

1. Amending Action Rich Kluin 367-5692

- a. Amending Action ST00512A.2, adopted 12.02.20 by amending Contract Number 21-003 SD Department of Education to Contract No. 21-004 SD Department of Education (2021G-548).

2. Approval of Contracts Rich Kluin 367-5692

Item No.	Contract Number	Contractor	Project	Cost
a.	21-005 Southeast, BV	SD Department of Education	South Dakota UpSkill Program	\$131,000+/-
b.	21-006 Southeast, RK	Bureau of Administration	Obligation Recovery Center	\$15,000+
c.	21-007 Southeast, MF	SD Board of Regents, SD BOTE, SD TIs	Data Sharing Agreement	See contract

3. Amendment of Contract 21-004 SD Department of Education Rich Kluin 367-5692

**STATE OF SOUTH DAKOTA
TECHNICAL COLLEGES COVID RECOVERY FUND
REIMBURSEMENT AGREEMENT
AMENDMENT #1 (Agreement Number 2021G-548)**

Accordingly, Grant Agreement 2021G-548 is hereby amended as follows:

Section 3 is revised to read as follows:

3. Compliance with Laws and Federal Sub-recipient Status

The Sub-recipient will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to this Agreement, and will be solely responsible for obtaining current information on such requirements. By accepting this Agreement, the Sub-recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

A. This Agreement specifically creates a recipient-sub-recipient relationship between the State and the Sub-recipient for federal funding purposes. As such, the Subrecipient agrees to execute the Sub-recipient Responsibilities Annex contained in Annex A – Revised 12/09/2020 hereto. Upon execution, the Sub-recipient Responsibilities Annex shall be incorporated fully into this Agreement.

B. In the event of a conflict between the provisions of the Sub-recipient Responsibilities Annex and those set forth in this Agreement, the terms and conditions of this Agreement shall prevail. Until execution of the Sub-recipient

Responsibilities Annex and its incorporation into this Agreement, the State will have no obligation for reimbursement under this Agreement

C. The Sub-recipient understands and agrees that, in addition to the obligations in this Agreement, it will comply with all elements of the Uniform Grant Guidance (2 CFR 200.0 *et seq.*). Sub-recipient further understands and agrees that its obligation with respect to the Uniform Grant Guidance is an essential aspect of its performance under this Agreement and extends to, but is not limited to, the following:

- Conflict of interest;
- Mandatory disclosures;
- Pre- and post-award requirements;
- Cost principles;
- Financial reporting;
- Pass-through/sub-recipient requirements;
- Audit requirements.

Section 4 is revised to read as follows:

4. The State will make payment upon receipt and approval of a reimbursement request supported by such documentation required in Section 1 above. The State will reimburse Sub-Recipient's COVID-19 expenditures as follows:

- A. COVID-19 Testing: Up to \$50,000.00;
- B. Personal Protective Equipment and Cleaning Supplies: Up to \$15,000.00;
- C. Instructional Technology and Equipment: Up to \$31,000.00;
- D. Department of Labor-approved Adult Education Program Expenses (i.e., curricular investments, facility safety, technological infrastructure, training supports): Up to \$23,130.00

The TOTAL CONTRACT AMOUNT is \$119,130.00. Payment under this Agreement will be made consistent with SDCL ch. 5-26.

Section 5 is revised to read as follows:

5. Sub-recipient will adopt and use proper methods of administering the assistance requested through this Agreement, including the enforcement of any obligations imposed by law for carrying out this grant and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation. The foregoing responsibility for administration is in addition to any specific requirements outlined in Annex A – Revised 12/09/2020 or found in federal law or regulation, including those in 2 CFR 200.0 *et seq.*

Section 6 is revised to read as follows:

6. Indemnification and Remedies

A. The Sub-recipient agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability, costs, attorney fees, or other proceedings that may arise as the result of its performance hereunder.

B. The State is providing funds hereunder on the basis of the Sub-recipient's undertakings in this Agreement. In addition to any other rights and remedies provided for elsewhere in the Agreement, including its Annex A – Revised 12/09/2020, the Sub-recipient hereby agrees to repay the State an amount equal to any amount disallowed by a subsequent audit or investigation, or the amount determined by a subsequent audit or investigation, as well as any excess funds it receives from the State under this Agreement. As security for, and additional comfort of, its ability to perform its repayment obligation under this Agreement, the Sub-recipient hereby grants to State a right of offset and intercept for any State funding or payment to which the Sub-recipient is entitled, now or in the future, for so long as any repayment obligation created by this section 6.B. remains unsatisfied.

C. The various rights, powers, options, elections, and remedies of the State provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed the State by law, and shall in no way affect or impair the right of the State to pursue any other contractual, equitable, or legal remedy to which the State may be entitled. The election by the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

Section 15 is revised to read as follows:

15. The Sub-recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient review of any reimbursements made hereunder, including records and documents regarding applications, determination for eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. Sub-recipient's obligations above shall in no way limit the application of the additional record requirements outlined in Annex A- Revised 12/09/2020 – Sub-recipient Responsibilities Annex.

**ANNEX A
STATE OF SOUTH DAKOTA
DEPARTMENT OF LABOR AND REGULATION
Sub-Recipient Responsibilities Annex
Amendment #1
Between
Southeast Technical College (Referred to as Sub-Recipient)
and
State of South Dakota Department of Education Board of Technical Education**

Accordingly, Grant Agreement 2021G-548 is hereby amended as follows:

Section A.1 is revised to read as follows:

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION

Information for the Federal Award Identification, as described in 2 CFR 200.331(a) included in the attached Exhibit A – Revised 12/09/2020 and is incorporated herein. In

the event of a change in the award or funding source, the information included in Exhibit A – Revised 12/09/2020 may change. Sub-Recipient’s consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

Section A.3 is revised to read as follows:

3. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of reimbursing costs incurred by Sub-Recipient pursuant to the Coronavirus Relief Fund (Section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act). This grant is intended to cover necessary expenses associated with response to the Coronavirus Disease 2019 (“COVID-19”) public health emergency as follows:

1. Curricular Investments
2. Facility Safety
3. Technological Infrastructure
4. Training Supports

Exhibit A – Revised 12/09/2020 FEDERAL AWARD IDENTIFICATION

Sub-recipient’s name (which must match the name associated with the unique entity identifier): Southeast Technical College

- a. Sub-recipient’s name (which must match the name associated with the DUNS number): Southeast Technical College
- b. Sub-Recipient’s DUNS number and unique entity identifier: 932943542, 2021G-548
- c. Federal Award Identification Number (FAIN):
- d. Federal Award Date: 03/27/2020
- e. Sub-award Period of Performance: 03/01/2020 – 12/30/2020
- f. Amount of federal funds obligated to the Sub-Recipient by this agreement: 23,130.00
- g. Total amount of federal funds obligated to the Sub-Recipient: 96,000.00
- h. Total amount of federal award committed to the Sub-Recipient: 119,130.00
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: Coronavirus Relief Fund
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
US. Department of the Treasury, South Dakota Department of Education, Nick Wendell, 605-280-4331, Nick.Wendell@state.sd.us
US. Department of the Treasury, South Dakota Department of Labor and Regulation, Kendra Ringstmeyer, 605-773-4136, kendra.ringstmeyer@state.sd.us
- k. CFDA No(s) and Name(s): 23.019 Coronavirus Relief Fund
- l. Is this grant award for research and development (R & D)? No
- m. Indirect Cost Rate for federal award: The negotiated indirect cost rate or the allocation plan approved for the entity identified as Sub-recipient of this grant award notification applies to this grant award.