





**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 style="text-align: center;"><b>CONTRACTOR</b> City and County of Denver Department of Human Services</p> <p>DocuSigned by: <i>Mimi Scheuermann</i></p> <hr/> <p>By: Mimi Scheuermann, Executive Director</p> <p>Date: <u>8/28/2023</u></p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared Polis, Governor Colorado Department of Early Childhood Lisa Roy, Ed.D., Executive Director</p> <p>DocuSigned by: <i>Lisa Roy</i></p> <hr/> <p>By: Lisa Castiglia, Deputy Chief Financial Officer Dr. Lisa Roy Executive Director</p> <p>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**

DocuSigned by:  
*Toni Williamson*

By: \_\_\_\_\_  
Laura Curnow, Andrea Eurich / Toni Williamson / Telly Belton

Amendment Effective Date: 8/31/2023

**-- Signature and Cover Pages End --**



## 1. PARTIES

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

## 2. TERMINOLOGY

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

## 3. AMENDMENT EFFECTIVE DATE AND TERM

### A. Amendment Effective Date

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

### B. Amendment Term

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

## 4. PURPOSE

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

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

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

## 5. MODIFICATIONS

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

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



**COLORADO**  
Department of Early Childhood

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

**B. Increase the Contract Amount for FFY24 by \$200,000 and Increases the Maximum Amount for All Federal Fiscal Years from \$408,000 to \$608,000.**

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

**C. Exhibit A – Statement of Work**

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

**D. Exhibit B – Budget**

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

**E. Exhibit D – Additional Provisions**

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

**F. Exhibit E – Supplemental Provisions for Federal Awards**

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

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

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



## **STATEMENT OF WORK (SOW)**

**CITY AND COUNTY OF DENVER, DEPARTMENT OF HUMAN SERVICES (DHS)  
1200 FEDERAL BLVD  
DENVER, CO 80210**

**OCTOBER 1, 2023, TO SEPTEMBER 30, 2024**



## INTRODUCTION/BACKGROUND

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

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

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

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

## SCOPE OF WORK

The Promoting Safe and Stable Families (PSSF) grant would allow DHS to enhance its existing service continuum through a partnership with Denver County's collaborative management program, the Denver Collaborative Partnership (DCP). This collaborative effort supports the service priority of Intensive Family Case Management, within the model of the PSSF Case Management Guidelines. The goal of this partnership is intensive family preservation aimed at keeping youth in their homes, effectively transitioning children back home, and preventing further system involvement. Denver's PSSF program invests in approaches that reduce the need for youth to be placed outside their homes by developing a family- and community-based program that shall allow more teens to remain with their families. Group placements are not cost-effective. They cost the county three to five times as much as foster family placements, and they often do not provide young people with the social and emotional supports they need to develop the knowledge, daily living skills and relationships that prepare them for adulthood. Children thrive in family-like settings as opposed to group care. Therefore, DHS' PSSF program addresses the needs of both the children and parents/caregivers for families involved with DHS' Protection and Prevention Services (voluntary/prevention, court involved, and non-court involved) and Denver Juvenile Court through a delinquency, truancy or municipal case with a strong focus on families with youth who have challenging behaviors and are involved in multiple systems and at risk of out-of-home placement. DHS' current PSSF program targets youth ages 7 to 17. For this application, DHS shall continue to serve youth ages 7 to 17.

The following core components of the intensive case management/family preservation program model shall be provided by the DCP in coordination with service providers and resources:



- An evidence-based or innovative practice
- Provision of community/home-based intensive case management, for 50 to 100 hours per family (including the following characteristics: one assigned case manager,
- Development of an individualized case plan based on family’s strengths; services reflect trauma-informed care principals)
- Intensive outreach and support to families
- Use of a multi-disciplinary team (case management, mental health, etc.)
- Service coordination among Denver Human Services, juvenile justice agencies, schools, the provider, mental health support and the family
- Family advocacy, working alongside parents in navigating and educating parents about the various systems
- Small caseloads to allow for more dedicated case management support for families

All programming is strengths-based, family-directed and culturally sensitive/responsive. These services increase safety, allowing families to remain intact and reunify successfully. In conjunction with the programs and services already offered at DHS, the services implemented via the PSSF program shall continue to further enhance and strengthen the families’ protective factors and improve parenting with respect to matters such as child development, parent-child relationship, family budgeting, coping with stress, health and nutrition.

As part of the PSSF program, DCP shall meet the family where they are and most comfortable such as in their home, community or any other place the family prefers, take detailed notes and ensure prompt communication with the other professionals involved (DHS caseworker, probation/diversion officer, pre-trial case manager, guardian ad litem, public defender, etc.), attend relevant appointments, staffing and court dates, and work with families around aftercare planning. Denver Collaborative Partnership shall provide or make connections to the following:

- Connecting with professionals
- Connection with community resources
- Achieve and maintain stability in home
- Mentoring and coaching
- Utilize skills in trauma informed practices
- Transportation as needed
- Attendance to all relevant and important appointments with families as needed
- Connecting families with professionals in the community that provide specific services that are identified as a need for the family (as needed)
- Liaison and advocacy services for families
- Various educational services for families
- Crisis intervention
- Prompt communication with caseworkers
- Have knowledge and ability to work with developmentally delayed parents and children
- Have knowledge of how to work with teens and can provide training around teens and trauma
- Ability to deal with various cultural dynamics and languages (bilingual programming)
- A focus around empowerment and obtaining and sustaining self-sufficiency
- Work with families around aftercare planning



- Financial literacy
- Provide intensive case management services to families to prevent out-of-home placement and further system involvement
- In partnership with community-based providers, shall an array of services to include the following service components: intensive wraparound case management services, (including family advocate services), pro-social activities, and parenting education and supports.

In 2016, DHS partnered with the Annie E. Casey Foundation’s Child Welfare Strategy Group (CWSG) to complete an assessment of youth entries into child welfare in Denver County to better understand practices contributing to those youth entries and re-entries in out-of-home care. The assessment highlighted the high number of youths entering out-of-home care in Denver County compared with state averages. In 2020, Colorado’s average daily out-of-home population (ADP) per 1,000 children was 3.8%. Denver was at a high of 4.6% for the same year. In 2022, Colorado’s ADP per 1,000 was 3.0%; Denver was at 3.8%. The state goal is below 3.5%. In April 2021, 141 (51%) of Denver youth aged 12-18 in child welfare custody were in an out-of-home placement. Of the youth in an out-of-home placement, 28% were in congregate care. Of the 28% in congregate care, 51% of those were Youth in Conflict (Program Area 4) and 56% were in a residential setting. As of April 2022, these numbers have decreased across the board, with 105 (40%) of Denver youth aged 12-18 in child welfare custody in an out-of-home placement and only 18% of these youth in congregate care. Of those in congregate care, 42% were Youth in Conflict (Program Area 4) and 47% were in a residential setting. As the state and DHS implemented the Families First Prevention Services Act in October 2021, counties continued to partner with our local collaborative management programs to prevent out-of-home placement and continue to address Denver’s overuse of congregate care for juvenile justice-involved youth and create resources to keep youth with their families and in the community safely.

The proposed PSSF program invests in approaches that reduce the need for youth to be placed outside their homes by developing a family- and community-based program that allow more teens to remain with their families. Group placements are not cost-effective. In fact, they cost the county three to five times as much as foster family placements, and they often do not provide young people with the social and emotional supports they need to develop the knowledge, daily living skills and relationships that prepare them for adulthood.

The Denver PSSF project shall address the needs of both the children and parents/caregivers for families involved with DHS’ Protection and Prevention Services (voluntary/prevention, court involved, and non-court involved) and Denver Juvenile Court through a delinquency, truancy or municipal case with a strong focus on families with youth 7 to 17 years of age with challenging behaviors who are involved in multiple systems and at risk of out-of-home placement.

During the period of performance (October 1, 2023, through September 30, 2024), the target popular for this grant are youth ages 7 to 17 and their families who are involved with DHS’ Protection and Prevention Services (voluntary/prevention, court involved and non-court involved) or have involvement with the Denver Juvenile Court through a delinquency, truancy or municipal case. During the Year 2 performance period of October 1, 2023, through September 30, 2024, the goal of the Denver PSSF program is for 20-40 unduplicated families from the City and County of Denver to receive comprehensive, intensive case management services, including access to supportive services that address their protective factors through a partnership with DCP. The program is a community-based contractual collaborative effort designed to continue to incorporate the values and principles of teaming approaches to engage families. The program also brings the perspective of the family into the assessment and case planning process and in monitoring the success of plans. The practice of intensive case management, modeled similarly to the High Fidelity Wraparound approach, is used for this program. DCP’s intensive case management is in accordance with the guidelines outlined in the PSSF grant. The goal is to ensure more children remain in the care of their parents, who have gained the necessary skills to keep their children safe, both in the home and in the community. Moreover, DHS and DCP engage families with children who are at risk of being removed from the home with intensive case management services in order to:

- Prevent out-of-home placement with no further referrals of abuse or neglect
- Effectively transition children from out-of-home placement back home





- Support and sustain adoptive families and prevent disruption of the adoptive placement through an integrated service delivery system
- Increase parental knowledge of child development

**PERIOD OF PERFORMANCE**

October 1, 2023, through September 30, 2024



**WORK PLAN**

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
<b>Outcome statement:</b>	<p><b>DHS shall engage families with children who are at risk of being removed from the home with intensive case management services in order to:</b></p> <ul style="list-style-type: none"> <li>• Prevent out-of-home placement with no further referrals of abuse or neglect</li> <li>• Effectively transition children from out-of-home placement back home</li> <li>• Support and sustain adoptive families and to prevent disruption of the adoptive placement through an integrated service delivery system</li> <li>• Increase parental knowledge of child development</li> </ul> <p><b>At the conclusion of the period of performance, DHS shall provide comprehensive, intensive case management services to 20-40 families.</b></p>				
Key Activity A: Identify and recruit 50-60 unduplicated families to participate in the PSSF program					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
1.1 Families meeting the eligibility criteria are identified by DHS, DCP and system partners.	October 1, 2023, to September 30, 2024	Caseworkers, probation officers, Guardian ad litem, pretrial case managers, etc. submit a referral to the case management supervisor.	DCP database	Including but not limited to DHS caseworkers/service navigators, probation officers, guardian ad litem, pretrial case managers	Family Preservation for Family Stability
1.2 DCP Staff or individual service and support teams (ISST) meet with Youth and families to determine the most appropriate services for youth and families.	Within one week	A minimum of 30 unduplicated families shall meet with DCP staff and/or the ISST team to determine appropriate services.	All referred families' information and contact notes are entered into the ISST database.	DCP Staff	Family Preservation for Family Stability team
1.3 Case manager completes initial visit with family.	Within 72 hours of referral	A minimum of 20 unduplicated families shall meet with assigned case manager to provide intensive case management.	The record of contact is recorded in the database.	Case manager or family advocate from DCP	Family Preservation for Family Stability
1.4 Case manager shall Complete the CFSA 2.0 tool and goal-setting tool with family.	At initial visit	In partnership with families, the case manager shall complete the family goal setting worksheet and the CFSA assessment	100% of families shall complete the worksheet and CFSA. The CFSA and worksheet information shall be shared with the families and referral source.	Case manager or family advocate from DCP	Family Preservation for Family Stability



<b>Key Activity B: Provide intensive case management and comprehensive support services to a minimum of 20 families</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
2.1 An individualized plan is created for each family that indicates the number of sessions and hours of in-home intensive case management to be provided per week.	At initial visit	In partnership with the families, the case manager shall develop an individualized case plan that details the intensity and scope of services needed.	The case plan shall be noted in the database and shared with the referring party and other members of the treatment team as appropriate.	Case manager or family advocate from DCP	Family Preservation for Family Stability
2.2 Delivery of intensive case management services as outlined in the individualized plan.	October 1, 2023, to September 30, 2024	The case manager shall deliver intensive case management services in the home of each family for approximately 90 days to six months.	100% of enrolled families shall receive intensive case management services in their home. Each session shall be documented and summarized in the database.	Case manager or family advocate from DCP	Family Preservation for Family Stability
2.3 Provide access to supportive services designed to enhance the protective factors of each family (e.g., parenting classes, transportation assistance, link to social support networks, food assistance, etc. – provided by DHS or its community partners).	October 1, 2023, to September 30, 2024	The case manager or case worker shall coordinate the delivery of services as needed by each family. All staff have completed the online Strengthening Families training.	100% of enrolled families shall receive referral to services designed to strengthen their protective factors. Services shall be documented and summarized in the database and Trails.	Case manager or family advocate from DCP, caseworker (DHS), partner agencies	Family Preservation for Family Stability
2.4. Facilitation of Family Engagement Meetings (FEM)	October 1, 2023, to September 30, 2024	All families shall be invited to participate in FEM meetings to provide feedback about the PSSF program and to make the best decisions for each family	90% of enrolled families shall participate in family engagement meetings	Case manager or family advocate from DCP, caseworker (DHS), partner agencies	Family Preservation for Family Stability
<b>Key Activity C: Develop aftercare plan</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
3.1 Closure FEM shall be held	October 1, 2023, to September 30, 2024	All families shall be invited to a closure FEM to create an individualized aftercare plan that outlines what if any services (paid through Medicaid) or resources the family needs and what community partners shall provide them	90% of enrolled families shall participate in a closure FEM	DHS caseworker, members of treatment team, case manager or family advocate, families	Family Preservation for Family Stability



<b>Key Activity D: Follow up with families</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
4.1. Each family shall have a follow-up at a six-month and 12-month interval post-service completion	Six months and 12 months post-service completion	Case managers shall conduct a check-in meeting with each family to track their progress at six-month and 12-month intervals	Data shall be utilized in program evaluation	Case management supervisor, case manager or family advocate	Family Preservation for Family Stability
4.2. Families shall complete post-surveys	Within one month of service completion	Each family shall complete a survey about their satisfaction with the services received	Data shall be utilized in program evaluation	Case management supervisor, case manager or family advocate	Family Preservation for Family Stability
<b>Key Activity E: REPORTING AND PERFORMANCE MONITORING</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
PSSF sites shall comply with CDEC data collection methodology system. Data reports shall show tasks/activities completed to align with designated outcomes and measures of services provided.	October 1, 2023, to September 30, 2024	Data on all PSSF services/activities shall be entered into CDEC data-system. <ul style="list-style-type: none"> <li>• Completion of PSSF intake form in Salesforce or entering other intake tool completion date in designated fields</li> <li>• PSSF program staff shall set goals with families engaged in PSSF services; goals are identified on goal-setting sheet or designated goal fields, including status of goals</li> <li>• CFSA 2.0 assessments completed with families participating in services. Required for intensive case management services or family preservation/support category families without an open child welfare involvement or receiving more than six total hours of PSSF services required</li> </ul>	Required data shall be entered into CDEC data-system within <b>five working days</b> of completing a task or activity (i.e. intake, goal setting, PSSF services, case management notes, referral for services, flex funding, instrumentation tools including CFSA 2.0 or assessment tools are identified and dates of pre/post and included).	Case management supervisor	Family Preservation for Family Stability



Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
PSSF sites shall comply with CDEC data collection methodology system. Data reports shall show tasks/activities completed to align with designated outcomes and measures of services provided.	October 1, 2023, to September 30, 2024	<ul style="list-style-type: none"> <li>Protective factors survey</li> <li>PSSF services – each family with an open PSSF case shall be receiving at least one service. Service should include activities related to the service, individual participating in the service and service area identified.</li> <li>An assessment for each service should be documented with pre/post-dates and name of assessment in designated fields</li> <li>Flex funds – Only if included in the approved budget; they can be provided only to families that have an open PSSF service. Flex funds are only provided to support the family goals.</li> </ul>	Required data shall be entered into CDEC data-system within <b>five working days</b> of completing a task or activity (i.e. intake, goal setting, PSSF services, case management notes, referral for services, flex funding, instrumentation tools including CFSA 2.0 or assessment tools are identified and dates of pre/post and included).	Case management supervisor	Family Preservation for Family Stability
Invoices/ Expenditure reports	Required monthly or when requested October 1, 2023, to September 30, 2024	Invoices/Expenditure reports must be submitted on a monthly basis to CDEC on the PSSF Invoice Template provided by the Department of Early Childhood to the invoice email: <a href="mailto:cdec_invoicing@state.co.us">cdec_invoicing@state.co.us</a>	Contractor shall submit all invoices/expenditure reports by the 20th day of each month. Final billing for each fiscal year shall be submitted in accordance with Exhibit D – Additional Provisions.	DHS state reporting accounting team	N/A
Submit programmatic reports to CDEC  Report templates shall be provided or created in Salesforce	When requested October 1, 2023, to September 30, 2024	<p>Reports shall be submitted according to CDEC time frames and include all requested information.</p> <p>Reporting templates shall be provided by the PSSF program manager.</p>	Reports shall be submitted to CDEC twice per year during the federal fiscal year. The first report is due on the last business day of April each year. The final report is due on the last business day of October each year.	Case management supervisor	Family Preservation for Family Stability



Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
PSSF programs shall run reports and monitor outcomes using CDEC data-system	Quarterly or when requested October 1, 2023, to September 30, 2024	Reports shall be reviewed in the CDEC data system to ensure performance targets are being met.	Reports shall be submitted to CDEC on a quarterly basis or as needed by the program.	Report templates shall be created by state program administrator and shall be accessible by a supervisor in each site.	
<b>Key Activity F: Program Evaluation</b>					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
PSSF program staff shall complete program trainings as recommended or required by CDEC.  PSSF site shall send at least one person per site to the biennial Strengthening Families Conference and the biennial PSSF program grantee meeting.	October 1, 2023, to September 30, 2024	PSSF program staff shall complete trainings necessary/pertinent for program delivery.  Participation in conference and grantee meeting.	Staff attendance or documented information regarding completion for recommended or pertinent trainings, which may include but are not limited to motivational interviewing, CFSA 2.0, strengthening families, financial health, mandated reporter, CDEC data system training for users and other required certification trainings related to services being provided by the PSSF site to meet model fidelity (i.e., if providing Nurturing Parenting, you must have a certified trainer).	DHS PSSF program staff and DCP staff	Family Preservation for Family Stability
<b>Key Activity G: Participate as Comparison Group in the Colorado Fatherhood Program evaluation</b>					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Participate in 1 hour training meeting to learn about the evaluation.	October 1, 2023, to September 30, 2024	Evaluation comparison sites shall have at minimum one attendee from each site participate in the 1-hour provided informational overview/training for the evaluation process.	Attendance of one person per site at the training. Preferred attendance by PSSF coordinator.	PSSF Program Coordinator  Evaluation Team	



## SCHEDULE/MILESTONES

Denver Collaborative Partnership (DCP), via its fiscal agent Savio Management Group (SMG), shall be contracted with DHS and monitored for delivering program outcomes and compliance with tasks. DCP shall provide 20-40 families with comprehensive, intensive case management services, including access to supportive services that address their protective factors. 85% of children who are served in their home shall remain in their original home. 90% of the families involved in the program shall not have a referral for abuse and/or neglect within 12 months of service completion. The daily average placement rate for group home and residential placements at DHS shall decrease.

**Milestone:** 20-40 families are receiving intensive case management.

**October 1, 2023, to September 30, 2024:** DHS, DCP and system partners shall identify and refer 50-60 families that meet the program criteria to DCP. Intensive case management and family advocacy services shall be provided by DCP. Enrolled families are provided with other supportive services as needed (e.g., referral to community resources, workshops and trainings offered by DHS, financial assistance, transportation assistance, etc.) through services provided at DHS (C.A.R.E. Center) or Savio.

**Milestone:** 50-60 families referred, with 20-40 families engaging in supportive services designed to promote family preservation and reduce out-of-home placement.

**PSSF deliverables include:** Signed contract with SMG, DCP's fiscal agent, so DCP can provide intensive case management services; certificates of completion of all needed staff training; quarterly programmatic progress reports.

## ACCEPTANCE CRITERIA

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

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



**Colorado Department of Early Childhood  
BUDGET WITH JUSTIFICATION FORM**

<b>Contractor Name</b>	City and County of Denver, Department of Human Services
<b>Budget Period</b>	October 1, 2023 - September 30, 2024
<b>Project Name</b>	Promoting Safe and Stable Families

<b>Program Contact Name and Title</b> Phone Email	Erin Stremming, Deputy Division Director, Child Welfare 720-944-6233 <a href="mailto:erin.stremming@denvergov.org">erin.stremming@denvergov.org</a>
<b>Fiscal Contact Name and Title</b> Phone Email	Xochilt Diaz 720-944-3060 <a href="mailto:xochilt.diaz@denvergov.org">xochilt.diaz@denvergov.org</a>
<b>Counties/Areas Served:</b>	Denver County

Expenditure Categories										
Personnel Services - Salaried Employees										FFY 2024
Position Title	Description of Work and Fringe Benefits	Gross or Annual Salary	Fringe	Number of Months on Project	Total Percent of Time on Project	Cost Based on Percent of Time on Time-limited Reunification (TLR)	Cost Based on Percent of Time on Adoption Promotion and Support (APS)	Cost Based on Percent of Time on Family Preservation for Family Stability	Cost Based on Percent of Time on Family Support for Family Stability	Total Amount Requested from CDEC
	No costs shall be reimbursed by CDEC for this category.	\$0	\$0	0	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Personnel Services (including fringe benefits)</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Contractors/Consultants (payments to third parties or entities)										FFY 2024
Name	Description of Item					Time-Limited Reunification (LTR)	Adoption Promotion and Support (APS)	Family Preservation for Family Stability	Family Support for Family Stability	Total Amount Requested from CDEC
Denver Collaborative Partnership	DHS shall contract with the fiscal agent for the Denver Collaborative Partnership for services to be provided by DCP for intensive case management					\$ -	\$ -	\$ 200,000	\$ -	\$ 200,000
<b>Total Contractors/Consultants</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ 200,000</b>	<b>\$ -</b>	<b>\$ 200,000</b>
Travel										FFY 2024
Item	Description of Item					Time-Limited Reunification (LTR)	Adoption Promotion and Support (APS)	Family Preservation for Family Stability	Family Support for Family Stability	Total Amount Requested from CDEC
	No costs shall be reimbursed by CDEC for this category.					\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Travel</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Supplies & Operating Expenses										FFY 2024
Item	Description of Item					Time-Limited Reunification (LTR)	Adoption Promotion and Support (APS)	Family Preservation for Family Stability	Family Support for Family Stability	Total Amount Requested from CDEC
	No costs shall be reimbursed by CDEC for this category.					\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Supplies &amp; Operating Expenses</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)										
Item	Description of Item					Time-Limited Reunification (LTR)	Adoption Promotion and Support (APS)	Family Preservation for Family Stability	Family Support for Family Stability	Total Amount Requested from CDEC
	No costs shall be reimbursed by CDEC for this category.					\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Items removed from MTDC</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Supplies &amp; Operating Expenses</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL DIRECT COSTS</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ 200,000</b>	<b>\$ -</b>	<b>\$ 200,000</b>



<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>		\$ -	\$ -	\$ -	\$ -	\$ -
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.						
<b>Indirect Costs</b> [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]						<b>FFY 2024</b>
Item	Description of Item	Time-Limited Reunification (LTR)	Adoption Promotion and Support (APS)	Family Preservation for Family Stability	Family Support for Family Stability	Total Amount Requested from CDEC
	No costs shall be reimbursed by CDEC for this category.	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Indirect</b>		\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL TIME-LIMITED REUNIFICATION (LTR)</b>		\$ -				
<b>TOTAL ADOPTION PROMOTION AND SUPPORT (APS)</b>			\$ -			
<b>TOTAL FAMILY PRESERVATION FOR FAMILY STABILITY</b>				\$ 200,000		
<b>TOTAL FAMILY SUPPORT FOR FAMILY STABILITY</b>					\$ -	
<b>TOTAL AMOUNT REQUESTED FROM CDEC</b>						<b>\$ 200,000</b>
<b>PERCENTAGE OF BUDGET BY PROJECT</b>						<b>FFY 2024</b>
		Time-Limited Reunification (LTR)	Adoption Promotion and Support (APS)	Family Preservation for Family Stability	Family Support for Family Stability	Total Percentage
<b>PERCENTAGE OF BUDGET BY PROJECT</b>		0%	0%	100%	0%	100%
<b>Match Projection / Required</b>	<b>Percentage of Total Budget Including Match:</b>	30%	\$ -	\$ -	\$ 85,714	\$ -
<b>TOTAL BUDGET (INCLUDING MATCH)</b>		\$ -	\$ -	\$ 285,714	\$ -	\$ 285,714

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



## **ADDITIONAL PROVISIONS**

### **1. SERVICE PROVISIONS**

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

### **2. GOALS AND OBJECTIVES**

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

### **3. COPY OF SUBCONTRACT**

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

### **4. PAYMENT**

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

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

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



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

## 5. PARTICIPATION

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

## 6. SUPPLANTING

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

## 7. BUDGET CHANGES

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

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

## 8. TRAVEL

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

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



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

## 9. DATA COLLECTION

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

## 10. REPORTING REQUIREMENTS

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

## 11. SUBRECIPIENT

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

## 12. CRITICAL INCIDENT REPORTING

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

## 13. MANDATED REPORTING

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

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

## 14. GIFT CARDS

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

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



- 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: **County of Denver City.**
- ii. Subrecipient Unique Entity Identifier (UEI) number: **PJNHEFNNDJ6**
- iii. The Federal Award Identification Number (FAIN) is **2301COFPSS.**
- iv. The Federal award date is **4/4/2023.**
- v. The subaward period of performance start date is **10/1/2022** and end date is **9/30/2024.**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
<b>FFY24</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>

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

- 5) Subrecipient must permit CDEC and auditors to have access to Subrecipient's records and financial statements 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 **General Provisions, Exhibit A – Statement of Work, and Exhibit D – Additional Provisions.**
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC no later than 30 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds**

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

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

## 1. DEFINITIONS.

1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

1.1.1. "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

1.1.1.1.9. Food commodities;

1.1.1.1.10. Direct appropriations;

1.1.1.1.11. Assessed and voluntary contributions; and

- 1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds 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, if the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.20. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.

- 1.1.21. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the 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 §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

#### 7. SUBRECIPIENT REPORTING REQUIREMENTS.

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

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

## **8. PROCUREMENT STANDARDS.**

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

## **9. ACCESS TO RECORDS.**

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

## **10. SINGLE AUDIT REQUIREMENTS.**

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

- 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 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