



CONTRACT AMENDMENT #3

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Early Childhood 1575 Sherman Street, 1 st Floor Denver, CO 80203	Original Contract Number 22 IHIA 169537
Contractor The Resource Exchange, Inc. 6385 Corporate Drive, Suite 301 Colorado Springs, CO 80919	Amendment Contract Number 23 QAAA 176046
Current Contract Maximum Amount Initial Term State Fiscal Year 2022 \$374,952*	Contract Performance Beginning Date July 1, 2021
Extension Terms State Fiscal Year 2023 \$410,376*	Current Contract Expiration Date June 30, 2023
Total for All State Fiscal Years \$785,328	

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 The Resource Exchange, Inc.</p> <p>DocuSigned by: <i>Colleen Batchelor</i> 2D49C196E23A4FB By: Colleen Batchelor, Chief Executive Officer</p> <p>Date: <u>6/22/2022</u></p>	<p align="center">STATE OF COLORADO Jared Polis, Governor Colorado Department of Early Childhood</p> <p>Signed: DocuSigned by: <i>Lisa Castiglia</i> F11A91F07B44C8...</p> <p>Printed Name: <u>Lisa Castiglia</u></p> <p>Title: <u>CFO, Office of Early Childhood</u></p> <p>Date: <u>6/22/2022</u></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:
Toni Williamson
By: D2A31DEB619C416...
Andrea Eurich / Janet Miks / Toni Williamson

Amendment Effective Date: 6/22/2022

-- Signature and Cover Pages End --



1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2022, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

Early Childhood Mental Health Consultation (ECMHC) is a prevention-based approach that pairs an early childhood mental health consultant with adults who work with infants and young children in the different settings where they learn and grow. Through this Contract, ECMH consultants shall use reflective practice to equip caregivers with the skills needed to support children’s positive mental health and social and emotional development. This Amendment extends the contract expiration date, increases funds for SFY23 services, and amends Exhibits A, B, C and E.

5. MODIFICATIONS

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

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

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

B. **Increase the Contract Amount for SFY23 by \$410,376 and Increases the Maximum Amount for All State Fiscal Years from \$374,952 to \$785,328.**

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.



COLORADO
Department of Early Childhood

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 C – Additional Provisions

Exhibit C – Amendment #3, which is attached and incorporated by this Amendment, shall replace Exhibit C – Amendment #1 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)

**THE RESOURCE EXCHANGE
6385 CORPORATE DRIVE, SUITE 100
COLORADO SPRINGS, CO 80919**

JULY 1, 2022 – JUNE 30, 2023



Exhibit A – Amendment #3

INTRODUCTION/BACKGROUND

ECMH Consultations shall be provided to Early Care and Education (ECE) sites across El Paso, Teller, and Park Counties to support overall classroom environments and curriculum focused on social-emotional development and on specific children's needs who are presenting challenging behaviors within the classroom and are at-risk of expulsion/suspension. Additional ECMH consultation shall be provided in underserved areas of Colorado with primarily a virtual manner, depending on the needs of the community. TRE's ECMH program has continued to reach out and support ECE sites throughout the past year, including the challenging times during the recent pandemic. Support to be provided through virtual means in many cases, with return to limited site visits as appropriate. Consultations shall be provided in alignment with state requirements and directives.

SCOPE OF WORK

The Early Childhood Mental Health (ECMH) Consultation program represents a continuum of TRE's long history in early childhood development programs. The Program follows currently established guidelines and recommendations to provide child and family consultation to effectively understand and respond to a child's potential mental health, behavioral or social-emotional developmental challenge. Classroom and home daycare collaboration with families and staff in early childcare settings is provided to promote trusting relationships, predictable routines, and positive interactions to support the social-emotional development of several children in a setting. Additionally, working with administrators of early childcare settings and home daycares is targeted to create system enhancements to program functions to create a strong social and emotional setting for all children. Reflective practice promotes experience-based learning to support professional growth of the consultants. This allows consideration of cultural beliefs, attitudes and biases that may impact perspectives of others, and promotes relationship building and problem solving. This combination of skills and focus enables the ECMH Consultation program to strengthen families, prevent child expulsion from early care and learning sites, strong social-emotional development in children, and enhance the community's capacity to address mental health issues in young children.

An additional ECMH Consultant shall have a unique scope of work, which includes additional activities. No more than 20% of this consultant's direct service time shall be dedicated to the activities in the work plan below. The following consultation activities shall be delivered either virtually (e.g., live video visits/telehealth) or through deployment (e.g., physically traveling to the service area to provide in-person services for the client). This consultant shall deploy to service areas outside our immediate region if there is a direct request for in-person services, or if the client and/or consultant feel that the success of services is dependent on in-person delivery.

PERIOD OF PERFORMANCE

July 1, 2022 – June 30, 2023.

**Exhibit A – Amendment #3****WORK PLAN**

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Enhance the capacity of early care and education providers through consultation from Early Childhood Mental Health Specialists for management of behavioral challenges in young children and prevention of expulsion for those behaviors.				
Key Activity A: Provide ECMH consultations and supports in El Paso, Teller, and Park Counties in Early Childcare and Learning sites					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
A.1 Maintain 4.0 FTE ECMH Consultation positions to serve El Paso, Teller, and Park Counties plus .5 FTE oversight for the program	Ongoing	Provide 4 consultants for El Paso County and one .5 FTE positions for Teller and Park Counties, to provide consultation related to social-emotional needs of young children. Sessions may be child directed, classroom focus, or program focused.	Staff covering all geographic areas of El Paso, Teller, and Park Counties	ECMH Supervisor and Clinical Director	Personnel Services, Supplies and Operating
A.2 Maintain Reflective Supervision Relationship	Ongoing	Group sessions provided at least monthly by a certified RS professional.	Sessions occur monthly, with additional support if needed.	ECMH Supervisor, Reflective supervisor	Personnel Services, Supplies and Operating
A.3 Program quality review to ensure consultations are culturally sensitive and equitable.	Ongoing	Embed cultural sensitivity discussions and review for quality assurance that services are equitable and sensitive to diversity and inclusion.	Monthly meeting minutes	ECMH Supervisor, Clinical Director, ECMH Specialists	Personnel Services and Operating
A.4 Provide ongoing support specific to COVID challenges for families and Early Childcare and Learning sites	As indicated by the community	Monitor needs of childcare centers in relationship to the pandemic and impact on children and childcare providers	Provide additional trainings as needed with resources and questions provided with individual site support.	ECMH Supervisor	Personnel Services, Supplies and Operating



Exhibit A – Amendment #3

Key Activity B: Ensure ECMH Specialist is trained in the use of all necessary assessment tools and measures					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
B.1 Maintain all required trainings for ECMH Specialists as provided in Colorado—such as CHILD, DECA-C, DC: 0-5, etc. for 4.0 FTE; Hire and/or retain a Masters level ECMH Specialist who shall participate in the DC: 0-5 training when offered as well as other trainings when possible.	Ongoing	Training completed and certificate obtained by each ECMH Specialist.	Tool being used appropriately, and data reported.	ECMH Specialists and ECMH Supervisor	Personnel Services, Supplies and Operating, and Training
B.2 Ongoing and regular participation in Monthly CDHS ECMH TA Class	Ongoing	All ECMH Specialists participate monthly	Attendance List	ECMH Specialists and ECMH Supervisor	Personnel Services, Supplies and Operating, and Training
B.3 Continue support for obtaining Infant Mental Health Endorsements and initiate process (except for the .5 ECMH Specialist who provides trainings/workshops	Ongoing	Endorsement for all EMH Staff	Annual progress towards endorsements documented	ECMH Specialists and ECMH Supervisor	Personnel Services, Supplies and Operating, and Training
Key Activity C: Maintain a system for managing referrals to ECMH Specialists					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
C.1 Develop digital outreach and education tools for sites	Annually	Digital brochures with program description and available services	Referral numbers, community needs identification	Community Engagement Manager	Personnel Services, Supplies and Operating
C.2 Continue to support intake personnel along with early intervention referral process to ensure families and centers are referred to all appropriate resources and supports.	Monthly	Monitor referral needs, support, and other items requiring community collaboration	Spreadsheet of referrals per month	Intake coordinator/ ECMH Supervisor	Personnel Services, Supplies and Operating

**Exhibit A – Amendment #3**

C.3 Track referrals monthly	Monthly	Monitor referrals and site needs	Number of referrals; Assessment data demonstrating progress	Intake coordinator/ ECMH Supervisor	Personnel Services, Supplies and Operating
Key Activity D: Establish system for documenting data collection, reporting time and efforts for program evaluation					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
D.1 Complete monthly reports and invoices	Monthly (no later than the 15 th business day of the month)	Monthly financial and program reports	Reports and supporting documentation received by CDHS	ECMH Supervisor	Personnel Services, Supplies and Operating
D.2 Complete documentation in State ECMH database	As required	Data system complete and accurate	Documentation in State system is completed timely and matches time and effort reporting for reimbursement	ECMH Supervisor	Personnel Services, Supplies and Operating
D.3 Audit of state data system in accordance with state administrative duties	Annually	Annual report of any findings, errors, or inconsistencies	Documentation financial and	Clinical Director	Personnel Services, Supplies and Operating
D.4 Obtain and analyze evaluation data for program	Quarterly	Program evaluation reports, quarterly	Surveys demonstrating effectiveness and satisfaction of supports; Pre and post-test data demonstrating effectiveness of supports	ECMH Supervisor, Clinical Director, Community Engagement Manager	Personnel Services, Supplies and Operating
D.5 Attend required monthly and quarterly meetings	Monthly	Monthly and Quarterly attendance at Budget, Supervisor, and TA Calls	Attendance records and participation	ECMH Supervisor, Clinical Director, ECMH Specialists	Personnel Services, Supplies and Operating

**Exhibit A – Amendment #3**

Key Activity E: Establish strategies for addressing referral needs across El Paso, Teller, and Park Counties					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
E.1 Maintain staff in each county	Ongoing	Trusting relationships between ECMH staff and community partners and families	Number of referrals; Assessment data demonstrating progress	Clinical Director, ECMH Supervisor, ECMH Specialists	Personnel Services, Supplies and Operating, Mileage
E.2 Outreach and continued communication to Early Childcare and Learning sites	Ongoing	Print and digital education and outreach material, Emails, Social Media, Site visits or meetings with staff	Number of sites in communication with or up-to-date contact information	Community Engagement Manager	Personnel Services, Supplies and Operating, Mileage
E.3 Complete monthly ECMH report on intake referrals and process including expulsion information	Monthly	Report showing referrals and expulsions meet program benchmarks and milestones	Number of referrals, report data	ECMH Supervisor	Personnel Services, Supplies and Operating
E.4 Utilize existing peer groups (i.e. Pyramid Plus Coaches) and leadership teams (i.e. Early Intervention, El Paso County Pyramid Plus, and TRE Pyramid Plus) to enhance timeliness and appropriateness of response to consultation requests	Ongoing	Multi-level teaming to support ECMH Specialists in their work with Early Care and Learning Sites	Minutes of meetings reflect active involvement of groups addressing the needs of referrals made to the ECMH Specialists	Clinical Director, ECMH Supervisor	Personnel Services, Supplies and Operating, Training
Key Activity F: Implement Early Childhood Mental Health Activities					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
F.1 Provide ECMH consultation in El Paso, Teller, and Park Counties	Ongoing	Qualified ECMH Specialist begins consultation activities	State Data System reflects referral activities and community support activities	ECMH Specialists and ECMH Supervisor	Personnel Services, Mileage
F.2 Provide classroom-based consultation (at least 60% of effort)	Ongoing	ECMH Specialists provide classroom-based consultation	Financial and program reports reflect 60% of effort	ECMH Specialists and ECMH Supervisor	Personnel Services, Mileage

**Exhibit A – Amendment #3**

F.3 Provide community-based consultation (no more than 40% of effort)	Ongoing	ECMH Specialists provide community-based consultation	Financial and program reports reflect 40% of effort	ECMH Specialists and ECMH Supervisor	Personnel Services, Mileage
Key Activity G: ECMH consultant supporting equitable, statewide provision					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
G.1 Based on need and statewide capacity, up to 20% of ECMH Consultant 1.0 direct service time shall be delivered outside the immediate service area and delivered virtually (e.g., live video visits/telehealth) or through deployment (e.g., physically traveling to the service area to provide in-person services for the client).	Ongoing; June 30th, 2023	Consultation services delivered outside immediate service area	Salesforce; reports indicate up to and including 20% of direct service time outside immediate service area (e.g., 4.8 hrs/wk for 1.0 FTE or roughly 20 hours/month per FTE)	ECMH Specialists and ECMH Supervisor	Personnel Services, Mileage
G.2 5 th ECMH Consultant (1.0 FTE) shall prioritize outreach and direct services to address consultation needs of underserved populations.	Ongoing; June 30th, 2023	Consultation services delivered to underserved populations.	Salesforce	ECMH Specialists and ECMH Supervisor	Personnel Services, Mileage
G.3 5 th ECMH Consultant (1.0 FTE) shall administer developmental screenings, both within and outside the immediate service area, as needs arise.	Ongoing; June 30th, 2023	Developmental Screenings administered; Trainings on administration and interpretation of developmental screening tools provided to stakeholders on an as needed basis	Salesforce; Developmental Screening Tools	ECMH Specialists and ECMH Supervisor	Personnel Services, Mileage
G.4 5 th ECMH Consultant (1.0 FTE) shall attend regularly scheduled meetings for consultants with similar statewide reach to review requests, divide activities and be responsive to statewide need.	Ongoing; June 30th, 2023	Attend meetings	Attendance	ECMH Consultant, ECMH Supervisor, ECMH Program Manager	Personnel
G.5 5 th ECMH consultant work shall align with the other areas in the Scope of Work (see above) to include participation in reflective supervision, completion of assessments, training, and reporting.	Ongoing; June 30th, 2023	Multi-level teaming to support ECMH Specialists in their work with Early Care and Learning Sites; a ECMH Specialists provide community-based and classroom consultation, data entry, monthly meetings and reflective supervision opportunities	Salesforce	ECMH Specialists and ECMH Supervisor	Personnel Services, Mileage



Exhibit A – Amendment #3

SCHEDULE/MILESTONES

TRE shall provide ECMH Consultations to 60 individual children in 40 sites by June 30, 2023.

Childcare classrooms receiving consultation shall demonstrate 60% improvement in Pre- and Post- CHILD assessment data by June 30, 2023.

80% of children receiving ECMH consultations shall be maintained within the site – no suspensions or expulsions by June 30, 2023.

Children receiving consultation shall demonstrate a 60% improvement in Pre- and Post-DECA assessment data by June 30, 2023.

Meet at least quarterly with essential stakeholders to collaborate on ECMH referrals and community needs.

ACCEPTANCE CRITERIA

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



Colorado Department of Early Childhood BUDGET WITH JUSTIFICATION FORM

Contractor Name	The Resource Exchange
Budget Period	July 1, 2022 - June 30, 2023
Project Name	Early Childhood Mental Health including American Rescue Plan Act (ARPA)

Program Contact Name and Title	Megan Curtis, ECMH
Phone	719-321-3233
Email	mcurtis@tre.org
Fiscal Contact Name and Title	Lori Ganz, Director of
Phone	719-725-6321
Email	lganz@tre.org

Expenditure Categories						
Personnel Services - Salaried Employees						SFY 2023
Position Title	Description of Work and Fringe Benefits Include: Please enter description	Gross or Annual Salary	Fringe	Number of Months on Project	Total Percent of Time on Project	Total Amount Requested from CDEC
ECMH Specialist (#1) (salary)	Includes direct consultation services, reflective supervision, and CPD. Fringe is calculated at 28% and includes benefits, taxes, overhead, and PTO. 50% of time to ECMH	\$69,597	\$19,487	12	50%	\$44,542
ECMH Specialist (#2) (salary)	Includes direct consultation services, reflective supervision, and CPD. Fringe is calculated at 28% and includes benefits, taxes, overhead, and PTO. 100% of time to ECMH	\$63,666	\$17,826	12	100%	\$ 81,492
ECMH Specialist (#3) (hourly)	Hourly part-time for coverage specifically to Park county (.5 FTE). Includes direct consultation services, reflective supervision, and CPD. Fringe is calculated at 28% and includes benefits, taxes, overhead, and PTO.	\$38,461	\$10,769	12	100%	\$ 49,230
ECMH Specialist (#4)	Hourly part-time for coverage (.70 FTE). Includes direct consultation services, reflective supervision, and CPD. Fringe is calculated at 28% and includes benefits, taxes, overhead, and PTO.	\$65,575	\$18,361	12	75%	\$ 62,952
ECMH ARPA Specialist (#5)	Includes direct consultation services, reflective supervision, and CPD. Fringe is calculated at 28% and includes benefits, taxes, overhead, and PTO. 100% of time to ECMH, with 20% of that time devoted to underserved areas of Colorado.	\$56,831	\$15,913	12	100%	\$ 72,743

ECMH Reflective supervision	Reflective Supervision .10 FTE Fringe is calculated at 28% and includes benefits, taxes, overhead, and PTO. 5% of time to ECMH.	\$63,570	\$17,799	12	5%	\$ 4,068
ECMH Supervisor .5 FTE (salary)	80 hours per month (.5 FTE), includes supervision, billing invoices and data entry into Salesforce. Responsible for performance review and coaching of ECMH staff. Fringe is calculated at 28% and includes benefits, taxes, overhead, and PTO.	\$69,597	\$19,487	12	50%	\$ 44,542
Intake coordinator (hourly)	Intake for ECMH referrals \$22/hr. Fringe is calculated at 28% and includes benefits, taxes, overhead, and PTO. 10% of time to ECMH.	\$37,960	\$10,629	12	5%	\$ 2,429
Director oversight	Oversight of budget and agency wide processes	\$95,000	\$26,000	12	1.9832%	\$ 2,400
Total Personnel Services (including fringe benefits)						\$ 364,398
Contractors/Consultants (payments to third parties or entities)						SFY 2023
Name	Description of Item					Total Amount Requested from CDEC
N/A	No costs shall be reimbursed for this category					\$0
Total Contractors/Consultants						\$0
Travel						SFY 2023
Item	Description of Item					Total Amount Requested from CDEC
Mileage for 4.0 FTEs	Mileage is calculated for 4 FTEs (1 FTE with ARPA funding) who are providing direct consultation at .545/miles, averaging 175 miles/month/per urban consultant, with Park and Teller counties rural consultant at 300 miles/month. The regional consultant may drive significantly more due to the rural geography and distance across sites. Some consultations may continue virtually so this has been factored into the anticipated mileage.					\$ 5,396
Total Travel						\$ 5,396

Supplies & Operating Expenses		SFY 2023
Item	Description of Item	Total Amount Requested from CDEC
Phone services	Data plan for 5 phone for consultants (4 FTEs) - \$20/month/phone (T-mobile service). Ensures communication and availability of	\$ 1,200
Liability Insurance	All direct program staff are required to have liability insurance. Average cost for 12 months coverage is \$165 (x 5 staff)	\$ 825
Total Supplies & Operating Expenses		\$ 2,025
Training and Technical Assistance		SFY 2023
Item	Description of Item	Total Amount Requested from CDEC
Professional Development	\$250 per FTE for ongoing professional development needs of 5 FTEs.	\$1,250
Total Training and Technical Assistance		\$ 1,250
TOTAL DIRECT COSTS		\$ 373,069
MODIFIED TOTAL DIRECT COSTS (MTDC)		\$ 373,069
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		SFY 2023
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]		
Item	Description of Item	Total Amount Requested from CDEC
Indirect rate:	10% de minimus rate of Modified Total Direct Costs	\$ 37,307
Total Indirect		\$ 37,307
TOTAL AMOUNT REQUESTED FROM CDEC		\$ 410,376

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



ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

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

End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to



Exhibit C – Amendment #3

CDHS_OEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

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

5. PARTICIPATION

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

6. SUPPLANTING

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

7. BUDGET CHANGES

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

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

8. TRAVEL

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



Exhibit C – Amendment #3

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

9. SUBRECIPIENT

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

10. CRITICAL INCIDENT REPORTING

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

11. MANDATED REPORTING

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

12. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

- A. The funds under this GAE shall be utilized for the Early Childhood Mental Health (ECMH) Program to support the following consultation and ancillary activities:

General Office supplies; Learning Environment Supplies; Technology Requirement(s) including the facilitation of remote observations and remote service delivery; Event Space; Costs associated with Training events both virtual and in-person; Personal Protective Equipment



(PPE); Consultant Professional Development, including Endorsement/Membership Fees, Licensing/Credentialing fees, Conference Costs, Certificates/Coursework, and Reflective Supervision; Training Material and Assessment/Evaluation Costs; Travel Costs for Professional Development, both given and received; Costs associated with caregiver time to engage in consultation; Marketing and Awareness; Translation and Interpretation; Telehealth; Consultative Workforce Recruitment and Retention Strategies, including but not limited to One-Time Bonuses; Curricula and Materials that Support Children’s Social-Emotional Development, including but not limited to supporting the transition to kindergarten, loss and grief, etc.; and for targeted, intentional secondary trauma supports for early childhood directors and providers.

i. Please refer to Page 1 for the amount available under the GAE for the current fiscal year.

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

C. Invoices shall be submitted separately for pre-approved expenditures.

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

13. GIFT CARDS

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

- A. The contractor agency must have a written Gift Card Distribution Policy in place and this plan must be approved by the Department of Early Childhood before gift cards may be purchased. The policy must include maintaining an audit log of gift card purchases and disbursements and a process for routine reconciliations.
- B. The contractor agency’s gift card policy must ensure that gift cards cannot be redeemed for cash and must restrict the recipient from using gift cards for alcohol, firearms, tobacco, lottery tickets, or entertainment.
- C. Gift Cards must be distributed to recipients within five (5) business days of purchase.
- D. Gift Cards should be given at the conclusion of an event or upon completion of an activity or milestone.
- E. Contractor agency staff shall have recipients sign a form that includes the following: Date, Name of Gift Card Recipient, Purpose of Gift Card, Signature of Gift Card recipient acknowledging receipt of Gift Card and Gift Card Amount.
- F. The contractor cannot request reimbursement for the cost of gift cards until distribution of the gift cards has been made to recipients. Additionally, the contractor must maintain adequate documentation to show a record of all gift card distributions.
- G. The contractor shall be held responsible for inappropriate use of gift cards.



EXHIBIT 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: **The Resource Exchange, Inc..**
- ii. Subrecipient Unique Entity Identifier (UEI) number: **KAZ1ASRRWNP7;**
- iii. The Federal Award Identification Number (FAIN) is **CRRSA - 2101COCCC5; CCDF - 2101COCCDF - Discretionary; ARPA Stabilization - 2101COCS6;**
- iv. The Federal award date is **CRRSA - February 1, 2021; CCDF - April 6, 2021; ARPA - April 14, 2021**
- v. The subaward period of performance start date is **CRRSA - 12/27/2020; CCDF - 10/01/2020; ARPA - 10/01/2020;** and end date is **CRRSA - 9/30/2023; CCDF - 9/30/2023; ARPA - 9/30/2023.**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
FY23	CCDF - \$210,438 CRRSA – \$117,941 ARPA- \$81,997	CCDF - \$210,438 CRRSA – \$117,941 ARPA- \$81,997 *An appropriation for Early Childhood Mental Health Consultation Coronavirus Response and Relief Supplemental Act (CRRSA) General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$285,000 (CCDF - \$125,000; CRRSA - \$60,000; ARPA - \$100,000). The GAE is subject to appropriated funds, which is split among other Early Childhood Mental Health (ECMH) vendors.	CCDF - \$210,438 CRRSA – \$117,941 ARPA- \$81,997

- vii. Federal award project description: **Coronavirus Response and Relief Supplemental Act (CRRSA); Child Care and Development Block Grant Act of 1990, as amended;**
 - viii. The name of the Federal awarding agency is **Department of Health and Human Services Administration for Children and Families**; the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Kendra Dunn; Division Director; Division of Community and Family Support; kendra.dunn@state.co.us**
 - ix. The Catalog of Federal Domestic Assistance (CFDA) number is **CRRSA - 93.575; CCDF - 93.575; ARPA - 93.575**, name is **Child Care and Development Block Grant**, and dollar amount is **CRRSA - \$119,294,226; CCDF - \$10,168,678; ARPA - \$286,156,175;**
 - x. This award is **not** for research & development;
 - xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDEC cost allocation plan.
- 2) All requirements imposed by CDEC on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **the General Provisions, Exhibit A – Statement of Work, and Exhibit C – Additional Provisions.**
 - 3) Any additional requirements that CDEC imposes on Subrecipient in order for CDEC to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **the General Provisions, Exhibit A – Statement of Work, and Exhibit C – Additional Provisions.**
 - 4) Subrecipient’s approved indirect cost rate is **the de minimis rate of 10 %.**
 - 5) Subrecipient must permit CDEC and auditors to have access to Subrecipient’s records and financial statements as necessary for CDEC to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
 - 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **the General Provisions, Exhibit A – Statement of Work, and Exhibit C – 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 **insert reference to exhibit that contains match information.** 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.
- 1.1.1.1.1. 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 by 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, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.20. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.21. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
- 1.1.21.1. Salary and bonus;
 - 1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.1.21.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.22. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

- 1.1.24. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

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

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

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

4. TOTAL COMPENSATION.

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

5. REPORTING.

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

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

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

7. SUBRECIPIENT REPORTING REQUIREMENTS.

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

8. PROCUREMENT STANDARDS.

- 8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

- 8.2. If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 8.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. ACCESS TO RECORDS.

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

10. SINGLE AUDIT REQUIREMENTS.

- 10.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
 - 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
 - 10.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
 - 10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

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

- 11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of “funding agreement”/ “funding Contract” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,”/”funding Contract”, the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

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

13. EXEMPTIONS.

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

14. EVENT OF DEFAULT AND TERMINATION.

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
 - 14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END