



STATE OF COLORADO CONTRACT MODIFICATION

CONTRACT AMENDMENT #1

State Agency
Colorado Department of Early Childhood
710 South Ash Street, Building C
Glendale, CO 80246

Current Contract Maximum Amount
Initial Term
State Fiscal Year 2025 \$1,442,335
CT QAAA 2025-945/GAE QAAA 2025-183

And \$15,000,000 pooled GAE shared amongst various contractors as described in Contract, see Exhibit C Section 11.

Contractor
Foothills Gateway, Inc.
301 West Skyway Drive
Fort Collins, CO 80525

Original Contract Number
CT QAAA 2025-945
25 QAAA 191898

Amendment Contract Number
CT QAAA 2025-945 A1

Total for All State Fiscal Years \$1,442,335

Contract Performance Beginning Date
July 1, 2024

Current Contract Expiration Date
June 30, 2025

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COLORADO
Department of Early Childhood

SIGNATURE PAGE

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.

CONTRACTOR
Foothills Gateway, Inc.

STATE OF COLORADO
Jared S. Polis, Governor
Lisa Roy, Ed.D., Executive Director
Colorado Department of Early Childhood

DocuSigned by:
Erin Eulenfeld

DocuSigned by:
Stephanie Beasley

By: Erin Eulenfeld, Chief Executive Officer

By: Stephanie Beasley, Deputy Executive Director

Date: 11/21/2024

Date: 11/21/2024

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Laura Curnow

By: Laura Curnow, CDEC Controller

Amendment Effective Date: 11/21/2024

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



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 and shall terminate on the termination of the Contract.

4. PURPOSE

The Contractor shall administer and provide a program for children determined to be eligible for Early Intervention (EI) services, as defined in the state and federal statutes, regulations, and procedures. EI services shall be provided by the Contractor, as a designated Certified EI Service Broker, pursuant to the following statutes, regulations and procedures as they currently exist or may hereafter be promulgated or amended, which are, by this reference, incorporated and made a part of this contract.. This amendment shall increase funds for SFY25 and amends exhibits A, B, and C.

5. MODIFICATIONS

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

A. Increase the Contract Amount for SFY25 by \$1,182 from \$1,441,153 to \$1,442,335 and Increase the Maximum Amount for All State Fiscal Years from \$1,441,153 to \$1,442,335.

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.

B. Exhibit A – Statement of Work

Exhibit A – Amendment #1, which is attached and incorporated by this Amendment, shall replace Exhibit A of the Original Contract.



C. Exhibit B – Budget

Exhibit B – Amendment #1, which is attached and incorporated by this Amendment, shall replace Exhibit B of the Original Contract.

D. Exhibit C – Additional Provisions

Exhibit C – Amendment #1, which is attached and incorporated by this Amendment, shall replace Exhibit C of the Original Agreement.

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)
EARLY INTERVENTION**

PROGRAM MANAGER: LENITA.HARTMAN@STATE.CO.US

**FOOTHILLS GATEWAY, INC.
301 W. SKYWAY DR.
FORT COLLINS, CO 80525**



INTRODUCTION/BACKGROUND

The Colorado Department of Early Childhood (CDEC) is authorized, pursuant to 26.5-3-401 — 410 Colorado Revised Statutes (C.R.S.) (2022) to administer the statewide Early Intervention (EI) Colorado program and is designated as the lead agency for Part C of the Individuals with Disabilities Education Act (IDEA).

Certified Early Intervention Service Brokers, or EI Brokers (EIBs), have been designated by the CDEC to provide early intervention services to eligible children in the defined service area. EIBs (hereafter referred to as “Contractor”) are described under Section 26.5-3-408 (2022), C.R.S. The EI Colorado program is administered by the CDEC through contracts with EIBs. Contractors are expected to deliver community-based EI services to infants and toddlers, birth through two (2) years of age (after age three for certain children who are eligible for the Extended Part C Option), who have been determined to have a developmental delay or disability, who have been diagnosed with a physical or mental condition that has a high probability of resulting in a significant delay in development (established condition), or who are living with a parent who has a developmental disability as determined by a Case Management Agency operating under the Department of Health Care Policy and Financing (HCPF). The Contractor shall be responsible for the provision of service coordination, the development and implementation of the Individualized Family Service Plan (IFSP), monitoring the delivery of services documented on the IFSP, and other functions as described in this Scope of Work (SOW).

The EI Colorado program provides eligible infants and toddlers, and their families, with services and supports to enhance child development in the areas of adaptive, communication, cognition, physical development including hearing and vision, and social and emotional development. EI services are funded through state funds, public and private insurance dollars, federal Part C funds and other funds.

The Contractor shall have documented policies and procedures to implement the requirements of this Statement of Work.



Service Area: Larimer County

Activity A: Fiscal Management (A1.-A7.)

A1.-A4. EI program staff shall provide budget templates and guidance for documenting personnel costs, travel, and supplies and operating expenses. The Contractor shall meet with program staff prior to the submission of budgets and meet at least once mid-year to determine if cost projections are on target considering any caseload growth or underspending that may warrant a budget amendment. Invoices are required to be submitted within 30 days of the 1st of the following month.

Increases to annual budgets shall be limited to that of the percentage of provider rate increase enacted into law. These increases shall be effective July 1 of each year if the contract continues beyond one year. Additional increases may be approved if a review of available information and data show needs for increases related to caseload growth or other programmatic needs deemed reasonable by the department, and adequate funding is available.

A5. The EI program shall be implementing a system for subcontracted providers to bill directly through the EI data system Provider Portal. This shall provide efficiencies in the costs for billing services in the data system as well as reduce the payment time between the delivery of services and payment contractor. Additionally, this shall serve the purpose of providing CDEC with timely data to inform budgetary needs. Rolling out this new system for billing shall take place on a timeline determined by EI Colorado and shall be fully implemented by the beginning of FY 26-27. If possible, the Contractor may take advantage of this process as soon as desired but must be prepared to assist with this billing transition beginning as early as August 1, 2024.

A6. - A7. The Contractor's personnel must be available for training and technical assistance on budget changes and amendments. EI program staff must be notified in advance of any anticipated changes to the non-personnel budget lines. These changes shall be documented on the invoice template prior to the invoice that reflects the changes. An amendment or option letter shall be needed for any justifiable changes that exceed the 10% threshold for line modification.

The contractor must notify the EI program staff of ANY changes to the budget for personnel budget lines. This includes notification of vacancies. Budget amendments or option letters shall be required for any additions to personnel or any staff replacement for vacancies where the salary is more than 5% of the previous staff salaries. Salary increases must be approved by the EI program prior to providing any increases to the agency's staff. Increases shall be limited to that of the percentage salary increase (including cost of living adjustment) enacted into law and given to all state employees. No increases over this amount shall be considered. These changes shall be made effective on July 1 of each year should the contract extend beyond one year.

**Activity B: Data Collection (B1. - B3.)**

B1. - B2. Contractor must ensure data is entered within 15 days after an activity occurs where a corresponding data point exists. Contractor must also ensure that service coordinators information is accurate and current in the EI Data System.

B3. Contractor must ensure that any employed service coordinator or direct service provider must have accurate and current information entered into the EI Data System Provider Portal. Subcontracted direct service provider information must be accurate and current in the EI Data System Provider Portal.

Activity C: Service Coordination (C1. - C11.)

Expected caseloads for service coordinators shall be between 45 and 50.

C1. - C2. Contractor must ensure that service coordinators provide families with procedural safeguards for all required activities and contractor must ensure dispute resolution is available to families and that a dispute resolution process is in place.

C3. - C5. Contractor must ensure that service coordinators conduct an initial meeting to develop the IFSP for eligible children no later than 45 days from the date of referral. The IFSP must be reviewed at least every six months, and an annual review must be conducted annually from the initial IFSP date.

C6. Contractor must ensure that child outcomes measurements must be conducted at entry and at exit.

C7. - C9. Contractor transition activities shall be conducted for all children reaching the age of three and exiting the EI program. For children potentially eligible for Part B preschool special education, transition activities shall be conducted in accordance with the Transition Memorandum of Understanding between the Colorado Department of Early Childhood and the Colorado Department of Education. This includes the assurance of the Extended Part C Option for those children turning three with an eligible birthdate.

C10. Contact information must be verified, and contractor correct for the family of an enrolled child to be entered into the EI Data System and updated as needed. This shall ensure families with children exiting EI services shall receive a Family Outcomes Survey through email.

C11. Contractor must ensure that Families exiting the Early Intervention program must have access to a Family Outcomes Survey when an email address is not available. This shall be effective once the EI Program has made the necessary enhancement to the EI Data System to allow sending the survey through multiple methods i.e. text, mail, etc.

**Activity D: Direct Services (D1. - D3.)**

D1. Contractor must ensure that Early Intervention services must begin no later than 28 days from the date the parent consents to services documented on the IFSP.

D2. Contractor must ensure EI services must be provided in the child and family's natural environment, whenever possible, including the option for receiving services through telehealth.

D3. Contractor must ensure that Direct service providers, service coordinators, and other relevant staff must be available to participate in state-sponsored training, technical assistance, and other activities related to the statewide implementation of a teaming/primary provider model of service delivery.

Activity E: Referral and Intake (E1. - E9.)

EI Colorado has implemented a statewide intake process to ensure consistency and equity for families of infants and toddlers referred to EI Colorado with concerns about their development. This system consists of a combination of EI Colorado Care Navigators employed by the Colorado.

Department of Early Childhood, and local Care Navigators employed by Early Intervention Brokers. There are five EI Brokers authorized to conduct referral and intake on behalf of EI Colorado and employ local Care Navigators.

EI Broker Care Navigators would be expected to carry a caseload of between 30-50 with a consistent average of approximately 40.

E1. The Contractor shall establish a process for processing referrals made to EI Colorado through all accepted methods including phone calls, faxes, emails and online referrals. The Contractor must also ensure that contact attempts are documented in the EI Data System.

E2. - E3. Local Care Navigators are expected to enter referral information into the EI Data System and upload relevant documentation such as the original referral (if applicable/ when faxed or emailed), any Referral Status Updates (when needed), consent documents, and additional referral documentation as needed (such as paperwork confirming a diagnosis for an established condition).

E4. Local Care Navigators shall conduct intake activities utilizing the EI Colorado Care Navigator Script and Process document. Additionally, the online intake questionnaire shall be used for every referral.

E5. - E8. Evaluations must be scheduled through the EI Data System. Once an evaluation has been completed, the local Care Navigator shall ensure complete documentation, contacting the Evaluation Entity when needed. Evaluation results shall be discussed with the family and a copy sent to



them, regardless of the eligibility status. Eligible infants and toddlers shall be transferred to the local Early Intervention Broker within 5 business days. Children found ineligible shall have evaluation results explained to the family and local resources given as appropriate.

E9. The Referral Status Update (RSU) form shall be completed and sent to referral sources, with parent's consent as needed, and consistent with required activities.

SCOPE OF WORK

The Contractor shall administer and provide a program for children determined to be eligible for EI services, as defined in the state and federal statutes, regulations, and procedures. EI services shall be provided, as a designated Certified EI Service Broker, pursuant to the following statutes, regulations and procedures as they currently exist or may hereafter be promulgated or amended, which are, by this reference, incorporated and made a part of this contract as set forth herein:

- A. Title 1, Part C of the IDEA of 2004, 20 United States Code (U.S.C.) 1431 through 1445
- B. Code of Federal Regulations (C.F.R.), Title 34, Volume 2, Part 303 Early Intervention Program for Infants and Toddlers with Disabilities
- C. Applicable Colorado Statute C.R.S. 26.5-3-401 - 410
- D. Early Intervention Rules and Regulations 8 CCR 1405-1

PERIOD OF PERFORMANCE

July 1, 2024 - June 30, 2025



WORK PLAN

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	The Early Intervention Colorado program shall be implemented to ensure infants and toddlers with developmental delays and disabilities and their families are provided service coordination and direct service provision to ensure a child makes developmental progress. Catchment area: Larimer County				
Key Activity A: Fiscal Management					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
A1. Select a method to charge administrative costs	July 1, 2024 - June 30, 2025	Submit a plan for charging administrative costs to the program: -Direct charge -10% de minimis -Negotiated rate	Documentation of approved administrative cost plan.	CFO Executive Director	Administration
A2. Review annual budget with CDEC EI program staff	July 1, 2024 - June 30, 2025	Attend meetings with EI program staff to review budget submitted to the state and how to document expenditures in alignment with budget categories.	Invoices submitted for payment each month shall appropriately tie back to budget lines.	CFO Executive Director EI Coordinator	Administration
A3. Review budget midyear with CDEC EI program staff	December, 2024 - June 30, 2025	Attend meetings with EI program staff to review budget mid-year to determine whether budget remains in alignment with caseload needs.	Invoices submitted for payment each month shall appropriately tie back to budget lines.	CFO Executive Director EI Coordinator	Administration
A4. Ensure timely submission of invoices.	July 1, 2024 - June 30, 2025	Invoices shall be submitted monthly with appropriate documentation.	Invoice dates shall be within 30 days of the 1st of the following month and shall have appropriate documentation to ensure payment.	CFO Executive Director EI Coordinator	Administration



Exhibit A – Amendment #1

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
A5. Work with the CDEC to determine when subcontracted providers shall begin to submit billing through the EI Data System Provider Portal	July 1, 2024 - June 30, 2025	Billing for the provision of IFSP direct services shall be entered directly by providers.	All subcontracted provider services are entered through the EI Data System Provider Portal.	EI Coordinator	EI Coordinator
A6. Notify the CDEC EI program staff of any anticipated changes to the non-personnel budget lines	July 1, 2024 - June 30, 2025	CDEC EI program staff shall be notified of all anticipated changes to the non-personnel budget lines prior to the invoice which would reflect these changes.	Approval shall be documented for any change to non-personnel lines. A budget amendment must be in place for any justifiable changes that exceed the 10% threshold for line modifications.	CFO Executive Director EI Coordinator	Administration Service Coordination Direct Services
A7. Notify the CDEC EI program staff of any anticipated changes to the budget for personnel	July 1, 2024 - June 30, 2025	CDEC EI program staff shall be notified of all anticipated changes to personnel budget lines and an amendment must be developed for changes exceeding the threshold for written approval. Amendments must be submitted no later than 3 months prior to the fiscal year end.	Written approval shall be documented for personnel changes where appropriate. A budget amendment must be in place for personnel changes where required prior to invoicing for those changes.	CFO Executive Director EI Coordinator	Administration Personnel
Key Activity B: Data Collection					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
B1. Ensure all required data is entered into the EI Data System within 15 days after the activity occurs.	July 1, 2024 - June 30, 2025	All required data shall be entered by 15 days after the activity occurs.	Reports generated through the EI Data System shall show data entered within 15 days of the activity occurring. Quarterly indicator reports shall not show missing data.	EI Coordinator Data Entry Personnel	Personnel
B2. Ensure that service coordinators information is accurate and current in the EI Data System.	July 1, 2024 - June 30, 2025	The EI Data System shall be updated any time a service coordinator changes or a service coordinator is no longer working.	The EI Data System shall show an accurate and current number of active service coordinators	EI Coordinator Service Coordinators Data Entry Personnel	Personnel



Exhibit A – Amendment #1

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
B3. Ensure that subcontracted and employed direct service provider information is accurate and current in the EI Data System Provider Portal.	July 1, 2024 - June 30, 2025	The EI Data System Provider Portal shall be updated any time subcontracted provider information changes, or a provider is no longer actively providing EI services.	The EI Data System shall show an accurate and current number of active providers.	EI Coordinator Subcontracted and employed providers. Data Entry Personnel	Personnel
Key Activity C: Service Coordination					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
C1. Ensure Procedural Safeguards	July 1, 2024 - June 30, 2025	Comply with 8 CCR 1405-1	Onsite review or desk audit shall show compliance with rules.	EI Coordinator Service Coordinator	Service Coordination
C2. Ensure Dispute Resolution	July 1, 2024 - June 30, 2025	Comply with 8 CCR 1405-1	Onsite review or desk audit shall show compliance with rules.	EI Coordinator Service Coordinator	Service Coordination
C3. Ensure that every eligible child has an IFSP developed within required timelines	July 1, 2024 - June 30, 2025	Children found eligible for the EI program shall have an initial IFSP developed within 45 days of referral	Indicator 7 - Data reports generated from the EI Statewide Data System shows IFSPs developed within 45 days of referral date.	Service Coordinator EI Coordinator	Service Coordination
C4. Ensure the IFSP is reviewed at least every 6 months	July 1, 2024 - June 30, 2025	Children who have had an IFSP for 6 months shall have a review	Data reports generated from the EI Statewide Data System show IFSP reviews took place at least 6 months from the date of the initial or annual IFSP.	Service Coordinator EI Coordinator	Service Coordination
C5. Ensure the annual IFSP is conducted one year from the initial or previous IFSP date	July 1, 2024 - June 30, 2025	Children who have had an IFSP for one year shall have an annual review	Data reports generated from the EI Statewide Data System show annual IFSP took place not more than 1 year from initial or previous annual IFSP date.	Service Coordinator EI Coordinator	Service Coordination
C6. Ensure that child outcomes measurements are conducted at entry and at exit	July 1, 2024 - June 30, 2025	Entry and exit ratings shall be conducted for each child who has been in the EI program for at least 6 months.	Indicator 3 - Data reports generated from the EI Statewide Data system shall show entry, annual and exit ratings within each initial, annual and transition IFSP for a child who has been in services for at least 6 months.	Service Coordinator EI Service Provider EI Coordinator	Service Coordination Direct Services



Exhibit A – Amendment #1

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
C8. Ensure transition requirements are conducted within the required timelines for children potentially eligible for Part B.	July 1, 2024 - June 30, 2025	Transition activities shall be conducted in accordance with the Transition Memorandum of Understanding between the Colorado Department of Early Childhood and the Colorado Department of Education.	Data reports generated from the EI Statewide Data System shall show timelines are being met for children transitioning out of Part C services.	Service Coordinator EI Coordinator	Service Coordination
C9. Ensure that the Extended Part C Option is made available to parents of children who meet the eligibility criteria.	July 1, 2024 - June 30, 2025	Transition activities shall be conducted in accordance with the Transition Memorandum of Understanding between the Colorado Department of Early Childhood and the Colorado Department of Education, including the Extended Part C Option.	Data reports generated from the EI data system shall show whether a parent whose child was eligible did or did not choose the Extended Part C Option.	Service Coordinator EI Coordinator	Service Coordination
C10. Ensure that required contact information, including email address, is entered for each family enrolled in EI services.	July 1, 2024 - June 30, 2025	Each family that has a child exit the program shall receive a Family Outcomes Survey through email, if available.	Indicator 4 - Data reports shall show email addresses for every family when available.	Service Coordinator EI Coordinator	Service Coordination
C11. Ensure families have access to the Family Outcomes Survey.	July 1, 2024 - June 30, 2025	Families shall receive a family outcomes Survey through other means when an email address is not available.	Indicator 4 - Survey responses shall increase.	Service Coordinator EI Coordinator	Service Coordination
Key Activity D: Direct Services					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
D1. Ensure that EI services begin 28 days from the date the parent consents to services on the IFSP.	July 1, 2024 - June 30, 2025	Families shall be given options for services to begin within 28 days of written parent consent, which may include telehealth.	Data reports generated from the EI Statewide Data System show services documented on the IFSP began within 28 days of parent consent, or, if not, a reason documented.	Service Coordinator EI Coordinator Direct Service Provider	Direct Services



Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
D2. Ensure that EI services are provided in the child and family’s natural environment whenever possible, including the option for receiving services through telehealth.	July 1, 2024 - June 30, 2025	Children shall receive services in their natural environment within the context of their daily routines. Families of children eligible for the EI program shall be offered the option for receiving services through telehealth.	Data reports generated from the EI Statewide Data System show services provided in the child’s natural environment. IFSPs reviewed show the child’s services are conducted within the context of the family’s routines.	Service Coordinator EI Coordinator Direct Service Provider	Service Coordination Direct Services
D3. Ensure participation of direct service providers, service coordinators, and other relevant staff in activities and training to implement teaming and primary provider model.	July 1, 2024 - June 30, 2025	Children shall receive services in their natural environment within the context of their daily routines. Families of children eligible for the EI program shall be offered the option for receiving services through telehealth.	Data reports generated from the EI Statewide Data System show services provided in the child’s natural environment. IFSPs reviewed show the child’s services are conducted within the context of the family’s routines.	Service Coordinator EI Coordinator Direct Service Provider	Service Coordination Direct Services
Key Activity E: Referral and Intake					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
E1. Establish a process for receiving and processing referrals through all accepted methods: calls, faxes, emails and online referrals.	July 1, 2024 - June 30, 2025	All referrals shall be processed in a timely manner.	A review of the data system or a desk audit shall show timely processing of referrals.	EI Coordinator Local Care Navigator Other staff	Referral and Intake
E2. Document attempts to contact using the EI Data System and upload case notes to provide a summary of activities and conversations.	July 1, 2024 - June 30, 2025	An intake service coordinator (local Care Navigator) shall be assigned within three (3) working days of referral. The family shall be contacted as soon as possible after being assigned to a local Care Navigator and no longer than seven (7) days from the date of the referral.	A review of the child's record in the Salesforce data system shall show that a family was contacted within seven (7) days of the referral and supporting documentation has been uploaded.	EI Coordinator Local Care Navigator	Referral and Intake



Exhibit A – Amendment #1

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
E3. Enter referrals in the EI Data System.	July 1, 2024 - June 30, 2025	All referrals received for children under the age of three (3), and more than 45 days before their third birthday, shall be entered in the EI Salesforce data system following the guidelines for data processing outlined in the EI Data System User Guide. The original referral shall be uploaded when faxed or emailed along with other relevant referral documents.	A review of the data system shall show all children referred are entered appropriately in the data system.	EI Coordinator Local Care Navigator Other staff as applicable	Referral and Intake
E4. Conduct intake activities utilizing the EI Colorado Care Navigator Script and Process document.	July 1, 2024 - June 30, 2025	Families shall have the same experience regardless of whether they have an EI Colorado Care Navigator or a local Care Navigator.	The online intake questionnaire shall be used for every referral.	EI Coordinator Local Care Navigator	Referral and Intake
E5. Schedule evaluations using the EI Data System scheduling system.	July 1, 2024 - June 30, 2025	Evaluation appointments shall be scheduled using the EI Data System scheduling system.	Evaluations shall be scheduled and automated activities shall occur through the data system as designed.	EI Coordinator Local Care Navigator	Referral and Intake
E6. After the evaluation has been conducted, review the evaluation record to ensure completeness, contacting the evaluation entity as needed.	July 1, 2024 - June 30, 2025	Evaluation records shall be complete and accurate.	A review of evaluation records in the data system or through a desk audit shall show complete and accurate evaluation information.	EI Coordinator Local Care Navigator	Referral and Intake
E7. For eligible children, move the referral case forward to the local EI Broker within 5 business days.	July 1, 2024 - June 30, 2025	Children found eligible shall be moved forward for IFSP development within 5 business days.	A review of the data system shall show the referral case moved into an open case 5 business days from evaluation.	EI Coordinator Local Care Navigator	Referral and Intake



Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
E8. Evaluation results shall be sent to all families, including those whose child did not qualify.	July 1, 2024 - June 30, 2025	Children who do not qualify shall have their results sent to the family.	A review of the data system or desk audit shall show contact notes confirming that the results of the evaluation were sent to the family.	Local Care Navigator	Referral and Intake
E9. Referral Status Update form shall be completed and sent to referral sources with parents’ consent and when needed. The RSU and authorization to release information form should be uploaded to the child’s referral case in the data system.	July 1, 2024 - June 30, 2025	Referral sources shall receive status updates.	A review of referral case shall show an RSU and consent to release information uploaded where applicable.	EI Coordinator Local Care Navigator	Referral and Intake

SCHEDULE/MILESTONES

The EI Broker shall provide early intervention services to all eligible infants and toddlers referred between July 1, 2024 and June 30, 2025.

ACCEPTANCE CRITERIA

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



**Colorado Department of Early Childhood (CDEC)
BUDGET WITH JUSTIFICATION FORM**

Contractor Name	Foothills Gateway, Inc.
Budget Period	July 1, 2024 - June 30, 2025
Project Name	Early Intervention Colorado (EI)
Counties Served	Larimer

Program Contact Name, Title Phone Email	Laura Sidener, Part C Coordinator (970) 266-5453 lauras@foothillsgateway.org
Fiscal Contact Name, Title Phone Email	Carla Conrardy, Finance Director (970) 266-5444 carlac@foothillsgateway.org
Funded Caseload	760

*See Early Intervention General Accounting Encumbrance (GAE) for Direct Services which is split among other Early Intervention Community Centered Boards pursuant to Exhibit C, Section 11.

Expenditure Categories								State Fiscal Year (SFY) 2025
Personnel Services - Salaried Employees								Total From All Funding Sources
Position Title	Fringe includes: Payroll Taxes; Worker's Comp; Health Insurance; Employee Assistance Program (EAP); Colorado Paid Family and Medical Leave (FAMLI); Short & Long-term Disability; Dental; 401k Company Match. Salary includes: Personal Time Off (PTO), Sick Time off and Holiday Pay; work from home stipend.	Full Time Equivalent (FTE) Status	Number of Hours Worked Per Week	Gross or Annual Salary	Fringe	Percent of Time on Project	Total From All Funding Sources	
Administration								
Admin (hourly)	Tracks children's Individualized Family Service Plan (IFSP) with actual provider services & mileage on a monthly basis; may assist with logging progress notes for each child on provider's case load to ensure progress notes are being submitted; may send monthly tracker to each Service Coordinators to help them know where everyone stands with visits after billing. Enters Transactions and Direct Service billing into the Unicorn; may assist with tracking Trust Fund billing / payment review.	Full-Time	40	\$ 43,570	\$ 18,139	75.00%	\$ 46,282	
Early Intervention Purchasing and Contracts Specialist (hourly)	Supports and backups up Tracking billing with IFSP; billing in Salesforce, communicating billing issues with Providers. See Admin (hourly) for more detail on billing related work. Note: non-billing related work noted in Direct Service section.	Full-Time	40	\$ 59,022	\$ 18,546	25.00%	\$ 19,392	
Acctg Manager Finance (salary)	Supervises Early Intervention (EI) Billing; monitors Medicaid & Insurance denials for appropriateness and reconciles prior to "invoicing" via Salesforce.	Full-Time	40	\$ 75,472	\$ 22,415	14.00%	\$ 13,704	
Finance Director	EI related meetings include: EI workforce investment meetings; monthly Alliance meetings related to EI; supervises Finance staff who perform EI Invoice review, EI Billing input, EI invoice processing and payments; setup Budgets; submit billing monthly to Colorado Department of Early Childhood (CDEC).	Full-Time	40	\$ 110,576	\$ 26,844	7.00%	\$ 9,619	
Sub-Total Administration (including fringe benefits)							\$88,997	
Revenue Offset - Targeted Case Management (TCM)							\$0	
Revenue Offset - Early Intervention Services Trust (EIST)							\$24,000	
Revenue Offset - Public Insurance							\$0	
Revenue Offset - Other Funding Sources							\$0	
Total CDEC Funding (EI)							\$64,997	
Personnel Services - Salaried Employees								
SFY 2025								
Position Title	Description of Work and Fringe includes: Payroll Taxes; Worker's Comp; Health Ins; EAP; FAMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	FTE Status	Number of Hours Worked Per Week	Gross or Annual Salary	Fringe	Percent of Time on Project	Total From All Funding Sources	
Service Coordination								
Support Services Case Management Director	Supervises Part C Coordinator in addition to overseeing State General Fund Programs and several Medicaid Waiver programs.	Full-Time	40	\$ 107,687	\$ 26,479	7.00%	\$9,392	
Part C (Federal Funds) Coordinator (salary)	Oversees and Manages Early Intervention Program	Full-Time	40	\$ 79,049	\$ 22,856	100.00%	\$101,905	
Service Coordinator 1	Service Coordinator includes assuring rights & procedural safeguards, developing the individualized family service plan (including family assessment), assisting with conflict free provider selection process; monitoring of IFSP, advocacy to children and families, parent satisfaction with services, and explaining funding hierarchy; finding community resources not provided through EI; may participate in Autism Collaboration Group, Infant Support Team; Go4it expectations.	Full-Time	40	\$ 34,303	\$ 5,485	100.00%	\$39,788	
Service Coordinator 2 - termed 8 20 24	See Service Coordinator 1	Full-Time	40	\$ 7,432	\$ 2,373	100.00%	\$9,805	
Service Coordinator (SC) 2 - replace termed SC 2 - start 7/15/24 (overlap approved)	See Service Coordinator 1	Full-Time	40	\$ 48,164	\$ 16,064	100.00%	\$64,228	

Service Coordination							
Service Coordinator 3	See Service Coordinator 1	Full-Time	40	\$ 50,356	\$ 7,889	100.00%	\$58,245
Service Coordinator 4	See Service Coordinator 1	Full-Time	40	\$ 49,997	\$ 7,471	100.00%	\$57,468
Service Coordinator 5 - Bilingual	See Service Coordination 1 plus is available to provide Bilingual supports	Full-Time	40	\$ 52,632	\$ 7,829	100.00%	\$60,461
Service Coordinator 6	See Service Coordinator 1	Full-Time	40	\$ 50,247	\$ 7,502	100.00%	\$57,749
Service Coordinator 7	See Service Coordinator 1	Full-Time	40	\$ 50,736	\$ 17,902	100.00%	\$68,638
Service Coordinator 8	See Service Coordinator 1	Full-Time	40	\$ 53,098	\$ 19,485	100.00%	\$72,583
Service Coordinator 9	See Service Coordinator 1	Full-Time	40	\$ 52,329	\$ 19,388	100.00%	\$71,717
Service Coordinator 10	See Service Coordinator 1	Full-Time	40	\$ 51,522	\$ 7,664	100.00%	\$59,186
Service Coordinator 11	See Service Coordinator 1	Full-Time	40	\$ 53,548	\$ 19,552	100.00%	\$73,100
Service Coordinator 12	See Service Coordinator 1	Full-Time	40	\$ 55,518	\$ 8,212	100.00%	\$63,730
Service Coordinator 13 - Lead #1	Supervises Service Coordinators and also carries 1/2 a case load with same as Service Coordinator 1	Full-Time	40	\$ 63,429	\$ 20,906	100.00%	\$84,335
Service Coordinator 14 - Intake Specialist	Intake Specialist and also carries 1/2 a case load with same work as Service Coordinator 1	Full-Time	40	\$ 60,486	\$ 20,507	100.00%	\$80,993
Service Coordinator 15	See Service Coordinator 1	Full-Time	40	\$ 50,736	\$ 6,296	100.00%	\$57,032
Service Coordinator 16 - Lead #2	Supervises Service Coordinators and also carries 1/2 a case load with same as Service Coordinator 1	Full-Time	40	\$ 61,664	\$ 20,613	100.00%	\$82,277
Service Coordinator 17	See Service Coordinator 1	Full-Time	40	\$ 50,366	\$ 16,666	100.00%	\$67,032
Service Coordinator 18 - new Lead #3	Starts 12/1/2024 Supervises Service Coordinators and also carries 1/2 a case load with same as Service Coordinator 1	Full-Time	40	\$ 33,137	\$ 10,359	100.00%	\$43,496
Service Coordinator 19 - new SC	NEW est start 1/1/25 See Service Coordination 1 plus is available to provide Bilingual supports	Full-Time	40	\$ 25,954	\$ 8,626	100.00%	\$34,580
Translator (hourly part-time) #1	Spanish Translation for IFSP meetings. Max 25 hours per week. Fringe = Employer Federal Insurance Contributions Act (FICA) and Employer Contrib to 401k if eligible.	Part-Time	20	\$ 26,000	\$ 2,517	10.00%	\$2,852
Translator (hourly part-time) #2	See Translator (hourly part-time) #1	Part-Time	10	\$ 13,000	\$ 1,523	5.00%	\$726
Sub-Total Service Coordination (including fringe benefits)							\$1,321,318
Revenue Offset - Targeted Case Management (TCM)							\$410,000
Revenue Offset - Early Intervention Services Trust (EIST)							\$50,000
Revenue Offset - Public Insurance							\$0
Revenue Offset - Other Funding Sources							\$0
Total CDEC Funding (EI)							\$861,318
Personnel Services - Salaried Employees							SFY 2025
Position Title	Description of Work and Fringe includes: Payroll Taxes; Worker's Comp; Health Ins; EAP; FMLI; Short & Long-term Disability; Dental; 401k Company Match. Salary includes: PTO, Sick Time off and Holiday Pay; work from home stipend.	FTE Status	Number of Hours Worked Per Week	Gross or Annual Salary	Fringe	Percent of Time on Project	Total From All Funding Sources

Direct Services							
Translator (hourly non-exempt) #1	Spanish Translation for IFSP meetings. Max 25 hours per week. Fringe = Employer FICA and Employer Contrib to 401k if eligible.	Part-Time	20	\$ 26,000	\$ 2,517	80.00%	\$22,814
Translator (hourly non-exempt) #2	See Translator (hourly part-time) #1	Part-Time	10	\$ 13,000	\$ 1,553	25.00%	\$3,638
Early Intervention Purchasing and Contracts Specialist	Program Quality Assurance; Onboards Early Intervention Independent Contractors (IC) - which includes training; assuring all contract requirements are met and updated in Salesforce; communicates program changes, requirements, etc.; assists with training and seeks out ICs to meet needs of the program. Note: billing functions provided by this person are listed in the "Administrative" section	Full-Time	40	\$ 59,022	\$ 18,546	75.00%	\$58,176
Office Support	Manages Early Intervention Program Change Report and serves as the primary contact with Foothills Gateway, Inc (FGI) finance regarding admissions, terminations, numbers, and collaboration. *Pulls database reports for SCs to know of upcoming monthly meetings and tasks. *Maintains EI Case Load lists *Manages incoming referrals and set up of initial referral process *Manages referral log and maintains communication for status pending children. *Records data of referrals and puts together data reports regarding referrals when requested. *Sends Referral Status Update to referral source for new referral, closed, and eligible referrals. *Manages virtual filing system for all EI families (referral, active, and purged). *Take minutes for all meetings, including EI Team. *Receives and communicates with providers billing, and distributes charge forms. *Files all Early Intervention progress notes virtually. * Communicates with finance and State for questions. *Cross checks Medicaid eligibility and verifies with SC. *Processes and files insurance exemption forms and communicates data to Part C Coordinator.	Full-Time	40	\$ 43,570	\$ 18,075	100.00%	\$61,645
Sub-Total Direct Services (including fringe benefits)							\$146,273
Revenue Offset - Targeted Case Management (TCM)							\$0
Revenue Offset - Early Intervention Services Trust (EIST)							\$0
Revenue Offset - Public Insurance							\$0
Revenue Offset - Other Funding Sources							\$0
Total CDEC Funding (EI)							\$146,273
Personnel Services - Salaried Employees							SFY 2025
Position Title	Description of Work and	FTE Status	Number of	Gross or	Fringe	Percent of	Total From All
Intake and Referral Employees							
No costs shall be reimbursed by CDEC for this category							
Sub-Total Intake and Referral Employees (including fringe benefits)							\$0
Revenue Offset - Targeted Case Management (TCM)							\$0
Revenue Offset - Early Intervention Services Trust (EIST)							\$0
Revenue Offset - Public Insurance							\$0
Revenue Offset - Other Funding Sources							\$0
Total CDEC Funding (EI)							\$0
Personnel Services Funding Summary							
Total Personnel Services (including fringe benefits)							\$1,556,588
Revenue Offset - Targeted Case Management (TCM)							\$410,000
Revenue Offset - Early Intervention Services Trust (EIST)							\$74,000
Revenue Offset - Public Insurance							\$0
Revenue Offset - Other Funding Sources							\$0
Total CDEC Funding (EI)							\$1,072,588
Contractors/Consultants (payments to third parties or entities)							SFY 2025
Item	Description of Item			Allowable in Modified Total Direct Costs (MTDC) Calculation	Unallowable in MTDC Calculation		Total CDEC Funding (EI)
Various vendors	Interpreter Service for Service Coordinators meetings with families - for languages that are unusual such as Japanese / Vietnamese / Arabic / Hindi / Chinese / sign / letters and forms into Spanish			\$ 1,500.00	\$0		\$1,500
Total Contractors/Consultants				\$ 1,500.00	\$ -		\$1,500
Travel							SFY 2025
Item	Description of Item						Total CDEC Funding (EI)
Administration							
No costs shall be reimbursed by CDEC for this category							
Service Coordination							
Mileage	Mileage costs for service coordinator to travel to family home for regular visits which might include ensuring Rights & Procedural Safeguards of the family; IFSP development meetings; transition activities and global outcome rating meetings; and Evaluation and assessment activities. Note: they are NOT participating in direct services with providers. EI program not to exceed the Federal mileage rate listed at https://www.gsa.gov/travel-resources . * Any out of state travel costs must be pre-approved by CDEC						\$1,500
Mileage	2 Summits: Alliance Summit (1 staff) and Early Childhood Summit (both in Breckenridge)						\$350
Hotel / Per Diem	2 Summits: Alliance Summit Estimated 2 nights / lunch dinner day 1; none day 2; lunch day 3 (1 staff); Early Childhood summit no per diem						\$950

Direct Services		
Mileage	Mileage costs for interpreters to travel to family home for meetings with Service Providers and Families with the EI program not to exceed the Federal mileage rate listed at https://www.gsa.gov/travel-resources . * Any out of state travel costs must be pre-approved by CDEC	\$2,500
Intake and Referral		
	No costs shall be reimbursed by CDEC for this category	
Total Travel		\$5,300
Supplies & Operating Expenses		
		SFY 2025
Name	Description of Item	Total CDEC Funding (EI)
Administration		
Office Supplies	allocated based on # FTE and supply usage. Supplies include pens, paper, toner/ink and any other commonly purchased office supplies	\$1,500
Cellphones	Monthly charges for Purchasing and Contract Specialist	\$700
Employee Incentives	Incentives for Employee Rewards and Retention	\$100
Insurance	Liability insurance for EI program allocated by FTE	\$1,200
Building Usage: alloc to Pgm Admin	The building occupied by Foothills Gateway is owned by the organization and is allocated based on square footage - includes Depreciation, Utilities, Grounds Maint, HVAC Repairs, etc, Maintenance Personnel and Cleaning Staff.	\$5,800
Lease costs for office copier / fax	Office Copier/Fax Lease Exp	\$100
Information Technology (IT) costs for Program Admin	Includes IT Staff, IT Equip, Data Processing and Phones allocated to Pgm Admin (allocated based on number of computers used as a percent of total computers used by agency).	\$5,000
Management & General (M&G)	Overall Management for the organization or 12% of expenses. M&G includes but not limited to: HR (payroll process, hiring and onboarding of service coordinators and translators), Finance (accounts payable processing of employee expenses etc.), Public Relations (promotes and highlights all programs supported through Foothills Gateway including Early Intervention); Executive Management (front desk staff and Executive staff who support and promotes all programs, including Early Intervention).	\$12,408
Subtotal		\$26,808
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)		
Item	Description of Item	Total CDEC
	No costs shall be reimbursed by CDEC for this category	
Subtotal Items removed from MTDC		\$0
Subtotal for Administration Supplies & Operating		\$26,808
Service Coordination		
Business Cards	Distributed to Families and Service Providers - cost for new Service Coordinators @ \$50 each per year	\$300
Toner Cartridges for office printers	Office Printers used for printing out Billing Reports, IFSP notes, etc.	\$500
Employee Incentives	Incentives for Employee Rewards and Retention	\$300
Office Supplies	allocated based on # FTE and supply usage. Supplies include pens, paper, toner/ink, etc.	\$2,000
Equip for new Service Coordinator / Lead	New laptops - 2 needed; 2 Cellphones	\$3,740
Cellphones	Monthly Cellphone charges for supervisors, service coordinators and interpreters (22 total)	\$13,000
Liability Ins	based on FTE	\$5,000
Building Usage: alloc to Early Intervention	The building occupied by Foothills Gateway is owned by the organization and is allocated based on square footage - includes Depreciation, Utilities, Grounds Maint, Heating, Ventilation, and Air Conditioning (HVAC) Repairs, etc, Maintenance Personnel and Cleaning Staff.	\$18,000
Copier Lease	Office Copier Lease Exp	\$100
Professional Development	estimated \$200 per Service Coordinator * service coordinators and supervisors Early childhood or Professional Development Trainings. * Any out of state travel costs must be pre-approved by CDEC; memberships providing access to trainings and symposiums	\$3,250
Alliance Summit	One person to attend August, 2024 Summit Registration	\$325
Early Childhood Summit	Two people to attend June 2025 Summit Registration	\$600
IT costs allocated to Early Intervention	Share of IT staff and operating expenses allocated based on number of computers used (20 in EI with add'l staff)	\$79,000
DocuSign	Required electronic signatures for individuals enrolled in Medicaid - est 550 documents	\$1,600
Management & General	Overall Management for the organization or 12% of expenses. M&G includes but not limited to: HR (payroll process, hiring and onboarding of service coordinators and translators), Finance (accounts payable processing of employee expenses etc.), Public Relations (promotes and highlights all programs supported through Foothills Gateway including Early Intervention); Executive Management (front desk staff and Executive staff who support and promotes all programs, including Early Intervention).	\$174,220
Subtotal		\$301,935
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)		
Item	Description of Item	Total CDEC
	No costs shall be reimbursed by CDEC for this category	
Subtotal Items removed from MTDC		\$0
Subtotal for Service Coordination Supplies & Operating		\$301,935

Direct Services		
Office Supplies	allocated based on # Full time employee (FTE) and supply usage. Supplies include pens, paper, toner/ink and any other commonly purchased office supplies	\$500
Cellphones	Monthly charges for Purchasing and Contract Specialist	\$2,200
Employee Incentives	Incentives for Employee Rewards and Retention	\$100
Insurance	Liability insurance for EI program allocated by Full Time Employee (FTE)	\$100
Building Usage: allocated to Program Admin	The building occupied by Foothills Gateway is owned by the organization and is allocated based on square footage - includes Depreciation, Utilities, Grounds Maint, HVAC Repairs, etc, Maintenance Personnel and Cleaning Staff.	\$3,750
Professional Development	est \$200 per Service Coordinator * service coordinators and supervisors Early childhood or Professional Development Trainings. * Any out of state travel costs must be pre-approved by CDEC; memberships providing access to trainings and symposiums	\$500
IT costs allocated to Program Admin	Includes IT Staff, IT Equipment, Data Processing and Phones allocated to Program Admin (allocated based on number of computers used as a percent of total computers used by agency).	\$7,450
Management & General (M&G)	Overall Management for the organization or 12% of expenses. M&G includes but not limited to: HR (payroll process, hiring and onboarding of service coordinators and translators), Finance (accounts payable processing of employee expenses etc.), Public Relations (promotes and highlights all programs supported through Foothills Gateway including Early Intervention); Executive Management (front desk staff and Executive staff who support and promotes all programs, including Early Intervention).	\$19,604
Subtotal		\$34,204
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)		
Item	Description of Item	Total CDEC
	No costs shall be reimbursed by CDEC for this category	
Subtotal Items removed from MTDC		\$0
Subtotal for Direct Services Supplies & Operating		\$34,204
Intake and Referral		
Subtotal		\$0
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)		
Item	Description of Item	Total CDEC
	No costs shall be reimbursed by CDEC for this category	
Subtotal Items removed from MTDC		\$0
Subtotal for Intake and Referral Supplies & Operating		\$0
Total Supplies & Operating		\$362,947
Total Direct Costs Funding Summary		
TOTAL DIRECT COSTS		\$1,926,335
Revenue Offset - Targeted Case Management (TCM)		\$410,000
Revenue Offset - Early Intervention Services Trust (EIST)		\$74,000
Revenue Offset - Public Insurance		\$0
Revenue Offset - Other Funding Sources		\$0
Total CDEC Funding (EI)		\$1,442,335
Modified Total Direct Costs Funding Summary		
MODIFIED TOTAL DIRECT COSTS (MTDC)		\$1,926,335
Revenue Offset - Targeted Case Management (TCM)		\$410,000
Revenue Offset - Early Intervention Services Trust (EIST)		\$74,000
Revenue Offset - Public Insurance		\$0
Revenue Offset - Other Funding Sources		\$0
Total CDEC Funding (EI)		\$1,442,335
Indirect Costs		
Item	Description of Item	Total CDEC Funding (EI)
Indirect Rate	No costs in this category shall be reimbursed by CDEC - Vendor elected to Direct Charge	\$0
Total Indirect		\$0
Total Contract Funding Summary		
TOTAL		\$1,926,335
Revenue Offset - Targeted Case Management (TCM)		\$410,000
Revenue Offset - Early Intervention Services Trust (EIST)		\$74,000
Revenue Offset - Public Insurance		\$0
Revenue Offset - Other Funding Sources		\$0
Total CDEC Funding (EI)		\$1,442,335

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



ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

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

2. GOALS AND OBJECTIVES

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

3. COPY OF SUBCONTRACT

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

4. PAYMENT

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

- A.** The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.
- B.** Payment shall be made on a cost reimbursement basis for services rendered.
- C.** It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. **ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.**
- D.** **IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC.** If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- E.** Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to CDEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.



- F.** The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- G.** It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- H.** At no time shall CDEC have the expectation that services be delivered without reimbursement.
- I.** All services shall be billed to the appropriate funding sources, including Medicaid. If a hard denial is received, CDEC shall be the payer of last resort.
- J.** 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. 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.

10. MANDATED REPORTING

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



11. EARLY INTERVENTION DIRECT SERVICES GENERAL ACCOUNTING ENCUMBRANCE (GAE)

Payment for Early Intervention Direct Services to all contractors shall be made as incurred, in whole or in part, from the total available funds to be utilized for Direct Services that includes:

- Assistive Technology services;
- Audiology Services;
- Developmental Intervention Services;
- Health Services;
- Medical Services;
- Nursing Services;
- Nutrition Services;
- Occupational Therapy Services;
- Physical Therapy Services;
- Psychological Services;
- Service Coordination;
- Sign Language and Cued Language Services;
- Social Emotional Services;
- Speech Language Pathology Services;
- Transportation Services;
- Vision Services;
- Evaluations;
- Co-pays;
- No-shows;
- Provider travel;
- Interpreter Services;
- IFSP meetings;
- Salaries and benefits for Direct Services
- Salaries and benefits for Service Coordination;
- Teaming;
- Assessments;
- Telehealth

These funds support early intervention services to eligible infants, toddlers, and their families which are provided in accordance with Section 27-10.5-701, C.R.S.; federal regulations, 34 C.F.R., Part 303, Early Intervention Program for Infants and Toddlers with Disabilities; and Rules and Regulations 12 CCR 2509-10, Sections 7.900-7.994.

- A. Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
- B. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
- C. In order to receive reimbursement for any Direct Services, Contractor shall submit a request for anticipated expenses into the data system for pre-approval. The request shall be made and approval received 30 days prior to the delivery of services.
- D. Contractor shall not bill costs related to the Contract Budget (**Exhibit B**) to the GAE.
- E. Invoices shall be submitted separately for pre-approved Early Intervention Direct Services expenditures.
 - i. The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us.



12. INSURANCE

A. CYBER/NETWORK SECURITY AND PRIVACY LIABILITY (SHALL BE ADDED TO VERSION 07.2022 PAGE 15 SECTION 10.M. OF THE ORIGINAL CONTRACT)

Notwithstanding any language to the contrary contained within this Agreement, Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality, or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.
- iii. Notwithstanding sections (i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.
- iv. Notwithstanding sections (i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

B. AUTOMOBILE LIABILITY (SHALL BE ADDED TO SECTION 10.C. OF THE ORIGINAL CONTRACT)

- i. Early Intervention Subcontractors Automobile liability insurance covering any auto (including owned, hired and non-owned autos) that are not transporting employees or clients on behalf of the State, shall have a minimum limit of at least \$250,000/\$500,000 each accident combined single limit.

C. PROTECTED INFORMATION (REPLACES SECTION 10.D. OF THE ORIGINAL CONTRACT)

Notwithstanding any language to the contrary contained within this Agreement, Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality, or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.
- iii. Notwithstanding sections (i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.
- iv. Notwithstanding sections (i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

13. GIFT CARDS

- A. To comply with federal guidelines, purchasing gift cards with funds from CDEC contract funds is not allowed. Please see citations [45CFR75.406](#) and [45CFR75.302.A](#) for more information.