AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's Signature; Int

Action Requested: County Manager Signature

Parties to the Agreement: BOCC & CO Dept Human Services

Term Begins: **Term Ends:** 6/30/2019 **Grant Contract #:**

Summary:

Renewal of ECC contract for systems building work.

Fiscal Impact: $83,344

Submitted by: c worrall **Submitter's Email Address:** cworrall@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

No concerns, this grant is covered in the 2018 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/9/2018

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 7/10/2018 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/10/2018

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

Agenda Date: 7/17/2018

Revised April 2015

COLORADO
Office of Early Childhood
Department of Human Services

Colorado Department of Human Services
Office of Early Childhood

SUBRECIPIENT INFORMATION SHEET

The Office of Early Childhood is preparing a Contract or Contract Amendment for your organization. Because the funding for the contract is a federal award, we are required to gather some information to comply with the requirements of The Federal Funding Accountability and Transparency Act (FFATA). Please see the questions below:

Legal Name of Vendor as it appears on the Contract/Purchase Order including any dba:

Gunnison County

Address: 200 E. Virginia Ave

City: Gunnison **State**: CO **Zip Code**: 81230 **County:** Gunnison

Please provide your **DUNS #:** 133115220 **Fiscal Year End Date:** 6/30/19

In the previous tax year, did you receive $25,000,000 or more of your annual gross revenues from federal financial assistance? **Yes** ☐ **No** ☑

If Yes, was 80% or more of your annual gross revenues from federal financial assistance? **Yes** ☐ **No** ☑

If Yes, Please provide the names and compensation amounts of the vendor's five most highly compensated executives:

	Executive Name	Total Compensation
1.		$
2.		$
3.		$
4.		$
5.		$

Please return this form to the Office of Early Childhood to the email address of the person who sent it to you.

Thank you.
Office of Early Childhood Contract Unit

INTERGOVERNMENTAL CONTRACT AMENDMENT #2

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** 18 IHIA 103943
Contractor Gunnison County Department of Human Services 225 North Pine Street, Suite E Gunnison, CO 81230	**Amendment Contract Number** 19 IHIA 109539
Current Contract Maximum Amount Initial Term State Fiscal Year 2018 $51,270* *An appropriation for Quality Improvement (QI) General Accounting Encumbrance (GAE) is hereby added to this contract. The maximum amount payable for QI GAE is subject to appropriated funds, not to exceed $2,614,500, which is split among other Early Childhood Council (ECC) vendors. See Exhibit H, Section 9. Quality Improvement General Accounting Encumbrance (GAE).	**Contract Performance Beginning Date** October 1, 2017
Extension Terms State Fiscal Year 2019 $83,344* *An appropriation for Quality Improvement (QI) General Accounting Encumbrance (GAE) is hereby added to this contract. The maximum amount payable for QI GAE is subject to appropriated funds, not to exceed $3,486,000, which is split among other Early Childhood Council (ECC) vendors. See Exhibit H, Section 9. Quality Improvement General Accounting Encumbrance (GAE). Total for All State Fiscal Years $134,614*	**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 Gunnison County Department of Human Services	**STATE OF COLORADO** John W. Hickenlooper, Governor Reggie Bicha Executive Director
By: Matthew Birnie, Gunnison County Manager	By: Mary Anne Snyder, Director, Office of Early Childhood
Date: 7/10/18	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

Gunnison County Department of Human Services shall be the fiscal agent to Gunnison-Hinsdale Early Childhood Council. Statutorily ECCs support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level supports for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels. This Amendment increases funds for FY19 services and amends Exhibits A, B, D, G and H.

5. MODIFICATIONS

The Contract and all prior amendments thereto (Original Contract CMS 18 IHIA 103943; Amendment #1 CMS 18 IHIA 106143; and Option Letter #1 CMS 19 IHIA 110552) are modified as follows:

A. Increase the *Contract Maximum Amount for FY19* by $14,984 and Increase the Total for *All State Fiscal Years* from $119,630* to $134,614*.

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.

B. Exhibit A – Statement of Work

Exhibit A – Amendment #2, which is attached and incorporated into this Amendment, is hereby added to Exhibit A of the Original Contract.

C. Exhibit B – Budget

Exhibit B – Amendment #2, which is attached and incorporated into this Amendment, is hereby added to Exhibit B of the Original Contract.

D. Exhibit D – Overview of Colorado Shines Business Rules

Exhibit D – Amendment #2, which is attached and incorporated into this Amendment, shall replace Exhibit D of the Original Contract.

E. Exhibit G – Supplemental Provisions for Federal Awards

Exhibit G – Amendment #2, which is attached and incorporated into this Amendment, hereby replaces Exhibit G – Option Letter #1 of the Original Contract.

F. Exhibit H – Additional Provisions

Exhibit H – Amendment #2, which is attached and incorporated into this Amendment, shall replace Exhibit H 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)
SYSTEMS BUILDING

GUNNISON COUNTY DEPARTMENT OF HUMAN SERVICES

FISCAL AGENT FOR:
GUNNISON HINSDALE EARLY CHILDHOOD COUNCIL
225 N. PINE STREET, SUITE E
GUNNISON, CO 81230

JULY 1, 2018 – JUNE 30, 2019

INTRODUCTION/BACKGROUND

The Gunnison Hinsdale Early Childhood Council works 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 years of age or younger and their parents in a manner that is responsive to local needs and conditions. Colorado includes four components that make up the overarching goals to improve the quality of child care services: quality standards, licensed program improvement supports, licensed program quality incentives, and supports for implementation.

SCOPE OF WORK

The Gunnison Hinsdale Early Childhood Council (GHECC) will sustain a council of early childhood stakeholders through holding membership meetings and building and maintaining relationships. The GHECC is guided by a jointly developed strategic plan, which will be kept updated. An evaluation plan will be developed. The GHECC will annually submit an organizational strategic plan, as well as a written, comprehensive evaluation and report of its progress based on the strategic plan accountability metrics. The GHECC will submit a current record of the council governance structure, including membership list, organization chart, name and contact of Council Director, council bylaws, and an annual budget. Additionally, this scope of work is intended to:

1. **Community Dispersion of High Quality CCCAP -** Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).
2. **Colorado Shines Program Engagement -** Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.
3. **Children Served in High Quality Programs -** Increase the number and percentage of children receiving child care subsidy being served in a high quality program.
4. **Promotion of Colorado Shines Quality Rating and Improvement System -** Promote the Colorado Shines Quality Rating and Improvement System at least once a month and
5. **Promotion of the Early Learning and Development Guidelines -** Promote the Early Learning and Development Guidelines at least once a month.

PERIOD OF PERFORMANCE

The timeframe for this Scope of work is July 1, 2018 through June 30, 2019.

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

WORK PLAN

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement: The GHECC will maintain an early childhood council that meets state statute and the rules governing councils, including membership of 7 mandatory stakeholders, submission of current strategic and evaluation plan, and tracking of measurements.	*The GHECC will continue to be a functioning early childhood council that meets state statute and new rules.* *A new evaluation plan and report are submitted to the OEC by June 30th, 2018 and annually thereafter.*				
Key Activity A: *Maintain Membership and Hold Council Meetings*					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Plan and hold at least 6 GHECC meetings per year.	July 1, 2018 - June 30th, 2019	6 GHECC meetings held per year	Meeting notes with attendance on sign-in.	Council Coordinator	Personnel
Maintain membership of at least 10 members with 7 mandatory Stakeholder members.	July 1, 2018 - June 30th, 2019	10 Early Childhood Members with 7 Mandatory members represented.	Membership List with Contact information and alignment with 7 Mandatory members.	Assistant Council Coordinator	Personnel
Annually review and renew Memorandum of Understanding with members.	July 1, 2018 - June 30th, 2019	New MOUs are signed by all members, including 7 mandatory stakeholders and updated yearly.	MOUs are signed and submitted	Council Coordinator	Personnel
Actively inform and include small or under-represented early childhood service providers in Early Childhood Council activities and functions. Specific outreach to home providers and MOPS (mothers of preschoolers)	July 1, 2018 - June 30th, 2019	New members join the early childhood council, attending at least half of the yearly meetings	Meeting notes with attendance sign-ins	Council Coordinator Assistant Council Coordinator	

Work Plan					
Key Activity B: *Strategic Plan, Evaluation Plan and Report*					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Review, update, and approve Strategic Plan annually that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents.	October 1, 2017 - June 30th, 2020	Submitted updated Strategic Plan annually	Plan is submitted to the OEC	Council Coordinator	Personnel
Develop, approve, and conduct an Evaluation Plan, which is a local system of accountability to measure local progress based on the needs and goals set for program performance	October 1, 2017 - June 30th, 2020	Submitted Evaluation Plan annually	Plan is submitted to the OEC	Council Coordinator	Personnel
Track and report annually accountability measurements defined in the strategic plan	October 1, 2017 - June 30th, 2020	Data tracking requested measures annually	Data is submitted to the OEC	Council Coordinator	Personnel
Create an Evaluation Report, based on the strategic plan	October 1, 2017 - June 30th, 2020	Submitted Evaluation Report annually	Evaluation Report is submitted to the OEC	Council Coordinator	Personnel
Key Activity C: *Bylaws, Operating Agreement and Organizational Chart*					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Review, update if needed, and approve council Bylaws, Operating Agreement, and Organization Chart annually	October 1, 2017 - June 30th, 2020	Submitted Bylaws, Operating Agreement, and Organizational Chart	Bylaws, Operating Agreement, and Organization Chart is submitted to OEC	Council Coordinator	Personnel

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement: Early Childhood Services Providers will have a local, in person, professional development opportunity and improve their Early Childhood Professional Credential Level.	*At least 50 early childhood service providers attend the conference, and at least 2 obtain a CEU by December 31st, 2018 and annually thereafter.*				
Key Activity D: *Nurturing the Young Child Conference*					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Hold an annual Nurturing the Young Child Conference (NTYC) in collaboration with Western State Colorado University.	December 31st, 2018	The NTYC Conference will provide at least 6 training hours and 0.5 Continuing Education Units (CEU)s.	List of Attendees, number of training certificates given, and number of people obtaining the 0.5 CEU	Assistant Coordinator	Personnel and Annual Conference

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).				
Key Activity E: Community Dispersion of High Quality CCCAP					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Target and outreach to Colorado Shines Quality Level 2 child care providers accepting CCCAP *in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high quality programs (Level 3-5)*; help programs understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs	7/1/18 – 6/30/19	Child care providers that accept CCCAP eligible children will understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs	✓ Number of quality Level 2 targeted child care providers ✓ Number of providers contacted and given information	Quality Improvement Navigator	Personnel

Work Plan					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Provide technical assistance and quality improvement (QI) coaching to targeted child care providers that apply for a Colorado Shines Quality Rating and connect providers to professional development opportunities offered by the Council or other local/state agencies. Technical Assistance and Coaching include the topic of Family Engagement as listed in School Readiness Plan.	7/1/18 – 6/30/19	Child care providers that accept CCCAP eligible children will apply for a Colorado Shines Quality Rating for Level 3-5	✓ Number of QI Coaching hours provided ✓ Total funds spent by providers on QI materials ✓ Total funds spent on professional development training ✓ Colorado Early Childhood Credential level of provider staff members ✓ Number of child care providers (that accept CCCAP) apply for a Level 3-5 Quality Rating ✓ Number of child care providers (that accept CCCAP) eligible children increase their quality to a Level 3-5 ✓ Number of CCCAP eligible children that receive high quality child care services	Quality Improvement Navigator and QI Coach	Personnel and GAE Funding

Work Plan					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Target and outreach to Colorado Shines Quality Level 3-5 child care providers that do not currently accept CCCAP *in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high quality programs (Level 3-5)*; provide information to providers about the financial benefits of accepting CCCAP eligible children; connect them with the appropriate County CCCAP staff	7/1/18 – 6/30/19	Child care providers that are at a Quality Level 3-5 will accept CCCAP eligible children	✓ Number of quality Level 3-5 child care providers targeted that are given information to providers about the financial benefits of accepting CCCAP eligible children ✓ Number of quality Level 3-5 providers that contact CCCAP staff in their County ✓ Number of quality Level 3-5 providers that secure a CCCAP Fiscal Agreement ✓ Number of CCCAP eligible children that receive high quality child care services	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.				
Key Activity F: Colorado Shines Program Engagement					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Outreach to Colorado Licensed Child Care providers (Level 1) by email, mail, phone calls and/or face to face visits to help programs understand the structure, requirements and benefits associated with Colorado Shines	7/1/18 – 6/30/19 And ongoing through 6/30/19 as new or newly interested providers are identified	Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities	✓ Number of level 1 providers contacted by each avenue	Quality Improvement Navigator	Personnel
Provide technical assistance to Level 1 providers to register on Colorado Shines, Professional Development Information System (PDIS) and provide a detailed overview of the rating levels and the steps programs will need to take to maintain these ratings	7/1/18 – 6/30/19 And ongoing through 6/30/19 as new or newly interested providers are identified	Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating	✓ Number of providers receiving technical assistance ✓ Number of technical assistance hours provided ✓ Number of providers registered on Colorado Shines ✓ Number of providers with a PDIS account	Quality Improvement Navigator	Personnel

Work Plan					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Provide a copy of the QRIS Program Guide to licensed providers	7/1/18 – 6/30/19	Encourage local child care providers to take action on increasing the quality of their care with accurate information	✓ Number of QRIS Program Guides distributed to providers	Quality Improvement Navigator	Personnel

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Increase the number and percentage of children receiving child care subsidy being served in a high quality program.				
Key Activity G: Children Served in High Quality Programs					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Continue to meet regularly with CCCAP staff and other family service agencies	7/1/18 – 6/30/19	Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff	✓ Number of meetings with agenda ✓ Number of participants and agency representation ✓ Number of children receiving CCCAP	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel

Work Plan					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Provide technical assistance to providers on the financial benefits of accepting CCCAP eligible children and in connecting with appropriate County CCCAP staff to develop a fiscal agreement for child care subsidy	7/1/18 – 6/30/19	Support providers to get accurate information, training and technology on the CCCAP program	✓ Number of providers with County CCCAP fiscal agreement ✓ Number of providers that accept CCCAP in Colorado Shines	Early Childhood Council Coordinator and QI Navigator	Personnel

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:		Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.			
Key Activity H: Promotion of Colorado Shines Quality Rating & Improvement System & Early Learning Development Guidelines					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Website	7/1/18 – 6/30/19	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is made available on the Gunnison County ECC Website	✓ Gunnison County ECC website information with links to resources for Colorado Shines Quality Rating and Improvement and Early Learning Development Guidelines System	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel And Indirect Cost
Early Childhood Council Meetings and Outreach messages: email, Facebook, newspapers	7/1/18 – 6/30/19	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at all Council Meetings, or through Facebook, email lists, and newspapers monthly	✓ Number of Communities meetings with agendas and participants	QI Navigator	Personnel

SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
An updated and approved strategic plan will be submitted to the OEC.	June 30th, 2019.	The GHECC will update and approve the strategic plan and evaluation plan annually.
An evaluation report will be submitted to the OEC on an annual basis.	June 30th, 2019	The GHECC will create an evaluation report.
At least 10 council members will have signed MOUs, including the 7 mandatory members, which will be submitted to the OEC.	June 30th,2019	New MOUs are signed by all members, including 7 mandatory stakeholders and updated annually.
At least 50 early childhood service providers will attend the local professional development conference as shown by registration tracking.	By December 31st, 2018.	The GHECC will hold an annual Nurturing the Young Child Conference with at least 50 attendees attending the conference and 2 obtaining 0.5 CEUs.
Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).	July 1, 2018 – June 30, 2019	• Child care providers that accept CCCAP eligible children will understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs • Child care providers that accept CCCAP eligible children will apply for a Colorado Shines Quality Rating for Level 3-5 • Child care providers that are at a Quality Level 3-5 will accept CCCAP eligible children

Measurement	Schedule	Deliverables
Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.	July 1, 2018 – June 30, 2019	• Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities • Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating • Encourage local child care providers to take action on increasing the quality of their care with accurate information
Increase the number and percentage of children receiving child care subsidy being served in a high quality program.	July 1, 2018 – June 30, 2019	• Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff • Support providers to get accurate information, training and technology on the CCCAP program
Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	July 1, 2018 – June 30, 2019	• Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is made available on the ECC Website • Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is promoted monthly through the ECC email listserve • Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared monthly at Community Meetings or through email, Facebook, newspaper messages

ACCEPTANCE CRITERIA

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

COLORADO
Office of Early Childhood
Department of Human Services

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

Contractor Name	Gunnison County
Budget Period	July 1, 2018 - June 30, 2019
Project Name	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI)

Program Contact Name and Title **Phone** **Email**	Margaret Wacker, Community Services Supervisor 970-641-7913 mwacker@gunnisoncounty.org
Fiscal Contact Name and Title **Phone** **Email**	Jody Wise, Accountant 970-641-7679 jwise@gunnisoncounty.org

Expenditure Categories

Personnel Services - Salaried Employees — FY 2018-2019

Position Title/ Employee Name	Description of Work and Fringe Benefits Include: SSEC, MCARE, Dental, Vision, and Health Insurance, and retirement.	Gross or Annual Salary	Fringe	Total Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Total Amount Requested from CDHS
Council Coordinator/ Margaret Wacker	Manages the budgets and contracts, oversees quality improvement activities, coordinates council meetings, council member outreach, leads planning processes, completes quarterly reports, and writes grants.	$66,287	$32,740	33%	$ 29,708	$ 2,971	**$ 32,679**
Assistant Council Coordinator/ Lana Athey	Assists in systems building activities, provides quality improvement navigation and outreach, administrative work, event planning, council member outreach, writes grants.	$50,482	$10,650	32%	$ 12,838	$ 6,725	**$ 19,563**
Quality Improvement Coach/ Corrine Jaeger	Outreaches to childcare providers, provides direct coaching and training for childcare providers and some quality improvement navigating.	$51,251	$4,100	5%	$ -	$ 2,768	**$ 2,768**
Outreach Assistant	Outreach to and support home child care providers and Family Friend and Neighbor Care providers.	$36,088	$4,100	20%	$ 8,038	$ -	**$ 8,038**
				Total Personnel Services (including fringe benefits)	**$ 50,584**	**$ 12,464**	**$ 63,048**

Contractors/Consultants (payments to third parties or entities) — FY 2018-2019

Name	Description of Item	ECSB	CSQI	Total Amount Requested from CDHS
	No costs shall be reimbursed by CDHS for this category.	$ -	$ -	**$ -**
	Total Contractors/Consultants	**$ -**	**$ -**	**$ -**

Travel				FY 2018-2019
Item	**Description of Item**	**ECSB**	**CSQI**	**Total Amount Requested from CDHS**
Travel to Denver for ECCLA meetings, the Rocky Mountain Early Childhood Conference, and to council meetings and coaching visits throughout the region (Crested Butte and Lake City)	5 trips to Denver for ECCLA and/or RMECC, 400 miles x .545 = $215 x 4 = $1075, plus lodging for 8 nights at $100/night = $800 and 9 days of per diem @ $36= $324 for a total of $2,064. 2 trips to Lake City for ECC/CPP meetings 220 miles x .545 = $120 . 1 trip to CB for an ECC meeting @ 56 miles x .545 = $31. Grand Total of $2,231 Travel to Denver 400 miles x .545 = $218, lodging $100 for one night = $100, per diem $51 x 2 = 102, total of $416. Travel within council area to Lake City and Crested Butte: 166 miles = $90 Grand Total of $510 Mileage shall not to exceed the Federal mileage rate of $0.545 cents per mile Per Diem shall not to exceed Federal GSA per diem rates for the area of travel. (https://www.gsa.gov/travel-resources) * Usage of airfare or Out of State Travel requires pre-approval from CDHS. Lodging shall be reimbursed at the conference rate.	$ 2,901	$ 640	**$ 3,541**
	Total Travel	**$ 2,901**	**$ 640**	**$ 3,541**

Supplies & Operating Expenses				FY 2018-2019
Item	**Description of Item**	**ECSB**	**CSQI**	**Total Amount Requested from CDHS**
Computer Cost/IT charge	50% of 2 laptops @ $3,000 per year = $3,000	$ 2,500	$ 500	**$ 3,000**
Annual Conference	Conference Space = $450 Food = $300 Materials = $200 Total is = 950	$ 950	$ -	**$ 950**
Office Supplies	pens, paper, ink/toner, etc.	$ 197	$ 32	**$ 229**
Meeting/Event costs	Food costs, 4 parenting/Family Friend and Neighbor/ Spanish Speakers meetings @ $250/meeting	$ 1,000	$ -	**$ 1,000**
Partial Scholarships to help meet licensing requirements	Partial scholarships for licensed child care providers or those applying for a childcare license to meet licensing requirements.	$ 3,299	$ -	**$ 3,299**
Office Equipment	Desk, chair x 2	$ 1,000	$ -	**$ 1,000**
	Total Supplies & Operating Expenses	**$ 8,946**	**$ 532**	**$ 9,478**
	MODIFIED TOTAL DIRECT COSTS (MTDC) 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 $25,000.	**$ 59,132**	**$ 13,636**	**$ 72,768**

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**	**ECSB**	**CSQI**	**Total Amount Requested from CDHS**
Indirect rate:	10% de minimus rate of Modified Total Direct Costs	$ 5,913	$ 1,364	**$ 7,277**
	Total Indirect	**$ 5,913**	**$ 1,364**	**$ 7,277**
	TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)	**$ 68,344**		
	TOTAL COLORADO SHINES QUIALITY IMPROVEMENT (CSQI)		**$ 15,000**	
	TOTAL AMOUNT REQUESTED FROM CDHS			**$ 83,344**
	PERCENTAGE OF BUDGET BY PROJECT			**FY 2018-2019**
		ECSB	**CSQI**	**Total Percentage**
	PERCENTAGE OF BUDGET BY PROJECT	82%	18%	**100%**

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

Overview of Colorado Shines Business Rules

Colorado Shines Quality Rating and Improvement System

The Colorado Shines Quality Rating and Improvement System is the primary measure of the quality and effectiveness of child care programs offering high quality child care settings to children ages 0-5 with high needs. The Colorado Shines Quality Rating and Improvement System embeds licensing at Level 1. Licensing Specialists play a critical role in Level 1 and Level 2. Each Licensing Specialist receives ongoing training and support regarding the goals of Colorado Shines and his or her role in supporting programs to get involved and move through the higher quality levels of the statewide rating system. During a monitoring visit, the Licensing Specialist conducts a Level 2 Program Quality Assessment to support programs meeting Level 2 requirements. Additionally, each Specialist is trained as a customer support representative connecting the program to resources, such as the Colorado Shines website, Help Desk, and connecting with the Early Childhood Council Quality Improvement Navigator. Colorado Licensing Specialists are considered one of many quality ambassadors for the Colorado Shines Quality Rating and Improvement System. Licensing Specialists also provide important feedback to those not interfacing with programs as often, providing communication to the state and local staff regarding technical assistance that is needed to support the attainment of quality standards.

Colorado Shines includes five standard areas that research has shown are related to program quality: Workforce and Professional Development; Family Partnerships; Leadership, Management and Administration; Learning Environment; and Child Health. In addition to accumulating the total number of points required for each Level 3-5 rating, programs must meet minimum levels of quality as measured by the appropriate Early Childhood Environment Rating Scale (ERS). Colorado Shines quality standards apply to all licensed child care centers, family child care homes, and district and charter-based preschool programs serving children prior to kindergarten entry. This rating system is a block and point system with Levels 1 and 2 based on meeting standards outlined in each block and Levels three through five based on an accumulation of points. Programs that meet current early education and care program-licensing criteria will receive a Level 1 quality rating. Level 1 demonstrates that a program maintains a permanent license. If a program chooses not to pursue higher quality levels within Colorado Shines, then it will remain at a Level 1, unless licensing compliance changes. There are no requirements that programs be rated beyond the licensing requirement of a Level 1. However, a program must have a Level 2 in order to qualify for quality improvement incentive funds[1].

Quality Incentives and Program Supports

The Colorado Shines quality improvement incentives and program supports are based on license type (center/home), number of classrooms, and program quality level. The Office of Early Childhood, Colorado Department of Human Services, sets funding amounts for quality improvement incentive awards. Actual funding amounts vary and

[1] A program may also qualify through a demonstrated hardship (see licensed program eligibility criteria).

may be decreased based on the application of an indirect cost rate or offered in a more prescriptive manner as outlined in the Early Childhood Council Strategic Plan, School-Readiness Plan and Quality Improvement Program Memorandum of Understanding (QI MOU) that is executed with each participating child care program. Quality improvement resources are based on available funding. Applications are reviewed against a rubric that incorporates the High Needs Score.

Quality improvement incentives are awarded to child care programs with the highest score. Quality improvement incentives offered at Levels 1 and 2 include funding to support the readiness assessment, which determines a program's ability to meet the Levels 3-5 quality indicators as well as the programs quality improvement planning.

Allowable Use of Quality Improvement Supports and Incentive Funding

All licensed program quality improvement supports and quality incentive funding must be linked to goals noted within the child care program Colorado Shines Quality Improvement Plan. Programs can choose to access coaching (direct and indirect), professional development, temporary teacher funds, and early learning materials.

1. **Coaching** - Colorado Shines offers a coaching model that supports all five quality standards. Coaching includes intensive support offered by subject matter experts to enhance particular aspects of quality. This support can occur in person or remotely, for example via phone, email, or video conference. This model incorporates practice based coaching which focuses on planning and goal setting, focused observation, reflection and sharing teaching practices. Coaches are required to hold a coaching credential to coach within this framework. Coaching includes both direct classroom coaching and indirect coaching activities (preparing, following up, logging coaching, travel).
2. **Professional Development and Temporary Teacher Funds** - Participating programs may utilize quality improvement funding to compensate for professional development activities for their staff. Allowable activities include qualifying Early Childhood Education college coursework, conferences, or trainings.
3. **Early Learning Materials** - Classroom materials, such as non-consumable materials for the child care learning environment.
4. **Tiered Reimbursement** - Detail for the Tiered Reimbursement Plan shall be reflected in the Early Childhood Council(s) school-readiness plan in cases where tiered reimbursement will be included as a quality incentive strategy for licensed program grant awards. Colorado Shines Quality Improvement funding may only be used to augment existing provider rates for programs being supported at a Colorado Shines high quality (Levels 3-5).

Funds to support **capital improvements** in programs that serve infants and toddlers may be available through an application to and approval from the Office of Early Childhood, Colorado Department of Human Services. State approval depends on available funding and strength of the request.

Quality Incentive Funding Formula and Business Rules

Quality improvement incentives are monetary awards within the Colorado Shines Quality Rating and Improvement System (QRIS) which are generally intended to help support the costs of improving program quality and/or maintaining program quality. Quality

improvement incentives are related to a program's Colorado Shines Quality Improvement Plan (QIP), are conditioned on the achievement and advancement of quality levels in Colorado Shines, and are intentionally focused on the statewide priorities and goals. Awards are structured to encourage programs to engage in Colorado Shines, to serve children with high needs, and to improve quality.

Early Childhood Councils deploy the local delivery supports for the Colorado Shines Quality Rating and Improvement System to support early learning programs to increase or maintain quality through the implementation of quality improvement activities. This includes program level support from Quality Improvement Navigators and Coaches. Quality funds are allocated based on program type (center/home), number of classrooms, and program quality level.

All quality improvement incentive funding is accessible through a General Accounting Encumbrance (GAE). A payment structure whereby each participating Early Childhood Council contract will include the full amount of the GAE as a "not to exceed" statement and can draw down from the GAE with proper approval. Prioritization for funding is driven by State Department priorities and demand.

Business Processes for the Distribution and Tracking of the Incentives

Early Childhood Councils serve as Quality Improvement Incentive Administrators for the Colorado Shines Quality Rating and improvement System. This is consistent across all quality improvement programs funded through the Office of Early Childhood, Colorado Department of Human Services.

The Colorado Shines Technology System is integrated with the Professional Development and Information System, ecConnect system, and other authoritative data sources to minimize self-report data and provide a coordinated end-user experience to child care programs. Quality Incentive Administrators will use the ecConnect System to administer the child care quality improvement applications, approve and allocate quality improvement incentive funds; close-out; and renew quality improvement programs. Internal controls and approval workflows have been built into the system to encourage compliance and the use of best practices for grant expenditure documentation and timesheet management. This allows for enhanced grant management oversight and analysis.

Initial and Ongoing Licensed Program Eligibility Criteria

In order to be eligible and participate in a Colorado Shines quality improvement program, each early care and learning program must minimally meet the following requirements:

1. Hold a current, permanent child care license and be in compliance with Head Start/Early Head Start regulations (where applicable).
2. Enroll children prior to kindergarten entry.
3. Hold a Colorado Shines Level 2 or higher at the time of application. Please see below for clarification if a program has not achieved a Level 2.
4. Maintain a Colorado Child Care Assistance Program (CCCAP) fiscal agreement AND indicate acceptance of CCCAP on the Colorado Shines program profile.
5. Submit an application for quality improvement and incentive supports within the Quality Improvement tab of the program profile within the program of the Colorado Shines Technology System.

Hardship Program Eligibility and Award

Licensed programs rated in the Colorado Shines system at a Level 1 with a CCCAP fiscal agreement, actively working toward a Level 2 with a demonstrated hardship requiring additional resources in order to reach a quality Level 2 are eligible for a one time award. This award can only be accessed once during the current and future State Fiscal Years. The program will earn fifty percent of the award amount when the Colorado Shines QI MOU is executed and the remaining award amount once the Level 2 rating is earned within a five month timeframe. This application is open from July 1, 2018-December 31, 2018.

Once awarded, a program must meet the following criteria in order to continue participation in a Colorado Shines quality improvement program:

1. Execute and comply with the QI MOU.
2. Achieve and maintain a Level 2 within five (5) months of the QI MOU execution date.
3. Meet Quality Improvement Plan requirements by including the results of the Colorado Shines Readiness Assessment or program results of a Level 3 through 5 onsite assessment into this plan.
4. Maintain a CCCAP fiscal agreement AND indicate acceptance of CCCAP on the Colorado Shines program profile.
4. Submit an application to be rated for Level 3-5 or attain a Level 3-5 alternative pathway within an 18-month period and maintain a high quality Colorado Shines Level 3-5 rating.

The Office of Early Childhood will be providing information regularly regarding eligible licensed programs, based on the above criteria.

EXHIBIT **G - Amendment #2 -** Supplemental Provisions for Federal Awards

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

1) Federal Award Identification
   i. Subrecipient: **Gunnison County Department of Human Services**;
   ii. Subrecipient DUNS number: **133115220**;
   iii. The Federal Award Identification Number (FAIN) is **G1801COCCDF**;
   iv. The Federal award date is **May 1, 2018**;
   v. The subaward period of performance start date is **October 1, 2017** and end date is **September 30, 2020**;
   vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY19	**$72,247***	**$72,247*** ***An appropriation for Quality Improvement (QI) General Accounting Encumbrance (GAE) is hereby added to this contract. The maximum amount payable for QI GAE is subject to appropriated funds, not to exceed $907,057.20, which is split among other Early Childhood Council (ECC) vendors. See Exhibit H, Section 9. Quality Improvement General Accounting Encumbrance (GAE).**	**$72,247***

   vii. Federal award project description: **Child Care and Development Block Grant (CCDF)**;
   viii. The name of the Federal awarding agency is **Administration for Children & Families**; the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS); and the contact information for the awarding official is **Erin Mewhinney, Division of Early Care and Learning Director, 1575 Sherman Street, 1st Floor, Denver, CO 80203, erin.mewhinney@state.co.us, 303-866-5008**;
   ix. The Catalog of Federal Domestic Assistance (CFDA) number is **93.575**, name is **Child Care and Development Block Grant Act of 1990**, and dollar amount is **53,425,874**;
   x. This award **is not** for research & development;
   xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.
2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **the General Provisions, Exhibit A - Statement of Work, Exhibit D - Overview of Colorado Shines Business Rules, Exhibit E - System Use**

Policies for External Users of Colorado Shines, Exhibit F - Uniform Guidance, and Exhibit H - Additional Provisions.

3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **the General Provisions, Exhibit A - Statement of Work, Exhibit D - Overview of Colorado Shines Business Rules, Exhibit E - System Use Policies for External Users of Colorado Shines, Exhibit F - Uniform Guidance, and Exhibit H - Additional Provisions**.
4) Subrecipient's approved indirect cost rate is **the de minimis rate of 10 %**.
5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **the General Provisions, Exhibit A - Statement of Work, Exhibit D - Overview of Colorado Shines Business Rules, Exhibit E - System Use Policies for External Users of Colorado Shines, Exhibit F - Uniform Guidance, and Exhibit H - Additional Provisions**.
7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
8) **Matching Funds**

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

   i. ☑ Subrecipient is not required to provide matching funds.

   ii. ☐ Subrecipient shall provide matching funds as stated in **n/a**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDHS regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDHS that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
10) **Single Audit Requirements.** If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

    i. Election. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of CDHS. A program-specific audit may not be elected for research and

development unless all of the Federal Awards expended were received from CDHS and CDHS approves in advance a program-specific audit.

ii. Exemption. If Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

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

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

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

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

a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

ii. 4.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

iv. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33

U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

vi. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDHS may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

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

15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDHS may terminate the Contract in accordance with the termination provisions in the Contract.

16) **Close Out.** Subrecipient shall close out this Contract within 90 days after the End Date. Contract close out entails submission to CDHS by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. CDHS shall withhold 5% of the allowable costs until all final project documentation has been submitted and accepted by State as substantially complete. If the project has not been closed by the Federal awarding agency within 1 year and 90 days after the End Date due to Subrecipient's failure to submit required documentation that CDHS has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDHS to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

A. The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.

B. Payment shall be made on a cost reimbursement basis for services rendered.

C. 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. Any change to the "Gross or Annual Salary" on the Budget shall be considered a rate change and shall require a formal amendment. 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. SUBRECIPIENT

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

9. QUALITY IMPROVEMENT GENERAL ACCOUNTING ENCUMBRANCE (GAE)

Payment for Quality Improvement (QI) to all contractors will be made as incurred, in whole or in part, from the total available funds not to exceed $6,100,500 (FY18: $2,614,500; FY19: $3,486,000) to be utilized for Quality Improvement that includes: Coaching services, professional development of staff, and purchases of program specific materials. 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 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 QI funds.

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

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

10. CRITICAL INCIDENT REPORTING

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

11. MANDATED REPORTING

A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).

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