

INTERGOVERNMENTAL CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Office of Early Childhood 1575 Sherman Street, 1 st Floor Denver, CO 80203	Original Contract Number 16 IHIA 77591
Contractor The City & County of Denver 200 West 14 th Avenue Denver, CO 80202	Amendment Contract Number 18 IHIA 97647
Current Contract Maximum Amount Initial Term State Fiscal Year 2016 \$566,362 Extension Terms State Fiscal Year 2017 \$640,641 State Fiscal Year 2018 \$640,642 Total for All State Fiscal Years \$1,847,645	Contract Performance Beginning Date September 1, 2015 Current Contract Expiration Date June 30, 2018

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 style="text-align: center;">CONTRACTOR The City & County of Denver</p> <p>See Pages 2 and 3 for County Signatures By: Beth Machann, Chief Financial Officer</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Reggie Bicha Executive Director</p> <p style="text-align: center;">By: Mary Anne Snyder, Director, Office of Early Childhood</p> <p style="text-align: center;">Date: _____</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

By: _____
Clint Woodruff / Valri Gimple

Amendment Effective Date: _____

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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, 2017**, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

In accordance with the provisions of this contract and its exhibits and attachments, the Contractor shall: provide the following functions: Original licensure, renewals, complaints, and Stage II investigations for Family Child Care Homes, School-Age Programs, Child Care Centers located in Denver County. By this Amendment, the parties desire to extend the contract through June 30, 2018 adding \$640,642 for FY18, amend Exhibits A, B, C, D, E, J, and remove Exhibit M.

5. MODIFICATIONS

The Contract and all prior amendments thereto, (Interim Purchase Order PO IHIA 2016-4001; Original Contract CMS # 16 IHIA 77591; Holdover Notice CMS # 17 IHIA 91356; Amendment #1 CMS # 17 IHIA 88927), are modified as follows:

A. 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. The Contract Price Not to Exceed and Maximum Amount Available Per Fiscal Year table on page 1 of the Original Contract 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 #2, which is attached and incorporated into the Amendment hereby replaces Exhibit A of the original contract.

D. Exhibit B – Assigning Risk Factors

Exhibit B – Amendment #2, which is attached and incorporated into this Amendment hereby replaces Exhibit B of the original contract.

E. Exhibit C – Complaint Risk Factor

Exhibit C – Amendment #2, which is attached and incorporated into the Amendment hereby replaces Exhibit C of the original contract.

F. Exhibit D – Stage II Investigation Response Time Guidelines

Exhibit D – Amendment #2, which is attached and incorporated into the Amendment hereby replaces Exhibit D of the original contract.

G. Exhibit E – Contract Request for Reimbursement

Exhibit E – Amendment #2, which is attached and incorporated into the Amendment hereby replaces Exhibit E of the original contract.

H. Exhibit J – Option Letter Provision

Exhibit J – Amendment #2, which is attached and incorporated into the Amendment hereby replaces Exhibit J of the original contract and is renamed to “Option Letter Provisions and Miscellaneous Provisions”.

I. Exhibit M – Budget

Exhibit M is hereby removed from the original contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

STATEMENT OF WORK (SOW)

**CITY AND COUNTY OF DENVER
DBA DENVER DEPARTMENT OF ENVIRONMENTAL HEALTH
200 W. 14TH AVENUE
DENVER, CO 80202**

JULY 1, 2017-JUNE 30, 2018

REQUIREMENTS / STATEMENT OF WORK

The Contractor will: Perform the following functions regarding the original licensure, renewals, complaints and Stage II investigations for Family Child Care Homes, School-Age Programs, Child Care Centers and Children’s Resident Camps located in Denver County.

A. Statement of Work

1. The Contractor will perform the following functions regarding the original licensure of facilities located in Denver County:
 - a. Dissemination of information regarding the licensing process, the rules governing facilities and the legal requirement to be licensed.
 - b. Compilation of all documentation or licensure required by the State (Colorado Department of Human Services);
 - c. Prescheduled inspection of the entire premises of prospective facilities within 60 days of applicant’s application being received in the State office.
 - d. Investigation of the applicant and all residents and employees of the applicant’s facility including any investigation required by the State to determine the suitability of the applicant and the facility for licensure.
 - e. Completion of a typed report of inspection in a manner prescribed by the State within 3 days of completing the inspection. The report of inspection must indicate the licensing recommendation for those licenses that are approved, information about the license type, capacity, age of children for whom the facility is to be licensed, and any restrictions or exhibits that apply to the license. Submit report of inspection and the applicant’s response within 2 weeks of receiving a response from the applicant.
 - f. Completion and submission of all relevant investigations and other required reports by the State and in a manner prescribed by the State within two weeks of completing the inspection and investigation and receiving a response from the applicant, as required. Examples of possible types of requirements are background investigations, zoning, health inspection, and fire inspection.
2. The Contractor will perform the following functions related to the investigation of allegations of illegally operating, unlicensed facilities located in Denver County:
 - a. Investigation of each and every complaint alleging or involving the operation of illegally operating unlicensed facilities. Such investigation will include an unannounced visit to the facility, interviews necessary to determine whether the operation is such that a license is required under the Child Care Licensing Act, Colorado Code of Regulations, and the service of a cease and desist order to those facilities found in violation of the law along with the following information: an order form to obtain an application package available from the Colorado State Forms and Publication Center, 4200 Garfield Street, Denver,

EXHIBIT A – AMENDMENT #2

Colorado 80216-6517, and where the application and rules and regulations can be accessed at www.coloradoofficeofearlychildhood.com.

- b. Investigation into each and every facility issued a cease and desist order to insure compliance which may include other unannounced visits to the facility, interviews and surveillance if an application is not received within forty-five days of issuance of the order as required by the State.
 - c. Completion and timely submission of all reports and referrals required by the State and in a manner prescribed by the State.
 3. The Contractor will perform the following functions regarding the renewal licensure of facilities located in Denver County:
 - a. Dissemination of information regarding the renewal licensing process including the rules governing facilities and the legal requirement to be licensed.
 - b. Compilation of all documentation for renewal licensure required by the State.
 - c. Initiation of the renewal process by an unannounced inspection of the entire facility premises including review of all records required to be maintained by the facility.
 - d. Investigation of the applicant and all residents and employees of the applicant's facility including any investigation required by the State to determine the suitability of the applicant and the facility for licensure.
 - e. Completion and timely submission of all other reports and referrals required by the State and in a manner prescribed by the State within two weeks of completing the inspection and investigation and receiving a response from the applicant, as required. Examples of possible types of requirements are zoning, health inspection, and fire inspection. Report of Inspection, Stage II reports, Complaint reports, Critical Incidents, Provider responses, other reports required by rule for the facility type.
 4. The Contractor will perform those functions regarding the continuation of permanent licensure of facilities located in Denver County:
 - a. Unannounced visitation of facilities on a permanent license to perform a review of the facility's operation to monitor compliance with applicable laws, rules and regulations at least once every twelve months or according to the time frame associated with the facility's Department assigned risk factor or by current Division's Standard Operating Procedures or policy.
 - b. Completion of a typed report of inspection in a manner prescribed by the State at the time of inspection. If unable to complete the report at the time of inspection the report will be provided to the licensee within 3 days of completing the inspection. Submit report of inspection and the provider's response within 2 weeks of receiving a response from the provider.
 - c. Completion and timely submission of all reports and referrals required by the State and in manner prescribed by the State within two weeks of completing

EXHIBIT A – AMENDMENT #2

the inspection and investigation and receiving a response from the provider, as required. Examples of possible types of requirements are background investigations, health inspections, and fire inspections. Report of Inspection, Stage II reports, Complaint reports, Critical Incidents, Provider responses, other reports required by rule for the facility type.

5. The Contractor will perform the following functions related to the supervision of licensed facilities located in Denver County:
 - a. Unannounced visitation of facilities on probationary licenses at least every 30 days as required by the State or as required by the probationary license; and
 - b. Completion of a typed report of inspection in a manner prescribed by the State at the time of inspection. If unable to complete the report at the time of inspection the report will be provided to the licensee within 3 days of completing the inspection. Submit report of inspection and the provider's response within 2 weeks of receiving a response from the provider.
 - c. Completion and timely submission of all reports and referrals required by the State and in manner prescribed by the State within two weeks of completing the inspection and investigation and receiving a response from the provider, as required. Examples of possible types of requirements are background investigations, health inspections, fire inspections, report of inspection, stage II reports, complaint reports, critical incidents, provider responses, other reports required by rule for the facility type.
6. The Contractor will perform the following functions related to the investigation of complaints in licensed facilities located in Denver County:
 - a. Investigation of each and every complaint alleging or involving licensing violations regarding any licensed facility for which the Contractor is responsible for inspecting under the terms of this Contract in accordance with the time frames outlined in Exhibit C or Division's current Standard Operating Procedure or policy. Such investigations will include an unannounced visit to the facility and conducting sufficient interviews necessary to determine if a violation has occurred. Any visit to the facility to investigate a complaint will be unannounced and conducted as a supervisory visit as set forth in paragraph 3 of this section. The supervisory visit will be conducted as a general walk through of the facility and completion of the key core standards.
 - b. Identifying information related to those persons making complaints regarding licensed facilities will be kept confidential according to C.R.S., 26-6-107.5.
 - c. Completion of a typed complaint report of inspection in a manner prescribed by the State at the time of inspection. If unable to complete the report at time of inspection the report will be provided to the licensee within 3 days of completing the inspection. Submit report of inspection and the provider's response within 2 weeks of receiving a response from the provider.
 - d. Completion and timely submission of all reports and referrals required by the State and in manner prescribed by the State within two weeks of completing

EXHIBIT A – AMENDMENT #2

the inspection and investigation and receiving a response from the provider, as required.

7. The Contractor will perform the following functions related to Stage II investigations (a child care licensing investigation following a child abuse investigation) concerning licensed facilities located in Denver County:
 - a. Review of each and every child abuse/neglect investigation involving any licensed facility for which the Contractor is responsible for inspecting under the terms of this Contract.
 - b. A Stage II investigation is necessary to conclude if licensing violations have occurred.
 - c. Completion of the Stage II investigation in accordance with the time frames outlined in Exhibit D or by current Division's Standard Operating Procedure or policy.
 - d. Completion of a typed Stage II investigation report of inspection at time of inspection. If unable to complete the report of inspection the report will be provided to the licensee within 3 days of completing the inspection. Submit report of inspection and the provider's response within 2 weeks of receiving a response from the provider.
 - e. Completion and timely submission of the entire Stage II packet required by the State and in manner prescribed by the State within two weeks of completing the inspection and investigation and receiving a response from the provider, as required.
8. The Contractor will perform the following functions regarding the submission of negative licensing recommendations for facilities located in Denver County:
 - a. Compilation of all necessary documentation for a recommendation for negative licensing.
 - b. Initiation of the negative licensing process by completing and submitting in a timely manner a negative licensing recommendation as required by the State and in a manner prescribed by the State.
 - c. Unannounced visitation to facilities for which a negative licensing recommendation has been made for suspension, revocation, fines or probation at least every 30 days or in a manner prescribed by the State.
 - d. Completion and submission of a typed investigation report and the report of inspection, in a manner prescribed by the State, to the licensing supervisor assigned responsibility for the case immediately following the negative licensing monitoring visit.
9. The Contractor will submit copies of all original reports, records and documentation regarding facilities to the State in a timely manner and in a method as prescribed by the Division's Standard Operating Procedure. The Contractor will maintain a record of all original documents and make these documents available to the State upon request.

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10. The Contractor will use only those forms required and approved for current use by the State in carrying out the functions set forth in this contract including, but not limited to, the Report of Inspection, the Key Core Indicator Inspection Report, Staff and Children's records forms, Report of Inspection Response form, Verification of Compliance form.
11. The Contractor will provide the licensees a copy of any reports prepared by the contractor or its employees as a result of any inspection or investigation done under the terms of this Contract. The Contractor further will inform licensees of their right to request a waiver of any rule which creates an undue hardship on the licensee or which s/he believes has been too stringently applied by the Contractor or the State as provided in 12 CCR 2509-8, at 7.701.13. The Contractor further will provide the licensees a copy of the current State Waiver/Appeal form and to instruct the licensees how to submit the waiver request directly to the State.
12. The Contractor will perform its obligations hereunder in conformity with the Child Care Licensing Act, other relevant state laws and all regulations promulgated pursuant thereto; including, without limitation, the Colorado Human Services Code, Sections 26-1-101, et seq., C.R.S., as all the foregoing are in effect as of the date of execution of this Contract, and as they may later be amended.
13. The Contractor will complete 100% of all unannounced inspections of facilities on a permanent or probationary license to perform a review of the facility's operation to monitor compliance with applicable laws, rules and regulations on time according to the time frame associated with the facility's Department assigned risk factor. For any inspection not completed on time a report must be submitted explaining the reason for the inspection not being completed in a timely manner. If a minimum completion rate of 96% is not met or there is not a Department-approved justifiable reason, as outline in Exhibit M, for not completing the inspection the Contractor must submit a written action plan outlining how the required inspections will be performed on time.
14. The Contractor will complete all severity one complaints received by the Department within 48 hours respective of the facilities normal operating hours.
15. The Contractor will complete 100% of all severity two, three, four and five complaints received by the Department within the prescribed timelines in accordance with the Division's current Standard Operating Procedures. For any complaint investigations not completed on time a report must be submitted explaining the reason for the inspection not completed on time. If a minimum completion rate of 95% is not met or there is not a Department approved justifiable reason for not completing the investigation the Contractor must submit a written action plan outlining how the required investigations will be performed on time.
16. The Contractor will ensure that all caseload carrying licensing staff completes annual inter-regulatory reliability inspections to a minimum reliability score of 80%.
17. The Contractor will evaluate applications for Colorado Shines level 2 within two weeks of receiving notification that application is ready for approval.
18. The contractor will complete onsite verification of Colorado Shines level 2 quality indicators during inspections of facilities with a level 2 rating.

EXHIBIT A – AMENDMENT #2

19. The Contractor will ensure that licensees and persons interested in licensure have appropriate and timely access to services. The Contractor will facilitate the application process for interested parties and respond within 48 hours to all inquiries regarding licensure.
20. The Contractor will process paperwork in a timely and accurate manner in accordance with the Division's current Standard Operating Procedures to promote timely service to providers and parents. The Contractor will submit signed reports and ensure adequate documentation.
21. The Contractor will cooperate with the Division's Program Compliance Unit. The Contractor will provide all requested documentation to the Division's Program Compliance Unit within one week of receiving the request.
22. The Contractor agrees to submit a report to the State bi-annually in January and June outlining information for a contract cost analysis as outlined in Exhibit G
23. The Contractor must employ a minimum of 7.5 full time equivalent licensing representatives with no less than 6 full time equivalent caseload carrying licensing specialists to fulfill the requirements of this contract. The Contractor must submit on the bi-annual information for cost analysis report (Exhibit G) the percentage of time each employee spends completing this contract work. Employee and contract supervisor(s) must complete and submit a time certification form as outlined in exhibit L on a monthly basis. This certifies that they have spent the correct percentage of time as specified in exhibit G working exclusively on this contract program area.
24. The Contractor agrees that all new licensing specialists employed by the Contract will meet at least the same minimum educational and experience requirements as required by the State defined in Exhibit F.
25. The Contractor agrees to maintain caseload distribution as prescribed by the State. The Contractor agrees to inform the State of any changes to personnel to ensure proper caseload distribution.
26. The Contractor agrees that any employee acting under the terms of the Contract may be contacted directly by State personnel for the purposes of conducting State business. The State Contract Liaison will be the primary person responsible for communication.
27. The State agrees that all personnel issues reported to State personnel regarding Contract employees will be referred to the Contract supervisor/administrator.
28. Requests for information between the State and the Contractor will be responded to within 48 hours when permissible. Identified urgent requests will be responded to as soon as possible but no more than 24 hours. If requests are not responded to within appropriate time frames the person seeking the information will follow up and escalate the request to ensure a response is made.
29. The Contractor agrees that any employee acting under the terms of this Contract or his/her supervisor will be available to testify in any legal proceeding brought for the purposes of enforcing the Child Care Licensing Act.

EXHIBIT A – AMENDMENT #2

30. The Contractor agrees that all employees of the Contractor acting under the terms of this Contract will attend any required training sessions offered by the State and that the information provided at those sessions will be incorporated into the procedures used to carry out the terms of this Contract.
31. The Contractor agrees that all employees of the Contractor acting under the terms of this Contract will attend any required meetings offered by the State including but not limited to, monthly liaison meetings, monthly Division meetings and Office of Early Childhood meetings and any new protocols introduced in these meeting will be adhered to.
32. The Contractor agrees to maintain a complete file of all records, documents, communications and other materials, which pertain to this agreement for a period of three (3) years from the date a final payment is made under this agreement, unless the department requests the records be maintained for a longer period.
33. The Contractor will permit Department and Federal agency monitoring and auditing of records and activities, which are or have been undertaken pursuant to this agreement.
34. Except as otherwise provided, the duties and obligation of the contractor will not be assigned, delegated, or sub contracted except with the express prior written consent of the Department. All subcontractors will be subject to the requirements of this agreement.
35. Except as otherwise stated, this agreement will inure to the benefit of and be binding only upon the parties hereto and their respective successor and assigns. No third party beneficiary rights or benefits of any kind are expressly or impliedly provided herein.

Any failure of either party to perform in accordance with the terms of this agreement shall constitute a breach of the agreement. Any dispute concerning the performance of this agreement shall first be resolved at the Divisional level. Failing resolution at that level, disputes shall be presented to the Executive Directors of each Department for resolution. Failing resolution by the Executive Directors, the dispute shall be submitted in writing by both parties to the State Controller, whose decision on the dispute shall be final.

EXHIBIT B – AMENDMENT #2



COLORADO
Office of Early Childhood
Division of Early Care & Learning

DIVISION OF EARLY CARE AND LEARNING
STANDARD OPERATING PROCEDURE

No. R-2

SUBJECT: Assigning Risk Factors
Effective Date: September 2002

Revision Date: January 6, 2006
Revision Date: August 7, 2007
Revision date: May 3, 2011
Revision Date: January 22, 2013
Revision Date: October 28, 2014

Issued by: MaryAnne Snyder
Office Director

APPROVED BY: _____

MaryAnne Snyder, Director

DATE

Risk factors must be assigned and visits scheduled to child care facilities using established automatic time frames. The Licensing Specialist should schedule frequency of visits to a facility using the below-mentioned criteria and timeframes. Caseloads should be reviewed and visit codes adjusted to ensure that visits occur during the months a facility/ program will be in operation, i.e. pre-school, camps, summer programs. (See R-1 Risk Factor SOP for additional guidance). All inspections must be complete during the month prior to the date of the previous inspection.

ONE MONTH- A: (Monthly, not to exceed every 30 days)

- Probation with signed stipulations
- Founded County Stage I Investigation
- Recommendation of adverse actions

SIX MONTHS- B:

- Provisional license.
- A facility that requires intense technical assistance.
- Facility issued a permanent license after completion of a Probationary license.
- Newly licensed facility with multiple serious health and safety violations at original inspection.

EXHIBIT B – AMENDMENT #2



ONE YEAR (12 MONTHS) - C:

- Facility that had multiple violations at last licensing visit including serious health and safety violations such as hazardous materials accessible to children.
- Facility operates less than 90 days per calendar year.
- Drop-in child care center.
- Any facility at a quality level 1 or 2.
- Facility licensed less than 3 years.

ONE AND ONE-HALF YEARS (18 MONTHS) - D:

- Facility that has been continuously licensed more than 3 years and has had no serious violations.
- A facility licensed more than 3 years with a minimal number of complaints, stage II's, critical incidents or founded injury investigations.
- A facility that has a current, Department approved accreditation and has obtained a rating of 3 or higher.

ALL OTHER RISK CODES:

TWO YEAR (24 MONTHS) – E

TWO AND ONE- HALF YEARS, (30 MONTHS) - F:

THREE YEARS, (36 MONTHS) - G:

THREE AND ONE-HALF YEARS, (42 MONTHS)-H:

FOUR YEARS, (48 MONTHS) - I:

- Any risk code assigned above the 18 month level must only be used only in extreme situations and must be previously approved by members of the Division Management Team. The specific reasons for the higher risk code must be clearly documented on variable visit code change form and scanned into the facility record. The form must be complete with **Supervisor approval & Administrative notification**. Reasons for the higher risk codes may include:
 - a. Guest Facilities, ski resorts, children's resident camps with unique operating schedules.
 - b. Emergency circumstances that warrant change; including but not limited to: critical reduction in CDHS resources or licensing staff, pandemic or other community health outbreak.
- If **Founded** stage 1 or **Founded** complaint investigations occur, the visit code will be returned to **prior** visit code at minimum.

EXHIBIT C – AMENDMENT #2



COLORADO
Office of Early Childhood
Division of Early Care & Learning

**DIVISION OF EARLY CARE AND LEARNING
STANDARD OPERATING PROCEDURE**

No. C-5

SUBJECT: Complaint Investigation Risk Factor Guidelines for Child Care Facilities

Effective Date: September 1998

Revision Date: January 9, 2007

Revision Date: June 18, 2008

Revision Date: June 1, 2015

Revision Date: June 1, 2016

Issued by: Erin Mewhinney
Division Director

APPROVED BY: _____ DATE _____
MaryAnne Snyder, Director

This SOP has been developed to provide guidelines for determining the severity level in response to complaints. If you have uncertainty about how to assign the severity level or the guidelines do not adequately address the complaint description, consult your licensing supervisor. ***Business hours means the business hours of the facility.*** The guidelines and examples for assigning complaint severity are as follows:

Level	Category	Timeframe to Investigate	Description
0	CHILD ABUSE IMMINENT DANGER TO CHILDREN	<u>Report to police or Child Protection immediately</u>	All child abuse and neglect allegations, including, but not limited to, sexual abuse, children completely unsupervised (indoors or outdoors), physical abuse, hospitalization or death of a child. These allegations are not investigated by licensing staff.
1	VERY SERIOUS AN INDIVIDUAL CHILD OR OTHER CHILDREN MAY BE IN DANGER	On site investigation within 48 hours (business hours of the facility; if the complaint is received on Friday afternoon and the facility is open on the weekend, the investigation must be done by Sunday.) If county accepts the complaint as an	<ol style="list-style-type: none"> Gross violation of ratios in infant and toddler rooms (e.g. double the number of children for what the ratio should be; 1:10 or more toddlers OR 1:6 or more infants). Double the number of children for which the family child care home is licensed (e.g. 8 or more in an infant toddler home, 16 or more in a regular family child care home, 24 or more in a large family child care home or 14 or more in an ECCP). Children abandoned or left at a location away from the child care facility or left unsupervised in a vehicle without adult supervision or wandering away from the physical premises of the facility onto city or other private property; lost child for

EXHIBIT C – AMENDMENT #2



COLORADO
Office of Early Childhood
Division of Early Care & Learning

		investigation, the complaint severity is changed to a level 0.	<p>which local police or protective services are notified.</p> <ol style="list-style-type: none"> 4. Domestic Violence occurring while children are in care, failure to report child abuse due to internal investigation by facility and/or staff. 5. Provider under the influence of alcohol or drugs and ability impaired while children are in care. 6. Swimming/water accident/near drowning 7. Unlocked weapons accessible to children. 8. Severe injury to child while at the facility.
2	Serious	0-7 Business days	<ol style="list-style-type: none"> 1. Gross violation of ratios in child care centers (e.g. double the number of children for what the ratio should be 1:20 or more preschoolers, 1:30 school agers; any other ratio violation for infants and toddlers. 2. Family Child Care Home: Double the number of infants allowed by license type (e.g. 4 under 2 in a regular or large family child care home. 3. Failing to obtain emergency medical care for a child 4. Caring for infants or toddlers in a child care center without a license for such care. 5. When requested by the health department possible outbreak of communicable disease. 6. Medication, drugs or alcohol accessible to children. 7. Fatality/near fatality in an unlicensed facility
3	Moderate	0-17 Business days	<ol style="list-style-type: none"> 1. Ratio violations/inadequate number of staff 2. Unqualified staff or unqualified and/or under age family member caring for children 3. Lack of supervision 4. Inappropriate discipline, including rough handling or yelling at children 5. Unsafe equipment or furnishings 6. Building safety hazards 7. Unsafe transportation, too many children in a vehicle, no car seat/restraints 8. Over enrollment/capacity 9. Unlicensed care with other allegations that would indicate a potential threat to the safety of children 10. Inadequate resilient material 11. Violation of statute concerning ski area 12. Infant or toddler diaper/soiled clothing not appropriately changed

EXHIBIT C – AMENDMENT #2



COLORADO
Office of Early Childhood
Division of Early Care & Learning

4	Mild	0-25 Business days	<ol style="list-style-type: none"> 1. Children not getting enough or adequate food 2. Inappropriate or inadequate rest time 3. Inadequate equipment or furnishings 4. Crying children not attended to 5. Parents not notified of injury to child 6. Unlicensed care (no serious safety allegations, injury or fatality) 7. Inadequate policies or procedures or not providing policies to parents. 8. Complaint about circumstances that occurred more than 4 months previous
5	Very Mild	60 days or phone call with Supervisor approval	<ol style="list-style-type: none"> 1. Civil rights issues involving children (religion, ADA, discrimination) 2. Poor business practices, inadequate finances to operate a child care facility (e.g. no money for food, staff checks bouncing)

EXHIBIT D – AMENDMENT #2



DIVISION OF EARLY CARE AND LEARNING STANDARD OPERATING PROCEDURE		No. <u>S-2</u>
SUBJECT: Stage II Investigation Response Time Guidelines		
Effective Date: July 2000		
Revision Date: January 6, 2006		
Revision Date: July 10, 2008		
Revision Date: January 27, 2015		
Revision Date: June 1, 2016		
Issued by: Erin Mewhinney Division Director		

APPROVED BY: _____	_____
MaryAnne Snyder, DIRECTOR	DATE

Licensing Specialists are required to follow the response time guidelines listed below for all Stage II investigations:

- Stage I substantiated (founded) by County Child Protection:
 - ✓ Investigation not to exceed 10 business days from date received in Workload on Trails-the due date is pre-populated in the Stage II Investigation report on Trails.

- Stage I unsubstantiated (inconclusive or unfounded) by County Child Protection:
 - ✓ Investigation not to exceed 15 business days from date received in Workload on Trails-the due date is pre-populated in the Stage II Investigation report on Trails.

A rapid response time may be necessary for alleged licensing violations that are very serious. Check with your licensing supervisor if you need guidance determining response times.

Upon receipt of any Stage I investigation the Licensing Specialist needs to **immediately** review the entire report to determine proper response time and licensing issues. Remember the purpose of the Stage II investigation is to determine the administrative culpability if a facility where an alleged incident of abuse has occurred. The Licensing Specialist also needs to determine if problems identified through the investigation can be administratively addressed and/or adverse actions should occur.

EXHIBIT D – AMENDMENT #2



If allegations are substantiated by the County or local law enforcement and or serious licensing violations are found, the Licensing Specialist needs to determine if adverse licensing actions are necessary. The Licensing Specialist should coordinate with his/her supervisor as to the proper actions necessary.

**Division of Early Care and Learning
Contractor Request for Reimbursement**

<hr/> Contractor Name	<hr/> Contract Number	<hr/> Project Title / Description
<hr/> Authorized Official (Print Name)	<hr/> Completed by	<hr/> Phone number
<hr/> Address	<hr/> State	<hr/> Zip
<hr/> Report Expenditure Period (Start and end date)		

<hr/> Contract Amount	<hr/> Contract Amount Remaining
-----------------------	---------------------------------

<u>Budget Categories:</u>	<u>Budget</u>	<u>Expenditures requested for Reporting Period</u>	<u>Cumulative Expenditures</u>
Personnel			
Fringe Benefits			
Travel			
Equipment			
Supplies			
Other (Identify)			
Other (Identify)			
TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

I certify that the request for payment of 1/12th of the fixed price contract for Child Care Licensing Services was incurred and paid by this agency during Fiscal Year 2018, on behalf of the above identified project, and that adequate documentation in support of these expenses is and will be maintained for audit purposes. **Please attached more detail to explain above expenses if appropriate.**

Signature (Contract Director or Fiscal Agent)

Date Submitted

Mail Originals to: Erin Mewhinney, Director
Division of Early Care and Learning
1575 Sherman Street, 1st Floor
Denver, CO 80203-1714

OPTION LETTER PROVISIONS AND MISCELLANIOUS 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.

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 on Page 1 of the 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 Fixed Price basis for services rendered billed monthly at rate of 1/12 of the total budget.
- c. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.

5. OPTION LETTER

- a. **Option to Extend:** The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of 1 year or less at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **Exhibit K**. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed 5 years.
- b. **Option to Increase or Decrease:** The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods or Services based upon rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall

provide written notice to Contractor in a form substantially equivalent to **Exhibit K**. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.

6. PARTICIPATION

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

7. SUPPLANTING

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

8. BUDGET CHANGES

Changes to the Budget shall be made only with the prior written approval by the State in the form of a budget revision, contract amendment or option letter as applicable. Any changes to the Budget shall not exceed the total amount of the contract as described on page one of the contract.

9. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

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

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

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



City signs first

Contract Control Number: ENVHL-201521228-02

Contractor Name: State of Colorado

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

