect providers with other local supports and services that are available	Tracking of connections made	Director A&O Coordinator	Personnel CCR&R
Collecting enrollment data (enrollment count, age of children served, etc.);	7/1/22-6/30/23	Collect enrollment data on a regular basis not less than monthly.	Data entered into the appropriate system	Director A&O Coordinator	Personnel CCR&R
Working with other positions (i.e. family child care home navigators, licensing specialists), and utilizing their particular knowledge of the ability of providers to serve special populations and the lack of available slots, to strategically increase the supply and quality of child care services within their service area, in partnership with public agencies and private entities	7/1/22-6/30/23	Connecting and Collaborating with partners and providers across the region to increase overall slots available	# of increased slots in each county	Director A&O Coordinator	Personnel CCR&R
Participating in cross-training in coaching approaches to technical assistance and support with other local consultative roles (i.e. EQ trainers, ECMH, etc.), if available in the community, and/or directly connecting with these other consultative roles to understand their offerings	7/1/22-6/30/23	Connecting with those providing training and supports across our region to become informed about current offerings.	Knowledge of regional offerings	Director FCCH-N	Contracted Services FCCH-N



CHILD CARE RESOURCE AND REFERRAL AND FCCN WORK PLAN						
Tasks	Time Period	Deliverable		Measurement	Person(s) Responsible	Budget Category
Providing information on and connections to existing supports, including financial, professional development, shared services, childcare management software, family childcare home associations, and benefits opportunities	7/1/22-6/30/23	Develop an updated and maintained list of existing supports and services to help facilitate connections		Updated and maintained list available by county	Director FCCH-N	Contracted Services FCCH-N
Providing technical assistance to new family childcare home providers as they move through the licensing process in their community (including addressing zoning issues, business codes, etc.) and in accessing financial resources to begin their business (i.e. licensing incentives);	7/1/22-6/30/23	Collaborate with licensing specialists and coaches across the region to help support programs going through the licensing process. Connect providers to any available funding.	Collaborative efforts documented. Demonstrated understanding of funding available Updated funding on website.		Director FCCH-N	Contracted Services FCCH-N
Providing technical assistance to existing family childcare home providers in completing applications for grants and other opportunities	7/1/22-6/30/23	Provide support to providers going through the licensing process. Connecting family providers to existing supports cross the region	Establish process for connecting potential providers to the existing supports available. Identifying any gaps and developing potential solutions.		Director FCCH-N	Contracted Services FCCH-N



CHILD CARE RESOURCE AND REFERRAL AND FCCN WORK PLAN					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
<p>Developing and sharing information with family child care home providers around legislative changes impacting their operations (i.e. 1222, 199, HOA legislation, etc.)</p> <p>a. i.e. two new laws were just enacted that removed licensing barriers and may increase the pool of potential new family child care homes.</p> <p>i. <u>HB21-1222</u> requires that family child care homes be classified as residences for purposes of licensure and local regulations, including zoning, land use development, fire and life safety, and building codes. This means FCCHs cannot be expected to follow zoning, regulations, or codes that are stricter than any other residential property (some localities were classifying them as businesses before, meaning they had to satisfy more stringent and more expensive regulations).</p> <p>ii. <u>SB21-077</u> made it so that individuals do NOT need to prove, show proof of, provide documentation of, or be asked about their lawful presence to obtain a child care license. Previously, individuals had to prove lawful presence, such as providing a social security number. That is no longer a requirement. <u>SB21-199</u> similarly made it so that individuals do NOT need to prove lawful presence to receive any other state and local benefits, which may be of interest to some providers.</p>	7/1/22-6/30/23	<p>Convey policy and legislative updates through a variety of modalities including the RMECC Scoop! Newsletter, the Policy Committee, Membership meetings and outreach efforts. These efforts shall target all providers including family child care homes, those going through the licensing process.</p> <p>Partner with licensing representatives as well as CCAP and DHS staff to support programs in applying for CCAP agreements.</p> <p>FCCH-N shall support new FCCs in understanding rules passed through HB21-1222, SB21-077, SB21-199 and connect providers to other resources to help support overall understanding of rules and supports.</p>	<p>Documentation of efforts, meeting documents, newsletters</p> <p>Increase in total number of programs who accept CCAP.</p> <p>Documentation of outreach efforts and resources accessed through these efforts.</p>	Director FCCH-N	Contracted Services FCCH-N



CHILD CARE RESOURCE AND REFERRAL AND FCCN WORK PLAN					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Connecting family child care providers with quality improvement navigators and coaches within their service area to ensure family child care providers understand the Colorado Shines Quality Rating and Improvement System and are well equipped to navigate the rating process and access quality improvement grants to support their continuous quality improvement goals;	7/1/22-6/30/23	Through regular outreach to all providers, the RMECC shall ensure that all providers are provided information about funding and supports available to them through the Council and other partners at the local, regional and state levels.	Documentation of outreach efforts, programs participating	Director FCCH-N	Contracted Services FCCH-N
Assisting new and existing family child care providers to understand the Colorado Child Care Assistance Program (CCCAP) and supporting them as they obtain a fiscal agreement to enroll children participating in this program, in addition to facilitating relationships with the county human service departments	7/1/22-6/30/23	The Council shall provide information about funding available through CCAP including advantages to participating including access to additional Colorado Shines funding. Connect programs to applicable DHS partners to assist them in obtaining their CCAP Fiscal Agreement.	Summary of efforts and resources provided to all programs including FCCs about Colorado Shines, CCAP and other supports	Director FCCH-N	Contracted Services FCCH-N
Helping new and existing family child care providers access important program benefits and consultative supports, such as the Child and Adult Care Food Program (CACFP), and consultative supports, including, but not limited to early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports	7/1/22-6/30/23	The Council shall provide information about CACAP, mental health consultation supports, childcare health consultation, infant and toddler specialist and coaching supports utilizing our Roadmap, The Scoop! Newsletter, outreach through coaching partners.	Summary of information provided to all programs about all supports listed and others as identified.	Director FCCH-N	Contracted Services FCCH-N
Recruiting new family child care home providers in their communities and connecting them with the licensing bonus program, if applicable	7/1/22-6/30/23	The Council shall continue to collaborate with licensing, CCAP and other partners as new FCCs are identified to connect them to available funding and supports as they become licensed and operate their program.	New FCCs have access to funding and resources available.	Director FCCH-N	Contracted Services FCCH-N



CHILD CARE RESOURCE AND REFERRAL AND FCCN WORK PLAN					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Becoming trained as health insurance navigators to ensure that family child care homes and small child care centers that do not offer health care benefits know how to enroll individuals in the Connect for Health Colorado Exchange	7/1/22-6/30/23	Train the new FCCH-N on the Connect for Health Colorado Exchange. Connect with the Insurance Commissioner about other potential insurance opportunities.	Training completed Information disseminated to programs about Connect for Health Colorado Exchange. Additional information, if any, received from the Insurance Commissioner and disseminated.	Director FCCH-N	Contracted Services FCCH-N
Acting as a liaison to ensure family child care home providers are connected to the necessary resources needed to successfully operate their business	7/1/22-6/30/23	Information regarding business supports provided to all programs particularly FCCs.	Information disseminated	Director FCCH-N	Contracted Services FCCH-N
And participating in ongoing technical assistance and training opportunities, including around equity, diversity and inclusion, and a community of practice with other family child care home navigators, led by the Family Child Care Home Navigator.	7/1/22-6/30/23	FCCH-N and other identified Council staff participate in technical assistance opportunities.	# of trainings attended Information shared with all providers.	Director FCCH-N	Contracted Services FCCH-N

SCHEDULE/MILESTONES

Key milestones that shall be met are as follows:

- By 6/30/23, 65% of child care programs shall have a rating of Level – Two or higher on Colorado Shines QRIS.
- At least 75% of childcare programs have a CCAP agreement in place.
- Maintain a governance structure with a broad base of stakeholders that represent the geographic area served and conduct 12 monthly partner meetings annually.
- Continuity of Operations Plan for the Council is in place and updated by RMECC at least annually.
- Throughout the project period, all providers receive 3 attempts to update their information in Salesforce and at least 50% have completed their program update.

ACCEPTANCE CRITERIA

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



STATEMENT OF WORK (SOW) EXPANDING QUALITY FOR INFANTS AND TODDLERS INITIATIVE

INTRODUCTION/BACKGROUND

The primary goal of the Expanding Quality in Infant Toddler Care Initiative (EQ Initiative) is to increase the quality and availability of responsive group care for infants and toddlers across Colorado. The EQ Initiative focuses on providing infant toddler caregivers' evidence-based professional development they need to ensure each child has access to the responsive relationships that define quality early care and learning, encouraging programs to meet the full range of developmental needs for infants and toddlers. This initiative works through the EQ Infant Toddler Specialist Network and in partnership with local communities to increase the quality of caregiver interactions with infants and toddlers in childcare settings.

The primary evidence-based professional development activities carried out by local, approved EQ Infant Toddler Specialists are the 48-hour EQIT course of training offered in local communities across the state and Coaching with the EQ RELATE. All individuals teaching the EQIT course must have completed the state-level Infant Toddler Specialist Foundations course and possess a Colorado Trainer Credential or Trainer Credential. All individuals conducting EQ RELATE Coaching must adhere to the EQ model, utilizing the EQ RELATE Coaching tools, and hold a Colorado Coaching Credential. Additional activities include the fidelity implementation of evidence-based professional development for infant and toddler early care educators and the capacity-building of infant toddler specialists and local communities.

SCOPE OF WORK

The EQ Initiative supports Early Childhood Councils to increase the quality of infant and toddler childcare through the provision of evidence-based training and coaching for infant and toddler early care educators, deployed by EQ Infant Toddler Specialists and other approved individuals. EQIT training and coaching seek to increase the quality and availability of responsive, relationship-based infant toddler care in local communities across Colorado. The Early Childhood Council shall offer the approved 48-hour EQIT course of training and individualized EQIT Coaching, following all EQ Initiatives guidelines. Any changes to the EQIT Course of Training, the EQIT Coaching model must be preapproved. Other high-quality, evidence-based professional development for infant toddler early care educators can be provided with Program Manager approval including LENA Grow, Touchpoints, additional EQ RELATE Coaching, and scholarships for ECE 111/112 and/or the Infant Toddler or Family Child Care CDA. All requirements of these programs must be met.

The EQIT course and coaching are designed to be offered at very low cost to infant toddler caregivers across Colorado. However, Early Childhood Councils may charge a nominal fee (up to \$50/pp for training) and may use those funds ONLY for EQIT-related needs. There must be a written plan in place to reduce or eliminate this charge for individuals who cannot afford to pay training fees.

PERIOD OF PERFORMANCE

July 1, 2022 – June 30, 2023

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



WORK PLAN

EQIT Work Plan

OUTCOMES, BENCHMARKS, AND MILESTONES

Outcome statement: **Individuals caring for infants and toddlers are confident and competent in their ability to engage in the responsive relationships with infants, toddlers, and their families that result in infants and toddlers experiencing secure attachments in all care settings. Infant Toddler Specialists are qualified and competent to enhance the relationships around infants and toddlers.**

Key Activity A: Collaboration with key stakeholders and systems partners, specific to infants, toddlers, and their caregivers

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Connect, coordinate and collaborate with local key stakeholders and efforts concerned with and/or impacting the quality of infant toddler care and enhancing the relationships around infants and toddlers.	7/1/22-6/30/23	<p>The EC Council and/or EQ team members shall contact and collaborate with key stakeholders to include the community college, local infant toddler initiatives, and Colorado Shines Quality Improvement.</p> <p>The EC Council and EQ team members shall participate in professional development and/or technical assistance offered by the EQ Initiative.</p>	<ul style="list-style-type: none"> Description provided of efforts to contact, coordinate, and collaborate with key stakeholders Detailed description of connections between EQ and other quality improvement work. Name and contact information of local community college contact with description of efforts to offer course credit to EQIT participants 	<p>Director EQIT Instructors and Coaches</p> <p>Instructors/Coaches: Pitkin- Megan Monaghan Adley Kent</p> <p>Garfield- Kelly Esch Adley Larimer Soira Ceja</p> <p>Eagle- Tara Lieurance Emily Marion (Instructor only)</p>	Contractors & Consultants



EQIT Work Plan

Key Activity B: Fidelity Implementation of Evidence-based, Infant Toddler Specific Training

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Fidelity implementation of EQIT, an evidence-based, infant and toddler-specific course of training	7/1/22-6/30/23	<p>Contingent on capacity and community need, completion of EQIT 48-hour course of training which fully meets EQ Initiative requirements as outlined in the business rules for EQ Initiative Activities.</p> <p>Each Infant Toddler Specialist who teaches part or all of an EQIT course completes an annual fidelity video self-reflection on their teaching and maintains a Trainer Credential.</p>	<ul style="list-style-type: none"> • By July 30, 2022 provide detailed annual course plan with advertising • By July 30, 2022 whenever they change and at least quarterly, primary contact and registration contact for EQIT Courses • Materials are requested at least 2 weeks before start date of EQIT course • Update of reporting SS within two weeks of the completion of each EQIT course and quarterly October 31, 2021, January 31, 2022, April 30, 2022 and June 30, 2022 including participant PDIS ID and program license number • EQ Infant Toddler Specialists who provide EQIT course have completed Infant Toddler Specialist Foundation Course and hold a current Trainer Credential and have met annual requirements by July 1, 2021 • Verify instructor and coach credentials the month prior to each EQIT course starting 	Director EQIT Instructors and Coaches	Contractors & Consultants



EQIT Work Plan

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Fidelity implementation of an evidence-based, infant and toddler-specific course of training		Contingent on local needs, local capacity and state approval, delivery of high-quality training for infant toddler early care educators (i.e. Touchpoints, Growing Brain Training, Cradling Literacy, Other)	<ul style="list-style-type: none"> ● By July 30, 2022 provide detailed annual course plan with advertising ● By course start date, confirm that ongoing PD hours shall be awarded directly through PDIS and no paper certificates shall be awarded. ● Update of reporting SS within two weeks of the completion of each approved course and quarterly October 31, 2021, January 31, 2022, April 30, 2022 and June 30, 2022 including participant PDIS ID and program license number ● EQ Infant Toddler Specialists who provide course have completed Infant Toddler Specialist Foundation Course and hold a current Trainer Credential OR Coach Credential, have met annual requirements by July 1, 2021, AND are qualified to provide this course of training. ● Verify instructor and coach credentials the month prior to each EQIT course starting 	Director EQIT Instructors and Coaches	Contractors & Consultants
Fidelity implementation and course outcome data collected	7/1/22-6/30/23	Course participants complete EQ Initiative online data collection survey	At least 25% of EQIT students complete survey	Director EQIT Instructors and Coaches	Contractors & Consultants



EQIT Work Plan

Key Activity C: Fidelity implementation of Evidence-based, Infant Toddler Specific Coaching

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Fidelity implementation of EQ RELATE Individualized Coaching, an evidence-based, infant and toddler specific coaching model	7/1/22-6/30/23	<ul style="list-style-type: none"> Participants who do not work with infants and toddler directly shall have the opportunity to participate in 1-3 hours of coaching. Participants who work directly with infants and toddlers shall receive up to 8 hours of EQ RELATE Coaching provided to EQIT Participants All Infant Toddler Specialists providing EQ RELATE Coaching maintain a current Colorado Coaching Credential 	<ul style="list-style-type: none"> Update of reporting SS within two weeks of the completion of each EQIT course and quarterly October 31, 2022, January 31, 2023, April 30, 2023 and June 30, 2023, and each time coaching is reimbursed/invoiced Infant toddler specialists providing EQ RELATE coaching have completed Coaching with the EQ RELATE Training and hold Coaching Credential by July 1, 2022. 	Director EQIT Instructors and Coaches EQIT Instructors coaches shall report coaching hours at the end of each course for reporting. The Director shall track Coaching and Trainer Credentials and expiration dates. Instructors/Coaches: Pitkin- Megan Monaghan Adley Kent Garfield- Joni Goodwin Kelly Esch Soira Ceja Eagle- Tara Lieurance Emily Marion (Instructor only)	Contractors & Consultants



EQIT Work Plan

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Infant Toddler Specialist-provided coaching	7/1/22-6/30/23	80 hours of coaching per course shall be used for EQIT RELATE and LENA Grow coaching supports. All EQIT Instructors and Coaches are also trained in Lena Grow and RELATE. Contingent on capacity and community need, infant toddler early care educators participating in approved coursework or other approved activities can receive between 8 to 15 or more hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities. See list at the right of our EQIT Team. These Infant Toddler Specialists providing EQ RELATE Coaching and maintain a Colorado Coaching Credential	Update of reporting SS quarterly October 31, 2022, January 31, 2023, April 30, 2023 and June 30, 2023, and each time coaching is reimbursed/invoiced Infant toddler specialists providing EQ RELATE coaching have completed Coaching with the EQ RELATE Training and hold Coaching Credential by July 1, 2022.	Director & EQIT Instructors and Coaches shall complete reporting. Instructors/Coaches: Pitkin- Megan Monaghan Adley Kent Garfield- Kelly Esch Adley Larimer Soira Ceja Eagle- Tara Lieurance Emily Marion (Instructor only)	Contractors & Consultants
Fidelity implementation of LENA Grow, an evidence-based, infant and toddler-specific coaching model	7/1/22-6/30/23	Contingent on capacity and community need, infant toddler early care educators participating in LENA Grow Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities. We shall hold 4 cohorts of LENA Grow in FY22. 5 classrooms per cohort and 5-15 participants per cohort are anticipated to participate in LENA Grow. Hours of coaching shall be dependent on the total number of coaching hours available but at least 5 hours shall be provided for each participant on top of RELATE coaching. See list of EQIT Coaches to the right.	<ul style="list-style-type: none"> Update of reporting SS quarterly October 31, 2022, January 31, 2023, April 30, 2023 and June 30, 2023, and each time coaching is reimbursed/invoiced Infant toddler specialist(s) providing LENA Grow coaching have completed Coaching with the EQ RELATE Training and hold Coaching Credential by July 1, 2022 and have completed LENA Grow Training. The RMECC has a Program Agreement in place with the LENA Foundation 	Director & EQIT Instructors and Coaches shall complete reporting. Instructors/Coaches: Pitkin- Megan Monaghan Adley Kent Garfield- Joni Goodwin Kelly Esch Soira Ceja Eagle- Tara Lieurance Emily Marion (Instructor only)	Contractors & Consultants



SCHEDULE/MILESTONES

- The Rocky Mountain Early Childhood Council shall submit a detailed Infant Toddler Professional Development Planning Worksheet for FY 23 EQIT course(s) and coaching to include dates and instructors/coaches by July 1, 2022. This plan shall include documentation of Training Credentials for all instructors and Coaching Credentials for all coaches.
- The Rocky Mountain Early Childhood Council shall submit information on any EQIT student fees charged, plan to ensure that no student shall be denied entry due to inability to pay, and anticipated use of revenues for EQ-related activities by July 1, 2022.
- The Rocky Mountain Early Childhood Council shall complete 4 EQIT courses of training by June 30, 2023.
- The Rocky Mountain Early Childhood Council shall complete 320 hours of EQIT Coaching by June 30, 2023.
- The Rocky Mountain Early Childhood Council shall submit required quarterly reports by October 31, 2022, January 31, 2023, April 30, 2023 and June 30, 2023.

ACCEPTANCE CRITERIA

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



Colorado Department of Early Childhood BUDGET WITH JUSTIFICATION FORM

Contractor Name	MOUNTAIN VALLEY DEVELOPMENTAL SERVICES, INC.
Budget Period	July 1, 2022 - June 30, 2023
Project Name	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI) Child Care Resource & Referral (CCR&R) Family Child Care Home Navigator (FCCHN)

Program Contact Name and Title	STACY PETTY, DIRECTOR
Phone	719-486-7273
Email	RMECC@MTNVALLEY.ORG
Fiscal Contact Name and Title	SARA SIMS, EXEC DIRECTOR
Phone	970-945-2306
Email	SSIMS@MTNVALLEY.ORG

Expenditure Categories										
Personnel Services - Salaried Employees										FY 2023
Position Title	Description of Work and Fringe Benefits Include: FICA; workman's compensation; retirement, health, life, dental and vision insurance, flex spending, Triad and vacation.	Gross or Annual Salary	Fringe	Number of Months on Project	Total Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Child Care Resource & Referral (CCR&R)	FCCH Navigator	Total Amount Requested from CDEC
Stacy Petty, Director (salaried)	The Director oversees and directs the day-to-day operations of the Rocky Mountain Early Childhood Council including systems building work, data and evaluation activities, implementing and tracking all grant SOWs, grant writing and managing the proper implementation and expenditure of funds raised. Completing reports both to external funders and to the Council in a timely and effective manner. (ECSB 65%, CSQI 30%, CCR&R 5%, FCCH 0%)	\$65,000	\$11,700	12	100%	\$ 49,855	\$ 23,010	\$ 3,835	\$ -	\$ 76,700
Kristin Sparkman, Early Childhood Specialist (salaried)	Early Childhood Specialist/QI Navigator. Duties include providing technical assistance and support for programs in the 4 county region; spending; maintenance of the website; meeting participation; works closely with coaches and agencies in the region on quality initiatives; completes provider updates and technical assistance for Child Care Resource and Referral; provides regional trainings as needed on Colorado Shines, PDIS and other initiatives. (ECSB 20%, CSQI 75%, CCR&R 5%, FCCH 0%)	\$58,000	\$9,860	12	100%	\$ 13,572	\$ 50,895	\$ 3,393	\$ -	\$ 67,860

Personnel Services - Salaried Employees										FY 2023
Position Title	Description of Work and Fringe Benefits Include: FICA; workman's compensation; retirement, health, life, dental and vision insurance, flex spending, Triad and vacation.	Gross or Annual Salary	Fringe	Number of Months on Project	Total Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Child Care Resource & Referral (CCR&R)	FCCH Navigator	Total Amount Requested from CDEC
Access & Outreach Coordinator	Access & Outreach Specialist. Duties include gathering data about childcare openings, supporting programs to fill open slots, connecting providers to supports, collecting enrollment data, connecting with local, regional and state partners as needed to keep everyone informed of openings throughout the region, support programs to increase capacity and available slots and overall quality. Will also log and enter annual CCR&R provider updates. 35 hrs/wk x \$24/hr. Fringe includes funding to cover full health benefits, taxes, PTO. (ECSB 0%, CSQI 0%, CCR&R 100%, FCCH 0%)	\$43,680	\$14,215	12	100%	\$ -	\$ -	\$ 57,895	\$ -	\$ 57,895
Administrative Assistant (hourly)	Administrative Assistant. Duties include: general clerical support, website updates, data entry and tracking, meeting supports and scheduling. 32 hrs/wk x \$23/hr. Fringe includes funding for full health coverage, taxes and PTO. (ECSB 68%, CSQI 10%, CCR&R 15%, FCCH 0%)	\$43,680	\$14,215	12	85%	\$ 34,737	\$ 5,790	\$ 8,684	\$ -	\$ 49,211
Total Personnel Services (including fringe benefits)						\$ 98,164	\$ 79,695	\$ 73,807	\$ -	\$ 251,666

Contractors/Consultants (payments to third parties or entities)						FY 2023
Name	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDEC
Reflective Supervision	Reflective Supervision for Garfield County (\$175/session x 12 sessions)	\$ 2,100	\$ -	\$ -	\$ -	\$ 2,100
Reflective Supervision	Reflective Supervision for Pitkin County (\$175/session x 12 sessions)	\$ 2,100	\$ -	\$ -	\$ -	\$ 2,100
Reflective Supervision	Reflective Supervision for Eagle/Lake County (\$175/session x 12 sessions)	\$ 2,100	\$ -	\$ -	\$ -	\$ 2,100
ECCLA Membership Dues	Annual Membership Dues	\$ 3,000	\$ -	\$ -	\$ -	\$ 3,000
Website Expenses	Continuing development of website and associated costs	\$ 2,000	\$ -		\$ -	\$ 2,000
Universal Preschool/LCO	Universal Preschool and LCO supports for region	\$ 18,000	\$ -	\$ 5,000	\$ -	\$ 23,000
Coaching Credentials	11 coaches x \$1000 per coach across our region	\$ 11,000	\$ -	\$ -	\$ -	\$ 11,000
Family Child Care Home Navigator (FCCH-N)	Family Child Care Home Navigator (FCCH-N). Duties include providing information, connections and technical assistant to connect family childcare programs to existing supports, professional development, shared services, business supports and information as it pertains to legislative changes impacting operations. Networking with consultants across all domains including EC Mental Health, EQ, Coaches, Licensing etc. Helping programs identify and connect with existing funding, quality improvement supports, grants and other funding streams. Navigation to connect new providers with CCAP offices, Colorado Child and Adult Food Program. Identification and recruitment of new family childcare home providers. Will become trained as a health insurance navigator to support programs in enrolling in the Connect for Health Colorado Exchange. Connect programs to business supports including budgeting, grant writing and other operational supports. Participation in ongoing technical assistance and training opportunities. 32 HOURS PER WEEK X \$24/HOUR	\$ -	\$ -	\$ -	\$ 51,765	\$ 51,765
Total Contractors/Consultants		\$ 40,300	\$ -	\$ 5,000	\$ 51,765	\$ 97,065
Travel						FY 2023
Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDEC
Travel, lodging and per	Travel, lodging and per diem for Council staff based on past expenses	\$ 4,000	\$ -	\$ 2,048	\$ 3,000	\$ 9,048
Total Travel		\$ 4,000	\$ -	\$ 2,048	\$ 3,000	\$ 9,048
Supplies & Operating Expenses						FY 2023
Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDEC
Supplies & Operating	Internet, phone expenses, printing/copying, postage/shipping, computer expenses, meeting supplies and	\$ 3,000	\$ 132	\$ 4,000	\$ 5,213	\$ 12,345
Marketing Materials	Marketing materials to support recruitment and retention efforts	\$ 814	\$ -	\$ -	\$ 3,418	\$ 4,232
Total Supplies & Operating Expenses		\$ 3,814	\$ 132	\$ 4,000	\$ 8,631	\$ 16,577
TOTAL DIRECT COSTS		\$ 146,278	\$ 79,827	\$ 84,855	\$ 63,396	\$ 374,356
MODIFIED TOTAL DIRECT COSTS (MTDC)		\$ 146,278	\$ 79,827	\$ 84,855	\$ 36,631	\$ 347,591
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. REMOVED SUBAWARD IN EXCESS OF \$25,000						

Indirect Costs						FY 2023
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]						
Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDEC
Indirect rate:	10% de minimus rate of Modified Total Direct Costs	\$ 14,628	\$ 7,983	\$ 8,486	\$ 3,663	\$ 34,760
	Total Indirect	\$ 14,628	\$ 7,983	\$ 8,486	\$ 3,663	\$ 34,760
	TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)	\$ 160,906				
	TOTAL COLORADO SHINES QUALITY IMPROVEMENT (CSQI)		\$ 87,810			
	TOTAL CHILD CARE RESOURCE & REFERRAL (CCR&R)			\$ 93,341		
	TOTAL FCCH Navigator				\$ 67,059	
	TOTAL AMOUNT REQUESTED FROM CDEC					\$ 409,116
PERCENTAGE OF BUDGET BY PROJECT						FY 2023
	PERCENTAGE OF BUDGET BY PROJECT	39%	21%	23%	16%	100%

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



ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

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



Exhibit F – Amendment #5

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

5. PARTICIPATION

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

6. SUPPLANTING

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

7. BUDGET CHANGES

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

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

8. TRAVEL

- A. Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>.
- B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.



- C. Hotel rates cannot exceed any rate established for conference attendance.
- D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

9. SUBRECIPIENT

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

10. CRITICAL INCIDENT REPORTING

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

11. MANDATED REPORTING

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

12. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

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

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

1. Payment for Quality Improvement (QI) to all contractors will be made as incurred, in whole or in part, from the total available funds to be utilized for Quality Improvement that includes: coaching activities and coach training, professional development of staff, purchases of program specific materials, temporary teaching funds, and capital expenditures. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to



QI funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of QI funds.

- a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
3. Invoices shall be submitted separately for pre-approved QI expenditures.
 - a) The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us.

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

1. Payment for Expanding Quality in Infant Toddler Care (EQIT) to all contractors will be made as incurred, in whole or in part, from the total available funds shall be utilized to support the following quality improvement efforts: deployment of the EQ Infant Toddler Specialist Network to provide evidence-based, infant toddler specific professional development, e.g. the Expanding Quality for Infant and Toddler (EQIT) 48-hour course, EQ Relate coaching for individuals completing the EQIT course, and support for the related costs of professional development for current and new infant toddler specialists. To be utilized for EQIT as outlined in **Exhibit A – Statement of Work**. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to EQIT funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of EQIT funds.
 - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
 - b) Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
 - c) Invoices shall be submitted separately for pre-approved EQIT expenditures.
 - d) The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us.
2. UP TO RATES (direct and indirect).
The indirect rate should not be bundled within the direct rate of an EQIT activity (course, coaching, data and reporting, etc.). In cases where a Council or fiscal agent charges an indirect



rate, these charges should be reflected within the invoice and calculated based on actual expenses. The corrected rates include:

- a) \$4,200 per EQIT Course;
- b) \$300 per EQIT Course to support data and reporting; and
- c) \$27 per hour for EQ RELATE Coaching.

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

3. PROGRAM INCOME

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

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

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

13. GIFT CARDS

The Distribution of Gift Cards, where applicable, shall adhere to the following:

- A. The contractor agency must have a written Gift Card Distribution Policy in place and this plan must be approved by the Department of Early Childhood before gift cards may be purchased. The policy must include maintaining an audit log of gift card purchases and disbursements and a process for routine reconciliations.
- B. The contractor agency's gift card policy must ensure that gift cards cannot be redeemed for cash and must restrict the recipient from using gift cards for alcohol, firearms, tobacco, lottery tickets, or entertainment.
- C. Gift Cards must be distributed to recipients within five (5) business days of purchase.



- D. Gift Cards should be given at the conclusion of an event or upon completion of an activity or milestone.
- E. Contractor agency staff shall have recipients sign a form that includes the following: Date, Name of Gift Card Recipient, Purpose of Gift Card, Signature of Gift Card recipient acknowledging receipt of Gift Card and Gift Card Amount.
- F. The contractor cannot request reimbursement for the cost of gift cards until distribution of the gift cards has been made to recipients. Additionally, the contractor must maintain adequate documentation to show a record of all gift card distributions.
- G. The contractor shall be held responsible for inappropriate use of gift cards.



EXHIBIT G – 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), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1) Federal Award Identification

- i. Subrecipient: **Mountain Valley Developmental Services, Inc.;**
- ii. Subrecipient Unique Entity Identifier (UEI) number: **LX1VJ8GJLY78;**
- iii. The Federal Award Identification Number (FAIN) is **CCDF - 2201COCCDD - Discretionary; CCDF - 2201COCCDF - Matching; PDG - 90TP0054; ARPA Stabilization - 2101COCS6; CRRSA - 2101COCCC5;**
- iv. The Federal award date is **CCDF (Discretionary & Matching) - 04/06/2022 / PDG - 12/27/2019; ARPA Stabilization - 04/14/2021; CRRSA - 02/01/2021;**
- v. The subaward period of performance start date is **CCDF (Discretionary & Matching) - 10/01/2021; PDG- 12/31/2019; ARPA Stabilization- 10/01/2020; CRRSA - 12/27/2020 and end date is CCDF (Discretionary & Matching) - 09/30/2024; PDG - 12/30/2022; ARPA Stabilization - 09/30/2023; CRRSA - 09/30/2023;**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
FY23	CCDF Discretionary - \$175,872* CCDF Matching - \$26,282 ARPA Stabilization - \$6,387* CRRSA - \$134,118* PDG - \$0*	CCDF Discretionary - \$175,872* CCDF Matching - \$26,282 ARPA Stabilization - \$6,387* CRRSA - \$134,118* PDG - \$0* *An appropriation for Quality Improvement (QI); and Expanding Quality in Infant Toddler Care (EQIT) General Accounting Encumbrance (GAE) is subject to appropriated funds not to exceed \$7,575,350 (CCDF Discretionary = \$4,708,050; PDG = \$34,500; ARPA Stabilization = \$2,600,800; CRRSA = \$232,000) GAE funds shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12.	CCDF Discretionary - \$175,872* CCDF Matching - \$26,282 ARPA Stabilization - \$6,387* CRRSA - \$134,118* PDG - \$0*



COLORADO
Department of Early Childhood

- vii. Federal award project description: **Child Care and Development Block Grant (CCDF); Colorado Preschool Development Grant (PDG); American Rescue Plan Act (ARPA) 2021-Stabilization; Coronavirus Response and Relief Supplemental Act (CRRSA);**
 - viii. The name of the Federal awarding agency is **CCDF - Administration for Children & Families; ARPA Stabilization and CRRSA - Administration for Children & Families; PDG - Department of Health and Human Services, Administration for Children and Families;** the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Karen Enboden, Manager, Early Learning Access and Quality, 1575 Sherman Street, 1st Floor, Denver, CO 80203, Karen.Enboden@state.co.us; 303.866.5014;**
 - ix. The Catalog of Federal Domestic Assistance (CFDA) number is **CCDF Discretionary - 93.575; CCDF Matching – 93.596; PDG - 93.434; ARPA and CRRSA - 93.575,** name **CCDF - Child Care and Development Block Grant Act of 1990; PDG - ESSA Preschool Development Grants Birth through Five; American Rescue Plan Act (ARPA) 2021 Stabilization; Coronavirus Response and Relief Supplemental Act (CRRSA),** and dollar amount is **CCDF - Discretionary - \$56,523,372; CCDF - Matching - \$39,996,662; PDG - \$14,884,753; ARPA Stabilization- \$286,156,175; CRRSA - \$119,294,226;**
 - x. This award **is not** for research & development;
 - xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDEC cost allocation plan.
- 2) All requirements imposed by CDEC on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **the General Provisions, Exhibit A - Statement of Work and Exhibit F - Additional Provisions.**
 - 3) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **the General Provisions, Exhibit A - Statement of Work and Exhibit F - Additional Provisions.**
 - 4) Subrecipient's approved indirect cost rate is **the de minimis rate of 10 %.**
 - 5) Subrecipient must permit CDEC and auditors to have access to Subrecipient's records and financial statements as necessary for CDEC to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
 - 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **the General Provisions, Exhibit A - Statement of Work and Exhibit F - Additional Provisions.**
 - 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC 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 CDEC 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 CDEC that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

1. DEFINITIONS.

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



- 1.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 1.1.5. “Entity” means:
- 1.1.5.1. If the source of funding is a Grant:
 - 1.1.5.1.1. a Non-Federal Entity;
 - 1.1.5.1.2. a foreign public entity;
 - 1.1.5.1.3. a foreign organization;
 - 1.1.5.1.4. a non-profit organization;
 - 1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 1.1.5.2. If the source of funding is not a Grant:
 - 1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;
 - 1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.1.5.3. a foreign public entity;
 - 1.1.5.4. a domestic or foreign non-profit organization;
 - 1.1.5.5. a domestic or foreign for-profit organization; and
 - 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7. If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.12. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.



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



- 1.1.22. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.1.24. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

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

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

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

4. TOTAL COMPENSATION.

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



5. REPORTING.

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

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

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

7. SUBRECIPIENT REPORTING REQUIREMENTS.

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



8. PROCUREMENT STANDARDS.

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

9. ACCESS TO RECORDS.

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

10. SINGLE AUDIT REQUIREMENTS.

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



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

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.

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

11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of “funding agreement”/ “funding Contract” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,”/”funding Contract”, the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.

11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



- 11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

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

14. EVENT OF DEFAULT AND TERMINATION.

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;



- 14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END