

CONTRACT AMENDMENT #3**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246				Original Contract Number: 2020*0368		
Contractor: City and County of Denver Denver Department of Public Health and Environment 200 West 14th Avenue Denver, CO 80204-2732				Amendment Contract Number: 2023*0296 Amendment #3		
Contract Performance Beginning Date: July 1, 2019				Current Contract Expiration Date: June 30, 2023		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2020*0368	\$118,651.00	\$0.00	\$0.00	7/1/2019-6/30/2020	\$118,651.00
Contract Amendment #1	2020*0368 Amendment #1	\$118,651.00	\$0.00	\$0.00	7/1/2020-6/30/2021	\$118,651.00
Contract Amendment #2	2022*0371 Amendment #2	\$143,752.00	\$0.00	\$0.00	7/1/2021-6/30/2022	\$143,752.00
Contract Amendment #3	2023*0296 Amendment #3	\$138,509.00	\$0.00	\$0.00	7/1/2022-6/30/2023	\$138,509.00
Current Contract Maximum Cumulative Amount						\$519,563.00

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR City and County of Denver Denver Department of Public Health and Environment SEE ATTACHED SIGNATURE PAGE	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
By: Signature	By: Signature
Name of Person Signing for Contractor	Name of Executive Director Delegate
Title of Person Signing for Contractor	Title of Executive Director Delegate
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Amendment Effective Date: _____

-- Signature and Cover Pages End --

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 under the State Controller Signature. 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 under the State Controller Signature or **July 1, 2022**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2023**, whichever is earlier.

4. **PURPOSE**

The Parties entered into the agreement to support all-hazard Medical Countermeasure Dispensing and Medical Material Management Distribution and Dispensing (MCDMMDD) planning and preparedness. To align with the PHEP cooperative agreement’s capabilities-based approach CRI requirements support the MCDMMDD capabilities. CRI supports MCDMMDD for all-hazards events, which includes the ability of jurisdictions to develop capabilities for U.S. cities to respond to a large scale biological event or emerging infectious disease (EID), with anthrax as the primary threat consideration.

The Parties now desire to increase funding and change Statement of Work for the following reason: to renew the contract for another year.

5. **MODIFICATIONS**

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

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. 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.
- C. The Parties now agree to modify Exhibit **B**, Statement of Work, of the agreement. Exhibit **B**, Statement of Work, is deleted and replaced in its entirety with Exhibit **B**, Statement of

Work, attached to this Amendment for the following reason: To update the work plan for the renewal period.

- D. The Parties now agree to modify Exhibit C, Budget, of the agreement. Exhibit C, Budget, is deleted and replaced in its entirety with Exhibit C, Budget, attached to this Amendment for the following reason: To add funds for the renewal period.
- E. The Parties now agree to modify Exhibit E, Federal Provisions. Exhibit E, Federal Provisions, is deleted and replaced in its entirety with Exhibit E, Federal Provisions, attached to this Amendment, for the following reason: To reflect changes to the federal award identification information.

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.

EXHIBIT B

STATEMENT OF WORK
Original Contract Number: 2020*0368

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Project Description:

This project serves to improve local community emergency response processes, plans and ability to efficiently respond, administer, and dispense Medical Countermeasures (MCM) during a public health emergency. The continual development, testing and planning to improve communication, tracking, and distribution of needed supplies to local communities from the state will allow local communities to quickly receive MCMs.

The Cities Readiness Initiative (CRI) is a Centers for Disease Control and Prevention (CDC) funded program to improve preparedness in large population centers to receive MCMs from the Strategic National Stockpile (SNS) for distribution to replenish depleted local supplies during large public health emergencies. The rapid response by local CRI jurisdictions is essential in preparing communities to respond to and recover from emergencies and threats which will protect the public health of all residents and visitors in Colorado.

II. Definitions:

1. BP4 -Budget Period 4
2. CDC-Centers for Disease Control & Prevention
3. CDPHE-Colorado Department of Public Health & Environment
4. CO-SHARE – Colorado State Health and Readiness Exchange
5. CRI-Cities Readiness Initiative
6. MCM-Medical Countermeasures
7. ORR-Operational Readiness Review
8. PHEP-Public Health Emergency Preparedness
9. SNS-Strategic National Stockpile

III. Work Plan:

Goal #1: Develop, sustain, and improve regional response to large public health emergencies needing life-saving medicines and medical supplies in Colorado.	
Objective #1: No later than the expiration date of the contract, demonstrate response capabilities related to a large-scale bioterrorist event or emerging infectious disease (EID) by utilizing pharmaceuticals and medical supplies from the Strategic national Stockpile (SNS).	
Primary Activity #1	The Contractor shall complete the CDC BP4 MCM Action Plan.
Sub-Activities #1	1. The Contractor shall update the CDC BP4 MCM Action Plan quarterly. 2. The MCM ORR Action Plan shall identify a minimum of five (5) priority areas to update their plan. a. Priority Areas can be selected from the following sources: i. gaps identified during the previous MCM ORR ii. exercises or drills iii. real world event iv. After Action Report/Improvement Plan v. Directives received from CDPHE vi. other priority areas approved by CDPHE

EXHIBIT B

Primary Activity #2	The Contractor shall complete all of the CRI requirements defined by CDC & ASPR for BP4.	
Standards and Requirements	1. The Contractor shall comply with all requirements listed in the CDC PHEP ORR Interim Guidance. This document is incorporated and made part of this contract by reference and is available on the following website: https://www.cdc.gov/cpr/readiness/mcm/cr.html 2. The Contractor shall comply with CDPHE directives related to updating priorities in the CDC BP4 MCM Action plan. 3. The Contractor shall request by email CDPHE approval to include other priority areas not identified in Activity into the MCM ORR Action plan.	
Expected Results of Activity(s)	1. Local communities in the CRI jurisdiction will improve emergency response skills by replenishing supplies, receiving and distributing MCM's from the SNS during a public health emergency.	
Measurement of Expected Results	1. Updated CDC BP4 MCM Action Plan	
		Completion Date
Deliverables	1. The Contractor shall submit the completed CDC BP4 MCM Action Plan via CO-SHARE.	No later than 90 days after the start date of the Contract.
	2. The Contractor shall submit updated CDC BP4 MCM Action Plans quarterly via CO-SHARE.	No later than December, March, June

IV. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the OEPR Grants Manager. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

V. Resolution of Non-Compliance:

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the OEPR Grants Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

FY 23 ANNUAL BUDGET - EXHIBIT C
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE)
DISEASE CONTROL AND PUBLIC HEALTH RESPONSE (DCPHR)

Agency Name	City and County of Denver Denver Department of Public Health and Environment	Program Contact Name, Title	Bill Benerman, EPR Manager
		Phone	720-865-5436
		Email	bill.benerman@denvergov.org
Budget Period	FY23	Fiscal Contract Name, Title	
		Phone	
		Email	
Project Name	CRI	Date Completed	

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.					
Position Title	Description of Work	Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Troy Staples - Emergency Management Specialist	CRI Training and Exercise	\$ 62,427.01	\$ 22,872.99	12%	\$ 10,236.00
Aubrey Sendra _ Emergency Management Specialist	CRI Coordinator	\$ 53,416.06	\$ 27,944.77	100%	\$ 81,360.83
Personnel Services / Hourly Employees					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
					\$ -
Total Personnel Services (including fringe benefits)					\$ 91,597.00
Contractors / Consultants (payments to third parties or entities)					
Contractor Name	Description of Work	Rate	Quantity		Total Amount Requested from CDPHE
					\$ -
Total Contractors/Consultants					\$ -
Sub Award					
Contractor Name	Description of Work	Rate	Quantity		Total Amount Requested from CDPHE
					\$ -
Total Subaward					\$ -
Travel					
Item	Description of Item	Rate	Quantity		Total Amount Requested from CDPHE
Mileage	Mileage Reimbursement for Personnel	\$ 0.58	4000		\$ 2,320.00
Conference Attendance	Conference for Personnel	\$ 3,500.00	2		\$ 7,000.00
Training	Training for Personnel	\$ 1,000.00	7		\$ 7,000.00
Total Travel					\$ 16,320.00
Supplies & Operating Expenses					
Item	Description of Item	Rate	Quantity		Total Amount Requested from CDPHE
Laptops and Notebooks	Computer Equipment for Personnel	\$ 3,000.00	2		\$ 6,000.00
General Office Supplies	General Office Supplies for Personnel	\$ 2,000.00	1		\$ 2,000.00
Computer Software	Staff Training and Exercise Tracking Software	\$ 10,000.00	1		\$ 10,000.00
					\$ -
Total Supplies & Operating Expenses					\$ 18,000.00
TOTAL DIRECT COSTS (TDC)					\$ 125,917.00
Less: Expenses per OMB 2CFR § 200					
Contractor in excess of \$25,000					\$ -
SubAward in excess of \$25,000					\$ -
Rent					\$ -
Equipment					\$ -
Other Unallowable Expenses					\$ -
Total Expenses per OMB 2CFR § 200					\$ -
MODIFIED TOTAL DIRECT COSTS (MTDC)					\$ 125,917.00
Indirect Costs					Annual Budget
Indirect Cost	Description of Item		Percentage		Total Amount Requested from CDPHE
Federally approved Indirect rate	Federally approved indirect rate provided - attach approved rate certificate				\$ -
CDPHE or other accepted agency rate					\$ -

10% de minimis allowable rate for Federal Awards	If a negotiated rate isn't established	10%	\$ 12,591.70
Total Indirect			\$ 12,592.00
TOTAL			\$ 138,509.00

All budget modifications must be pre-authorized by DCPHR program managers. Please contact the respective program manager PRIOR to incurring expenses in any budget category related to a modification.

Exhibit E**Federal Provisions - Public Health Emergency Preparedness Program-Cities Readiness Initiative**

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.

- a. Subrecipient: City and County of Denver, Denver Department of Public Health and Environment
- b. Subrecipient Unique Entity Identification Number:
 - Subrecipient UEI number: NHCESD6KEFH1
- c. The Federal Award Identification Number (FAIN) is NU90TP922028.
- d. The Federal award date is TBD
- e. The subaward period of performance start date is **07/01/2019** and end date is **06/30/2024**.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
7/01/2022 - 6/30/2023	TBD	TBD

- g. Federal award title of project or program: Public Health Emergency Preparedness Program-Cities Readiness Initiative.
- h. The name of the Federal awarding agency is: DEPARTMENT OF HEALTH AND HUMAN SERVICES Centers for Disease Control and Prevention and the contact information for the awarding official is Ruth Anderson yha@cdc.gov , Phone: 404-639-2737; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Miss Stephanie Burke, 4300 Cherry Creek Drive South OEPR Denver, CO 80246-1530.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is # **93.069** and the grant name is Public Health Emergency Preparedness.
- j. This award is not for research & development.
- k. Subrecipient is not required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- l. 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 CDPHE cost allocation plan.

2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.

4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.

5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE 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 Attachment.

7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE 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.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE 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 CDPHE 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.

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:

- a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
- b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");

- c. when required by Federal program legislation, 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 of Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
- e. the “Americans with Disabilities Act” (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
- f. when applicable, the Contractor shall comply with the provisions of the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule);
- g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
- h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
- i. 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 comply with 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.
- j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- k. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the Let 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.
- l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
- n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
- o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

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. CDPHE 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, CDPHE 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 CDPHE 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 CDPHE may terminate the Contract in accordance with the provisions in the Contract.

16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE 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 CDPHE 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