AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment #2; Colorado Department of Huma

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Department of Human Services

Term Begins: July 1, 2017 **Term Ends:** 9/30/2017 **Grant Contract #:** 18 IHIA 100653

Summary:

Colorado Department of Human Services Office of Early Childhood wishes to extend Gunnison County's contract for the Gunnison Hinsdale Early Childhood Council for 3 months.

Fiscal Impact: $15,956

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Continuation of existing program. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 4/27/2017

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 4/26/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/28/2017

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

Agenda Date: 5/2/2017

Revised April 2015

CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Office of Early Childhood 1575 Sherman Street, 1st Floor Denver, CO 80203	**Original Contract Number** 17 IHIA 90547
Contractor Gunnison County 225 North Pine Street, Suite E Gunnison, CO 81230	**Amendment Contract Number** 18 IHIA 100653
Current Contract Maximum Amount Initial Term State Fiscal Year 2017 $85,457 Extension Terms State Fiscal Year 2018 $15,956 Total for All State Fiscal Years $101,413	**Contract Performance Beginning Date** July 1, 2016 **Current Contract Expiration Date** September 30, 2017

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

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

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Clint Woodruff / Valri Gimple

Amendment Effective Date:_____

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or **July 1, 2017**, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

In accordance with the provisions of this contract and its exhibits and attachments, the Contractor shall: As Fiscal Agent for Gunnison-Hinsdale Early Childhood Council shall 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 extends the contract for FY18, increases the contract value by $15,956 for services to be performed in FY18, and amends Exhibits C and H.

5. MODIFICATIONS

The Contract and all prior amendments thereto (Original CMS 17 IHIA 90547; Amendment #1 CMS 17 IHIA 95070), are modified as follows:

A. **Extend the Contract Expiration Date from June 30, 2017 to September 30, 2017**

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

B. **Increase budget by $15,956 for services in FY18**

i. The "*Contract Price Not to Exceed*" of $85,457 is increased by $15,956 for a new "*Contract Price Not to Exceed*" amount of $101,413.

ii. The Contract Maximum Amount table on the Contract's Signature and Cover Page of this Amendment is hereby added to the Contract.

C. **Exhibit C – Budget**

Exhibit C – Amendment #2, which is attached and incorporated into this Amendment, shall be added to Exhibit C of the Original Contract.

D. **Exhibit H – Supplemental Provisions for Federal Awards**

Exhibit H – Amendment #2, which is attached and incorporated into this Amendment, shall be added to Exhibit H of the Original Contract,

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

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, 2017 - September 30, 2018
Project Name	Early Childhood Council

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

Expenditure Categories							
Personnel Services - Salaried Employees							**FY 2018**
Position Title/ Employee Name	**Description of Work and What is Included in Fringe Benefits**	**Gross or Annual Salary**	**Fringe**	**Cost Based on Percent of Time on Race to the Top (RTT)**	**Cost Based on Percent of Time on CCDF Systems Building**	**Cost Based on Percent of Time on Colorado Child Care Assistance Program**	**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	$0	$9,510	$0	**$9,510**
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	$0	$3,138	$0	**$3,138**
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	$0	$0	$285	**$285**
Total Personnel Services (including fringe benefits)				**$0**	**$12,648**	**$285**	**$12,933**

Contractors/Consultants (payments to third parties or entities)					FY 2018
Name	Description of Item	RTT	ECC	CCCAP-QI	Total Amount Requested from OEC
	No costs will be reimbursed by CDHS for this category.	$0	$0	$0	$0
		Total Contractors/Consultants	**$0**	**$0**	**$0**	**$0**

Travel					FY 2018
Item	Description of Item	RTT	ECC	CCCAP-QI	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. Includes mileage , lodging , Per diem, Local travel for Early Childhood Council meetings, in Crested Butte and Lake City.	$0	$684	$0	$684
		Total Travel	**$0**	**$684**	**$0**	**$684**

Supplies & Operating Expenses					FY 2018
Item	Description of Item	RTT	ECC	CCCAP-QI	Total Amount Requested from OEC
Annual Conference	Annual Conference providing professional development trainings for local childcare providers, space rental, food, speakers	$0	$175	$0	$175
Office and meeting supplies	Snacks, binders, paper, pens.	$0	$39	$0	$39
Partial Scholarships	Partial Scholarships for directors and teachers to meet licensing requirements	$0	$125	$0	$125
Computer costs, IT charge	Annual cost of a computer	$0	$425	$0	$425
Quality Improvement Assetts	Funding for Tenderfoot Child and Family Development Center for improving quality and attaining a higher level in the Colorado Shines system.	$0	$0	$765	$765
		Total Supplies & Operating Expenses	**$0**	**$ 764**	**$ 765**	**$ 1,529**
		MODIFIED TOTAL DIRECT COSTS (MTDC)	**$ -**	**$ 14,096**	**$ 1,050**	**$ 15,146**

Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]					FY 2018
Item	Description of Item	RTT	ECC	CCCAP-QI	Total Amount Requested from OEC
Indirect rate:	5% of Modified Total Direct Costs	$0	$705	$0	$705
Indirect rate:	10% de minimus rate of Modified Total Direct Costs	$0	$0	$105	$105
		Total Indirect	**$0**	**$705**	**$105**	**$810**
		TOTAL RACE TO THE TOP (RTT)	**$ -**			
		TOTAL EARLY CHILDHOOD COUNCIL SYSTEMS BUILDING (ECC)		**$ 14,801**		
		TOTAL COLORADO CHILD CARE ASSISTANCE PROGRAM QUALITY INITIATIVES (CCCAP-QI)			**$ 1,155**	
		TOTAL AMOUNT REQUESTED FROM OEC				**$ 15,956**

EXHIBIT **H - Amendment #2** - Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) Federal Award Identification
   i. Subrecipient: **Gunnison County**;
   ii. Subrecipient DUNS number: **133115220**;
   iii. The Federal Award Identification Number (FAIN) is **G1601COCCDF; G1701COCCDF**;
   iv. The Federal award date is **October 9, 2015; October 14, 2016**;
   v. The subaward period of performance start date is **July 1, 2017** and end date is **September 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 Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY18	**$14,801**	**$14,801**	**G16 - $9,917** **G17 - $4,884**

   vii. Federal award project description: **Child Care and Development Block Grant (CCDF)**;
   viii. The name of the Federal awarding agency is **Administration for Children & Families**; 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 **93.575**, name is **Child Care and Development Block Grant Act of 1990**, and dollar amount is **G1601COCCDF - $34,568,412 G1701COCCDF - $34,206,593**;
   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 Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **the General Provisions and Exhibit B - Statement of Work**.
3) Any additional requirements that CDHS imposes on Subrecipient 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) Subrecipient's approved indirect cost rate is **a CDHS negotiated rate of 5 %**.
5) Subrecipient must permit CDHS and auditors to have access to Subrecipient'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 **the General Provisions and Exhibit B - Statement of Work**.
7) **Performance and Final Status.** Subrecipient 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 Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

8) Matching Funds

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

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

ii. ☐ Subrecipient shall provide matching funds as stated in **n/a**. Subrecipient 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. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to 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. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

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

i. Election. Subrecipient 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). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of 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 Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

iii. Subrecipient Compliance Responsibility. Subrecipient 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. Subrecipient 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**. Subrecipient 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.** Subrecipient 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 Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

13) **Procurement Procedures.** Subrecipient 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 Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to 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.** Subrecipient shall close out this Contract within 90 days after the End Date. Contract close out entails submission to CDHS by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient'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 Subrecipient's failure to submit required documentation that CDHS has requested from Subrecipient, then Subrecipient 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