AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement; Nurse Home Visitor Pr

Action Requested: County Manager Signature

Parties to the Agreement: BOCC & Montrose County

Term Begins: July 1, 2018 **Term Ends:** 6/30/2019 **Grant Contract #:**

Summary:

This is annual renewal of NHVP formerly called NFP (Nurse Family Partnership) IGA. Montrose DHHS has contract with state NHVP and therefore Gunnison is a subcontractor to provide home visiting services to first time low income mothers. The SOW remains unchanged.

Fiscal Impact: $72,283

Submitted by: C Worrall **Submitter's Email Address:** cworrall@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, inlcuded in the 2018 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/31/2018

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 5/31/18

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 5/31/2018 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/1/2018

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/5/2018

Revised April 2015

INTERGOVERNMENTAL AGREEMENT
RE: NURSE HOME VISITOR PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT shall become effective the 1st day of July, 2018 between the County of Montrose, by and through its Board of County Commissioners ("Montrose"), a body politic and corporate, duly organized and existing within the State, whose address is 317 South Second Street, Montrose, CO 81401, and the County of Gunnison, by and through its Board of County Commissioners ("Gunnison"), a body politic and corporate, duly organized and existing within the State of Colorado, whose address is 200 E. Virginia, Gunnison, CO 81230.

RECITALS

WHEREAS, Montrose has entered into a Contract dated July 1, 2014 with the State of Colorado regarding the implementation of the Nurse Home Visitor Program ("NHVP") for several area counties, including Gunnison County. That Contract has been amended several times and was further amended by "Contract Amendment #7", effective July 1, 2018, regarding extending the NHVP through Fiscal Year 2019. A copy of Contract Amendment #7 is attached as Exhibit A. Together, these agreements are collectively referred to herein as "State Task Order".

WHEREAS, such State Task Order allocates monies for provision of NHVP services in Gunnison County, and

WHEREAS, Montrose desires to enter into this subcontract for the provision of NHVP services in Gunnison County, and Gunnison desires to provide such services on behalf of Montrose, and in compliance with the State Task Order, and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Montrose and Gunnison enter into this Intergovernmental Agreement as follows:

SECTION I.
DESCRIPTION OF WORK

The purpose of the NHVP is to provide trained visiting nurses to help educate mothers on the importance of nutrition and avoiding alcohol and drugs, including nicotine, and to assist and educate mothers in providing general care for their children.

Gunnison shall provide NHVP services within Gunnison County, and so long as this Agreement is in effect, Montrose shall have no duty to provide NHVP services in Gunnison County. In providing such services, Gunnison shall comply with all requirements of the State Task Order (see attached Exhibits A and B), and with all Federal, State and Municipal laws,

rules, and regulations that are now, or may in the future, become applicable to the work performed under this Agreement and the State Task Order.

SECTION II.
PAYMENTS

In consideration of Gunnison's provision of NHVP services in Gunnison County, Montrose shall make monthly payments to Gunnison upon receipt of invoices evidencing the work completed. Such payments may not exceed $72,283.00, which is the total amount allocated in Fiscal Year 2019 for services in Gunnison County. It is specifically understood and agreed that Montrose's obligation to pay Gunnison under this agreement is dependent upon, and limited to, the receipt of monies from the State for funding the NHVP in accordance with the State Task Order. Montrose shall not be obligated to pay Gunnison out of Montrose County's separate funds, or from any other source of funds outside the State funding for the NHVP

SECTION III.
RELATIONSHIP OF PARTIES

This Agreement is intended to create an Independent Contracting relationship. Gunnison shall be responsible for hiring or retaining, and compensating, all staff necessary to provide the services contemplated under this Agreement. Neither Gunnison, nor any agent or employee of Gunnison, shall be deemed to be an agent or employee of Montrose. Gunnison shall remain responsible for payment of any and all required employment taxes, income taxes, or other applicable taxes, on any monies paid by Gunnison for provision of services under this Agreement. Gunnison acknowledges that Gunnison and its employees are not entitled to unemployment insurance benefits unless Gunnison, or a third party, provides such coverage, and that Montrose does not pay for, or otherwise provide, such coverage.

Gunnison shall have no authorization, express or implied, to bind Montrose to any agreements, liability, or understanding, except as expressly set forth herein.

SECTION IV.
INSURANCE, LICENSING, LIABILITY

Gunnison shall provide and keep in force worker's compensation and unemployment compensation insurance in amounts required by law. Gunnison shall maintain general liability insurance with minimum limits of $600,000 per claim and $1,000,000 aggregate per occurrence. Gunnison acknowledges that it shall be solely responsible for the acts of Gunnison, and its employees and agents.

With respect to the individual Nurse(s) utilized by Gunnison to provide services under this Agreement, and any other professional hired or retained to provide such services, Gunnison shall ensure that the individual's professional license is valid and current, and that professional

malpractice liability insurance is in force to cover the acts and omissions of the professional during the term of this Agreement.

Proof of required insurance coverages shall be provided to Montrose upon request.

SECTION V.
DURATION

The term of this Intergovernmental Agreement shall commence on the 1st of July, 2018 and shall continue through June 30, 2019. The term of this Intergovernmental Agreement, may not exceed one year.

It is understood that this Intergovernmental Agreement may be terminated by either party, without cause, upon thirty (30) days written notice to the other party.

SECTION VI.
SUPERVISION

In the provision of services under this Agreement, Gunnison is an independent contractor with authority to control and direct the performance of the details of the work, Montrose being interested only in the results obtained. However, Montrose shall have the right to monitor and evaluate the performance of Gunnison to ensure that the terms of this Agreement, and the requirements of the State Task Order, are being satisfactorily met.

SECTION VII.
GENERAL PROVISIONS

1. The parties stipulate and agree that the rights and duties contemplated under this Intergovernmental Agreement shall not be assigned, delegated, or otherwise transferred to a third party without the prior written consent and agreement of the parties.

2. Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

3. Any and all modifications, alterations, additions, and/or changes to any term, condition, or agreement contained herein, shall be void and not binding on either party unless set forth in writing and signed by both parties.

4. This Agreement, attached exhibits, and any written amendments attached, represent the full understanding between the parties.

5. Nothing in this Agreement shall be construed as a waiver of the governmental immunity available to both parties under Colorado statute or other laws.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the respective parties have set their signatures effective the day and year first above written.

MONTROSE COUNTY HEALTH AND HUMAN SERVICES

Stephen Tullos

Stephen C. Tullos, Director

DATE: 5-18-18

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

Chairman

DATE: _____

MONTROSE BOARD OF COUNTY COMMISSIONERS

Keith Caddy, Chairman

DATE: _____

ATTEST:

Deputy Clerk to the Board

Date: _____

EXHIBIT A

CONTRACT AMENDMENT #7

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Office of Early Childhood 1575 Sherman Street, 1st Floor Denver, CO 80203	**Original Contract Number** 15 IHA 68670
Contractor Montrose County Department of Health and Human Services 1845 South Townsend Avenue Montrose, CO 81401	**Amendment Contract Number** 19 IHIA 109239
Current Contract Maximum Amount Initial Term State Fiscal Year 2015 $340,036 Extension Terms State Fiscal Year 2016 $356,643 State Fiscal Year 2017 $402,802 State Fiscal Year 2018 $469,498 State Fiscal Year 2019 $583,098* Total for All State Fiscal Years $2,152,077* *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract. The maximum payable for GAE is subject to appropriated funds, not to exceed $200,000 which is split among other NHVP vendors. See Exhibit G: General Accounting Encumbrance Provision.	**Contract Performance Beginning Date** July 1, 2014 **Current Contract Expiration Date** June 30, 2019

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Montrose County Department of Health and Human Services By: Keith Caddy, Chair, Board of County Commissioners Date: 5-2-18	**STATE OF COLORADO** John W. Hickenlooper, Governor Reggie Bicha Executive Director By: Mary Anne Snyder, Director, Office of Early Childhood Date:

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Clint Woodruff / Travis Yoder / Andrea Eurich

Amendment Effective Date:_____

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, 2018, whichever is later and shall terminate on the termination of the Contract.

4. **PURPOSE**

The Parties entered into the Contract for/to provide trained visiting nurses to help educate mothers on the importance of nutrition and avoiding alcohol and drugs, including nicotine, and to assist and educate mothers in providing general care for their children. This amendment extends the contract term for FY19, increases funds for services to be provided in FY19, adds Exhibit G, and amends Exhibits B, and C.

5. **MODIFICATIONS**

The Contract and all prior amendments thereto, (Original Contract CMS 15 IHA 68670; Option Letter #1 CMS 15 IHIA 77081; Option Letter #2 CMS 16 IHIA 79280; Amendment #1 CMS 16 IHIA 79281; Amendment #2 CMS 16 IHIA 86788; Amendment #3 CMS 17 IHIA 88657; Amendment #4 CMS 17 IHIA 95614; Amendment #5 CMS 18 IHIA 97543; Amendment #6 CMS 18 IHIA 103895), are modified as follows:

A. **Extend *Contract Expiration Date* from June 30, 2018 to June 30, 2019**

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 *Contract Maximum Amount* by $583,098 for services in FY19 and increase the *Total for All State Fiscal Years* from $1,568,979 to $2,152,077.**

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

ii. An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract. The maximum amount payable from the GAE is subject to appropriated funds, not to exceed $200,000, which is split among other NHVP vendors. See Exhibit G: General Accounting Encumbrance Provision.

C. **Exhibit B – Budget**

Exhibit B – Amendment #7, which is attached and incorporated into this Amendment, is hereby added to Exhibit B of the Original Contract.

D. **Exhibit C – Additional Provisions**

Exhibit C – Amendment #7, which is attached and incorporated into this Amendment, hereby replaces Exhibit C – Amendment #4.

E. **Exhibit G – General Accounting Encumbrance Provision**

Exhibit G, which is attached and incorporated into this Amendment, is hereby added to the Original Contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

COLORADO
Office of Early Childhood
Department of Human Services

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

Contractor Name	Montrose County Department of Health & Human Services	**Program Contact Name, Title**	Theresa Balet, FNP
		Phone	970 252 5015
		Email	tbalet@montrosecounty.net
Budget Period	July 1, 2018 - June 30, 2019	**Fiscal Contact Name, Title**	Kevin Miller
		Phone	970 252 5062
		Email	kmiller@montrosecounty.net
Project Name	Nurse Home Visitor Program	**Funded Caseload**	80
Counites Served	Montrose, Delta, Gunnison, Ouray, San Miguel		

Expenditure Categories

Personnel Services - Salaried Employees

Position Title/ Employee Name	Description of Work (fringe for all employees includes workers' comp, FICA, Medicare, Unemployment, LTD, retirement & Health Benfits)*	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount For Project	FY 2018-2019 A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
Theresa Balet, NFP Progam Supervisor (salary)	Serves as supervisor & manages all operations for the program at this site. Carries a small client caseload.*	$71,692	$20,305	85%	$78,197	$0	$0	$78,197
Kimberly Cook, RN-Nurse Home Visitor (salary)	Nurse Home Visitor who conducts home visits & coordinates schedules with families.*	$63,038	$19,163	100%	$82,201	$0	$0	$82,201
Sheila Olson, RN-Nurse Home Visitor (salary)	Nurse Home Visitor who conducts home visits & coordinates schedules with families.*	$68,295	$19,851	100%	$88,146	$0	$0	$88,146
Maria Peters, RN-Nurse Home Visitor (hourly)	Nurse Home Visitor who conducts home visits & coordinates schedules with families.*	$27,560	$3,299	100%	$30,859	$0	$0	$30,859
Veronica Martinez-Erie, Administartive Assistant (hourly)	Responsible for data entry, MC billing, program support & interpreter for our Spanish speaking clients as needed.*	$37,641	$15,305	80%	$42,357	$0	$0	$42,357
Vivian Sisneros, billing (hourly)	Assists with billing at the county level.*	$40,639	$13,579	5%	$2,711	$0	$0	$2,711
				1. Total Personnel Services (including fringe benefits)	**$324,471**	**$0**	**$0**	**$324,471**

Supplies & Operating Expenses		FY 2018-2019		
Item	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
Office Operating Expenses (i.e. supplies)	Used to purchase materials for the program, such as pens, paper, folders, binders and additional office supplies	$0	$0	$2,700
Client Support Materials	Includes gifts for clients and children to promote emotional & social development, safety & positive relationships.	$0	$0	$5,400
Printing & Publications	Printing of necessary forms and materials for the program	$0	$0	$2,200
Postal & Shipping Services	Costs for documents and communications to be mailed to clients or partnering sites and programs.	$0	$0	$200
Communications (cellular, network services)	Covers costs for phone services, long distance, cell services and data plan for tablets.	$0	$0	$2,000
Required models materials	Covers costs of forms and required model materials used during home visits	$0	$0	$1,400
Computers or laptops w/software	Covers costs to update software as needed (i.e. software for medicaid billing)	$0	$0	$500
Rent, Maintenance, utilities (not included in indirect rate)	Covers costs for NFP space in HHS building	$0	$0	$14,678
	2. Total Supplies & Operating Expenses	$0	$0	$29,078

Training and Technical Assistance							FY 2018-2019		
Item	Description of Item		Per	Fee	#	Total	A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
Program Support Fee	Required cost for NFP		Supervisor	$8,328	1	$8,328	$0	$0	$8,328
DANCE Education	Cost covers required NFP training		NHV	$670	1	$670	$0	$0	$670
DANCE Licensing	Covers costs for yearly reliscensing		NHV	$65	3	$195	$0	$0	$195
Nurse Consultation, 1st Supervisor	Required cost for NFP		Supervisor	$3,685	1	$3,685	$0	$0	$3,685
Administrator Education	NFP training for Administrator		Administrator	$568	1	$568	$0	$0	$568
Professional Development	Covers cost of additional training for NHVs		NHV/Supervisor	$600	5	$3,000	$0	$0	$3,000
					3. Total Training and Technical Assistance	$20,346	$0	$0	$16,446

Equipment (Over $5,000 Per Item)		FY 2018-2019		
Name	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
	No costs in this category will be reimbursed by CDHS	$0	$0	$0
	4. Total Equpment	$0	$0	$0

Travel		FY 2018-2019		
Item	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
State supervisor meetings	Covers cost of travel, per diem and hotels to attend 3 state supervisor meetings per year in Denver. Per Diem shall be calculated using the CONUS Per Diem rates for the area of travel. Rates can be found at https://www.colorado.gov/pacific/osc/travel-fiscal-rule in Appendices A1 and A2. Mileage reimbursement shall not exceed the State Mileage Rate of $0.49/mile. Rates can be found at https://www.colorado.gov/pacific/osc/travel-fiscal-rule.	$0	$0	$3,000
NFP Training and Travel	Covers costs of travel to meetings, symposium & classes, as well as hotel and per diem when overnight stay is required. Per Diem shall be calculated using the CONUS Per Diem rates for the area of travel. Rates can be found at https://www.colorado.gov/pacific/osc/travel-fiscal-rule in Appendices A1 and A2. Mileage reimbursement shall not exceed the State Mileage Rate of $0.49/mile. Rates can be found at https://www.colorado.gov/pacific/osc/travel-fiscal-rule.	$0	$0	$3,500
2018 National NFP Symposium	Covers costs for 3 nurses to attend 2018 National NFP Symposium in Denver. Includes funding for hotel stay and travel. Per Diem shall be calculated using the CONUS Per Diem rates for the area of travel. Rates can be found at https://www.colorado.gov/pacific/osc/travel-fiscal-rule in Appendices A1 and A2. Mileage reimbursement shall not exceed the State Mileage Rate of $0.49/mile. Rates can be found at https://www.colorado.gov/pacific/osc/travel-fiscal-rule.	$0	$0	$1,200
County Vehicle Charges	County vehicles are used for all travel, including home visits. Covers costs for fleet, motor pool expenses and replacement accural. Mileage reimbursement shall not exceed the State Mileage Rate of $0.49/mile. Rates can be found at https://www.colorado.gov/pacific/osc/travel-fiscal-rule.	$0	$0	$16,000
Zero-to-Three National Conference	Covers costs for 1 nurse to attend National conference in Denver. Includes funding for hotel stay & travel. Per Diem shall be calculated using the CONUS Per Diem rates for the area of travel. Rates can be found at https://www.colorado.gov/pacific/osc/travel-fiscal-rule in Appendices A1 and A2. *Any out-of-state travel costs or airfare must be pre-approved by CDHS. Mileage reimbursement shall not exceed the State Mileage Rate of $0.49/mile. Rates can be found at https://www.colorado.gov/pacific/osc/travel-fiscal-rule.	$0	$0	$500
	5. Total Travel	$0	$0	$24,200

Contractors/Consultants (payments to third parties or entities)		FY 2018-2019		
Name	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
Gunnison County NFP Contract	This covers program costs for the NHV in Gunnison @ 0.75 FTE and includes salary, benefits. Montrose NFP contracts with Gunnison County for this position.	$0	$0	$60,286
Supplies & Operating Expenses	Covers costs for office supplies, postage, photocopy, printing & publications, cell phone, translator etc.	$0	$0	$3,303
Transportation & Travel	Transportation, motor pool expenses and travel to meetings, professional development, as well as hotel and per diem.	$0	$0	$6,300
IT	Covers IT support for Gunnison NHV	$0	$0	$1,894
Outside Services	Covers costs for consultation with mental health providers when dealing with challenging clients	$0	$0	$500
	6. Total Contractors/Consultants	$0	$0	$72,283
	MODIFIED TOTAL DIRECT COSTS (MTDC)	$0	$0	$466,478

Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]		FY 2018-2019		
Item	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
State Negotiated Indirect cost rate	25% cap of modified total direct costs (Negotiated Rate with CDPHE is 60%)	$0	$0	$116,620
	Total Indirect	$0	$0	$116,620
	TOTAL	$0	$0	$583,098

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. Timely Invoicing - Invoices shall be submitted no later than 45 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to CDHS_OEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

D. 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.

E. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.

5. PARTICIPATION

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

6. SUPPLANTING

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

7. BUDGET CHANGES

Contractor may request in writing adjustments to the direct costs in the current year budget **(EXHIBIT B)** not to exceed 10% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 10% 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.

8. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

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

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

9. CRITICAL INCIDENT REPORTING

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

10. MANDATED REPORTING

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).

All program staff are required to take the online mandatory reporter training on the CDHS Child Welfare Training System: https://www.coloradocwts.com/mandated-reporter-training.

GENERAL ACCOUNTING ENCUMBRANCE PROVISION

FUNDS FOR Nurse Home Visitor Program (NHVP):

Payment for Nurse Home Visitor Program (NHVP) General Accounting Encumbrance (GAE) to all contractors will be made as incurred, in whole or in part, from the total available funds not to exceed $200,000 for the GAE portion of the NHVP program. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to NHVP GAE 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 NHVP contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of NHVP GAE funds.

The NHVP program manager will approve GAE expenditures on a case-by case basis. In order to get approval the following criteria must be met:

A. Local Implementing Agency must provide a written request detailing the funding requested and why it is necessary to implement or improve the home visiting program.

B. Only items which are permitted for purchase under the GAE may be purchased. These items include the following:

i. NFP training costs- often sites experience staff turnover in a fiscal year, and the GAE may be used to cover costs of NFP required training that was not included in their FY18-19 budget.

ii. Travel costs associated with NFP training. For example, if a site hires a new Nurse Home Visitor and this staff member is required to attend NFP orientation, the site can use the GAE for the training registration and travel expenses for the training. Training costs may include mileage, hotel accommodations, and per diem for the staff member attending the training. Per Diem shall be calculated using the CONUS Per Diem rates found at https://www.colorado.gov/pacific/osc/travel-fiscal-rule in Appendices A1 and A2. Mileage shall not exceed the State mileage rate of $0.49 cents per mile. Any out of state travel costs must be pre-approved by the NHVP program manager.

iii. Operational items not included in the FY18-19 budget such as cell phones, tablets, and laptops due to staff turnover.

C. Local Implementing Agency must not have other funding in their contract that could easily be used to cover the cost of the expenditure without negatively impacting program deliverables.

D. The state intermediary must concur that they believe the expenditure to be necessary to improving the program.

E. Funding must be available in the GAE.

F. NHVP program manager must approve the expenditure in writing.