AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment #3; COACT

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Contract Amendment #3; Colorado Assertive Community Treatment (COACT); Colorado Department of Human Services - Office of Behavioral Health & Gunnison County

Fiscal Impact:

Submitted by: Liz Mense for Juvenile Services **Submitter's Email Address:** EMense@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, coninuation of on-going grant. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/30/2019

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 8/30/2019 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/30/2019

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

Agenda Date: 9/3/2019

Revised April 2015

COLORADO
Office of Behavioral Health
Department of Human Services

Robert Werthwein, PhD - Director, Office of Behavioral Health
Camille Harding - Division Director, Community Behavioral Health

MEMORANDUM

From: Sharon Aragon

Date: 08/20/2019

Subject: FFY 2019-2020 Contract

Please see your enclosed FFY 2019-2020 contract with CDHS for year 4 of the COACT Colorado 2.0 grant . Please sign all 3 orginal copies and return them back to me in the enclosed pre-paid FedEx envelope.

Your current contract is set to expire on 9/29/2019 so please return these as soon as possible so that we do not have a lapse in between the current contract and then new enclosed contract which is set to start on 9/30/2019 and go through 09/29/2020.

If you should have any questions, please don't hesitate to call me at 303-866-7430 or by email at sharon.aragon@state.co.us.

CONTRACT AMENDMENT #3

SIGNATURE AND COVER PAGE

State Agency Department of Human Services, Office of Behavioral Health	**Original Contract Number** 18 IHJA 98188
Contractor Gunnison County	**Amendment Contract Number** 20 IHJA 141268
Current Contract Maximum Amount Initial Term Federal Fiscal Year 16-17 $46,228.44 Extension Terms Federal Fiscal Year 17-18 $49,904.32 Federal Fiscal Year 18-19 $60,325.78 Federal Fiscal Year 19-20 $59,106.96 Total for All Federal Fiscal Years $215,565.50	**Contract Performance Beginning Date** March 1, 2017 **Current Contract Expiration Date** September 29, 2020

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: Jonathan Houck, BOCC Chairperson Date: _____	**STATE OF COLORADO** Jared Polis, Governor Department of Human Services Michelle Barnes, Executive Director _____ By: Carie Gaytan, Director of Finance 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:_____
Andrea Eurich / Janet Miks

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 and shall terminate on the termination of the Contract.

4. **PURPOSE**

During Federal Fiscal Year 2019-2020, it is expected that the existing communities will continue to build, enhance and sustain an integrated service delivery system for Colorado. Required data will continue to be collected and entered on individual children and youth with a serious behavioral health challenge and their families served through this project, allowing Colorado to better understand needs and outcomes associated with system of care work. The services and supports that children, youth and their families receive include care coordination from a trained high-fidelity wraparound facilitator, as well as family peer support from a family advocate. This amendment entails rate changes (salary changes for staff) and/or staff changes (e.g. increasing the number of staff members).

5. **MODIFICATIONS**

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

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

B. The Contract is updating Exhibit B-3. Exhibit B-3 is hereby being replaced by B-4, attached and incorporated by reference.

C. The Contract is updating Exhibit F-2. Exhibit F-2 is hereby being replaced by F-3, attached and incorporated by reference.

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.

Budget Narrative

Gunnison County – Community of Excellence

The Gunnison County Interagency Oversight Group (IOG) will be the overseeing collaborative body of the Communities of Excellence: Statewide System of Care Expansion and Sustainability grant. The Administrative Committee comprised of Gunnison County IOG members, staff members, and family members will report regularly to the Gunnison County Interagency Oversight Group (IOG). Gunnison/Hinsdale County Department of Health and Human Services will remain as the fiscal agent.

Personnel Expenses:

- HB 1451 Coordinator – The Community of Excellence expansion and sustainability efforts will be overseen and coordinated by the HB 1451 Coordinator utilizing approximately 5 hours per week for 12 months in the fourth year. This time will be spent overseeing the IOG ongoing implementation of the strategic plan efforts. This time will also be utilized to work with the evaluator, collect needed data, and participate in the needs assessment, and monthly state led meetings.
- Family Support Partner– 50% of this .60 FTE (25 hours per week) position are grant funds and 50% will be matched through HB 1451 incentive funds. Position funding will support Community of Excellence plan implementation, family engagement and participation in High Fidelity Wraparound meetings.
- Wraparound Facilitator – this position will be supported at 50% by grant funds and 50% through HB 1451 incentive funds. The .60 FTE (25 hours per week) facilitator will be dedicated to the Community of Excellence implementation and target population.

Contractual Services:

- Funds being requested in Other Professional Services category will be used for community based services for youth and families engaged in High Fidelity Wraparound services. Funds may also be used for community trainings supporting the values of system of care if not otherwise covered by the state technical assistance.

  Match in this direct service area may be provided by SB 94, Probation Offender Treatment Dollars, DHS Core Services, or other as appropriate based on the system involvement and need of the youth and/or family, therefore, not documented in detail within the budget.

- High Fidelity Wraparound Coaching will be provided through a professional services agreement with Hilltop Youth Services. An agreement outlining monthly support by certified coaches is in place.

Other (Operating, Travel and Equipment)

- Funds being requested in these areas will support the overall implementation of our COACT project as a Community of Excellence, specifically supporting the daily functions of the High Fidelity Wraparound facilitator and Family Advocate serving the SED youth population and their families. Included is office supplies, postage, photocopies, telephone, and ongoing computer services (cost calculated by county).
- Funds being requested for travel are the estimated cost for travel to the annual grant meeting in the Denver area for 2 and participation in the regional High Fidelity Wraparound peer support and group coaching meetings. Any leftover funds in this category will go toward travel to Wraparound Networking events on the western slope and travel to Montrose for face to face coaching.
- Additionally, flex for families may include, but not limited to emergency needs on a limited basis, recreation/art/prosocial activity fees for youth and incentives.

The total project cost for year 4 is $141,542.34 58% or $82,437.42 in cash is being matched through HB 1451 Incentive funds. 42% or $59,106.96 are grant funds requested. In kind match is from supervisory hours of the Juvenile Services Director, Gunnison County office space and personnel services and team member's time.

We anticipate serving 12 youth and their families with High Fidelity Wraparound and engaged for a minimum of 6 months, with an average of 12 months or more in year 4. Therefore grant funds being requested average $5000 per anticipated family being served.

Budget Form

COACT COLORADO
Strong minds, strong futures.

Colorado's System of Care, COACT CO 2.0 - Communities of Excellence Budget
APPLICANT: Gunnison County Interagency Oversight Group
PROJECT: COACT - Community of Excellence
GRANT FUNDS REQUESTED: $59,106.96
FOR THE PERIOD: September 30, 2019 to September 29, 2020

Budget ~ Service Components	Total Funds Required	Source of Funds	
		Applicant and Others	Grant Funds Requested
Personnel Expenses:			
Project Coordinator	$58,085.00	$47,339.00	$10,746.00
Family Support Partner	$34,942.00	$17,472.00	$17,472.00
Wraparound Facilitator	$32,020.00	$16,010.00	$16,010.00
	$0.00		
	$0.00		
	$0.00		
Sub-total Personnel Expenses	$125,047.00	$80,821.00	$44,228.00
Fringe Benefit Rate	$0.00	$0.00	$0.00
Total Personnel Expenses	$125,047.00	$80,821.00	$44,228.00
Contractual Services:			
Other professional services	$2,000.00		$2,000.00
Coaching	$2,250.00		$2,250.00
	$0.00		
	$0.00		
	$0.00		
	$0.00		
Total Contractual Services	$4,250.00	$0.00	$4,250.00
Operating Expenses:			
office supplies	$150.00		$150.00
postage	$15.00		$15.00
photocopy	$300.00		$300.00
Telephone service	$465.00		$465.00
cell phone x 2	$840.00		$840.00
Flex for Families	$1,000.00		$1,000.00
Total Operating Expenses	$2,770.00	$0.00	$2,770.00
Travel:			
motor pool	$1,550.00		$1,550.00
meals	$850.00		$850.00
lodging	$1,300.00		$1,300.00
	$0.00		
	$0.00		
	$0.00		
Total Travel Expenses	$3,700.00	$0.00	$3,700.00
Equipment:			
computer services	$3,000.00		$3,000.00
	$0.00		
	$0.00		
	$0.00		
	$0.00		
	$0.00		
Total Equipment Expenses	$3,000.00	$0.00	$3,000.00
SUBTOTAL of all EXPENSES	$138,767.00	$80,821.00	$57,948.00
Indirect:			
Indirect Rate 2.00%	$2,775.34	$1,616.42	$1,158.96
Total Indirect Expenses	$2,775.34	$1,616.42	$1,158.96
Total Project Cost	$141,542.34	$82,437.42	$59,106.96

Percent of in-kind match to total program cost

Please identify other sources of funds for this project, including in-kind funding sources:

The maximum allowable indirect rate is 2.00% per SAMHSA requirements.

Match Funds Required* **(non-Federal)**

Source	Cash Match	In-Kind
CMP (HB 1451)	$82,437.42	
Child Welfare		5000
Mental Health		3700
Education		2000
Juvenile Justice		5000
Substance Abuse		1050
Health		3200
Division of Youth Services		4000
Rocky Mountain Health Plans (RA		3500
Other (courts, DV provider, Juven		5000
Total	$82,437.42	32450

EXHIBIT **F-3** - Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), 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 **H79SM063394-04**;
   iv. The Federal award date is **August 31, 2016**;
   v. The subaward period of performance start date is **September 30, 2019** and end date is **September 29, 2020**;
   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
FFY 19-20	**$59,106.96**	**$59,106.96**	**$59,106.96**

   vii. Federal award project description: **COACT Colorado 2.0**;
   viii. The name of the Federal awarding agency is **SAMHSA - Substance Abuse and Mental Health Services Administration**; 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 **Claudia Zundel, CDHS Director Workforce Development & Innovation, 3824 W. Princeton Circle, Denver, CO 80236; email claudia.zundel@state.co.us, phone: 303-866-7528**;
   ix. The Catalog of Federal Domestic Assistance (CFDA) number is **93.104**, name is **COACT Colorado 2.0**, and dollar amount is **$3,000,000.00**;
   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 **Exhibit A**.
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 **Exhibit A**.
4) Subrecipient's approved indirect cost rate is **a federally negotiated rate of 2 %**.
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 **Exhibit A**.
7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **45** 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 **the original statement of work and also located in section E cost proposal, number 6 page 33 of the COE RFP final document**. 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