

## CONTRACT AMENDMENT #2

<b>State Agency</b> Colorado Department of Early Childhood 710 South Ash Street, Building C Glendale, CO 80246	<b>Original Contract Number</b> 23 QAAA 176347
<b>Contractor</b> Developmental Disabilities Resource Center 11177 West 8th Lakewood, CO 80215	<b>Amendment Contract Number</b> 24 QAAA 182446
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 2023 \$659,850	<b>Contract Performance Beginning Date</b> July 1, 2022
Extension Terms State Fiscal Year 2024 \$659,950	<b>Current Contract Expiration Date</b> June 30, 2024
Total for All State Fiscal Years \$1,319,800	

**Signature Page begins on next page →**



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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> Developmental Disabilities Resource Center</p>  <p>DocuSigned by: <i>Susan Hartley</i></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>By: Susan Hartley, Board President</p>  <p>Date: 5/31/2023</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 Castiglia</i></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>By: Lisa Castiglia, Deputy Chief Financial Officer</p>  <p>Date: 5/31/2023</p>
<p>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.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>DocuSigned by: <i>Toni Williamson</i></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>By: Andrea Eurich / Toni Williamson / Telly Belton</p>  <p>Amendment Effective Date: 6/1/2023</p>	

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



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## 1. PARTIES

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

## 2. TERMINOLOGY

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

## 3. AMENDMENT EFFECTIVE DATE AND TERM

### A. Amendment Effective Date

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

### B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

## 4. PURPOSE

Provide early intervention services to eligible infants, toddlers, and their families, which are provided in accordance with Section 27-10.5-701, C.R.S. and Rules and Regulations 12 CCR 2509-10, Sections 7.900-7.994, as currently exist or may hereafter be promulgated or amended, and federal regulations, 34 C.F.R., Part 303, Early Intervention Program for Infants and Toddlers with Disabilities. This Amendment shall extend the contract expiration date for SFY24, increase funds for SFY24, and amends Exhibits A and B.

## 5. MODIFICATIONS

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

### A. **Extend the Contract Expiration Date from June 30, 2023 to June 30, 2024.**

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

### B. **Increase the Contract Amount for SFY24 by \$659,950 and Increases the Maximum Amount for All State Fiscal Years from \$659,850 to \$1,319,800.**

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.



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**C. Exhibit A- Statement of Work**

Exhibit A- Amendment #2, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

**D. Exhibit B – Additional Provisions**

Exhibit B – Amendment #2, which is attached and incorporated by this Amendment, shall replace Exhibit B – Amendment #1 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.



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**Exhibit A – Amendment #2**

## **STATEMENT OF WORK (SOW) EARLY INTERVENTION EVALUATIONS**

**DEVELOPMENTAL DISABILITIES RESOURCE CENTER  
11177 W. 8TH  
LAKEWOOD, CO 80215**

**JULY 1, 2023-JUNE 30, 2024**

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**Exhibit A – Amendment #2****INTRODUCTION/BACKGROUND**

The Early Intervention Colorado program is located within the Colorado Department of Early Childhood (CDEC), which is designated as the lead agency for Part C of the Individuals with Disabilities Education Act (IDEA).

The EI Colorado program is responsible for carrying out Child Find activities under Part C of IDEA. These activities include referral, intake, and the multidisciplinary evaluations of children birth through age 2 to determine eligibility for early intervention services. Contractors are responsible for providing multidisciplinary team evaluations in the area(s) designated within their contract.

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

The contract sets forth the requirements to be met by the Contractor for satisfactory contract performance and specifies those remedies that may be invoked in the event that the Contractor does not comply with the terms of the contract.

**SCOPE OF WORK**

The Contractor shall provide multidisciplinary evaluations within a specified geographic region to determine eligibility for EI services, as defined in the state and federal statutes, regulations, and procedures. With approval from EI Colorado, contractors may be approved to complete evaluations throughout the state as needed.

**PERIOD OF PERFORMANCE**

The period of performance for this SOW is from July 1, 2023 until June 30, 2024

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**Exhibit A – Amendment #2****WORK PLAN**

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:		Contractor shall provide multi-disciplinary team evaluations, determine eligibility, and document evaluation results for all referred children in their catchment area within specified state and federal timelines. Evaluations shall be completed within 21 days of referral to the Contractor. Catchment area for this contract is: Clear Creek, Gilpin, Jefferson, Summit Counties			
Key Activity A: Fiscal Management					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Ensure timely submission of invoices.	July 1, 2023 – June 30, 2024	Invoices shall be submitted monthly through the EI Provider Portal 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.	Contract staff Billing Personnel	Fixed Cost
Invoice Medicaid evaluations of all Medicaid enrolled children.	July 1, 2023 – June 30, 2024	Children who are Medicaid enrolled shall have their evaluations billed to Health First Colorado according to applicable Health Care Policy and Financing Guidelines.	Children who are billed to Medicaid shall not be billed to this contract unless a rejection letter from Medicaid has been received and document in the EI Provider Portal.	Contract Staff Billing Personnel	Fixed Cost
Key Activity B: Data System Requirements					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Input schedule of evaluation teams into the EI Data system according to EI program designated timeframes (typically 3 months in advance).	July 1, 2023 – June 30, 2024	Contractor shall have all available evaluation teams entered by EI Colorado designated timelines to cover time designated periods of time.	EI Colorado program staff shall monitor that available evaluation slots are submitted in a timely manner.	Designated party within contracting agency	Fixed Cost
Input evaluation results, including eligibility determination into the EI Data system within 3 days of the evaluation, preferably before day 21 after referral	July 1, 2023 – June 30, 2024	Contractor shall enter evaluation results and eligibility determination in EI Data system within 3 days of evaluation.	Complete documentation of evaluation results and eligibility shall be documented in the EI Data system.	Evaluators	Fixed Cost
Notify the family of eligibility results within one business day.	July 1, 2023 – June 30, 2024	Contractor shall notify the family of eligibility within one business day.	Family shall be informed of eligibility in a timely manner	Evaluators	Fixed Cost



<b>Key Activity C: Multidisciplinary Team Evaluations</b>					
<b>Tasks</b>	<b>Time Period</b>	<b>Deliverable</b>	<b>Measurement</b>	<b>Person(s) Responsible</b>	<b>Budget Category</b>
Multidisciplinary Team members shall have completed required EI Colorado trainings, including but not limited to Telehealth, EI Provider Training, and Family Rights and Procedural Safe prior to being scheduled to see children.	July 1, 2023 – June 30, 2024	Contractor shall have staff that have completed required trainings prior to meeting with families and children.	Applicable certificates shall be uploaded into the Provider Portal	Evaluators	Fixed Cost
Parents shall be informed of their family rights and procedural safeguards	July 1, 2023 – June 30, 2024	Evaluations shall be conducted after it has been ascertained that parents were notified and consent was obtained. Parents shall be informed of their rights as part of the eligibility determination process.	Parent acknowledgement shall be documented via verbal or written consent.	Evaluators	Fixed Cost
Hearing and vision screenings shall be completed using state determined methods	July 1, 2023 – June 30, 2024	Hearing and Vision screenings shall be conducted and results documented on the child's record.	Hearing and vision screening fields in the EI Data system shall contain the results of the screening	Evaluators	Fixed Cost
Multidisciplinary team evaluations, with at least one member in the child's primary are of concern shall be conducted using state approved tests and results entered into the child's record in the EI Data system.	July 1, 2023 – June 30, 2024	Evaluations shall be conducted and documented in the EI Data system.	Contractors shall be paid only for evaluations in which all required fields are completed.	Evaluators	Fixed Cost
For children and families who speak a language other than English, contractors shall coordinate with interpreter services to ensure the child and family are assessed in their native language.	July 1, 2023 – June 30, 2024	Evaluations shall be conducted utilizing an interpreter for non-English speaking families (unless the evaluation team speaks the family's native language).	Data from the EI Data system on family language shall be cross-referenced with interpreter billing.	Evaluators	Fixed Cost





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## Exhibit A – Amendment #2

### SCHEDULE/MILESTONES

The contracted agency shall provide multidisciplinary evaluations for all scheduled children within 21 days of referral to the Contractor, unless a family circumstance prohibits it, by June 30<sup>th</sup>, 2024. Monthly invoicing through the EI Provider Portal shall indicate the number of completed evaluations, and any no-shows and/or interpretation costs.

### PAYMENT SCHEDULE

MONTH	DESCRIPTION	AMOUNT
Invoice monthly through the Provider Portal	Evaluations - \$500 each up to an estimate of 1,714 – 514 (30% Medicaid offset) = 1,200 x \$500	\$600,000
Invoice monthly through the Provider Portal	No-shows - \$100 each up to an estimate of 20% of total referrals (1,714 x 20% = 343 x \$100)	\$34,300
Invoice monthly through the Provider Portal	Interpreter services – Invoiced at the <b>actual incurred expense</b> of interpretation up to an estimate of 10% of total referrals (1,714 x 10% = 171) at an average rate of \$150 per evaluation	\$25,650
	<b>TOTAL</b>	<b>\$659,950.00</b>

### ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Colorado Department of Early Childhood (CDEC), Early Intervention Colorado program. The Director, or designee, 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 Early Intervention Colorado Director, or designee, shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.



## 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 on page 1 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 Fixed Price basis for services rendered.
- C. 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.
- D. 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](mailto: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.
- E. 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.



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## **Exhibit B – Amendment #2**

- F.** It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.

### **5. 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. 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.

### **8. 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>.

### **9. CYBER/NETWORK SECURITY AND PRIVACY LIABILITY (REPLACES CONTRACT WIZARD VERSION 4.07 PAGE 15 SECTION 10(G))**

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.



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## Exhibit B – Amendment #2

- 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.

### 10. 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.

### 11. SAM.GOV REQUIREMENT FOR STATE FUNDED CONTRACTS

- C. Individuals who are excluded from participation in federal health care programs are also prohibited from participating in federal government procurement and non-procurement programs according to title 2 of the Code of Federal Regulations ([CFR](#)) § [376.147](#) and [42 CFR part 1001](#), which clarifies that this applies to individuals and entities.
- D. Any individual or entity excluded from participation in Medicare, Medicaid, and other Federal health care programs under Title XI of the Social Security Act, [42 U.S.C. 1320a-7](#), [1320a-7a](#), [1320c-5](#), or [1395ccc](#), and implementing regulation at [42 CFR part 1001](#), will be subject to the prohibitions against participating in covered transactions, as set forth in this part and part 180, and is prohibited from participating in all Federal Government procurement programs and non-procurement programs.
- E. Contractor shall have a formal written policy regarding SAM.gov checks for all staff upon hiring and not less than annually including procedures for maintaining records of the evidence of this check.