



BOARD OF COUNTY COMMISSIONERS BOARD OF HUMAN SERVICES MEETING AGENDA

September 19, 2023 at 10:00 AM

Commissioners Meeting Room - 401 Main Street, Suite 309, Walsenburg, CO 81089

Office: 719-738-3000 ex 200 | Fax: 719-738-3996

8:00 AM - MEETING WITH HUMAN SERVICES STAFF

9:00 AM - COUNTY STAFF MEETING

10:00 AM - BOARD OF HUMAN SERVICES MEETING

Join via Zoom: <https://us02web.zoom.us/j/82550511219> | Meeting ID: 825-5051-1219

1. PLEDGE OF ALLEGIANCE

2. AGENDA APPROVAL

3. ACTION ITEMS

- a. DHS Financial Updates
- [b.](#) Leap Contract Ratification
- [c.](#) Single Entry Point MOU
- [d.](#) Promoting Safe and Stable Families (PSSF) Program Renewal
- e. Care and Share Update
- f. DHS Budget and Structure Discussion

4. STAFF REPORTS

- a. Andrea Montoya Family Resource Center
- b. Hallie Coulter - Adult Services Division
- c. Dreama Ortivez - Child Protection Division
- d. Kathleen O'Rourke - Assistance Payments Division

5. EXECUTIVE SESSION

- a. For discussion of a personnel matter under C.R.S. §24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees. **DHS Staffing**

- b. For a conference with a County Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. §24-6-402(4)(b). **Department of Human Services Internal Controls**

6. ADJOURNMENT

7. UPCOMING MEETINGS

- a. 11:30 - Workshop on Transportation Planning Region Study
- b. 1P.M. - Meeting with Panadero Ski Corporation



OPERATION MEMO

Title: LEAP Outreach Incentive Program		Office/division: OES/FEAD
Memo number: OM-FEA-2023-0007		Program area: LEAP
Outcome: Counties may opt into the LEAP Outreach Incentive Program, unlocking additional funding.		
Pertinent statute/rule: C.R.S. § 40-8.5-101; C.R.S. § 40-8.7-101, et seq.		
Keywords: Outreach, Incentive, Low-Income Energy Assistance Program, LEAP, Energy Assistance, Heat, Home		
Issue date: September 5, 2023	Effective: Oct. 1, 2023	Expires: Sept. 30, 2024

Intended Recipients

This communication has been sent to all directors of county departments of human/social services. Please forward pertinent information to staff members as you deem necessary.

Purpose

This operation memo invites county departments of human/social services to participate in the LEAP Outreach Incentive Program. Counties who timely complete and return the attached agreement to participate in the Outreach Incentive Program will be allocated \$20,000.00 for the 2023-2024 heating season (October 1, 2023 through April 30, 2024). The goals of the Outreach Incentive Program are to increase enrollment in LEAP and decrease denials of applications for failure to provide verification of information.

Action

All counties are invited to participate in the Outreach Incentive Program. To participate, the county must complete and return the attached LEAP Outreach Incentive Program Agreement and the county’s plan to increase enrollment and decrease denials for the upcoming heating season to Randa Alshami at Randa.alshami@state.co.us no later than Friday, September 15th 2023.

Participating counties will be allocated \$20,000.00 in addition to their usual allocation for LEAP Program and Administration. Counties are strongly encouraged to use these funds to hire staff that can assist LEAP applicants in their county office lobbies, through a direct phone



line, or through use of virtual tools. Funds will be available from October 1, 2023 through September 30, 2024.

Performance Measures

We will be measuring the effectiveness of the Outreach Incentive Program during this program year. When you submit your outreach plan to us, you must include a minimum of two performance measures you will be striving to meet with the funding and how the activities in your plan will equate to measurable goals. The goal measures **MUST** equate to increased program participants/enrollment for your county. You know your county better than us and you know what effective strategies will be best implemented in your county. Some examples of measurable goals you may want to consider:

- To increase the number of applications your county receives by X%.
- To review all failure to provide verification denials and assist your administering agency by following up with the denied household and helping them gather and submit the verification needed which would result in enrolled households by X% and reducing denials by X%.

YOU MUST TRACK YOUR GOALS THROUGHOUT THE PROGRAM YEAR and be prepared to inform the state of your progress in meeting your goals.

Background

Applications for home heating assistance have suffered a nationwide downward trend over the past several years. The State LEAP Office launched an Outreach Incentive Pilot Program for the 2020-2021 heating season. Colorado has saw a steady increase in applications over the last few heating seasons compared to years prior. We believe this increase is partially attributed to the efforts of counties who opted to participate in the Outreach Incentive Program-increasing outreach efforts and committing to decreasing the number of applications denied for failure to provide verification of information.

Counties hired additional staff to work in their lobbies to assist clients in completing their LEAP applications; sent letters, brochures, applications and information sheets to charity organizations, churches, and community access centers; sent text messages to clients to remind them of information request deadlines; and traveled to community centers and events with program information and applications.

Due to the success of the pilot, LEAP has decided to launch the Outreach Incentive Program again for the 2023-2024 heating season.

Attachments

N/A

Supersedes

1575 Sherman Street, Denver, CO 80203 P 303.866.5700 www.colorado.gov/CDHS
Jared Polis, Governor | Michelle Barnes, Executive Director



OM-FEA-2022-0013

Contact

For more information about this memo, please contact Theresa Kullen, LEAP Manager, at Theresa.kullen@state.co.us or 720.788.8050.

Operation memos are active for three years; then they are archived and re-issued if necessary. Access the CDHS Memo Series at <https://www.colorado.gov/pacific/cdhs/cdhs-memo-series>





2023-2024 LEAP Outreach Incentive Program Agreement

County Responsibilities:

- Submit a plan for meeting the outreach goals to the State LEAP Office by September 15, 2023.
- Ensure that the county is staffed with someone who is trained to assist clients with filling out their LEAP applications either in the county’s lobby, over the phone, or through use of virtual tools.
- Provide the State LEAP Office with the name(s) and contact information for the individual(s) who will assist LEAP applicants or otherwise act as the county’s LEAP outreach representatives.
- Use any funds remaining after ensuring direct LEAP application assistance is available to engage in targeted outreach, such as engagement at community events and sharing LEAP information with community centers.
- If the county’s LEAP program is administered by Goodwill Colorado, the county will assist Goodwill Colorado by providing the information available and necessary to process an application for LEAP.
- Provide two performance measure goals and track your county’s performance as explained in the LEAP Outreach Incentive Program Operation Memo.
- Accurately track and code any expenditures related to the Outreach Incentive Program to the following in CFMS:

Program #: L305
 Program Description: LEAP Outreach Incentive Program
 Function #: 5200
 Function Description: IM LEAP Outreach

State LEAP Office Responsibilities:

- Allocate \$20,000.00 to the county to fund the Outreach Incentive Program. Funds will be available from October 1, 2023 through September 30, 2024.
- Be available to answer all county questions and assist with any matters that may arise as a result of implementing the Outreach Incentive Program.
- Oversee and monitor the outcomes of the Outreach Incentive Program by measuring the number of applications denied for failure to provide verification of information.
- Make outcomes information available to the county upon request.

County Representative Name & Signature

Theresa Kullen

County

State LEAP Office





2023-2024 LEAP Outreach Incentive Program Agreement

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- Provide two performance measure goals and track your county’s performance as explained in the LEAP Outreach Incentive Program Operation Memo.
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- Oversee and monitor the outcomes of the Outreach Incentive Program by measuring the number of applications denied for failure to provide verification of information.
- Make outcomes information available to the county upon request.

DocuSigned by:

 Carl Young
 0180F340A78A49E

 County Representative Name & Signature

Theresa Kullen Digitally signed by Theresa Kullen
Date: 2023.09.15 14:28:38 -06'00'

 Theresa Kullen

Huerfano County

State LEAP Office



LEAP Outreach Incentive Program Plan

For the 2023-2024 LEAP season we have a designated LEAP Assistance Technician. Karina Sierra is trained in LEAP for the last two seasons and will continue to be the LEAP contact for Huerfano County.

Huerfano County Department of Human Services has requested 750 applications with the intent to provide all of them to the community. DHS will make sure LEAP applications are taken to local businesses for easier access for clients. The locations we are focused on for drop off of applications will be the Huerfano County Court House, San Isabel Electric, Walsenburg City Hall, La Veta Town Hall, La Veta Propane, and also Rocky Mountain Propane. With the delivery of applications to these businesses, banners/flyers will be set up to make clients aware that the LEAP season has begun. November 1st we will be distributing these applications throughout the community and made available here at the Huerfano County DHS office.

LEAP assistance technician will offer copies of all requested information along with either emailing or mailing out the applications for clients. Karina will have access to the system for any client who has questions about their application status. Karina will assist any client needing help filling out their application and will continue to check for updates every other week for clients. This will give clients the ability to provided requested information well before they receive a letter in the mail. The intention is that this will give relief to some and decrease the denials we have seen.

The goal is a 10% increase in applications and approvals and hoping for a decrease of no less than 10% denials. In order to reach this goal, we will be utilizing the check in program with clients after two weeks of bringing in applications. There will be a curtesy check to see if any updates or letter was sent to the client requesting more info. If a denial has been issued and the client wishes to reapply. Karina will make sure to go over the requested information in the application and make sure the client has all requests before summiting the new application. Karina will post on social media the availability of LEAP applications and where they can be located. From now until November 1st, if any client comes in asking about LEAP, Karina will take their names in order to make sure a LEAP application gets sent out to them in November, at their request. With this combined plan we can see drops in denials and an increase in applications that get approved.

Karina Sierra is located at the Huerfano County Department of Human Services at 121 W 6th St. Walsenburg, CO. Her contact number is 719-738-2810 Ext:110. With an email of karina.sierra@state.co.us

Thanks for your attention to this matter and look forward to helping the community with all their LEAP needs.


9/14/2023

**Agreement Regarding the Operation of and
the Distribution of Revenue for the
Single Entry Point Program/Options
for Long Term Care Program
July 1, 2023 through June 30, 2024**

Whereas, the Boards of County Commissioners for **Las Animas** and **Huerfano Counties** have agreed to combine into a region for the purpose of contracting for the delivery of Options for Long Term Care Services as per Colorado statute and the rules and regulations of the Colorado Department of Human Services and the Colorado Department of Health Care Policy and Financing; and

Whereas, said Boards have agreed that the Las Animas County Department of Human Services ("Las Animas County") is the designated Single Entry Point Agency and will serve as the fiscal agent for the program and as the contractor with the Colorado Department of Health Care Policy and Financing for the Single Entry Point/Options for Long Term Care Program; and

Whereas, said Boards agree that said Options for Long Term Care Services will be delivered by both Las Animas County and the Huerfano County Department of Human/Social Services in accordance with the terms of the contract entered into between Las Animas County and the Colorado Department of Health Care Policy and Financing. A copy of that contract is attached as "Attachment A" and incorporated herein.

Therefore, Las Animas County and Huerfano County entered into the following agreement effective **July 1, 2023 through June 30, 2024**.

1. Las Animas County will contract with the State of Colorado Department of Health Care Policy and Financing to provide Options for Long Term Care Services in Huerfano and Las Animas counties. A copy of said contract is attached as "Attachment A" and incorporated herein.
 - a. Las Animas County staff will provide Options for Long Term Care Services to eligible residents of Las Animas County under the supervision of the designee of the Director of Las Animas County.
 - b. Huerfano County staff will provide Options for Long Term Care Services to eligible residents of Huerfano County under the supervision of the designee of the Director of Huerfano County.
2. Huerfano County agrees to provide Options for Long Term Care services in accordance with the terms, conditions and assurances contained in the Options for Long Term Care contract entered into between the State of Colorado Department of Health Care Policy and Financing and Las Animas County.

3. Las Animas County will be solely responsible for any fiscal sanctions which results from their service delivery and/or documentation, which is not in keeping with the terms and conditions contained in the contract and any attachments in Las Animas County. Huerfano County will be solely responsible for any fiscal sanctions which result from their service delivery and/or documentation which is not in keeping with the terms and conditions contained in the contract and any attachments in Huerfano County.
4. Las Animas County will be solely responsible for financial record keeping regarding revenues and expenditures related to the Options for Long Term Care Program in Las Animas County and will be solely responsible for State audit exceptions or other fiscal sanctions related to finances and financing documentation in Las Animas County. Las Animas County will disclose any audit exceptions to Huerfano County within thirty (30) days of receiving the audit findings.
5. Huerfano County will be solely responsible for financial record keeping regarding revenues and expenditures related to the Options for Long Term Care Program in Huerfano County and keep the same in accordance with the terms of the contract contained herein as "Attachment A".
6. Huerfano County will be solely responsible for financial record keeping regarding revenues and expenditures related to the Options for Long Term Care Program in Huerfano County and will be solely responsible for State audit exceptions or other fiscal sanctions related to finances and financing documentation in Huerfano County. Huerfano will disclose any audit exceptions to Las Animas County within thirty (30) days of receiving the audit findings.
7. The revenue provided by the State to Las Animas County as reimbursement for the costs of the delivery of Options for Long Term Care Services in both counties will be shared with Huerfano County in keeping with state funding as follows:
 - a. Huerfano County will be paid according to their actual monthly Fee for Service for Per Member Per Month (PMPM) reimbursement for ongoing case management services. The following rate structure will apply:

Case Management Services	Payment Frequency	Rate
Appeals – Creation of Packet	Per Appeal Packet	\$516.68
Appeals – Attendance at Hearing	Per Appeal Hearing	\$477.18
Initial Level of Care Screening and Assessment	Payment per Assessment	\$275.66
Continued Stay Review – Level of Care Screening and Assessment	Payment per Assessment	\$191.61
In-Person Monitoring	Payment per In-Person Monitoring Visit (Up to 2 Visits per year)	\$83.45
On-Going Case Management PMPM – Tier One (1-700)	Payment per Member per Month	\$93.35
Rural Travel Add-On (Initial, CSR, Monitoring) for Rural and Frontier Counties	Payment per Activity	\$36.41
CIRS - Critical Incident Reporting	Monthly, Per Member enrolled	\$1.56

- 8. Termination Agreement: Either party may terminate this agreement by notifying the other party in writing 60 days prior to termination. Such written termination notice to be submitted to:

Michael Aragon, Director
 Las Animas County Department of Human
 Services 219 South Chestnut Street
 Trinidad, CO 81082

Or

_____, Director
 Huerfano County Department of Social Services 121 West 6th Street
 Walsenburg, Colorado 81089

This agreement will be effective July 1, 2023

Signed by:

Michael Aragon, ABD, MS
 Director, Las Animas County
 Dept. of Human Services

Date: _____/20_____

 Director, Huerfano County
 Dept. of Human Services

Date: _____/20_____



INTERGOVERNMENTAL CONTRACT AMENDMENT #3

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Early Childhood 710 South Ash Street, Building C Glendale, CO 80246	Original Contract Number 22 IHIA 170686
Contractor Huerfano County Department of Human Services 121 W. 6 th Street Walsenburg, CO 81089	Amendment Contract Number 24 QAAA 185171
Current Contract Maximum Amount Initial Term Federal Fiscal Year 2022 \$33,000 Extension Terms Federal Fiscal Year 2023 \$25,000 Federal Fiscal Year 2024 \$25,000 Total for All Fiscal Years \$83,000	Contract Performance Beginning Date October 1, 2021 Current Contract Expiration Date September 30, 2024

Signature Page begins on next page →



COLORADO
Department of Early Childhood

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p align="center">CONTRACTOR</p> <p align="center">Huerfano County Department of Human Services</p> <p>DocuSigned by: <i>Carl Young</i></p> <hr/> <p>By: Carl Young, County Administrator/Interim Director of HCDHS</p> <p>Date: 9/15/2023</p>	<p align="center">STATE OF COLORADO</p> <p align="center">Jared Polis, Governor Colorado Department of Early Childhood Lisa Roy, Ed.D., Executive Director</p> <p>DocuSigned by: <i>Lisa R Roy</i></p> <hr/> <p>By: Mary Alice Cohen, Office Director</p> <p>Date: 9/15/2023</p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Andrea Eurich

By: *Andrea Eurich*

Laura Curnow / Andrea Eurich / Toni Williamson / Telly Belton

Amendment Effective Date: 9/18/2023

-- Signature and Cover Pages End --



1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or October 1, 2023, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

Contractor shall provide resources for implementation of the Promoting Safe and Stable Families (PSSF) program. The purpose of this program is to enable States to develop and establish, or expand, and to operate coordinated programs of community-based family support services, family preservation services, time-limited family reunification services, and adoption promotion and support services to accomplish the following objectives:

- To prevent child victimization among families at risk through the provision of supportive family services.
- To assure children's safety within the home and preserve intact families in which children have been maltreated, when the family's problems can be addressed effectively.
- To address the problems of families whose children have been placed in foster care so that reunification may occur in a safe and stable manner in accordance with the Adoption and Safe Families Act of 1997.
- To support adoptive families by providing support services as necessary so that they can make a lifetime commitment to their children.

This Amendment extends the contract expiration date, increases funds for FFY24 and amends exhibits A, B, D and E.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:



A. Extend the Contract Expiration Date from September 30, 2023, to September 30, 2024.

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

B. Increase the Contract Amount for FFY24 by \$25,000 and Increases the Maximum Amount for All Federal Fiscal Years from \$58,000 to \$83,000.

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

C. Exhibit A – Statement of Work

Exhibit A – Amendment #3, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

D. Exhibit B – Budget

Exhibit B – Amendment #3, which is attached and incorporated by this Amendment, shall be added to Exhibit B of the Original Contract.

E. Exhibit D – Additional Provisions

Exhibit D – Amendment #3, which is attached and incorporated by this Amendment, shall replace Exhibit D -Amendment #2 of the Original Contract.

F. Exhibit E – Supplemental Provisions for Federal Awards

Exhibit E – Amendment #3, which is attached and incorporated by this Amendment, shall be added to Exhibit E of the Original Contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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



Exhibit A – Amendment #3

**STATEMENT OF WORK (SOW)
PROMOTING SAFE AND STABLE FAMILIES (PSSF)**

**HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES
121 W. SIXTH ST.
WALSENBURG, CO 81089**

THROUGH:

**HUERFANO LAS ANIMAS FAMILY RESOURCE CENTER
615 RUSSELL AVENUE
WALSENBURG, CO 81089**

OCTOBER 1, 2023 - SEPTEMBER 30, 2024



Exhibit A – Amendment #3

INTRODUCTION/BACKGROUND

The purpose of the Promoting Safe and Stable Families (PSSF) program is to enable States to develop and establish, or expand, and to operate coordinated programs of community-based family support services, family preservation services, time-limited family reunification services, and adoption promotion and support services to accomplish the following objectives:

- To prevent child victimization among families at risk through the provision of supportive family services.
- To assure children's safety within the home and preserve intact families in which children have been maltreated, when the family's problems can be addressed effectively.
- To address the problems of families whose children have been placed in foster care so that reunification may occur in a safe and stable manner in accordance with the Adoption and Safe Families Act of 1997.
- To support adoptive families by providing support services as necessary so that they can make a lifetime commitment to their children.

The Child and Family Services Improvement and Innovation Act P.L. 112-34 amended the Part B Title IV to include mentoring programs.

Federal guidance [CFDA 93.556] sets a minimum of 20 percent of program PSSF funds be spent on Family Support, 20 percent on Family Preservation, 20 percent on Time-Limited Family Reunification, and 20 percent on Adoption Promotion & Support unless a waiver is granted by the Federal Administration for Children and Families (ACF).

SCOPE OF WORK

The Huerfano County Department of Human Services through its Huerfano Las Animas Family Resource (FRC) is expecting to serve 30 children, youth and their families with trained Family Development Workers using the approved PSSF Intensive Case Management Guidelines. Through assessments, case planning, parenting education, linking, advocacy, and monitoring, the Huerfano Las Animas Family Resource Center Family Development Workers shall implement county-designed Love and Logic classes and Strengthening Families programming to build supportive relationships with families, centering on family-driven goals and strengths. This straight-forward and ease of programming for multi-system involved families, has worked well for the rural and high-needs communities of Huerfano and Las Animas Counties. Advocacy and support to families, provided in a culturally competent delivery, shall improve parents' ability to safely and competently care for their children and build or repair relationships between caregivers and children through techniques learned in parent education support. Family Development workers continue services offered, with intensive in-home services and expect to work with families to build on their strengths using their goals to help families increase connections and access to community supports and services. In home services shall be used for families who require extra support after Love and Logic classes due to an identified higher need, cognitive challenges, learning disabilities or significant mental health issues. The time frame for in-home services shall be 3-12 months into family involvement with Intensive Case Management programming, coinciding with reunification whenever possible, aiding in families transitioning back to a whole unit family. Family-driven goals shall guide case planning and implementation of services, allowing for customized services based on self-identified and/or court-ordered treatment plans, depending on the population being served. This allows the Family Development Workers to meet clients where they are, promoting family engagement, strategies and goals to overcome barriers, and build on family strength.

**Exhibit A – Amendment #3**

Family Development Workers may advocate for families in settings such as Family Engagement Meetings, DANSR Court Staffing's, Collaborative Management Program Individualized Service and Support Team Meetings, under the direct supervision of the director of the Huerfano Las Animas Family Resource Center. All meetings are facilitated by a CDEC trained facilitator. This advocacy shall guide in case planning for families and enable the building of partnerships across multiple agencies for the unified goal of supporting families according to their identified needs. The CFSA2 shall be used to assess all families at intake with a follow up CFSA2 completed at 90 days or at the close of services. Goals shall be family driven and all interventions and referrals shall be family-approved. In home services shall help with daily living and life skills which ultimately shall reduce the stress on families resulting in improved child safety and a more cohesive home environment for the family unit. All families are served with an inclusive and respectful attitude while taking into account the culture and experiences which have shaped the family and shall continue to guide families to their version of self-reliance. Parents are taught skills to successfully nurture their children, increase their use of resources in the community and create supportive networks that shall ultimately enable families to successfully and safely parent their children. Families are served as a whole unit using a 2Gen approach.

All programming is delivered with the five protective factors in mind, which work toward building parental resilience, social connections through natural supports, expanding knowledge of child development, establishing concrete supports in times of need and educating parents on their children's social and emotional development. All services are designed to reduce the risk of child abuse and/or neglect, enhance caregiver protective capacity and reduce the risk of repeat incidents if the family has had previous child welfare involvement. Services also help reduce the risk of removal from the home, reduce the length of time children are in foster care and/or prevent re-entry into the foster care system. The overarching goal with families in services is always reunification with birth families. These families may receive services for up to one (1) year.

PERIOD OF PERFORMANCE

October 1, 2023 - September 30, 2024



Exhibit A – Amendment #3

WORK PLAN

OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	<p>The proposed programs offered through the PSSF Program by Huerfano/Las Animas Family Resource Center Family Development Worker Intensive Case Management Services has the goal of preserving the family by supporting the family unit as they identify, through individualized care based on an assessment of strengths and how those strengths can be built upon to address specific family goals while meeting the mandate of keeping children safe. Providing Intensive Case Management shall result in:</p> <ul style="list-style-type: none"> • increased parental capacity • SMART Goals in a family-driven, strength-based format • families having decreased incidents of maltreatment recurrence within six months of a confirmed report of child abuse or neglect • families experiencing increased safety, as evidenced by a decrease in confirmed abuse or neglect reports 				
Key Activity A: Intensive Case Management by Family Development Workers – Assessment					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Intake	Within 5 days of referral	Initial outreach and engagement with the family through home visits, office visits, phone calls; Face to face meeting at least once during intake process; Determine eligibility/appropriateness; Completion of FRC Application for Services and Release of Information signed;	All referrals and referral sources entered into Salesforce; Referral closed and PSSF Case opened; Activities documented in Salesforce	Huerfano/Las Animas Family Resource Center Family Development Workers	Family Preservation and Time-Limited Reunification
CFSA2	Baseline and every 90 days during involvement	CFSA2 filled out, including family self-reported goals	CFSA2 entered into Salesforce; Goals entered into Salesforce	Huerfano/Las Animas Family Resource Center Family Development Workers	Family Preservation and Time-Limited Reunification
Pre/Post Test for Curriculum	Pre/Post curriculum delivery	Curriculum delivered to fidelity	Pre and Post-test dates entered in Salesforce; Activity documented in Salesforce	Huerfano/Las Animas Family Resource Center Family Development Workers	Family Preservation and Time-Limited Reunification
Parent Satisfaction Survey	Completion of PSSF programming (up to 12 months)	Upon completion of PSSF Service Involvement	Activity documented in Salesforce	Huerfano/Las Animas Family Resource Center Family Development Workers	Family Preservation and Time-Limited Reunification

Exhibit A – Amendment #3

Key Activity B: Intensive Case Management by Family Development Workers – Case Planning					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Goal Setting	withing 30 days of opening case	Strategies/goals are developed to overcome barriers and build on family strengths; Attainable goals using SMART goals planning; Goals are family driven and a treatment plan is collaboratively made and agreed upon by families	Documented activities in Salesforce; Goals documented in Salesforce; Outcomes of goals in Salesforce	Huerfano Las Animas Family Resource Center Family Development Workers	Family Preservation and Time-Limited Reunification
Contact	Weekly contact and dependent upon needs and services after 3 months	Face to face meetings with families in office and in-home settings; after 3 months – depend on family needs and services; Intense services for high needs families may require more frequent contact, and contact via phone calls, text messages, and email	Activities documented in Salesforce as Intensive Case Management Services	Huerfano Las Animas Family Resource Center Family Development Workers	Family Preservation and Time-Limited Reunification
Treatment Plan	PSSF treatment plan – within 30 days of completion of intake process	Family driven plan incorporating goals identified in intake, family advocacy work, family meetings, and in building rapport with families; Agreed upon by families	Case notes documented in Salesforce	Huerfano Las Animas Family Resource Center Family Development Workers	Family Preservation and Time-Limited Reunification
Curriculum Delivery	Withing 3 months of involvement; dependent upon family need, court ordered and/or PSSF treatment plans	County designed Love & Logic, Nurturing Families, and Strengthening Families curriculum delivered through classes held at various neutral locations in the communities of Huerfano and Las Animas Counties, dependent upon demand and interest; Individual classes offered in office and in-home settings, dependent upon treatment plans	Pre/Post Test dates entered into Salesforce; Activities documented in Salesforce	Huerfano Las Animas Family Resource Center Family Development Workers	Family Preservation and Time-Limited Reunification
Social Connections	Offered weekly via FRC programming; special events held at least twice per year	Weekly community playgroup for caregivers and children 0-5; special events planned and held in the communities with collaborations of various agencies (journaling nights, potlucks, summer activities, etc.); Open house at the FRC	Social activities documented in Salesforce; weekly playgroup may be a part of treatment plan and therefore documented in Salesforce as such	Huerfano Las Animas Family Resource Center Family Development Workers	Family Preservation and Time-Limited Reunification



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Key Activity C: Intensive Case Management by Family Development Workers – Linking					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Resource Navigation	throughout involvement	PSSF case plan and/or multi-system planning meeting identified needs and services for families; Relevant referrals made according to PSSF treatment plan. This could be services offered through various community agencies and CDEC services, schools, health, mental health, substance use services, disability services, workforce and job search; The scope of which is needed shall be identified in the PSSF treatment plan and shall family-driven and agreed upon	Documented through case notes in Salesforce	Huerfano Las Animas Family Resource Center Family Development Workers	Family Preservation and Time-Limited Reunification
Transition/Celebration	at end of involvement/ completion of PSSF treatment plan	Identify continued service needs and follow-up supports	Documented through case notes in Salesforce	Huerfano Las Animas Family Resource Center Family Development Workers	Family Preservation and Time-Limited Reunification
Key Activity D: Intensive Case Management by Family Development Workers – Advocacy					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Meeting Advocacy	throughout involvement	Huerfano/Las Animas Family Resource Center Family Development Workers may participate in facilitated family meetings through CDEC, schools, CMP ISSTs, DANSR Court Team Meetings to advocate for families on an as needed basis, dependent upon service need	Documented activities and case notes in Salesforce	Huerfano Las Animas Family Resource Center Family Development Workers	Family Preservation and Time-Limited Reunification
Key Activity E: QI/QA					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Supervision and Case Review	Weekly Supervision; Biweekly/ Monthly Case Review	Huerfano/Las Animas Family Resource Center Family Development Workers shall meet with Director for biweekly/monthly case review, dependent upon case load and case need	Documented and achieved goals shall be kept by Director and shall guide Supervision and Performance Reviews; Salesforce documentation review, data reports submitted per request; Guidelines/Activity Checklist provided	Huerfano Las Animas Family Resource Center Director	Family Preservation and Time-Limited Reunification



Exhibit A – Amendment #3

Required Key Activity F: REPORTING AND PERFORMANCE MONITORING					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
PSSF sites shall comply with CDEC data collection methodology system. Data reports shall show tasks/activities completed to align with designated outcomes and measures of services provided.	10/01/2023-09/30/2024	Data on all PSSF services/activities shall be entered into CDEC data-system. <ul style="list-style-type: none"> • Completion of PSSF intake form in Salesforce or entering other intake tool completion date in designated fields. • PSSF program staff shall set goals with families engaged in PSSF services, goals are identified on goal setting sheet or designated goal fields, including status of goals. • CFSA 2.0 assessments completed with families participating in services. Required for intensive case management services; or family preservation/support category families without an open Child Welfare involvement or receiving more than 6 total hours of PSSF services required. • Protective Factors Survey • PSSF services – each family with an open PSSF case should be receiving at least one service. Service should include activities related to the service, individual participating in the service, and service area identified. • An assessment for each service should be documented with pre/post-dates and name of assessment in designated fields. • Flex funds – Only if included in the approved budget, can be provided only to families that have an open PSSF service. Flex funds are only provided to support the family goals. 	Required data shall be entered into CDEC data-system within 5 working days of completing a task or activity (i.e., intake, goal setting, PSSF services, case management notes, referral for services, flex funding, instrumentation tools including CFSA 2.0, or assessment tools are identified and dates of pre/post and included).	Huerfano Las Animas Family Resource Center Director	Family Preservation and Time-Limited Reunification
Invoices/ Expenditure reports	Required Monthly or when requested. 10/01/2023-9/30/2024	Invoices/Expenditure reports must be submitted on a monthly basis to CDEC on the PSSF Invoice Template provided by the Colorado Department of Early Childhood to the invoice email: CDEC_invoicing@state.co.us	Contractor shall submit all invoices/expenditure reports by the 20th day of each month. Final billing for each fiscal year per Exhibit D – Additional Provisions.	Huerfano Las Animas Family Resource Center Director	Family Preservation and Time-Limited Reunification



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Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Submit programmatic reports to CDEC. Report templates shall be provided or created in Salesforce.	When requested. 10/01/2023-9/30/2024	Reports shall be submitted according to CDEC timeframes and include all requested information. Reporting templates shall be provided by the PSSF Program Manager	Reports shall be submitted to CDEC twice per year during the federal fiscal year. The first report is due on the last business day of April each year. The final report is due on the last business day of October each year.	Huerfano Las Animas Family Resource Center Director	Family Preservation and Time-Limited Reunification
PSSF Programs shall run reports and monitor outcomes using CDEC data-system	Quarterly or when requested 10/01/2023-9/30/2024	Reports shall be reviewed in the CDEC data-system to ensure performance targets are being met.	Reports shall be submitted to CDEC on quarterly basis or as needed by the program.	Report templates shall be created by State Program Administrator, and accessible by Supervisor in each site.	Family Preservation and Time-Limited Reunification

Key Activity G: Program Evaluation

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
PSSF program staff shall complete program trainings as recommended or required by CDEC. PSSF site shall send at least one person per site to the biennial Strengthening Families Conference and the biennial PSSF program grantee meeting.	10/01/2023-09/30/2024	PSSF program staff shall complete trainings necessary/pertinent for program delivery. Participation in conference and grantee meeting.	Staff attendance or documented information regarding completion for recommended or pertinent trainings, which may include but is not limited to Motivational Interviewing, CFSA 2.0, Strengthening Families, Financial Health, mandated reporter, CDEC data system training for users, and other required certification trainings related to services being provided by the PSSF site to meet model fidelity. (i.e. if providing Nurturing Parenting, you must have a certified trainer)	PSSF Program Staff	Family Preservation and Time-Limited Reunification



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Key Activity H: Participate as Comparison Group in the Colorado Fatherhood Program evaluation					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Participate in 1 hour training meeting to learn about the evaluation.	10/1/2023-9/30/2024	Evaluation comparison sites shall have at minimum one attendee from each site participate in the 1-hour provided informational overview/training for the evaluation process.	Attendance of one person per site at the training. Preferred attendance by PSSF coordinator.	PSSF Program Coordinator Evaluation Team	Family Preservation and Time-Limited Reunification
PSSF sites shall receive written information from the DU evaluation team regarding the evaluation and instructions to help fathers self-refer for participation. Sites can determine the best method for sharing the referral process.	10/1/2023-9/30/2024	PSSF sites shall have access to the written information as well as verbal scripts regarding referrals for the evaluation to provide to fathers. Information can be shared in written communication or verbally by the PSSF advocate.	Fathers participating in PSSF services shall receive the evaluation referral information.	Contracted Community Provider PSSF Program Coordinator Evaluation Team Member	Family Preservation and Time-Limited Reunification
PSSF sites shall provide referral information to fathers participating in the following services: Incredible Years, Nurturing Parenting or Nurturing Fathers, PAT, Intensive Case Management, and/or Adoption/Kinship Navigation. The DU evaluation team shall make determine eligibility and obtain fathers consent for participation.	10/1/2023-9/30/2024	Referral information shall be provided to fathers who may be eligible. Referrals shall be accessed by fathers if he so chooses. DU evaluation team shall make determinations of eligibility and participation in the evaluation. DU shall ask what services are being provided. DU evaluation shall obtain fathers consent for participation.	Fathers shall self-refer to evaluation and enter evaluation. Fathers shall receive incentives for participation in the evaluation. Data on referrals provided and received by DU evaluation team.	Contracted Community Provider PSSF Program Coordinator Evaluation Team Member	Family Preservation and Time-Limited Reunification



Exhibit A – Amendment #3

CONFIDENTIALITY

PSSF Provider Agencies and its employees shall not access the CDEC data system for any purpose other than in the performance of providing PSSF services as outlined by this contract or subcontract. The PSSF Provider Agency and its employees agree to only access those areas of the CDEC data system necessary to perform contracted functions, to access only information of those children and families referred for services, and to keep confidential all information gained during performance of PSSF services.

SCHEDULE/MILESTONES

The proposed programs offered through the PSSF Program by Huerfano/Las Animas Family Resource Center Family Development Worker Intensive Case Management Services has the goal of preserving the family by supporting the family unit as they identify, through individualized care based on an assessment of strengths and how those strengths can be built upon to address specific family goals while meeting the mandate of keeping children safe. Providing Intensive Case Management shall result in:

- Huerfano Las Animas Family Resource Center shall serve 35 families with PSSF Intensive Case Management during this grant year; 31 shall be served through Family Preservation Services, 4 shall be served through Time-Limited Reunification Services
- Increased parental capacity reported in Pre/Post Tests from the Love & Logic Curriculum
- Decreased incidents of maltreatment recurrence within six months of a confirmed report of child abuse or neglect, if a family is county CDEC involved
- Increased safety, as evidenced by a decrease in confirmed abuse or neglect reports
- 80% of families served through PSSF Intensive Case Management Services with open case involvement, shall reunite with parents or kin

ACCEPTANCE CRITERIA

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

County and Community PSSF sites agree to comply with all data process and tools to provide the CDEC with all requested data. The PSSF advocates shall submit written quarterly reports to the PSSF Program Manager that shall include data statistics, client satisfaction forms and any anecdotal information as they collect this. PSSF site encourages any site visits to occur and shall comply with any visits that are requested



Colorado Department of Early Childhood BUDGET WITH JUSTIFICATION FORM

Contractor Name	Huerfano County Department of Human Services
Budget Period	October 1, 2023 - September 30, 2024
Project Name	Promoting Safe and Stable Families

Program Contact Name and Title Phone Email	Andrea Montoya 719-738-2378 ar_montoya@outlook.com
Fiscal Contact Name and Title Phone Email	Melva Zagar 719-738-2810 Ext. 136 melva.zagar@state.co.us
Counties/Areas Served:	Huerfano Las Animas Counties

Expenditure Categories										
Personnel Services - Salaried Employees										FFY 2024
Position Title	Description of Work and Fringe Benefits	Gross or Annual Salary	Fringe	Number of Months on Project	Cost Based on Percent of Time on Time-limited Reunification (TLR)	Cost Based on Percent of Time on Adoption Promotion and Support (APS)	Cost Based on Percent of Time on Family Preservation for Family Stability	Cost Based on Percent of Time on Family Support for Family Stability	Total Percent of Time on Project	Total Amount Requested from CDEC
ICM Worker/FD Worker/Advocate	Intensive Case Management work done by worker/advocate through case planning and coordination of services. Fringe includes retirement and health insurance.	\$36,186	\$16,123	12	\$ 2,860	-	\$ 22,140	-	47.793%	\$ 25,000
Total Personnel Services (including fringe benefits)					\$ 2,860	\$ -	\$ 22,140	\$ -		\$ 25,000
Contractors/Consultants (payments to third parties or entities)										FFY 2024
Name	Description of Item				Time-Limited Reunification (LTR)	Adoption Promotion and Support (APS)	Family Preservation for Family Stability	Family Support for Family Stability		Total Amount Requested from CDEC
	No costs shall be reimbursed by CDEC for this category.				-	-	-	-		-
Total Contractors/Consultants					\$ -	\$ -	\$ -	\$ -		\$ -
Travel										FFY 2024
Item	Description of Item				Time-Limited Reunification (LTR)	Adoption Promotion and Support (APS)	Family Preservation for Family Stability	Family Support for Family Stability		Total Amount Requested from CDEC
	No costs shall be reimbursed by CDEC for this category.				-	-	-	-		-
Total Travel					\$ -	\$ -	\$ -	\$ -		\$ -
Supplies & Operating Expenses										FFY 2024
Item	Description of Item				Time-Limited Reunification (LTR)	Adoption Promotion and Support (APS)	Family Preservation for Family Stability	Family Support for Family Stability		Total Amount Requested from CDEC
	No costs shall be reimbursed by CDEC for this category.				-	-	-	-		-
Total Supplies & Operating Expenses					\$ -	\$ -	\$ -	\$ -		\$ -
TOTAL DIRECT COSTS					\$ 2,860	\$ -	\$ 22,140	\$ -		\$ 25,000
MODIFIED TOTAL DIRECT COSTS (MTDC)					\$ 2,860	\$ -	\$ 22,140	\$ -		\$ 25,000
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.										

Indirect Costs						FFY 2024
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]						
Item	Description of Item	Time-Limited Reunification (LTR)	Adoption Promotion and Support (APS)	Family Preservation for Family Stability	Family Support for Family Stability	Total Amount Requested from CDEC
	No costs shall be reimbursed by CDEC for this category.	\$ -	\$ -	\$ -	\$ -	\$ -
Total Indirect		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL TIME-LIMITED REUNIFICATION (LTR)		\$ 2,860				
TOTAL ADOPTION PROMOTION AND SUPPORT (APS)		\$ -				
TOTAL FAMILY PRESERVATION FOR FAMILY STABILITY				\$ 22,140		
TOTAL FAMILY SUPPORT FOR FAMILY STABILITY					\$ -	
TOTAL AMOUNT REQUESTED FROM CDEC						\$ 25,000
PERCENTAGE OF BUDGET BY PROJECT						FFY 2024
		Time-Limited Reunification (LTR)	Adoption Promotion and Support (APS)	Family Preservation for Family Stability	Family Support for Family Stability	Total Percentage
PERCENTAGE OF BUDGET BY PROJECT		11%	0%	89%	0%	100%
Match Projection / Required	Percentage of Total Budget Including Match:					
Match is not Required on Stimulus Flex Funds	30%	\$ 1,226	\$ -	\$ 9,489	\$ -	\$ 10,715
TOTAL BUDGET (INCLUDING MATCH)		\$ 4,086	\$ -	\$ 31,629	\$ -	\$ 35,715

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



ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

- A. The Contractor shall submit requests for payment to CDEC_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. Advances shall not be approved except in documented situations of cash flow emergency, for a specified term, with the prior written approval of the State, and in accordance with State fiscal rules and procedures.
- C. It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. **ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.**
- D. **IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC.** If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- E. **Timely Invoicing** - Invoices shall be submitted no later than 30 days following the last day of the month.

Final invoices for services provided through September shall be submitted no later than 30 days following the last day of the month.



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

5. PARTICIPATION

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

6. SUPPLANTING

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

7. BUDGET CHANGES

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

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

8. TRAVEL

Travel costs must be listed in Exhibit B – Budget under travel including airfare, hotel, mileage and per diem costs.

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



- B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>
- C. Hotel rates cannot exceed any rate established for conference attendance.
- D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

9. DATA COLLECTION

The Contractor shall participate in reporting designated outcome measures. The required data shall be entered into an approved CDEC database no later than five (5) working days after completion of task/service or activity supported by PSSF funds.

10. REPORTING REQUIREMENTS

The Contractor is required to submit quarterly programmatic reports and year end progress reports. Reports must be submitted to CHDS four times per year on the federal fiscal year calendar. The first report is due on the last business day of July. The second report is due on the last business day of October. The third report is due on the last business day of January and the final report is due on the last business day of April each year.

11. SUBRECIPIENT

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

12. CRITICAL INCIDENT REPORTING

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

13. MANDATED REPORTING

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

All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

14. GIFT CARDS

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

- A. The contractor agency must have a written Gift Card Distribution Policy in place and this plan must be approved by the Department of Early Childhood before gift cards may be purchased. The policy must include maintaining an audit log of gift card purchases and disbursements and a process for routine reconciliations.



Exhibit D - Amendment #3

- B. The contractor agency's gift card policy must ensure that gift cards cannot be redeemed for cash and must restrict the recipient from using gift cards for alcohol, firearms, tobacco, lottery tickets, or entertainment.
- C. Gift Cards must be distributed to recipients within five (5) business days of purchase.
- D. Gift Cards should be given at the conclusion of an event or upon completion of an activity or milestone.
- E. Contractor agency staff shall have recipients sign a form that includes the following: Date, Name of Gift Card Recipient, Purpose of Gift Card, Signature of Gift Card recipient acknowledging receipt of Gift Card and Gift Card Amount.
- F. The contractor cannot request reimbursement for the cost of gift cards until distribution of the gift cards has been made to recipients. Additionally, the contractor must maintain adequate documentation to show a record of all gift card distributions.
- G. The contractor shall be held responsible for inappropriate use of gift cards.



Exhibit E – Amendment #3 - Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1) Federal Award Identification

- i. Subrecipient: **Huerfano, County of.**
- ii. Subrecipient Unique Entity Identifier (UEI) number: **DL84BCKRKZC7.**
- iii. The Federal Award Identification Number (FAIN) is **2301COFPSS.**
- iv. The Federal award date is **4/4/2023.**
- v. The subaward period of performance start date is **10/1/2022** and end date is **9/30/2024.**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
FFY24	\$ 25,000	\$ 25,000	\$ 25,000

- vii. Federal award project description: **Promoting Safe and Stable Families.**
 - viii. The name of the Federal awarding agency is **Department of Health and Human Services – Administration for Children** the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Jill Jordan, Program Manager, jill.jordan2@state.co.us.**
 - ix. The Catalog of Federal Domestic Assistance (CFDA) number is **93.556**, name is **MaryLee Allen Promoting Safe and Stable Families**, and dollar amount is **\$2,664,018.**
 - x. This award is **not** for research & development.
 - xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDEC cost allocation plan.
- 2) All requirements imposed by CDEC on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **General Provisions, Exhibit A – Statement of Work, and Exhibit D – Additional Provisions.**
 - 3) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **General Provisions, Exhibit A – Statement of Work, and Exhibit D – Additional Provisions.**
 - 4) Subrecipient’s approved indirect cost rate is **the CDEC negotiated rate of 0%.**

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

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

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

1. DEFINITIONS.

- 1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
- 1.1.1. "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
- 1.1.1.1. Awards may be in the form of:
- 1.1.1.1.2. Grants;
- 1.1.1.1.3. Contracts;
- 1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.1.1.5. Loans;
- 1.1.1.1.6. Loan Guarantees;
- 1.1.1.1.7. Subsidies;
- 1.1.1.1.8. Insurance;
- 1.1.1.1.9. Food commodities;
- 1.1.1.1.10. Direct appropriations;
- 1.1.1.1.11. Assessed and voluntary contributions; and

- 1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds to non-Federal Entities.
- 1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 1.1.1.2. Award **does not** include:
- 1.1.1.2.1. Technical assistance, which provides services in lieu of money;
- 1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.1.2.3. Any award classified for security purposes; or
- 1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.1.2. “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
- 1.1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 1.1.5. “Entity” means:
- 1.1.5.1. If the source of funding is a Grant:
- 1.1.5.1.1. a Non-Federal Entity;
- 1.1.5.1.2. a foreign public entity;
- 1.1.5.1.3. a foreign organization;
- 1.1.5.1.4. a non-profit organization;
- 1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
- 1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);
- 1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
- 1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).
- 1.1.5.2. If the source of funding is not a Grant:
- 1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;
- 1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;
- 1.1.5.3. a foreign public entity;
- 1.1.5.4. a domestic or foreign non-profit organization;
- 1.1.5.5. a domestic or foreign for-profit organization; and
- 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.

- 1.1.7. If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.12. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 1.1.13.2. Is not organized primarily for profit; and
 - 1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, if the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.20. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.

- 1.1.21. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
- 1.1.21.1. Salary and bonus;
 - 1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.1.21.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.22. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.1.24. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

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

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

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

4. TOTAL COMPENSATION.

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

5. REPORTING.

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

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

- 7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
- 7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
- 7.1.1.1. Subrecipient DUNS Number;

- 7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
 - 7.1.1.3. Subrecipient parent's organization DUNS Number;
 - 7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
 - 7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
- 7.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. PROCUREMENT STANDARDS.

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

9. ACCESS TO RECORDS.

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

10. SINGLE AUDIT REQUIREMENTS.

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

- 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 10.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.
- 11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"/"funding Contract", the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.
- 11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- 11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.22) not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

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

14. EVENT OF DEFAULT AND TERMINATION.

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

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

EXHIBIT END