AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment; Gunnison-Hinsdale Early Childh

Action Requested: County Manager Signature

Parties to the Agreement: BOCC & CO Dept Human Services

Term Begins: 7/1/16 **Term Ends:** 6/30/2017 **Grant Contract #:**

Summary:

Current Early Childhood Council award of $74,222 for all bundled programs (Systems Bldg., RTT and CCAP) will receive additional funds of $11,235 for total of $85,457 for fiscal year to work for Quality Improvement Assets.

Fiscal Impact: additional $11,235

Submitted by: C Worrall **Submitter's Email Address:** cworrall@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Will include in final budget documents. no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/21/2016

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 10/27/16

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 10/28/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/28/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 11/1/2016

Revised April 2015

Exhibit D – Amendment #1

Additional Provisions

~~**A. Order of Precedence**~~

~~1. Order of Precedence: In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:~~
~~a. Colorado Special Provisions, pages 14 to 15.~~
~~b. Contract, pages 1 to 2.~~
~~c. General Provisions, pages 3 to 13.~~
~~d. Additional Provisions **(EXHIBIT D)**, pages 1 to 10.~~
~~e. **EXHIBIT B** (Contractor's Statement of Work)~~

~~2. The parties understand and agree that the order of precedence set forth in this provision shall control over any conflicting order that may be prescribed in paragraph D of the contract General Provisions.~~

A. Contract Provisions:

1. In accordance with **EXHIBIT B**, the contractor shall comply with the following requirements for programs and services:

~~a. Distribute online Annual Collaboration Survey to all Early Childhood Council members and encourage members' full participation in survey completion.~~

~~b. One individual with leadership responsibilities in the local council must attend at least 5 of the 6 scheduled Early Childhood Council Leadership Alliance meetings that occur during each contract year.~~

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

~~d.~~b. Agree to participate in relevant technical assistance activities which may include, ~~but~~and are not limited to, the following:
- Participate in a planning process with an assigned Lead State Staff member to identify and address technical assistance needs;
- Connect (via telephone, e-mail, and/or face-to-face) with an assigned Lead State Staff member; and/or,
- Participate in site visits with assigned Lead State Staff.

~~e.~~c. The contractor shall perform~~, at a minimum, one of~~ the following child care quality and availability improvement activities, in accord with the contractor's approved work plan and budget in **EXHIBITS B and C**.

~~• Provide needs assessment and planning of community based child care and education efforts which promote CCDF goals;~~

~~• Build public-private partnerships and business involvement in child care;~~

~~• Child care program start-up activities;~~

~~• Expansion of child care space in existing facilities;~~

~~• Provide grants and loans to child care providers to assist them in meeting applicable~~

~~state, local and/or tribal child care standards, including applicable health and safety requirements; grants and loans to promote start-up and expansion of child care and to expand the number of children served;~~

- ~~Improve the monitoring of, compliance with and enforcement of applicable state, local and/or tribal requirements under the federal regulations;~~

- ~~Provide comprehensive consumer education activities for parents and the public;~~

- ~~Provide activities that increase parental choice;~~

- ~~Operate directly or provide financial assistance to organizations for the enhanced development, establishment, expansion, operation and coordination of resource and referral programs specifically related to child care;~~

- Increase Quality in licensed child care programs serving children ages zero to five where practices and programs reach the highest levels of quality
- Increase/enhance the number of formal agreements between Early Childhood Council and other community early childhood partners related to the Early Childhood Colorado Framework
- Increase awareness and technical assistance support to licensed child care programs within the community regarding the Colorado Shines Quality Rating and Improvement System;
- Administer quality improvement funding to licensed programs completing Level 2 and/or Level 3-5 requirements within the Colorado Shines Quality Rating and Improvement System

- Provide training and technical assistance in one or more of the following child care areas;
  - Increasing quality in licensed child care facilities
  - Understanding and using Colorado Shines
  - Providing subject matter expertise to county human/social services departments regarding tiered CCCAP reimbursement rates
  - Provide activities that increase parental choice
  - ~~Health and safety;~~
  - ~~Nutrition;~~
  - ~~First aid;~~
  - ~~Recognition of communicable diseases;~~
  - ~~Child abuse detection and prevention; or~~
  - ~~Care for special needs children.~~

- ~~Provide activities that improve salaries and other compensation, e.g., fringe benefits, for full-and part-time staff who provide child care services;~~

- ~~Create coordinated care systems such as wraparound, full-day, full-week, full-year care. This may also include the creation of transportation systems to support these services and projects linking child care and Head Start or other pre-kindergarten programs;~~

- ~~Minor renovation of facilities to meet licensing requirements;~~

- ~~Develop and implement teen parent programs or weekend/evening or sick child care~~

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~~programs; or,~~

- ~~Expand provider training and innovative recruitment/retention strategies.~~

~~f.~~d. The contractor shall use grant funds only for those activities that result in the creation of new child care options and/or enhancing and expanding current child care options and quality.

~~g.~~e. The contractor shall operate the grant within the confines of the federal child care rules and regulations in **EXHIBIT E** as these regulations currently exist or as they may be amended during the term of this Contract.

~~h.~~f. The contractor shall not use funds to supplant or replace funds currently being used, planned, or committed, for child care activities. Grant funds shall not be used to replace existing program revenues.

~~i.~~g. The contractor shall start funded activities within 30 days of receiving a signed contract.

~~j.~~h. In administering the grant program and funds, the contractor shall prioritize:

i. making effective use of community resources, and

ii. meeting the needs of low-income parents and families having children with special needs who are eligible for child care under federal child care regulations,

iii. providing high quality programs, which create an environment that enhances the age-appropriate, educational, social, cultural, emotional and recreational development of children.

~~k.~~i. Funds shall not be used for direct subsidies/scholarships for child care or for general administrative support services which are not directly related to this quality expansion grant.

~~l.~~j. The contractor shall cooperate with state and/or federal monitoring of the contractor's program and costs.

~~m.~~k. The contractor shall not use funds for the following activities:

- to purchase or improve land,
- to purchase vans, trucks, or automobiles;
- to purchase, construct or permanently improve any building or facility.

~~n.~~l. The contractor shall not engage in activities intended to extend or replace regular academic programs or for tuition (in grades 1-12) or for related expenses for academic programs.

~~C.~~B. Qualified Staff

~~1.~~2. The contractor shall provide qualified staff person(s) to administer and oversee the Contract and the appropriate and lawful selection of the subcontractors, through a lawful procurement process, awardance of sub-contracts and approved funds, ongoing oversight of the appropriate sub-contractor obligations and expenditures of said funds, data gathering, reporting and audit acceptable procedures.

~~D.~~C. Expenditures and Invoices

~~1.~~2. The contractor shall spend all encumbered funds by June 30, 2017 in accordance with Federal

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Rules governing Child Care Development Funds and Race to the Top Early Learning Challenge Funds.

~~2.~~3. The contractor shall submit monthly invoices to the State in a format specified and provided by the State.

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~~E.~~D. Reporting

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1. The contractor shall provide the State with brief quarterly programmatic and financial progress reports, a final program report and a final financial report which includes discussion of sub-contractor and/or other lower tier participant activities and costs.

   a. The brief programmatic progress reports shall be due within 30 days after the end of the quarter. The report include, at a minimum, a brief status update on the contractor's progress on the overall program of services as enumerated in **EXHIBIT B**, activity/service report for the quarter, outreach and public awareness activities to inform low-income families about the project; any significant problems and barriers which may have arisen and which might impact the program of services; significant innovations; copies of products or reports generated during the reporting period; and a brief list of activities planned for the next reporting period. These reports shall be provided in a format and according to specifications to be provided to the contractor by the State.

   b. The final program report shall be due by July 31, 2017 for the period of July 1, 2016 - June 30, 2017 and shall include the following information:

      i. The contractor shall include in the final program report a description of all accomplishments and programs of service as enumerated in **EXHIBIT B**, any significant problems and barriers which impacted development or completion of the program of services; a final activity/service outcome report, significant innovations; a list of products or reports generated during the project; and how child care availability and/or quality were increased under the project. These reports shall be provided in a format and according to specifications provided to the contractor by the State.

      ii. The contractor shall also provide in the final program report other information available and requested by the State during the year and any additional information that might be required pursuant to changes in federal reporting requirements governing the use of these funds. The contractor shall confer with the Director of the State Division of ~~Child Care (DCC)~~Early Care and Learning (DECL), or the Director's designee, as deemed appropriate by the State or at the request of the contractor, to allow for open discussions of progress, problem(s) encountered, and problem(s) solutions.

   c. The final financial report shall be due by July 31, 2017 for the period of July 1, 2016 - June 30, 2017 and shall include the following information:

      ~~a.~~i. The financial data shall include the actual costs for the program services and the actual costs of specific activities to build child care capacity, including increasing quality, and improve the availability of child care, within the budget limitations and categories specified on **EXHIBIT B**.

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~~2.~~3. The contractor shall confer with the Director of the State Division of ~~Child Care (DCC)~~Early Care and Learning, or the Director's designee, as deemed appropriate by the State or at the request of the contractor, to allow for open discussions of progress, problem(s) encountered, and problem(s) solutions.

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~~F.~~E. Federal Child Care Rules and Regulations Compliance

1. The contractor shall operate the Program(s) within the express confines of the federal child care rules and regulations, 45 CFR Part 98 and 99, as amended, governing the use of these funds; copies of these documents, which are in the possession of each party, are hereby incorporated herein by this reference. The contractor acknowledges by its signature on this contract that these rules and regulations will be explained to and/or incorporated into all subcontractor and/or other lower tier participant agreements or contracts as appropriate. The contractor and all subcontractors shall operate the Program(s) in accord with any new federal and/or State Rules and Regulations applicable to this contract which may hereafter be promulgated by the State and/or federal government during the term of this contract, upon notification by the State, as deemed appropriate by the State and in consultation with the contractor.

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~~G.~~F. Acknowledge Receipt of Publications

1. The contractor and all sub-contractors shall publicly acknowledge and include an acknowledgment in publications and/or written materials developed and disseminated through funding available under this Contract that funding was provided by the Colorado Department of Human Services, Division of ~~Child Care~~Early Care and Learning, as the lead agency in Colorado for administering Child Care and Development Fund funds available through the U.S. Department of Health and Human Services.

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~~H.~~G. Certification Regarding Environmental Tobacco Smoke

1. Public Law 103-227, Part C- Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (ACT), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided by private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the contractor certifies that it will comply with the requirements of the Act. The contractor further agrees that it will require the language of this certification be included in any subawards which contain provisions for children's services and that all subgrantees shall certify and perform accordingly.

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~~I.~~H. Reallocation of Budget Line Items

1. The amount of funds allocated to each line item of the budget may be reallocated upon written request of the contractor and the subsequent written approval of the State, subject to the limitation of the Compensation/Maximum Payable clause. Any changes to the Budget shall not exceed the total amount of the contract as described on page one of the contract.

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~~J.~~I. Loss of Federal Participation

1. In any case where the contractor's failure to perform in accordance with this Contract results in a loss of federal financial participation (as in the case of a federal audit exception), the contractor will bear full financial responsibility for the loss and, if necessary, seek restoration of the funds. Financial responsibility shall also include payment of any legal expense incurred in the defense of such an audit exception. The State shall also have the right to implement other available remedial actions.

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~~K.~~J. Payment

1. 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 C**) and Additional Provisions, Section P. Funds for Quality Improvement Assets (QI) (**EXHIBIT D**), of this contract.
   - ~~a.~~i. The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.
   - ~~b.~~ii. Payment shall be made on a cost reimbursement basis for services rendered. Advances will not be approved except in documented situations of cash flow emergency, for a specified term, with the prior written approval of the State, and in accordance with State fiscal rules and procedures.
   - ~~c.~~iii. 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.
   - ~~d.~~iv. 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.
   - ~~e.~~v. Final payment shall be made upon completion, submittal, and acceptance of a Final Financial Fiscal Report and the Final Program Report as described in Paragraphs II.D.1.b.i. and II.D.1.b.ii., respectively.

~~L.~~K. Monthly Invoicing, Budget Narrative, Audit Requirements

1. This contract is a "Cost Reimbursement" contract-- allowable and reasonable costs incurred by the Early Childhood Council are reimbursed in accordance with the terms of the Contract~~, OMB Circulars A-122, A-87, A-21, A-133 and State Fiscal Rules (if received state funds)~~.

~~2. OMB A-122 "Cost Principles for Non-Profit Organizations"~~

~~3. OMB A-87 "Cost Principles for State, Local, and Indian Tribal Governments" OMB A-21 "Cost Principles for Educational Institutions"~~

~~4. OMB A-133 "Audits of State, Local Governments, and Non-Profit Organizations"~~

~~5.~~2. The Colorado Department of Human Services (CDHS), Office of Early Childhood (OEC) staff will monitor this contract for the proper expenditure of funds and to assure that expenditures are reasonable, necessary and allowable for the OEC programs.

~~6.~~3. The Early Childhood Council understands and agrees that an approved budget amendment is required for any budget category change that exceeds 10% of the overall budget. This budget amendment requirement shall be submitted to OEC in written form for OEC approval, prior to invoicing with any changes. A budget amendment will be required if the Early Childhood Council wishes to invoice for expenditures that were not included in the approved contract budget.

~~7. The Early Childhood Council understands that a Single Audit is required by the Office of Management and Budget (OMB), Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" if an entity expends federal awards of $500,000 or more annually. The amount of federal~~

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~~awards your agency received from all sources should be combined each year to determine whether a Single Audit is necessary. If a single audit is required please send a copy to the CDHS, Audit Division.~~

~~8.~~4. CDHS Audit Division, 4126 S. Knox Ct. Denver Colorado 80236 or ~~cheryl.wilmer@state.co.us~~Irina.Gorbun@state.co.us.

~~9.~~5. The Early Childhood Council agrees to properly document compensation for personal services expenditures in accordance the Federal Cost Circular that applies to the agency. For example, for nonprofit agencies, the distribution of salaries and wages to awards must be supported by personal activity reports, the reports must reflect after the fact determination of the actual activity for each employee, and be maintained for all staff members whose compensation is charged in whole or in part directly to the OEC program (Page ~~3~~7: Sample Personnel Activity Record).

~~10.~~6. The Early Childhood Council shall submit monthly invoices to the state in a format specified and approved by the State. The Early Child Council shall maintain supporting documentation for all expenditures, included in the monthly invoice. Documentation may be requested by DEC staff beginning with the first invoice submitted after contract approval. Financial statements and records must be available for audit purposes. Early Childhood Councils are required to keep copies of the supporting documentation on file to support monthly invoices.

~~11.~~7. Documentation must consist of actual invoices that include the pro-rata share of how the expenditures were allocated across the Early Childhood Council funding sources (if the expenditure benefits more than one program). ~~(Page 4: Suggested Basis of Cost Distribution).~~ The invoices must also contain a detailed description of the goods or services purchased and be properly authorized.

~~12.~~8. The Early Childhood Council shall maintain records that appropriately document expenditures charged to the grant, including, but not necessarily limited to:

EXPENDITURE	DOCUMENTATION
Personnel costs	Timesheets and Personnel Activity Reports (can be combined if they include all the required information)
Fringe benefits	Payroll records or other documentation of the cost of actual benefits
Travel	Mileage logs, hotel, meal, airline receipts, etc.
Meetings (if allowable see terms of the contract ~~and OMB Cost Circulars~~)	Vendor invoices, list of attendees and associated organization, meeting agenda and explanation of how the meeting fulfills the objectives of the contract/grant
Supplies and non-capitalized equipment	Invoices from vendors
Rent	Monthly rental invoices (note: generally Federal funds may be expended on depreciation and interest; however they may not be used for mortgage payments).
Communications	Vendor invoices
Conferences and training	Registration receipts, confirmation of registration, payment for all attendees, and a training agenda

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Greater Metro Independent Living Center

Participant Name	John Q. Coordinator
Period (From MM/DD/YYYY to MM/DD/YYYY)	07/22/2013 - 08/02/2013

Month	July 22 - August 3								Grant - ILC/OIB/SS					Subtotal
Day	22-Jul	23-Jul	24-Jul	25-Jul	26-Jul	27-Jul	28-Jul	29-Jul	30-Jul	31-Jul	1-Aug	2-Aug	3-Aug	
Hours Spent on Creating Plans - ILC	2.0			1.0	8.0					2.0		3.0		16.0
Hours Spent on Advertising - ILC		1.0	2.0					4.0			4.0			11.0
Hours Spent on Visiting Clients -ILC														0.0
Total ILC	2.0	1.0	2.0	1.0	8.0	0.0	0.0	4.0	0.0	2.0	4.0	3.0	0.0	27.0
Hours Spent on Creating Plans - OIB				1.0										1.0
Hours Spent on Advertising - OIB	5.0	5.0							5.0	3.0				18.0
Hours Spent on Visiting Clients - OIB												2.0		2.0
Total OIB	5.0	5.0	0.0	1.0	0.0	0.0	0.0	0.0	5.0	3.0	0.0	2.0	0.0	21.0
Hours Spent on Creating Plans - SS		1.0		3.0					2.0					6.0
Hours Spent on Advertising - SS	1.0		3.0	3.0							4.0			11.0
Hours Spent on Visiting Clients - SS		1.0	2.0						1.0			3.0		7.0
Total SS	1.0	2.0	5.0	6.0	0.0	0.0	0.0	0.0	3.0	0.0	4.0	3.0	0.0	24.0
SUB-TOTAL WORK HOURS (Day)	8.0	8.0	7.0	8.0	8.0	0.0	0.0	4.0	8.0	5.0	8.0	8.0	0.0	72.0
Leave - Sick			1.0					4.0		3.0				8.0
Leave - Vacation													8.0	8.0
SUB-TOTAL LEAVE	0.0	0.0	1.0	0.0	0.0	0.0	0.0	4.0	0.0	3.0	0.0	0.0	8.0	16.0
TOTAL HOURS	8.0	8.0	8.0	8.0	8.0	0.0	0.0	8.0	8.0	8.0	8.0	8.0	8.0	88.0

Percent of Direct Program Work Time = (Total Program Hrs/Subtotal Work Hours)
ILC - 27/72 = 37.5%
OIB - 21/72 = 29.2%
SS - 24/72 = 33.3%

John Q. Coordinator's Salary - $2,000.00

ILC - $2,000.00*.375 = $750
OIB - $2,000.00*.292 = $584
SS - $2,000.00*.333 = $666

This is what we would expect see billed in each program area.

I hereby certify that the hours reported above were spent on the specified projects in accordance with the terms of the award, that they are true and accurate and that payment for the time worked has not been paid by nor will be billed to another project

Employee Signature John Q. Coordinator Date 8/5/13

I hereby certify that the hours reported by the participant identified above are true and accurate to the best of my knowledge and belief and are in accordance with the terms of the award

Supervisor Signature Thomas X. Manager Date 8/6/13

Exhibit D – Amendment #1

Source: **Implementation Guide For OMB A-87**

4.6.2 Suggested Bases for Cost Distribution

Listed below are suggested bases for distributing joint costs of central-type services to local government departments or agencies and to projects and programs utilizing these services. The bases are suggestions only, and should not be used if they are not suitable for the particular services involved. Any method of distribution can be used which will produce an equitable distribution of cost. In selecting one method over another, consideration should be given to the additional effort required to achieve a greater degree of accuracy.

Type of Service	*Suggested Bases for Allocation*
Accounting	Number of transactions processed
Auditing	Direct audit hours
Budgeting	Direct hours of identifiable services of employees of central budget
Buildings lease management	Number of leases
Data processing	System usage
Disbursing service	Number of checks or warrants issued
Employees retirement system administration	Number of employees contributing
Insurance management service	Dollar value of insurance premiums
Legal services	Direct hours
Mail and messenger service	Number of documents handled or employees served
Motor pool costs, including automotive management	Miles driven and/or days used
Office machines and equipment maintenance repairs	Direct hours
Office space use and related costs (heat, light, janitorial services, etc.)	Square feet of space occupied
Organization and management services	Direct hours, Square feet
Payroll services	Number of employees
Personnel administration	Number of employees
Printing and reproduction	Direct hours, job basis, pages printed, etc.
Procurement service	Number of transactions processed
Local telephone	Number of telephone instruments
Health services	Number of employees
Fidelity bonding program	Employees subject to bond or penalty amounts

~~M.~~L. Option Letter Provisions

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1. Option to extend the term:
   The State may require continued performance for a period of 1 year at the same rates and same terms specified in the Contract. If the State exercises the option, it will provide written notice to Contractor at least 30 days prior to the end of the current contract term in a form substantially equivalent to **EXHIBIT I**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original contract. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed 5 years.

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2. Option to increase or decrease quantities and total price:
   The State may increase or decrease the quantity of goods/services described in **EXHIBITS B and C** based upon the rates established in the Contract. If the State exercises the option, it will provide written notice to Contractor as least 30 days prior to the end of the current contract term in a form substantially equivalent to **EXHIBIT I**. Delivery/performance of the goods/service shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original contract.

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~~N.~~M. Copy of Subcontract

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1. 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.

~~O.~~N. Rights in Data, Documents, and Computer Software

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

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

~~P.~~O. Funds for Quality Improvement Assets (QI)

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1. Payment for Quality Improvement Assets (QI) to all contractors will be made as incurred, in whole or in part, from the total available funds not to exceed $663,000 for the QI portion of the Race to the Top program. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to QI funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of QI funds.

2. Invoices shall be submitted separately for pre-approved QI expenditures.

CONTRACT AMENDMENT

Amendment #1	Original Contract CMS # 17 IHIA 90547	Amendment CMS # 17 IHIA 95070

1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between **Gunnison County** (hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Colorado Department of Human Services, Office of Early Childhood, (hereinafter called the "OEC").

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) FACTUAL RECITALS

The Parties entered into the Contract, as Fiscal Agent for Gunnison-Hinsdale Early Childhood Council, to oversee and administer an Early Childhood Council to improve and sustain the availability, accessibility, capacity, and quality of early childhood services for children and families in its community. Early Childhood Councils provide supports for licensed programs required to participate in the Colorado Shines Quality Rating and Improvement System. This Amendment increases the Fiscal Year (FY) 17 contract amount and amends Exhibits C, D and H of the original Contract.

4) CONSIDERATION-COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for this Amendment. If applicable, such Special Provisions are attached hereto and incorporated by reference herein as **Exhibit N/A**.

5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) MODIFICATIONS.

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

a. Original Contract, Page 1

i. The "*Contract Price Not to Exceed*" and the "*Maximum Amount Available Per Fiscal Year*" of **$74,222** is increased by **$11,235** for a new "*Contract Price Not to Exceed*" and the "*Maximum Amount Available Per Fiscal Year"* amount of **$85,457**.

ii. An appropriation for Quality Improvement Assets (QI) is hereby added to this contract. The maximum amount payable for QI is subject to appropriated funds, not to exceed $663,000, which is split among other Early Childhood Council vendors. See Exhibit D, Section O. Funds for Quality Improvement Assets (QI).

iii. Page 1 of the Original Contract is hereby changed to read as follows:

CONTRACT PRICE NOT TO EXCEED:
$85,457*
MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR
FY17: $85,457*
* An appropriation for Quality Improvement Assets (QI) is hereby added to this contract. The maximum amount payable for QI is subject to appropriated funds, not to exceed $663,000, which is split among other Early Childhood Council vendors. See Exhibit D, Section O. Funds for Quality Improvement Assets (QI).

b. Exhibit C – Budget

Exhibit C–Amendment #1, which is attached and incorporated into this Amendment, replaces **Exhibit C** in the original contract.

c. Exhibit D – Additional Provisions

Exhibit D–Amendment #1, which is attached and incorporated into this Amendment, replaces **Exhibit D** in the original contract.

d. Exhibit H – Supplemental Provisions for Federal Awards
Exhibit H–Amendment #1, which is attached and incorporated into this Amendment, replaces **Exhibit H** in the original contract.

7) START DATE
This Amendment shall take effect on the later of its Effective Date or November 15, 2016.

8) ORDER OF PRECEDENCE
Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9) AVAILABLE FUNDS
Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

* **Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR **Gunnison County** Matthew Birnie Gunnison County Manager	**STATE OF COLORADO** **John W. Hickenlooper, Governor** Colorado Department of Human Services Reggie Bicha, Executive Director
*Signature	By: Mary Anne Snyder, Director, Office of Early Childhood
Date: _____	Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Clint Woodruff/Valri Gimple

Date: _____

Colorado Department of Human Services
Office of Early Childhood
BUDGET SUMMARY

Contractor Name	Gunnison County (Gunnison-Hinsdale Early Childhood Council)
Budget Period	July 1, 2016 - June 30, 2017
Project Name	Early Childhood Council

Program Contact Name, Title, Phone and Email	Margaret Wacker, Early Childhood Council Coordinator, 970-641-7913 mwacker@gunnisoncounty.org
Fiscal Contact Name, Title, Phone and Email	Jody Wise, Accountant 970-641-7679 jwise@gunnisoncounty.org

	FY 2017
Total Race to the Top - Early Learning Challenge Grant (RTT)	**$21,635**
Total CCDF Early Childhood Council - Systems Building	**$59,202**
Total Colorado Child Care Assistance Program (CCCAP)	**$4,620**
TOTAL	**$85,457**

An appropriation for Quality Improvement Assets (QI) is hereby added to this contract. The maximum amount payable for QI is subject to appropriated funds, not to exceed $663,000, which is split among other Early Childhood Council vendors.
See Exhibit D, Section O. Funds for Quality Improvement Assets (QI).

*All funds are rounding using standard accounting principles (0.00-0.49 = 0; 0.5-0.99 = 1)

Colorado Department of Human Services
Office of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County (Gunnison-Hinsdale Early Childhood Council)
Budget Period	July 1, 2016 - June 30, 2017
Project Name	Race to the Top Early Learning Challenge Grant (RTT)

Program Contact Name, Title, Phone and Email	Margaret Wacker, Early Childhood Council Coordinator, 970-641-7913 mwacker@gunnisoncounty.org
Fiscal Contact Name, Title, Phone and Email	Jody Wise, Accountant 970-641-7679 jwise@gunnisoncounty.org

Expenditure Categories					
Personnel Services - Salaried Employees					**FY 2017**
Position Title/Employee Name	**Description of Work**	**Gross or Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total Amount Requested from OEC**
Council Coordinator	Manages the budgets and contracts, coordinates council meetings, leads planning processes, completes quarterly reports, and writes grants. Fringe Benefits Include: Retirement Plan, Health, Dental, Payroll Taxes, Health Savings Account.	$54,080	$26,000	2.5%	$2,002
Quality Improvement Navigator	Supports licensed providers navigating Colorado Shines system, imports information into Sugar system. Fringe Benefits Include: Paid Time Off (Sick and Annual), Aflac, Payroll Taxes.	$42,008	$3,640	15%	$6,847
				Total Personnel Services (including fringe benefits)	**$8,849**
Contractors/Consultants (payments to third parties or entities)					**FY 2017**
Name	**Description of Item**				**Total Amount Requested from OEC**
	No costs will be reimbursed by CDHS for this category.				$0
				Total Contractors/Consultants	**$0**
Travel					**FY 2017**
Item	**Description of Item**				**Total Amount Requested from OEC**
Travel for trainings related to quality improvement	Travel to Denver area for quality improvement related trainings for coaches and other staff., 3 trips to Denver area per year, 400 miles x 3 x $.54=$648. Lodging $100 x 3 = $300. Per diem $36 x 3= $108.				$1,056
				Total Travel	**$1,056**
Supplies & Operating Expenses					**FY 2017**
Item	**Description of Item**				**Total Amount Requested from OEC**
Quality Improvement	Quality improvement program expenses				$10,700
				Total Supplies & Operating Expenses	**$10,700**
				MODIFIED TOTAL DIRECT COSTS (MTDC)	**$20,605**
Indirect Costs **[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]**					**FY 2017**
Item	**Description of Item**				**Total Amount Requested from OEC**
Indirect rate:	5% of Modified Total Direct Costs				$1,030
				Total Indirect	**$1,030**
				TOTAL	**$21,635**

Colorado Department of Human Services
Office of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County (Gunnison-Hinsdale Early Childhood Council)
Budget Period	July 1, 2016 - June 30, 2017
Project Name	Child Care Development Fund (CCDF) Early Childhood Council Systems Building

Program Contact Name, Title, Phone and Email	Margaret Wacker, Early Childhood Council Coordinator, 970-641-7913 mwacker@gunnisoncounty.org
Fiscal Contact Name, Title, Phone and Email	Jody Wise, Accountant 970-641-7679 jwise@gunnisoncounty.org

Expenditure Categories					
Personnel Services - Salaried Employees					**FY 2017**
Position Title/Employee Name	**Description of Work**	**Gross or Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total Amount Requested from OEC**
Council Coordinator	Manages the budgets and contracts, coordinates council meetings, council member outreach, leads planning processes, completes quarterly reports, and writes grants. Fringe Benefits Include: Retirement Plan, Health, Dental, Payroll Taxes, Health Savings Account.	$54,080	$26,000	47.5%	$38,038
Assistant Coordinator	Assists in systems building activities, administrative work, event planning, council member outreach. Fringe Benefits Include: Paid Time Off (Sick and Annual), Aflac, Payroll Taxes.	$43,972	$6,240	25%	$12,553
				Total Personnel Services (including fringe benefits)	**$50,591**
Contractors/Consultants (payments to third parties or entities)					**FY 2017**
Name	**Description of Item**				**Total Amount Requested from OEC**
	No costs will be reimbursed by CDHS for this category.				$0
				Total Contractors/Consultants	**$0**
Travel					**FY 2017**
Item	**Description of Item**				**Total Amount Requested from OEC**
Travel to ECCLA and State TA day meetings	Travel to Denver area for ECCLA and State TA days, as well as local travel for council meetings in Crested Butte and Lake City. 5 trips to Denver per year, including mileage 400 miles x 5 x $.54 = **$1,080**, lodging $120 per night x 10 = **$1,200**. Per diem $36 x 10 = **$360**. Local travel for Early Childhood Council meetings, 2 in Crested Butte and 1 in Lake City, 60 miles x 3 x .54 = **$97.20**.				$2,737
				Total Travel	**$2,737**
Supplies & Operating Expenses					**FY 2017**
Item	**Description of Item**				**Total Amount Requested from OEC**
Annual Conference	Annual Conference providing 6 hours of professional development trainings for local childcare providers, space rental, food, speakers				$700
Office and meeting supplies	Snacks, $20 x 6 meetings = $120, and $35 for binders, paper, pens.				$155
Partial Scholarships	Partial Scholarships for directors and teachers to meet licensing requirements				$500
Computer costs, IT charge	Annual cost of a computer is $2,550, 2/3 of that is $1,700 per year.				$1,700
				Total Supplies & Operating Expenses	**$3,055**
				MODIFIED TOTAL DIRECT COSTS (MTDC)	**$56,383**
Indirect Costs **[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]**					**FY 2017**
Item	**Description of Item**				**Total Amount Requested from OEC**
Indirect rate:	5% of Modified Total Direct Costs				$2,819
				Total Indirect	**$2,819**
				TOTAL	**$59,202**

Colorado Department of Human Services
Office of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County (Gunnison-Hinsdale Early Childhood Council)
Budget Period	July 1, 2016 - June 30, 2017
Project Name	Colorado Child Care Assistance Program (CCCAP)

Program Contact Name, Title, Phone and Email	Margaret Wacker, Early Childhood Council Coordinator, 970-641-7913 mwacker@gunnisoncounty.org
Fiscal Contact Name, Title, Phone and Email	Jody Wise, Accountant 970-641-7679 jwise@gunnisoncounty.org

Expenditure Categories					
Personnel Services - Salaried Employees					**FY 2017**
Position Title/Employee Name	**Description of Work**	**Gross or Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total Amount Requested from OEC**
Quality Improvement Navigator and Coach	Supports licensed providers navigating Colorado Shines system, imports information into Sugar system. Also provides Quality Improvement Coaching for Colorado Shines. Fringe Benefits Include: Paid Time Off (Sick and Annual), Aflac, Payroll Taxes.	$42,008	$3,640	2.5%	$1,141
				Total Personnel Services (including fringe benefits)	**$1,141**
Contractors/Consultants (payments to third parties or entities)					**FY 2017**
Name	**Description of Item**				**Total Amount Requested from OEC**
	No costs will be reimbursed by CDHS for this category.				$0
				Total Contractors/Consultants	**$0**
Travel					**FY 2017**
Item	**Description of Item**				**Total Amount Requested from OEC**
	No costs will be reimbursed by CDHS for this category.				$0
				Total Travel	**$0**
Supplies & Operating Expenses					**FY 2017**
Item	**Description of Item**				**Total Amount Requested from OEC**
Quality Improvement Assetts	Funding for Tenderfoot Child and Family Development Center for improving quality and attaining a higher level in the Colorado Shines system.				$3,059
				Total Supplies & Operating Expenses	**$3,059**
				MODIFIED TOTAL DIRECT COSTS (MTDC)	**$4,200**
Indirect Costs **[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]**					**FY 2017**
Item	**Description of Item**				**Total Amount Requested from OEC**
or 10% Indirect rate:	10% indirect rate				$420
				Total Indirect	**$420**
				TOTAL	**$4,620**

Additional Provisions

A. Contract Provisions:

1. In accordance with **EXHIBIT B**, the contractor shall comply with the following requirements for programs and services:

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

   b. Agree to participate in relevant technical assistance activities which may include, and are not limited to, the following:
      - Participate in a planning process with an assigned Lead State Staff member to identify and address technical assistance needs;
      - Connect (via telephone, e-mail, and/or face-to-face) with an assigned Lead State Staff member; and/or,
      - Participate in site visits with assigned Lead State Staff.

   c. The contractor shall perform the following child care quality and availability improvement activities, in accord with the contractor's approved work plan and budget in **EXHIBITS B and C**.
      - Increase Quality in licensed child care programs serving children ages zero to five where practices and programs reach the highest levels of quality
      - Increase/enhance the number of formal agreements between Early Childhood Council and other community early childhood partners related to the Early Childhood Colorado Framework
      - Increase awareness and technical assistance support to licensed child care programs within the community regarding the Colorado Shines Quality Rating and Improvement System;
      - Administer quality improvement funding to licensed programs completing Level 2 and/or Level 3-5 requirements within the Colorado Shines Quality Rating and Improvement System
      - Provide training and technical assistance in one or more of the following child care areas;
        - Increasing quality in licensed child care facilities
        - Understanding and using Colorado Shines
        - Providing subject matter expertise to county human/social services departments regarding tiered CCCAP reimbursement rates
        - Provide activities that increase parental choice

   d. The contractor shall use grant funds only for those activities that result in the creation of new child care options and/or enhancing and expanding current child care options and quality.

   e. The contractor shall operate the grant within the confines of the federal child care rules and regulations in **EXHIBIT E** as these regulations currently exist or as they may be amended during the term of this Contract.

   f. The contractor shall not use funds to supplant or replace funds currently being used, planned, or committed, for child care activities. Grant funds shall not be used to replace existing program revenues.

   g. The contractor shall start funded activities within 30 days of receiving a signed contract.

   h. In administering the grant program and funds, the contractor shall prioritize:

      i. making effective use of community resources, and

ii. meeting the needs of low-income parents and families having children with special needs who are eligible for child care under federal child care regulations,

iii. providing high quality programs, which create an environment that enhances the age-appropriate, educational, social, cultural, emotional and recreational development of children.

i. Funds shall not be used for direct subsidies/scholarships for child care or for general administrative support services which are not directly related to this quality expansion grant.

j. The contractor shall cooperate with state and/or federal monitoring of the contractor's program and costs.

k. The contractor shall not use funds for the following activities:
- to purchase or improve land,
- to purchase vans, trucks, or automobiles;
- to purchase, construct or permanently improve any building or facility.

l. The contractor shall not engage in activities intended to extend or replace regular academic programs or for tuition (in grades 1-12) or for related expenses for academic programs.

B. <u>Qualified Staff</u>

1. The contractor shall provide qualified staff person(s) to administer and oversee the Contract and the appropriate and lawful selection of the subcontractors, through a lawful procurement process, awardance of sub-contracts and approved funds, ongoing oversight of the appropriate sub-contractor obligations and expenditures of said funds, data gathering, reporting and audit acceptable procedures.

C. <u>Expenditures and Invoices</u>

1. The contractor shall spend all encumbered funds by June 30, 2017 in accordance with Federal Rules governing Child Care Development Funds and Race to the Top Early Learning Challenge Funds.

2. The contractor shall submit monthly invoices to the State in a format specified and provided by the State.

D. <u>Reporting</u>

1. The contractor shall provide the State with brief quarterly programmatic and financial progress reports, a final program report and a final financial report which includes discussion of sub-contractor and/or other lower tier participant activities and costs.

   a. The brief programmatic progress reports shall be due within 30 days after the end of the quarter. The report include, at a minimum, a brief status update on the contractor's progress on the overall program of services as enumerated in **EXHIBIT B**, activity/service report for the quarter, outreach and public awareness activities to inform low-income families about the project; any significant problems and barriers which may have arisen and which might impact the program of services; significant innovations; copies of products or reports generated during the reporting period; and a brief list of activities planned for the next reporting period. These reports shall be provided in a format and according to specifications to be provided to the contractor by the State.

b. The final program report shall be due by July 31, 2017 for the period of July 1, 2016 - June 30, 2017 and shall include the following information:

i. The contractor shall include in the final program report a description of all accomplishments and programs of service as enumerated in **EXHIBIT B**, any significant problems and barriers which impacted development or completion of the program of services; a final activity/service outcome report, significant innovations; a list of products or reports generated during the project; and how child care availability and/or quality were increased under the project. These reports shall be provided in a format and according to specifications provided to the contractor by the State.

ii. The contractor shall also provide in the final program report other information available and requested by the State during the year and any additional information that might be required pursuant to changes in federal reporting requirements governing the use of these funds. The contractor shall confer with the Director of the State Division ofEarly Care and Learning (DECL), or the Director's designee, as deemed appropriate by the State or at the request of the contractor, to allow for open discussions of progress, problem(s) encountered, and problem(s) solutions.

c. The final financial report shall be due by July 31, 2017 for the period of July 1, 2016 - June 30, 2017 and shall include the following information:

i. The financial data shall include the actual costs for the program services and the actual costs of specific activities to build child care capacity, including increasing quality, and improve the availability of child care, within the budget limitations and categories specified on **EXHIBIT B**.

2. The contractor shall confer with the Director of the State Division of Early Care and Learning, or the Director's designee, as deemed appropriate by the State or at the request of the contractor, to allow for open discussions of progress, problem(s) encountered, and problem(s) solutions.

E. Federal Child Care Rules and Regulations Compliance

1. The contractor shall operate the Program(s) within the express confines of the federal child care rules and regulations, 45 CFR Part 98 and 99, as amended, governing the use of these funds; copies of these documents, which are in the possession of each party, are hereby incorporated herein by this reference. The contractor acknowledges by its signature on this contract that these rules and regulations will be explained to and/or incorporated into all subcontractor and/or other lower tier participant agreements or contracts as appropriate. The contractor and all subcontractors shall operate the Program(s) in accord with any new federal and/or State Rules and Regulations applicable to this contract which may hereafter be promulgated by the State and/or federal government during the term of this contract, upon notification by the State, as deemed appropriate by the State and in consultation with the contractor.

F. Acknowledge Receipt of Publications

1. The contractor and all sub-contractors shall publicly acknowledge and include an acknowledgment in publications and/or written materials developed and disseminated through funding available under this Contract that funding was provided by the Colorado Department of Human Services, Division of Early Care and Learning, as the lead agency in Colorado for administering Child Care and Development Fund funds available through the U.S. Department of Health and Human Services.

G. Certification Regarding Environmental Tobacco Smoke

1. Public Law 103-227, Part C- Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (ACT), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided by private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the contractor certifies that it will comply with the requirements of the Act. The contractor further agrees that it will require the language of this certification be included in any subawards which contain provisions for children's services and that all subgrantees shall certify and perform accordingly.

H. **Reallocation of Budget Line Items**

1. The amount of funds allocated to each line item of the budget may be reallocated upon written request of the contractor and the subsequent written approval of the State, subject to the limitation of the Compensation/Maximum Payable clause. Any changes to the Budget shall not exceed the total amount of the contract as described on page one of the contract.

I. Loss of Federal Participation

1. In any case where the contractor's failure to perform in accordance with this Contract results in a loss of federal financial participation (as in the case of a federal audit exception), the contractor will bear full financial responsibility for the loss and, if necessary, seek restoration of the funds. Financial responsibility shall also include payment of any legal expense incurred in the defense of such an audit exception. The State shall also have the right to implement other available remedial actions.

J. Payment

1. 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 C**) and Additional Provisions, Section P. Funds for Quality Improvement Assets (QI) (**EXHIBIT D**), of this contract.
    i. The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.
    ii. Payment shall be made on a cost reimbursement basis for services rendered. Advances will not be approved except in documented situations of cash flow emergency, for a specified term, with the prior written approval of the State, and in accordance with State fiscal rules and procedures.
    iii. 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.
    iv. 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.

v. Final payment shall be made upon completion, submittal, and acceptance of a Final Financial Fiscal Report and the Final Program Report as described in Paragraphs II.D.1.b.i. and II.D.1.b.ii., respectively.

K. <u>Monthly Invoicing, Budget Narrative, Audit Requirements</u>

1. This contract is a "Cost Reimbursement" contract-- allowable and reasonable costs incurred by the Early Childhood Council are reimbursed in accordance with the terms of the Contract.

2. The Colorado Department of Human Services (CDHS), Office of Early Childhood (OEC) staff will monitor this contract for the proper expenditure of funds and to assure that expenditures are reasonable, necessary and allowable for the OEC programs.

3. The Early Childhood Council understands and agrees that an approved budget amendment is required for any budget category change that exceeds 10% of the overall budget. This budget amendment requirement shall be submitted to OEC in written form for OEC approval, prior to invoicing with any changes. A budget amendment will be required if the Early Childhood Council wishes to invoice for expenditures that were not included in the approved contract budget.

4. CDHS Audit Division, 4126 S. Knox Ct. Denver Colorado 80236 or Irina.Gorbun@state.co.us.

5. The Early Childhood Council agrees to properly document compensation for personal services expenditures in accordance the Federal Cost Circular that applies to the agency. For example, for nonprofit agencies, the distribution of salaries and wages to awards must be supported by personal activity reports, the reports must reflect after the fact determination of the actual activity for each employee, and be maintained for all staff members whose compensation is charged in whole or in part directly to the OEC program (Page 7: Sample Personnel Activity Record).

6. The Early Childhood Council shall submit monthly invoices to the state in a format specified and approved by the State. The Early Child Council shall maintain supporting documentation for all expenditures, included in the monthly invoice. Documentation may be requested by DEC staff beginning with the first invoice submitted after contract approval. Financial statements and records must be available for audit purposes. Early Childhood Councils are required to keep copies of the supporting documentation on file to support monthly invoices.

7. Documentation must consist of actual invoices that include the pro-rata share of how the expenditures were allocated across the Early Childhood Council funding sources (if the expenditure benefits more than one program). The invoices must also contain a detailed description of the goods or services purchased and be properly authorized.

8. The Early Childhood Council shall maintain records that appropriately document expenditures charged to the grant, including, but not necessarily limited to:

EXPENDITURE	DOCUMENTATION
Personnel costs	Timesheets and Personnel Activity Reports (can be combined if they include all the required information)
Fringe benefits	Payroll records or other documentation of the cost of actual benefits
Travel	Mileage logs, hotel, meal, airline receipts, etc.
Meetings (if allowable see terms of the contract)	Vendor invoices, list of attendees and associated organization, meeting agenda and explanation of how the meeting fulfills the objectives of the contract/grant
Supplies and non-capitalized equipment	Invoices from vendors
Rent	Monthly rental invoices (note: generally Federal funds may be expended on depreciation and interest; however they may not be used for mortgage payments).
Communications	Vendor invoices
Conferences and training	Registration receipts, confirmation of registration, payment for all attendees, and a training agenda

Greater Metro Independent Living Center

Participant Name	John Q. Coordinator
Period (From MM/DD/YYYY to MM/DDD/YYYY)	07/22/2013 - 08/02/2013

Month	July 22 - August 3								Grant - ILC/OIB/SS					Subtotal
Day	22-Jul	23-Jul	24-Jul	25-Jul	26-Jul	27-Jul	28-Jul	29-Jul	30-Jul	31-Jul	1-Aug	2-Aug	3-Aug	
Hours Spent on Creating Plans - ILC	2.0			1.0	8.0					2.0		3.0		16.0
Hours Spent on Advertising - ILC		1.0	2.0					4.0			4.0			11.0
Hours Spent on Visiting Clients -ILC														0.0
Total ILC	2.0	1.0	2.0	1.0	8.0	0.0	0.0	4.0	0.0	2.0	4.0	3.0	0.0	27.0
Hours Spent on Creating Plans - OIB				1.0										1.0
Hours Spent on Advertising - OIB	5.0	5.0							5.0	3.0				18.0
Hours Spent on Visiting Clients - OIB												2.0		2.0
Total OIB	5.0	5.0	0.0	1.0	0.0	0.0	0.0	0.0	5.0	3.0	0.0	2.0	0.0	21.0
Hours Spent on Creating Plans - SS		1.0		3.0					2.0					6.0
Hours Spent on Advertising - SS	1.0		3.0	3.0							4.0			11.0
Hours Spent on Visiting Clients - SS		1.0	2.0						1.0			3.0		7.0
Total SS	1.0	2.0	5.0	6.0	0.0	0.0	0.0	0.0	3.0	0.0	4.0	3.0	0.0	24.0
SUB-TOTAL WORK HOURS (Day)	8.0	8.0	7.0	8.0	8.0	0.0	0.0	4.0	8.0	5.0	8.0	8.0	0.0	72.0
Leave - Sick			1.0					4.0		3.0				8.0
Leave - Vacation													8.0	8.0
SUB-TOTAL LEAVE	0.0	0.0	1.0	0.0	0.0	0.0	0.0	4.0	0.0	3.0	0.0	0.0	8.0	16.0
TOTAL HOURS	8.0	8.0	8.0	8.0	8.0	0.0	0.0	8.0	8.0	8.0	8.0	8.0	8.0	88.0

Percent of Direct Program Work Time = (Total Program Hrs/Subtotal Work Hours)
ILC - 27/72 = 37.5%
OIB - 21/72 = 29.2%
SS - 24/72 = 33.3%

John Q. Coordinator's Salary - $2,000.00

ILC - $2,000.00*.375 = $750
OIB - $2,000.00*.292 = $584
SS - $2,000.00*.333 = $666

This is what we would expect see billed in each program area.

I hereby certify that the hours reported above were spent on the specified projects in accordance with the terms of the award that they are true and accurate and that payment for the time worked has not been paid by nor will be billed to another project

Employee Signature John Q. Coordinator Date 8/5/13

I hereby certify that the hours reported by the participant identified above are true and accurate to the best of my knowledge and belief and are in accordance with the terms of the award

Supervisor Signature Thomas X. Manager Date 8/6/13

Source: **Implementation Guide For OMB A-87**

4.6.2 Suggested Bases for Cost Distribution

Listed below are suggested bases for distributing joint costs of central-type services to local government departments or agencies and to projects and programs utilizing these services. The bases are suggestions only, and should not be used if they are not suitable for the particular services involved. Any method of distribution can be used which will produce an equitable distribution of cost. In selecting one method over another, consideration should be given to the additional effort required to achieve a greater degree of accuracy.

Type of Service	*Suggested Bases for Allocation*
Accounting	Number of transactions processed
Auditing	Direct audit hours
Budgeting	Direct hours of identifiable services of employees of central budget
Buildings lease management	Number of leases
Data processing	System usage
Disbursing service	Number of checks or warrants issued
Employees retirement system administration	Number of employees contributing
Insurance management service	Dollar value of insurance premiums
Legal services	Direct hours
Mail and messenger service	Number of documents handled or employees served
Motor pool costs, including automotive management	Miles driven and/or days used
Office machines and equipment maintenance repairs	Direct hours
Office space use and related costs (heat, light, janitorial services, etc.)	Square feet of space occupied
Organization and management services	Direct hours, Square feet
Payroll services	Number of employees
Personnel administration	Number of employees
Printing and reproduction	Direct hours, job basis, pages printed, etc.
Procurement service	Number of transactions processed
Local telephone	Number of telephone instruments
Health services	Number of employees
Fidelity bonding program	Employees subject to bond or penalty amounts

L. Option Letter Provisions

1. Option to extend the term:
   The State may require continued performance for a period of 1 year at the same rates and same terms specified in the Contract. If the State exercises the option, it will provide written notice to Contractor at least 30 days prior to the end of the current contract term in a form substantially equivalent to **EXHIBIT I**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original contract. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed 5 years.

2. Option to increase or decrease quantities and total price:
   The State may increase or decrease the quantity of goods/services described in **EXHIBITS B and C** based upon the rates established in the Contract. If the State exercises the option, it will provide written notice to Contractor as least 30 days prior to the end of the current contract term in a form substantially equivalent to **EXHIBIT I**. Delivery/performance of the goods/service shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original contract.

M. Copy of Subcontract

1. 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.

N. Rights in Data, Documents, and Computer Software

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

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

O. Funds for Quality Improvement Assets (QI)

1. Payment for Quality Improvement Assets (QI) to all contractors will be made as incurred, in whole or in part, from the total available funds not to exceed $663,000 for the QI portion of the Race to the Top program. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to QI funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of QI funds.

2. Invoices shall be submitted separately for pre-approved QI expenditures.

EXHIBIT H - Amendment #1 - Supplemental Provisions for Federal Awards

This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) Federal Award Identification
   i. Contractor: Gunnison County;
   ii. Contractor DUNS number: 133115220;
   iii. The Federal Award Identification Number (FAIN) is :CCDF - G1501COCCDF / G1601COCCDF; RTT - S412A130004-13A;
   iv. The Federal award date is CCDF - April 1, 2015 / October 9, 2015; RTT - January 1, 2013;
   v. The subaward period of performance start date is July 1, 2016 and end date is June 30, 2017;
   vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Contractor	Total amount of the Federal award
FY17	$80,837*	$39,073 - G1501COCCDF $20,129 - G1601COCCDF $21,635* - RTT *An appropriation for Quality Improvement Assets (QI) is hereby added to this contract. The maximum amount payable for QI is subject to appropriated funds, not to exceed $663,000, which is split among other Early Childhood Council vendors.	$23,195,146 $5,658,100 $44,888,832

   vii. Federal award project description: Child Care and Development Block Grant (CCDF) / Race to the Top Early Learning Challenge Grant (RTT);
   viii. The name of the Federal awarding agency is CCDF - Administration for Children & Families / RTT - US Department of Education; the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS); and the contact information for the awarding official is Erin Mewhinney, Division of Early Care and Learning Director, 1575 Sherman Street, 1st Floor, Denver, CO 80203, erin.mewhinney@state.co.us, 303-866-5008;
   ix. The Catalog of Federal Domestic Assistance (CFDA) number is CCDF - 93.575 / RTT - 84.412A, name is CCDF - Child Care and Development Block Grant Act of 1990 / RTT - Race to the Top - Early Learning Challenge Grant, and dollar amount is CCDF - G1501COCCDF - $23,195,146 / CCDF - G1601COCCDF - $5,658,100 / RTT - $44,888,832;
   x. This award is not for research & development;
   xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.
2) All requirements imposed by CDHS on Contractor so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in the General Provisions and Exhibit B - Statement of Work.
3) Any additional requirements that CDHS imposes on Contractor in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the General Provisions and Exhibit B - Statement of Work.

4) The approved federally recognized indirect cost rate negotiated between Contractor and the Federal government or, if no such rate exists, either a rate negotiated between CDHS and Contractor (in compliance with this Part), or a de minimis indirect cost rate as defined in 2 CFR §200.414 Indirect (F&A) costs, paragraph (b) of this Part, is CCDF - G1501COCCDF/G1601COCCDF - 5% de minimus rate / RTT - 5% as capped by the grant.
5) Contractor must permit CDHS and auditors to have access to Contractor's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and Exhibit B - Statement of Work.
7) **Performance and Final Status.** Contractor shall submit all financial, performance, and other reports to CDHS no later than 30 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Contractor's performance and the final status of Contractor's obligations hereunder.
8) **Matching Funds**

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

i. ☑ Contractor is not required to provide matching funds.

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

9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
10) **Single Audit Requirements.** If Contractor expends $750,000 or more in Federal Awards during Contractor's fiscal year, Contractor shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

i. Election. Contractor shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Contractor may elect to have a program-specific audit if Contractor expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of CDHS. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from CDHS and CDHS approves in advance a program-specific audit.

ii. Exemption. If Contractor expends less than $750,000 in Federal Awards during its fiscal year, Contractor shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

iii. Contractor Compliance Responsibility. Contractor shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance

with the Uniform Guidance. Contractor shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by 2 CFR Part F-Audit Requirements.

11) **Contract Provisions**. Contractor shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:

i. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued

pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

ii. 4.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

iii. Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

iv. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

v. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

vi. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an

employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12) **Compliance.** Contractor shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDHS may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
13) **Procurement Procedures.** Contractor shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDHS may require Contractor to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Contractor fails to meet a requirement of the Federal award. Contractor shall certify in writing to CDHS at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDHS may terminate the Contract in accordance with the termination provisions in the Contract.
16) **Close Out.** Contractor shall close out this Contract within 90 days after the End Date. Contract close out entails submission to CDHS by Contractor of all documentation defined as a deliverable in this Contract, and Contractor's final reimbursement request. CDHS shall withhold 5% of the allowable costs until all final project documentation has been submitted and accepted by State as substantially complete. If the project has not been closed by the Federal awarding agency within 1 year and 90 days after the End Date due to Contractor's failure to submit required documentation that CDHS has requested from Contractor, then Contractor may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDHS to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END