AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: CDHS ECC Grant Approval

Action Requested: Other Pre-approval on ECC Contract

Parties to the Agreement: CDHS

Term Begins: July 1, 2020 **Term Ends:** 6/30/2021 **Grant Contract #:**

Summary:

Approval on contract for CDHS ECC grant, $60,000 for ECC staff time and quality improvement work with early childhood teachers.

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concern, grant renewals, and included in the 2020 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/15/2020

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

Comments:
ok db 5/15/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 5/15/2020 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\emense Discharge Date: 5/15/2020

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

Agenda Date: 5/19/2020

Revised April 2015

COLORADO
Department of Human Services

21 IHIA 159833
eClearance: **2005904**

STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES CONTRACT
SIGNATURE AND COVER PAGES

State Agency Colorado Department of Human Services Office of Early Childhood Division of Early Care and Learning	**Contractor** Gunnison County Contractor's State of Incorporation: Colorado
Contract Maximum Amount Initial Term State Fiscal Year 2021 $60,000* *Three General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: • Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed $3,486,000 • Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed $470,000 • Micro Grant (MG) – the maximum amount payable for MG-GAE is subject to appropriated funds, not to exceed $166,750 The QI-GAE, EQIT-GAE, and MG-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 13. General Accounting Encumbrance (GAE). Extension Terms N/A Maximum Amount for All Fiscal Years $60,000*	**Contract Performance Beginning Date** The later of the Effective Date or July 1, 2020 **Initial Contract Expiration Date** June 30, 2021 Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: State General Funds, Child Care Development Block Grant, CFDA 93.575; Colorado Preschool Development Grant, CFDA 93.434	**Options** The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes
Insurance Contractor shall maintain the following insurance if indicated with "Yes," as further described in **§**10: Worker's Compensation: Yes General Liability: Yes Automobile Liability: **Yes** Protected Information: **Yes** Professional Liability Insurance: **No** Crime Insurance: **No**	**Miscellaneous** Authority to enter into this Contract exists in: C.R.S. 26-1-111. Law-Specified Vendor Statute (if any): C.R.S. 26-6.5-104(c) Procurement Method: Law Specified Solicitation Number (if any): N/A
State Representative Stacey Kennedy, Director, Child Care Quality Initiatives Colorado Department of Human Services Office of Early Childhood Division of Early Care and Learning 1575 Sherman Street, 1st Floor Denver, CO 80203 Phone: 303.866.5016 Email: Stacey.Kennedy@state.co.us	**Contractor Representative** Margaret Wacker, Co-Coordinator of the Early Childhood Council Gunnison County 220 North Spruce Street Gunnison, CO 81230 Phone: 970.641.7913 Email: mwacker@gunnisoncounty.org

Exhibits

The following Exhibits are attached and incorporated into this Contract:
A - Statement of Work
B - Budget
C - Colorado Shines Business Rules
D - Overview of Expanding Quality in Infant Toddler Care Initiative Business Rules
E - HIPAA Business Associate Agreement
F- Additional Provisions
G - Supplemental Provisions for Federal Awards

Contract Purpose

Gunnison County shall be the fiscal agent for Gunnison Hinsdale Early Childhood Council. Statutorily Early Childhood Coluncils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level supports for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels.

Signature Page begins on next page →

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR Gunnison County _____ By: Matthew Birnie, County Manager Date: _____	**STATE OF COLORADO** Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director _____ By: Mary Anne Snyder, Director, Office of Early Childhood Date: _____
2nd State or Contractor Signature if Needed _____ By: Name & Title of Person Signing for Signatory Date: _____	**LEGAL REVIEW** Philip J. Weiser, Attorney General By:_____ Assistant Attorney General Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Andrea Eurich / Janet Miks / Toni Williamson

Effective Date:_____

-- Signature and Cover Pages End --

TABLE OF CONTENTS

SIGNATURE AND COVER PAGES 1
1. PARTIES 4
2. TERM AND EFFECTIVE DATE 4
3. DEFINITIONS 6
4. STATEMENT OF WORK 8
5. PAYMENTS TO CONTRACTOR 8
6. REPORTING - NOTIFICATION 10
7. CONTRACTOR RECORDS 10
8. CONFIDENTIAL INFORMATION-STATE RECORDS 11
9. CONFLICTS OF INTEREST 13
10. INSURANCE 13
11. BREACH OF CONTRACT 15
12. REMEDIES 15
13. STATE'S RIGHT OF REMOVAL 17
14. DISPUTE RESOLUTION 17
15. NOTICES AND REPRESENTATIVES 18
16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION 18
17. STATEWIDE CONTRACT MANAGEMENT SYSTEM 19
18. GENERAL PROVISIONS 19
19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) 23
20. DEPARTMENT OF HUMAN SERVICES PROVISIONS 25
21. SAMPLE OPTION LETTER (IF APPLICABLE) 28

1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the Department of Human Services (the "State" or "CDHS"). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State's Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the

performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§21** "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§15,** may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by **§12.A.i.**

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§15.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly

attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Breach of Contract**" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "**Business Day**" means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1) C.R.S.

C. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.

D. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.

E. "**Contract**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.

F. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

H. **"End of Term Extension"** means the time period defined in **§2.D**.

I. **"Effective Date"** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.

J. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

K. **"Extension Term"** means the time period defined in **§2.C.**

L. "**Goods**" means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

M. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

N. **"Initial Term"** means the time period defined in **§2.B**.

O. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

P. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

Q. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.

R. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

S. "**Services**" means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

T. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the

right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

U. **"State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

V. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

W. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

X. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

Y. "**Tax Information**" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

Z. "**Work**" means the Goods delivered and Services performed pursuant to this Contract.

AA. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**.

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§21** "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to **§17** or pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than 5 Business Days following the end of each calendar quarter.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages as provided in **§15**.

C. Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **§15** and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by

Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date 3 years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate

technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Contractor shall maintain a written conflict of interest policy. Contractor shall provide the written conflict of interest policy to the State upon request.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

A. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any 1 fire.

B. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

C. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of $250,000 or less, Contractor shall maintain limits of not less than $50,000.

iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of $500,000 or less, Contractor shall maintain limits of not less than $100,000.

D. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

E. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

G. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

H. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§15** within 7 days of Contractor's receipt of such notice.

I. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of

recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

J. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

K. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in

accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, **(i)** secure that right to use such Work for the State and Contractor; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in **§11** and the dispute resolution process in **§13**, shall have all remedies available at law and equity.

13. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

14. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in **§14.A** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate,

under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

18. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in **§18.A.**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and

approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. HIPAA Business Associate Agreement (if any).

ii. Colorado Special Provisions in **§19** of the main body of this Contract.

iii. The provisions of the other sections of the main body of this Contract.

iv. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

M. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

N. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§18.A.,** this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

Q. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

R. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

S. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

T. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

U. Indemnification

i. Applicability

This entire **§18.U** does not apply to Contractor if Contractor is a "public entity" within the meaning of the GIA.

ii. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of **§8** may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any

act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of **§8**.

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited

to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq. C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and CDHS within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to CDHS a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., CDHSmay terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq*., C.R.S.

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101 *et seq*., C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the

term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

D. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.

ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

E. Criminal Background Check

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

i. submit to and successfully pass a criminal background check, and

ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

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

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

REST OF PAGE INTENTIONALLY LEFT BLANK

21. SAMPLE OPTION LETTER (IF APPLICABLE)

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Original Contract Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Option Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** Month Day, Year **Current Contract Expiration Date** Month Day, Year

1. OPTIONS:

A. Option to extend for an Extension Term
B. Option to change the quantity of Goods under the Contract
C. Option to change the quantity of Services under the Contract
D. Option to modify Contract rates
E. Option to initiate next phase of the Contract

2. REQUIRED PROVISIONS:

A. For use with Option 1(A): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. For use with Options 1(B and C): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

C. For use with Option 1(D): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. For use with Option 1€: In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. For use with all Options that modify the Contract Maximum Amount: 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 above.

3. Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE SAMPLE ONLY – DO NOT SIGN By: Name & Title of Person Signing for Agency or IHE Date: SAMPLE ONLY – DO NOT SIGN	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** SAMPLE ONLY – DO NOT SIGN Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: SAMPLE ONLY – DO NOT SIGN

STATEMENT OF WORK (SOW)
EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)

GUNNISON COUNTY
220 N. SPRUCE STREET
GUNNISON, CO 81230

AS FISCAL AGENT FOR:

GUNNISON HINSDALE EARLY CHILDHOOD COUNCIL (GHECC)

JULY 1, 2020 – JUNE 30, 2021

INTRODUCTION/BACKGROUND

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

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

SCOPE OF WORK

The Gunnison Hinsdale Early Childhood Council (GHECC) through Gunnison County shall 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 shall be kept updated. The GHECC shall 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 shall 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.

PERIOD OF PERFORMANCE

July 1, 2020 through June 30, 2021.

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 shall 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 shall continue to be a functioning early childhood council that meets state statute and new rules.** **An evaluation plan and report are submitted to the OEC on an annual basis.**				
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, 2020 - June 30th, 2021	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, 2020 - June 30th, 2021	10 Early Childhood Members with 7 Mandatory members represented.	Membership List with Contact information and alignment with 7 Mandatory members.	Assistant Council Coordinator	Personnel
Develop and approve new Memorandum of Understanding with members.	July 1, 2020 - June 30th, 2021	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	July 1, 2020 - June 30th, 2021				
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.	July 1, 2020 - June 30th, 2021	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	July 1, 2020 - June 30th, 2021	Submitted Evaluation Plan annually	Plan is submitted to the OEC	Council Coordinator	Personnel
Track and report annually accountability measurements defined in the strategic plan	July 1, 2020 - June 30th, 2021	Data tracking requested measures annually	Data is submitted to the OEC	Council Coordinator	Personnel

Work Plan					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Create an Evaluation Report, based on the strategic plan	July 1, 2020 - June 30th, 2021	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	July 1, 2020 - June 30th, 2021	Submitted Bylaws, Operating Agreement, and Organizational Chart	Bylaws, Operating Agreement, and Organization Chart is submitted to OEC	Council Coordinator	Personnel

SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
An updated and approved strategic plan shall be submitted to the OEC.	June 30th, 2021.	The GHECC shall update and approve the strategic plan and evaluation plan annually.
An evaluation report shall be submitted to the OEC.	June 30th, 2021	The GHECC shall create an evaluation report.
At least 10 council members shall have signed MOUs, including the 7 mandatory members, which shall be submitted to the OEC.	By December 31st, 2020	The GHECC shall approve a new Memorandum of Understanding with all council members, including the seven Mandatory Stakeholders by December 31st, 2020.
Annual Nurturing the Young Child Conference	By December 31, 2020	The GHECC shall hold an annual Nurturing the Young Child Conference with at least 50 attendees attending the conference and 3 obtaining 0.5 CEU by December 31st 2020.

ACCEPTANCE CRITERIA

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

STATEMENT OF WORK (SOW)

COLORADO SHINES QUALITY IMPROVEMENT (CQSI)

INTRODUCTION/BACKGROUND

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

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.
6. **Continuing Education for Early Childhood Service Providers -** Offer an annual conference to early childhood service providers to help them in obtaining the required 15 hours of continuing education each year.

PERIOD OF PERFORMANCE

July 1, 2020 through June 30, 2021.

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					
Key Activity A: 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	7/1/2020 – 6/30/2021	Child care providers that accept CCCAP eligible children shall 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
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.	7/1/2020 – 6/30/2021	Child care providers that accept CCCAP eligible children shall 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	7/1/2020 – 6/30/2021	Child care providers that are at a Quality Level 3-5 shall 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: 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	7/1/2020 – 6/30/2021 And ongoing through 6/30/2021 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	7/1/2020 – 6/30/2021 And ongoing through 6/30/2021 as new or newly	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	Quality Improvement Navigator	Personnel

WORK PLAN					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
shall need to take to maintain these ratings	interested providers are identified		✓ Number of providers registered on Colorado Shines ✓ Number of providers with a PDIS account		
Provide a copy of the QRIS Program Guide to licensed providers	7/1/2020 – 6/30/2021	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: ***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	7/1/2020 – 6/30/2021	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
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	7/1/2020 – 6/30/2021	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

Exhibit A

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 Promotion of Colorado Shines Quality Rating & Improvement System & Early Learning Development Guidelines					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Website	7/1/2020 – 6/30/2021	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	7/1/2020 – 6/30/2021	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at bi-monthly Council Meetings, or through Facebook, email lists, and newspapers	✓ Number of Communities meetings with agendas and participants	QI Navigator	Personnel

WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Early Childhood Services Providers shall have a local, in person, professional development opportunity and improve their Early Childhood Professional Credential Level. At least 65 early childhood service providers attend the nurturing the young child conference, and at least 2 obtain a CEU by December 31st, 2020 and annually thereafter.				
Key Activity A: *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 31, 2020	The NTYC Conference shall 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	Co-Coordinator	Personnel and Annual Conference

SCHEDULE/MILESTONES

Workplan Activity	Schedule	Milestone
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, 2020 – June 30, 2021	• Child care providers that accept CCCAP eligible children shall 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 shall apply for a Colorado Shines Quality Rating for Level 3-5 • Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children
Increase Colorado Shines Quality Rating and Improvement System Engagement to 69%. Engagement is defined as Level 2 or higher.	July 1, 2020 – June 30, 2021	• 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
Maintain the percentage of children on CCCAP who are in a high quality program at or above 80%. Increase the number and percentage of children receiving child care subsidy being served in a high quality program.	July 1, 2020 – June 30, 2021	• 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, 2020 – June 30, 2021	• 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 at monthly Community Meetings or through email, Facebook, newspaper messages
At least 65 early childhood service providers shall attend the local professional development conference as shown by registration tracking.	By December 31, 2021.	The GHECC shall hold an annual Nurturing the Young Child Conference with at least 65 attendees attending the conference and 3 obtaining 0.5 CEUs.

ACCEPTANCE CRITERIA

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

STATEMENT OF WORK (SOW)

EXPANDING QUALITY IN INFANT AND TODDLER CARE INITIATIVE (EQIT)

INTRODUCTION/BACKGROUND

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

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

SCOPE OF WORK

The EQ Initiative supports Early Childhood Councils to increase the quality of infant and toddler child care through the provision of evidence-based training and coaching for infant and toddler early care educators, deployed by EQ Infant Toddler Specialists and other approved individuals. EQIT training and coaching seek to increase the quality and availability of responsive, relationship-based infant toddler care in local communities across Colorado. The Early Childhood Council shall offer the approved 48-hour EQIT course of training and individualized EQIT Coaching, following all EQ Initiatives guidelines.

PERIOD OF PERFORMANCE

July 1, 2020 through June 30, 2021.

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:	Individuals caring for infants and toddlers are confident and competent in their ability to engage in the responsive relationships with infants, toddlers, and their families that result in infants and toddlers experiencing secure attachments in all care settings. Infant Toddler Specialists are qualified and competent to enhance the relationships around infants and toddlers.				
Key Activity A: Collaboration with key stakeholders and systems partners, specific to infants, toddlers, and their caregivers					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Connect, coordinate and collaborate with local key stakeholders and efforts concerned with quality of infant toddler care and enhancing the relationships around infants and toddlers.	July 1, 2020-June 30, 2021	The EC Council and/or EQ team members shall contact and collaborate with key stakeholders to include the community college, local infant toddler initiatives, and Colorado Shines Quality Improvement.	EQ and ECC staff shall contact, coordinate, and collaborate with key stakeholders to hold a Community Baby Shower. Council staff shall outreach to Red Rocks Community College and continue to talk to Technical College of the Rockies to offer course credit to EQIT participants.	Co-Coordinator or EQ Staff.	Personnel
Key Activity B: Fidelity Implementation of Evidence-based, Infant Toddler Specific Training					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Fidelity implementation of EQIT, an evidence-based, infant and toddler-specific course of training	July 1, 2020-June 30, 2021	Contingent on capacity and community need, completion of EQIT 48-hour course of training which fully meets EQ Initiative requirements as outlined in the business rules for EQ Initiative Activities. Each Infant Toddler Specialist who teaches part or all of an EQIT course completes an annual fidelity video self-reflection on their teaching and maintains a Trainer Credential.	✓ By July 30, 2020 provide annual course plan with advertising ✓ By July 30, 2020, whenever they change and at least quarterly, primary contact and registration contact for EQIT provided to EQ Initiative ✓ Materials are requested at least 2 weeks before start date of EQIT course. ✓ Infant Toddler Specialists who provide EQIT course have completed Infant Toddler Specialist Foundation Course and hold a current Trainer Credential by July 1, 2021 ✓ EQ Infant Toddler Specialists provide verification of video self-reflection to the EQ Initiative by June 30, 2021. ✓ Update of reporting spreadsheet within two weeks of the completion of each EQIT course.	EQ Staff	Personnel
Fidelity implementation and course outcome data collected	July 1, 2020-June 30, 2021	• Course participants complete EQ Initiative online data collection survey	100% of course participants shall complete	EQ Staff	Personnel

Work Plan					
Key Activity C: Fidelity implementation of Evidence-based, Infant Toddler Specific Coaching					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Fidelity implementation of EQ RELATE Individualized Reflective Coaching, an evidence-based, infant and toddler specific coaching model	July 1, 2019-June 30, 2020	Contingent on capacity and community need, infant toddler early care educators participating in EQIT courses receive between 8 or more hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities. Each Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential	Update of reporting spreadsheet quarterly October 31, 2020, January 31, 2021, April 30, 2021 and June 30, 2021, and each time coaching is reimbursed/invoiced Description of efforts to ensure coachees receive 8 or more hours of coaching.	EQ Staff	Personnel

SCHEDULE/MILESTONES

- The GHECC shall submit a detailed plan for FY 20 EQIT course(s) and coaching to include tentative dates and instructors/coaches by July 30, 2020. This plan shall include documentation of Training Credentials for all instructors and Coaching Credentials for all coaches.
- The GHECC shall order materials for FY 20 Fall EQIT course(s) by July 30, 2020.
- The GHECC shall submit information on any EQIT student fees charged, plan to ensure that no student shall be denied entry due to inability to pay, and anticipated use of revenues for EQ-related activities by July 30, 2020.
- The GHECC shall submit required quarterly reports by October 31, 2020, January 31, 2021, April 30, 2021 and June 30, 2021.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Office of Early Childhood, Child Care Quality Initiatives. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC program manager shall 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, 2020 - June 30, 2021
Project Name	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI)

Program Contact Name and Title **Phone** **Email**	Margaret Wacker, Co-Coordinator of the Early Childhood Council 970.641.7913 mwacker@gunnisoncounty.org
Fiscal Contact Name and Title **Phone** **Email**	Jody Wise, Senior Accountant 970.641.7679 jwise@gunnisoncounty.org

Expenditure Categories

Personnel Services - Salaried Employees — FY 2020-2021

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
Co-Coordinator / Margaret Wacker	Manages the budgets and contracts, oversees quality improvement activities, leads planning processes, and assists in writing grants.	$73,278	$32,926	23%	$ 10,620	$ 13,807	$ 24,427
Co-Coordinator / Lana Athey	Coordinates council meetings, council member outreach, leads planning processes, completes quarterly reports, writes grants, and provides some quality improvement navigating.	$59,030	$12,210	33%	$ 12,111	$ 11,398	$ 23,509
Outreach Assistant	Outreach to and support home child care providers and Family Friend and Neighbor Care providers.	$40,997	$22,277	5%	$ 3,164	$ -	$ 3,164
Quality Improvement Coach	Outreaches to childcare providers, provides direct coaching and training for childcare providers and some quality improvement navigating.	$57,491	$4,597	5%	$ -	$ 3,104	$ 3,104
				Total Personnel Services (including fringe benefits)	**$ 25,895**	**$ 28,309**	**$ 54,204**

Contractors/Consultants (payments to third parties or entities) — FY 2020-2021

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 2020-2021

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)	ECSB: 3 trips to Denver for ECCLA and/or RMECC, 400 miles x .575 = $230 x 3 = $690, plus lodging for 6 nights at $100/night = $600 and 7 days of per diem @ $66= $462. 1 trip to Lake City for ECC/CPP meetings 110 miles x .575 = $63.25. 1 trips to CB for ECC meetings @ 56 miles x ..575 = $32.20. CSQI: 1 trips to Denver for ECCLA and/or RMECC, 400 miles x .575 = $230, plus lodging for 2 nights at $100/night = $200 and 2 days of per diem @ $66= $132. 1 trip to Lake City for ECC/CPP meetings 110 miles x .575 = $63.25. 1 trips to CB for ECC meetings @ 56 miles x ..575 = $32.20.	$ 1,847	$ 657	$ 2,504
	Total Travel	**$ 1,847**	**$ 657**	**$ 2,504**

Supplies & Operating Expenses — FY 2020-2021

Item	Description of Item	ECSB	CSQI	Total Amount Requested from CDHS
Computer Cost/IT charge	ECSB: 33% of 2 laptops @ $3,000 per year; CSQI: 17% of 2 laptops @ $3,000 per year	$ 1,000	$ 500	$ 1,500
Advertising/Education	Newspaper advertisement x 2 @ $60 per ad/ Social Media Boosts 2 @ $50 each	$ 220	$ -	$ 220
Office Supplies	Printing, pens, folders, paper	$ 150	$ -	$ 150
Meeting/Event costs	Food costs, 2 parenting/Family Friend and Neighbor/ Spanish Speakers meetings @ $200/meeting and $100 for 6 ECC meeting snacks	$ 500	$ -	$ 500
Partial Stipends to help meet licensing requirements	Partial stipends for licensed child care providers or those applying for a childcare license to meet licensing requirements.	$ 388	$ -	$ 388
Annual Conference	Venue Rental	$ -	$ 534	$ 534
	Total Supplies & Operating Expenses	**$ 2,258**	**$ 1,034**	**$ 3,292**

Training and Technical Assistance — FY 2020-2021

Item	Description of Item	ECSB	CSQI	Total Amount Requested from CDHS
	No costs shall be reimbursed by CDHS for this category.	$ -	$ -	$ -
	Total Training and Technical Assistance	**$ -**	**$ -**	**$ -**

TOTAL DIRECT COSTS		**$ 30,000**	**$ 30,000**	**$ 60,000**
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 $25,000.		**$ 30,000**	**$ 30,000**	**$ 60,000**
Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]				**FY 2020-2021**
Item	**Description of Item**	**ECSB**	**CSQI**	**Total Amount Requested from CDHS**
	No costs shall be reimbursed by CDHS for this category.	$ -	$ -	**$ -**
Total Indirect		**$ -**	**$ -**	**$ -**
TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)		**$ 30,000**		
TOTAL COLORADO SHINES QUIALITY IMPROVEMENT (CSQI)			**$ 30,000**	
TOTAL AMOUNT REQUESTED FROM CDHS				**$ 60,000**
PERCENTAGE OF BUDGET BY PROJECT				**FY 2020-2021**
		ECSB	**CSQI**	**Total Percentage**
PERCENTAGE OF BUDGET BY PROJECT		50%	50%	**100%**

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

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 effectiveness of quality improvement activities. The Colorado Shines framework 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 3 through 5 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 is meeting licensing standards and holds a permanent license. If a program chooses not to pursue higher quality levels within Colorado Shines, then it will remain at a Level 1. There are no requirements that programs be rated beyond the licensing requirement of a Level 1.

Quality Incentives and Program Supports

The Colorado Shines quality improvement incentives and program supports are based on license type (center/home) and number of classrooms. The Office of Early Childhood, Colorado Department of Human Services, sets funding amounts for quality improvement incentive awards. Actual funding amounts vary and may change based on the 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 and may be prioritized to support the Office of Early Childhood strategic priorities.

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 through 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 (QIP). Programs can choose to access coaching, 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 rates include direct classroom coaching and indirect coaching activities (preparing, following up, logging coaching, travel, coach professional development).
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, training, and substitute teacher reimbursement for professional development purposes.

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 Colorado Shines 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 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, serve children with high needs, and improve quality.

Early Childhood Councils deploy the local delivery supports for the Colorado Shines Quality Rating and Improvement System supporting 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.
All quality improvement incentive funding is accessible through a General Accounting Encumbrance (GAE), which is 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 Colorado Shines. 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 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 Improvement 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 support 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 the Hardship Program Eligibility and Award section 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. Please see the Hardship Program Eligibility and Award section below for clarification if a program does not have a CCCAP fiscal agreement.
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 can apply for a one-time hardship award for the following reasons, approved by the Office of Early Childhood, provided the program is serving a high needs population as defined in the School Readiness Quality Improvement Program Rules (7.716.12 CCR); and has a demonstrated hardship as follows:

1. The program is a Level 1, holds a CCCAP fiscal agreement and is actively making progress toward achieving a Level 2 quality rating in which additional funding would support Level 2 achievement or;

2. The program is a Level 2 or higher, unable to execute a CCCAP Fiscal agreement and additional funds would support the provider in entering into a CCCAP fiscal agreement or;

3. The program is a Level 2 and additional funds would support them to earn a high quality rating Level 3-5 by June 30, 2020 (a fiscal agreement is not required) or;

4. The program is a Level 3 through 5 with an expiration date before July 1, 2020 and additional funds would support the program earning their high quality rating by June 30, 2020 (a fiscal agreement is not required).

Licensed programs are only eligible for an award based on a hardship once during the current and future State Fiscal Years. Program awards for eligibility criteria 1 and 2 above, will be awarded fifty percent of the award amount when the Colorado Shines QI MOU is executed and the remaining award amount once the hardship issue has been resolved (Level 2 rating is earned or CCCAP fiscal agreement is in place and the program profile indicating the acceptance of CCCAP) Programs have a six month timeframe or until April 15, 2020 to meet these requirements, whichever is earlier. Program awards for eligibility criteria 3 and 4 above will result in the full award with when the Colorado Shines QI MOU is executed with the expectation the program earns a high quality rating Level 3-5 by June 30, 2020.

The funding for these applications is available from July 1, 2020 - December 31, 2020.

Once awarded, programs meeting eligibility criteria for 1 and 2 above 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 months or by April 15, 2020 whichever is earlier, of the QI MOU execution date.

3. Meet QIP requirements by including the results of the Colorado Shines Readiness Assessment or program results of a Level 3 through 5 onsite assessment into the QIP.
4. Maintain a CCCAP fiscal agreement AND indicate acceptance of CCCAP on the Colorado Shines program profile.
5. 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.

Once awarded, programs meeting eligibility criteria for 3 and 4 above must earn a high quality rating Level 3-5 by June, 2020.

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

Early Learning Program Improvement in Rating to Maintain Eligibility

Programs participating in the Colorado Shines quality improvement program must demonstrate specific and measurable gains in order to remain eligible. It is expected that programs at Level 1 or Level 2 submit for an onsite Colorado Shines assessment (Level 3-5 rating) within 18 months of signing a Memorandum of Understanding (MOU) with the Early Childhood Council. It is the responsibility of the program and the Early Childhood Council to monitor and submit for an onsite assessment timely. All programs are subject to the following expectations, based on their Colorado Shines level:

- Early childhood education programs that complete an onsite Colorado Shines assessment and earn a Level 2 must re-rate within an 18 month time period.
- Early childhood education programs that complete an onsite Colorado Shines assessment and earn a Level 3 must meet one of the following criteria in the subsequent onsite rating to maintain eligibility for funding:
    - Increase their average environment rating scale score; or,
    - Increase their total quality points earned; or,
    - Earn a Colorado Shines Level 4 or 5
- Early childhood education programs that earn a Colorado Shines Level 4 or 5 must maintain their Level 4 or 5

Early childhood education programs that do not maintain a Colorado Shines Level 3, 4, or 5 during a rating cycle must re-rate within 18 months.

Other Program Eligibility as defined by State Priorities

In the event other State priorities are identified, additional eligibility requirements for licensed programs may be defined for quality improvement supports and incentives.

Overview of Expanding Quality in Infant Toddler Care Initiative Business Rules

Program Overview

The EQ Initiative works to increase the quality and availability of high quality infant toddler care that meets the unique developmental need infants and toddlers have for responsive relationships through a specific focus on improving caregiver-child interactions. Activities include the facilitation of relationship-based, high quality professional development for infant and toddler early care educators (e.g. EQIT Course and EQ RELATE Coaching, LENA Grow), professionals serving infant toddler caregivers (e.g. EQ Infant Toddler Specialists), and supports for the provision of these including technical assistance to Early Childhood Councils and other partners. The primary activities of the EQ Initiative, the 48-hour EQIT Course and EQ RELATE Coaching, are facilitated through the local Early Childhood Council.

Early Childhood Councils must satisfy the following conditions in order to receive technical assistance to develop Infant Toddler Specialist capacity in the local community:

1. Describe the infant and/or toddler child care landscape including the presence of children under the age of three who participate in child care and/or the need for such care.
2. Describe the current capacity for providing relationship-based professional development, including EQ Initiative-certified Infant Toddler Specialist Trainers and Coaches.

Early Childhood Councils must satisfy the following conditions in order to implement the EQIT course and EQ RELATE Coaching:

1. Two approved EQIT Instructors who have completed the Infant Toddler Specialist Foundation Course (ITSFC) or the former EQIT Training of Trainers (TOT) are noted for each EQIT requested course.
2. EQIT instructors must hold a current Colorado Shines Professional Development Information System (PDIS) Trainer Credential by June 30, 2020.
3. Enrollment in each EQIT course is expected to include 20-25 participants in non-rural communities, and 12-16 in rural communities. Prior written approval from the EQ Initiative Program Manager is needed for smaller courses. Each course is expected to include 75% or more infant and toddler serving-professionals in the non-rural communities and 50% or more infant and toddler-serving professionals in rural communities. Prior written approval from the EQ Initiative Program Manager is needed for courses not serving primarily infant and toddler-serving professionals.
4. EQ RELATE Coaching can be provided when there is an approved coach who has been trained in using the EQ RELATE coaching model and holds a current Colorado Coaching Credential. EQ RELATE Coaching will be offered to all EQIT participants who serve infants and toddlers, with the expectation that each

infant toddler early care educator participating in EQIT receive a minimum of 3 hours of EQ RELATE Coaching. EQ RELATE Coaching can be offered within the 2 years following enrollment in an approved EQIT course.

5. EQIT Course and EQ RELATE Coaching may only be conducted using materials approved by the EQ Initiative. All 16 modules and the full 48 hours of instruction must be completed in-person for each EQIT Course.
6. A budget including description of plan for use of registration fees received for EQIT courses has been provided to and approved by the EQ Initiative Program Manager. A fee of no more than $50 can be charged per participant.
7. Description of any college-level course credit connected with EQIT and a contact for the local credit-offering institution.

More detailed information about implementing EQIT courses and coaching can be found in the EQ Implementation Handbook.

Early Childhood Councils must satisfy the following conditions in order to implement other approved relationship-based professional development for infant and toddler early care educators:

1. One EQ Infant Toddler Specialist who has completed the Infant Toddler Specialist Foundation Course (ITSFC) or the former EQIT Training of Trainers (TOT) and holds a current Trainer Credential. If the approved opportunity includes coaching, the individual must also hold a current Coaching Credential.

Allowable Use of EQ Initiative Funding

All Early Childhood Councils with qualified EQ Infant Toddler Specialists (employees or contractors) can access the EQ General Accounting Encumbrance (GAE) funds for the provision of high-quality, evidence-based professional development for infant toddler early care educators and infant toddler specialists to support the following:

1. **EQIT Course.** Allowable activities include payment of instructors, purchase of materials utilized during the EQIT course, registration expenses, planning and coordination expenses, EQIT course orientation, financial support for one or more EQ team members to participate in Early Childhood Council meetings to inform infant and toddler issues and activities. Approval is pending available funds and at the discretion of the State.
2. **EQ RELATE Coaching.** Coaching is reimbursed only for direct hours of coaching, defined as observation and reflection with infant toddler early care educators and directors of programs serving infants and toddlers, who are enrolled in approved EQIT courses or infant and toddler-focused professional development. Prior approval of the EQ Initiative program manager is required for any other use of funds designated for EQ RELATE Coaching. Approval is pending available funds and at the discretion of the State.
3. **Relationship-Based Professional Development.** Additional courses of training and coaching may be offered with pre-approval of the EQ Initiative program manager. Prior approval of the EQ Initiative program manager is required for use

of funds. Pre-approved coursework and coaching may include, and are not limited to LENA Grow, Touchpoints, Cradling Literacy, The Growing Brain Training, and Promoting First Relationships, and infant and toddler-focused professional development approved by both the Colorado Shines Training Alignment and the EQ Initiative Program Manager. EQ RELATE Coaching can be provided in response to all of these courses. Approval is pending available funds and at the discretion of the State.

4. **Professional Development**. Allowable activities for Infant Toddler Specialist professional development include attendance at and registration for approved conferences and trainings. Pre-approval for these requests is required and is based on available funding and is at the discretion of the State. An EQ Infant Toddler Specialist is someone who has completed foundational training and maintains minimum annual requirements with the EQ Initiative and can provide coaching and/or training in a local community.
5. **Reflective Practice Supervision/Support**. Allowable activities include payment to Infant Toddler Specialists who provide EQ RELATE Coaching, for their time and/or to be applied to the provision of reflective practice supervision/support for those who do not otherwise have access to such support as is required to maintain their Colorado Coaching Credential. Pre-approval for these requests is required and is based on available funding and is at the discretion of the State.
6. **Mileage/Travel Reimbursement.** Councils may request reimbursement for two categories of travel costs incurred by Infant Toddler Specialists. These requests must be pre-approved prior to the travel occurring. First, reimbursement for specialists providing EQ RELATE Coaching to EQIT participants who work more than 35 miles from the primary location of the specialist. Second, travel reimbursement for the Infant-Toddler Specialist to attend approved professional development opportunities. Pre-approval for these requests is required and is based on available funding and is at the discretion of the State.
7. **EQIT Course Materials**. Funds may be requested to purchase required EQIT course materials. This does not include consumable materials such as EQIT Handout Packets or office supplies. Approval for EQIT course materials is pending available funds and at the discretion of the State.

GAE Funding and Business Rules

All EQ Initiative funding is accessible through a General Accounting Encumbrance (GAE). Each Early Childhood Council contract will include the full amount of the EQ GAE as a “not to exceed” statement and can draw down from the EQ GAE with proper approval. Prioritization for funding is driven by State Department priorities and demand. These funds will be available to councils so long as funding is available in the EQ GAE and councils have pre-approval for the expense where required. EQ Initiative funding is intended to support EQ Infant Toddler Specialists to provide evidence-based training and coaching to infant and toddler care providers and to build the capacity of the Infant Toddler Specialist Network in Colorado to serve those providers. Funds will be awarded through the GAE as follows:

1. **EQIT Course.** Upon approval, Early Childhood Councils will be awarded $4,500 for each course approved through the GAE. This includes funding to support administration for each course approved through the GAE. Administration activities include coordination, marketing, data collection and reporting efforts.
    a. Prior approval is required to provide an EQIT course where 25% or more of the participants do not serve infants and toddlers in non-rural areas or 50% in rural areas, in addition to minimum course sizes of 12 in rural areas and 20 in non-rural areas.
2. **Coaching.** Upon approval, Early Childhood Councils will be awarded up to $50 for each requested coaching hour. Included in this rate are the cost of the coaching, the costs of travel, reflective supervision, and participation in professional development for EQ Infant Toddler Specialists. Councils are responsible for ensuring all coaching hours are conducted in order to reimburse for coaching AND for associated costs. Councils are encouraged to seek other funding to supplement the hourly direct coaching rate, and the rate reimbursed by the state shall not exceed $50/hour of coaching. Adjustments to coaching hours and coaching rate may occur in cases where the demand or capacity for coaching changes.
    a. In order to be eligible to receive coaching, individuals must care for infants and toddlers and be/have been enrolled in an EQIT course and/or another EQ-Initiative approved course of professional development in the past 2 years.

Invoice Process

Payments for approved activities will be made from the GAE on a cost reimbursement basis. Reimbursement for coaching hours requires documentation that includes coaching hours provided to whom and by whom. This is documented via the EQ reporting spreadsheet. Councils are required to maintain quarterly reporting requirements for coaching hours.

Professional development, reflective supervision/consultation, mileage/travel, and EQIT course materials will be reimbursed based on budgets approved by the EQ Initiative Program Manager only. In order for funds to be released through the GAE, each Early Childhood Council must provide the following for each EQIT Course:

a. Name of each Infant Toddler Specialist supporting the course, including a copy or other verification of a current Trainer Credential certificate.

b. Name of each individual providing EQ RELATE coaching, including a copy or other verification of a current Coaching Credential certificate.

c. Copy of advertisement materials (e.g., fliers, social media posts, newsletter blurbs, or websites).

d. An overview for the expected use of the EQIT Course GAE award. In cases where a Council is charging a registration fee, Councils are required to include a description for how these fees will be used. This information must be submitted using Exhibit EQ-B.

Reporting Requirements

Early Childhood Councils implementing EQ activities must report the following:

1. **Quarterly EQ RELATE Coaching Reports.** On a quarterly basis information for the completed coaching activities. Report includes name, contact information, employer and license number of the EQIT participant, number of coaching hours received, and name of coach. These reports are due (period of report): Oct 31 (July 1-Sept 30), Jan 31 (Oct 1- Dec 31), April 30 (Jan 1- March 31), June 15 and End of Year (April 1 – anticipated by June 30). EQ reporting spreadsheet must be used for this report.

2. **EQIT Courses**. Upon completion of each EQIT course, Early Childhood Councils must report the EQIT Course, enrollment counts, name of participant, role, program name and license number, any earned credit, for each individual. Individual data will be collected on the EQ reporting spreadsheet. Per course data including the number of people earning credit and the community college contact, the number enrolled and completing, number of infants and toddlers served by participants, the names of the course instructors, dates of the course. All course level data will be collected electronically.

3. **EQIT Course Certificate Request.** Upon completion of the EQIT course, Early Childhood Councils must request the issuance of an EQIT Course Certificate. Certificates may be requested up to two weeks in advance of the scheduled end date of the EQIT course and must be requested within two weeks following the scheduled end date of the courses.

4. Early Childhood Councils may also be required to provide other data as requested by EQ Initiative State team.

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement") between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as "Covered Entity" and the Contractor is referred to as "Business Associate". Unless the context clearly requires a distinction between the Contract and this Agreement, all references to "Contract" shall include this Agreement.

1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information ("PHI"). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") enacted under the American Recovery and Reinvestment Act of 2009 ("ARRA") Pub. L. No. 111–5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and all other applicable laws and regulations, all as may be amended.

2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

a. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and shall refer to Contractor.

b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.

c. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.

i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.

ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:

A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;

B. the person notifies Business Associate of any Breach involving PHI of which it is aware.

iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

c. Impermissible Uses and Disclosures.

i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.

ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

d. Business Associate's Subcontractors.

i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such

system including, but not limited to, any policies promulgated by the Office of Information Technology and available at http://oit.state.co.us/about/policies.

f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

g. Amendment of PHI.

   i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

   ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

i. Restrictions and Confidential Communications.

   i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:

      A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or

      B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.

   ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.

   iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

k. Audit, Inspection and Enforcement.

   i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.

ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.

iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.

iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

m. Safeguard During Transmission.

i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

n. Reporting of Improper Use or Disclosure and Notification of Breach.

i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.

iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

o. Business Associate's Insurance and Notification Costs.

i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:

A. loss of PHI data;

B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and

C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).

iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.

iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

p. Subcontractors and Breaches.

i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

q. Data Ownership.

i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5 below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

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

b. Notice of Changes.

i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.

ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

a. Breach.

i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.

ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

b. Effect of Termination.

i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.

ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of

Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. AMENDMENT

a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.

i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.

ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain

written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.

iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:

A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to "Contract" or "Agreement" shall include this Appendix.

1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as "Reserved" shall be construed as setting forth no additional terms.

2. ADDITIONAL TERMS

a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

   i. Reserved.

b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

   i. Reserved.

c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

   i. Reserved.

d. Definition of Receipt of PHI. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:

   i. Reserved.

e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:

   i. Reserved.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:

   i. Reserved.

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

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

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

C. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDHS. If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDHS 60 days prior to projected depletion of contracted funds. CDHS shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.

D. Timely Invoicing - Invoices shall be submitted no later than 45 days following the last day of the month.

End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 6th. Contractors who are unable to provide the invoice by July 6th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to CDHS_OEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

E. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.

F. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of

funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.

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%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.

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

8. TRAVEL

A. Mileage shall not exceed the Federal mileage rate per https://www.gsa.gov/travel-resources.

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

C. Hotel rates cannot exceed any rate established for conference attendance.

D. Usage of airfare or Out of State Travel requires pre-approval from CDHS.

10. SUBRECIPIENT

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

11. 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.

12. 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.

13. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

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

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

1. Payment for Quality Improvement (QI) to all contractors will be made as incurred, in whole or in part, from the total available funds not to exceed $3,486,000 to be utilized for Quality Improvement that includes: coaching activities and coach training, professional development of staff, purchases of program specific materials, temporary teaching funds, and capital expenditures. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to QI funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of QI funds.

2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

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

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

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

1. Payment for Expanding Quality in Infant Toddler Care (EQIT) to all contractors will be made as incurred, in whole or in part, from the total available funds not to exceed $470,000 shall be utilized to support the following quality improvement efforts: deployment of the EQ Infant Toddler Specialist Network to provide evidence-based, infant toddler specific professional development, e.g. the Expanding Quality for Infant and Toddler (EQIT) 48-hour course, EQ Relate coaching for individuals completing the EQIT course, and support for the related costs of professional development for current and new infant toddler specialists. to be utilized for EQIT as outlined in **Exhibits A** – Statement of Work and **Exhibit D** – Overview of Expanding Quality in Infant Toddler Care Initiative Business Rules. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to EQIT funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of EQIT funds.

    a) Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

    b) Invoices shall be submitted separately for pre-approved EQIT expenditures.

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

2. UP TO RATES (direct and indirect).
   The indirect rate should not be bundled within the direct rate of an EQIT activity (course, coaching, data and reporting, etc.). In cases where a Council or fiscal agent charges an indirect rate, these charges should be reflected within the invoice and calculated based on actual expenses. The corrected rates include:

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

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

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

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

1. Payment for Micro grants to all contractors shall be made as incurred, in whole or in part, from the total available funds not to exceed $166,750 shall be used to support startup costs for licensed child care programs. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to Micro grant funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of Micro grant funds.

2. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

3. Invoices shall be submitted separately for pre-approved Micro Grant expenditures.

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

EXHIBIT **G** - 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**;
   ii. Subrecipient DUNS number: **133115220**;
   iii. The Federal Award Identification Number (FAIN) is **CCDF - G2001COCCDD; PDG - 90TP0054**;
   iv. The Federal award date is **CCDF - 11/07/2019 / PDG - 12/27/2019**;
   v. The subaward period of performance start date is **CCDF - 10/01/2019; PDG-12/31/2019** and end date is **CCDF - 09/30/2022; PDG - 12/30/2022**;
   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
FY21	**CCDF - $37,806***	**CCDF - $37,806*** ***An appropriation for Quality Improvement (QI) and Expanding Quality in Infant Toddler Care (EQIT) General Accounting Encumbrance (GAE) is subject to appropriated funds not to exceed $1,543,807 (CCDF - $907,057 - QI GAE; CCDF - $470,000 -EQIT GAE; PDG - $166,750 MG - GAE) GAE funds shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 13.**	**CCDF - $37,806***

   vii. Federal award project description: **Child Care and Development Block Grant (CCDF); Colorado Preschool Development Grant (PDG)**;
   viii. The name of the Federal awarding agency is **CCDF - Administration for Children & Families; PDG - Department of Health and Human Services, Administration for Children and Families**; the name of the pass-through entity is the State of Colorado, Department of 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 **CCDF - 93.575; PDG - 93.434**, name is **CCDF - Child Care and Development Block Grant Act of 1990; PDG - ESSA Preschool Development Grants Birth through Five**, and dollar amount is **CCDF - $6,157,206; PDG - $14,523,560**;
   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 C - Overview of Colorado Shines Business Rules, Exhibit D - Overview of EQIT Initiative Business Rules; and Exhibit F - 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 C - Overview of Colorado Shines Business Rules, Exhibit D - Overview of EQIT Initiative Business Rules; and Exhibit F - Additional Provisions**.

4) Subrecipient's approved indirect cost rate is **a CDHS negotiated rate of 0 %**.

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 C - Overview of Colorado Shines Business Rules, Exhibit D - Overview of EQIT Initiative Business Rules; and Exhibit F - 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

Colorado Department of Human Services
Office of Early Childhood

VENDOR CONTACT INFORMATION SHEET

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

Gunnison County

Address: 220 N. Spruce Street

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

FEIN # 84-6000770 **State of Incorporation** Colorado

DUNS # 133115220 **Fiscal Year End Date** 2021

Type of Entity (please mark one):

- [ ] Individual
- [ ] Professional Corporation (PC)
- [ ] Sole Proprietor
- [ ] Not-For-Profit Corporation
- [ ] Limited Liability Company (LLC)
- [ ] Joint Venture
- [ ] For-Profit
- [ ] Limited Liability Partnership (LLP)
- [X] Government

Primary Contact to Receive ALL Correspondence:

Name: Margaret Wacker

Email: mwacker@gunnisoncounty.org

Phone: 970.641.7913

CFO or Financial Contact:

Name: Jody Wise

Email: jwise@gunnisoncounty.org

Phone: 970-641-7679

Invoice Contact:

Name: Jody Wise

Email: jwise@gunnisoncounty.org

Phone: 970.641.7913

Individual Signing Contract:

Name: Matthew Birnie

Title: County Manager

Email: mbirnie@gunnisoncounty.org

Phone: 970.641.0248

Is your agency set up for Electronic Deposit with the State of CO?_____Yes_X___No

If Yes, please list the last 4 digits of the account number payments should be sent to _____

How long does your agency and/or board need to review and return the signed contract? Minimum of 2 weeks