# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Statement of Work; Colorado Department of Public H

**Action Requested:** County Manager Signature

**Parties to the Agreement:** BOCC & CO Dept. Public Health & Environment

**Term Begins:** April 1, 2015 **Term Ends:** 9/30/2016 **Grant Contract #:**

**Summary:**

This is add'l funding for Emergency Preparedness & Response grant with specific conditions--to provide staff time of disease investigations, purchase PPE (personal protective equipment) as well as other outlined deliverables asso. with training and exercises. These funds cannot cover staff time used

**Fiscal Impact:** $15,000

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

**Finance Review:** (●) Required ( ) Not Required

Comments:
Additional funding not anticipated in the 2015 budget.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/8/2015

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

Comments:
ok db 6/11/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/11/2015 Certificate of Insurance Required Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/11/2015

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

Agenda Date: 6/16/2015

*Revised April 2015*

# STATEMENT OF WORK

**I. Entity Name: Gunnison County Department of Health and Human Services**

**Term:** April 1, 2015 – September 30, 2016

**II. Project Description:**

The purpose of this funding is to enhance Colorado's ability to Prevent, Prepare for, Respond and Recover from Ebola Virus Disease (EVD), by enhancing laboratory capacity and capability; disease surveillance; public and risk communication; state and local Ebola Concept of Operations Plans (CONOPS); the availability of personal protective equipment; training and education of the public health workforce; community and personal preparedness activities; and addressing gaps and other public health preparedness challenges related to public health preparedness and response to Ebola Virus Disease (EVD). This funding will also be used to support Active and Direct Active monitoring programs throughout the State. These public health actions will better protect potentially exposed individuals and the American public as a whole.

**III. Work Plan:**

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| **Goal #1:** Enhance Colorado's ability to Prevent, Prepare for, Respond and Recover from Ebola Virus Disease (EVD). | |
| **Objective #1:** Conduct monitoring for persons in the local public health jurisdiction who return from a country experiencing widespread Ebola transmission or countries with Ebola cases in urban settings with uncertain control measures. | |
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| **Primary Activity #1** | The Contractor shall develop active and direct active monitoring plans that are coordinated with the jurisdiction's broader operational and emergency response plans. |
| **Sub-Activity #1** | 1. Develop plans for following up on individuals who are lost in the monitoring process and those who are noncompliant. |
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| **Primary Activity #2** | The Contractor shall conduct Ebola traveler monitoring activities. |
| **Sub-Activities #2** | 1. Contact persons eligible for monitoring within 24 hours or arrival in the jurisdiction to asses Ebola exposure risk and issue a monitoring letter or public health order.<br>2. Ensure daily contact with persons under active monitoring or direct active monitoring during the monitoring period.<br>3. Report monitoring data weekly to CDPHE. |
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| **Objective #2:** No later than the expiration date of the Purchase Order provide Ebola preparedness response and recovery activities in Colorado local jurisdictions through planning and exercise. | |
| **Primary Activity #1** | **PLANNING:** The Contractor shall participate in Ebola Emergency Preparedness and Response planning, training, and planning coordination. |
| **Sub-Activities #1** | 1. The Contractor shall update their CONOPs plan for responding to Ebola, utilizing input from healthcare coalition members, infection control groups, and other jurisdictional response agencies.<br>2. The Contractor shall develop plans and protocols for rapid and appropriate public health actions due to suspected Ebola, including controlled movement and alternate travel plans, safe housing, compensation and other support for individuals under public health order, environmental cleaning and waste management in community settings, and coordination with healthcare facilities and jurisdictional authorities during quarantine and isolation.<br>3. The Contractor shall develop risk communication plans for the healthcare sector and public regarding Ebola<br>4. The Contractor shall assess, with healthcare system partners, jurisdictional public health and healthcare system training needs for Ebola response.<br>5. The Contractor shall provide training identified by jurisdictional assessment, including training in the proper use of PPE and cleaning and disinfecting procedures. |
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| **Primary Activity #2** | **EXERCISING:** The Contractor shall participate in Ebola Emergency Preparedness and Response exercises. |
| **Sub-Activities #2** | 1. The Contractor shall develop Ebola specific exercise scenarios and update<br>2. The Contractor shall develop and conduct an Ebola table top or functional exercise based on their updated CONOPs Plan that includes healthcare coalition members and other response agencies.<br>3. The Contractor shall ensure the Ebola table top or functional exercise date and location information is posted to CO.TRAIN.<br>4. The Contractor shall ensure the Ebola table top or functional exercise date and location information is posted on the Exercise calendar on CO-SHARE.<br>5. The Contractor shall complete an after action report and improvement plan based on completed table top or functional exercise. |
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| **Standards and Requirements** | 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.<br>2. Complete this work plan according to the CDPHE Communicable Disease Branch guidance document titled "Colorado Protocol for Monitoring Travelers from Ebola-Affected West African Countries" and associated documents, which are all distributed via email to local public health partners and posted as updates occur on the CO-SHARE web site at https://sites.google.com/a/state.co.us/co-share and incorporated and made part of this contract by reference.<br>3. Updated CONOPS planning should consistently connect with surveillance, selection of hospitals for Ebola treatment and assessment, monitoring, patient referral, and infection control activities.<br>4. The Contractor shall ensure that appropriate Regional Emergency Preparedness and Response Staff time and resources are allocated to support all identified activities for all local agencies within the region.<br>5. The Contractor shall provide an After Action Report and Improvement Plan for the Ebola table top or functional exercise based on lessons learned utilizing established Homeland Security Exercise Evaluation Program (HSEEP) documentation guidance.<br>6. The Contractor shall upload required deliverables into CO-SHARE using the following link http://sites.google.com/a/state.co.us/co-share/.<br>7. CDPHE Communicable Disease Branch will notify the Contractor of the contact information for the assigned epidemiologist for this contract. |
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| **Expected Results of Activity(s)** | 1. All persons in the local public health jurisdiction who return from a country experiencing widespread Ebola transmission or countries with Ebola cases in urban settings with uncertain control measures will be monitored by public health to ensure rapid identification of illness.<br>2. Public Health and emergency response agencies will acquire the necessary skills and tools to complete their responsibilities in the event of an outbreak of Ebola.<br>3. Effective communication and situational awareness will improve between CDPHE, local public health agencies, and organizations representing community collaborators through planning and exercises. |
| **Measurement of Expected Results** | 1. Weekly (for active monitoring) and daily (for direct active monitoring) monitoring data provided to the CDPHE Communicable Disease Branch will be examined to assess compliance, and transmitted to CDC.<br>2. Measures of Public Health Emergency Operations Plans effectiveness and validity will be evaluated per the performance measures for PHEP and HPP capabilities – resources to reference include:<br>a. An updated and tested (exercised) Ebola/infectious disease CONOPS that includes PUI protocols.<br>b. Evidence (meeting minutes, regional plans identifying partners involved) of collaborative Ebola/infectious disease planning at the Healthcare Coalition level<br>c. Ebola/infectious disease contact and notification protocols<br>3. Exercises will be evaluated through After Action Reports and Improvement Plans to determine plan or system response readiness. |

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| | 4. After Action Reports of real incident (PUI evaluation or treatment of a confirmed case) with Improvement Plans to and evidence of steps taken to fill gaps or resolve issues. | |
| | | **Completion Date** |
| **Deliverables** | 1. The Contractor shall submit via email or fax a signed copy of the monitoring letter or public health order to the CDPHE Communicable Disease Branch assigned epidemiologist for each monitored person. | Within 24 hours (or on the next business day if contact with the monitored person occurs on a weekend/holiday) of the Contractor receiving a signed copy from the monitored person |
| | 2. The Contractor shall submit monitoring data weekly via email or fax to the CDPHE Communicable Disease Branch assigned epidemiologist for persons undergoing monitoring. | By the close of business on Monday for data collected since the last report to CDPHE (or the next business day if Monday is a holiday) |
| | 3. The Contractor shall upload their agency's updated CONOPs Plan to the appropriate CO-SHARE Grant Reporting Folder. | No later than September 30, 2016 |
| | 4. The Contractor shall upload their agency's plans and protocols for rapid public health actions and risk communication in response to Ebola to the appropriate CO-SHARE Grant Reporting Folder | No later than September 30, 2016 |
| | 5. The Contractor shall upload the sign-in sheet from each exercise provided under this grant to the appropriate CO-SHARE Grant Reporting Folder. | Within 10 business days of the training date. |
| | 6. The Contractor shall upload the Table Top or Functional Exercise After-Action Report and Improvement Plan to the appropriate CO-SHARE Grant Reporting Folder. | Within 45 calendar days after completion of the exercise |
| | 7. The Contractor shall upload the sign in sheet from Table Top Exercise to the appropriate CO-SHARE Grant Reporting Folder. | Within 10 business days of the exercise date. |

**IV. Budget:**

| **Personnel** | | | | |
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| **Title:** | **Annual/Hourly /Salary Rate & Fringe** | **# of Months** | **% of Time FTE** | **Cost** |
| Public Health Nurse Generalist | $76,960.00 | 17 | 0.05 | $5,015.00 |
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| **Personnel Budget Total:** | | | | **$5,015.00** |
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| **Supplies/Operating/Other Direct Expenses** | | | | |

| Description | Cost |
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| PPE Supplies | $7,901.00 |
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| **Supplies/Operating/Direct Costs Budget Total:** | **$7,901.00** |
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| **Travel (In-State/Out-of-State)** | |
| **Description** | **Cost** |
| Mileage 2 round trips to Grand Junction | $276.00 |
| Per Diem | $144.00 |
| Hotel | $300.00 |
| | |
| **Travel Budget Total:** | **$720.00** |
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| **Consultant/Contractual** | |
| **Description** | **Cost** |
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| **Contractual/Consultant Budget Total:** | **$0.00** |
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| **Direct Costs Budget Total:** | **$13,636.00** |
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| **Administrative/Indirect Cost** | |
| **Indirect:** 10% of Total Direct Cost | **$1,364.00** |
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| **BUDGET TOTAL:** | **$15,000.00** |

**V. Additional Provisions:**

1. To receive compensation under the Purchase Order, the Contractor shall submit a signed **Monthly,** CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website http://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links and is incorporated and made part of this SOW by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with this Statement of Work and Budget. The Contractor shall submit the invoice using one of the following three methods.

   Mail to:

   OEPR Fiscal Staff
   Office of Emergency Preparedness and Response
   Colorado Department of Public Health and Environment
   A2-4350
   4300 Cherry Creek Drive South
   Denver, Colorado 80246

   Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: OEPR Fiscal Staff, cdphe_eprfiscal@state.co.us.

   Fax the completed and signed CDPHE Reimbursement Invoice Form and Expenditure Details page to: Attention: OEPR Fiscal Staff, 303-691-7811

Final billings under the Purchase Order must be received by the State within a reasonable time after the expiration or termination of the Purchase Order; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Purchase Order.

Unless otherwise provided for in the Purchase Order, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

## 2. ADDITIONAL PROVISIONS – FEDERAL FUNDS

This award does not include funds for Research and Development.

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| Procurement Method: | Exempt |
| Contractor DUNS: | 133115220 |
| Contractor Entity Type: | Political Subdivision of the State of Colorado |
| Classification: | Subrecipient |

The United States Department of Health and Human Services ("USDHHS"), through the Center of Disease Control ("CDC") has awarded as of 04/01/2015 $2,197,741.00 federal funds under Notice of Cooperative Agreement Award, hereinafter "NCAA", number **3U90TP000510-03S2.** The Purchase Order contains federal funds under CFDA number *(93.074)* and incorporates the following additional provisions for federal awards

**The following terms and conditions are in addition to the standard purchase order terms and conditions and are to be read and interpreted in conjunction with the provisions of the purchase order.** Wherever used in the following federal provisions, "Contractor" and "Vendor" shall have the same meaning. Contractor and/or Vendor – any party to which a Purchase Order is issued.

1. Conformance with Law. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include:

    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. the "Hatch Act" (5 U.S.C. 1501-1508) and Public Law 95-454, Section 4728
    c. 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");
    d. 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").
    e. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
    f. 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);
    g. if the Contractor is acquiring an interest in real property and displacing households or businesses in the performance of this Contract, then the Contractor is in compliance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act", as amended, (Public Law 91-646, as amended, and Public Law 100-17, 101 Stat. 246 - 256);

h. 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);
i. Section 2101 of the Federal Acquisition Streamlining Act of 1994, Public Law 103-355; and
j. If the Contractor is a covered entity under the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d – 1320d-8, the Contractor shall comply with applicable HIPAA requirements. **If Contractor is a business associate under HIPAA, Contractor hereby agrees to, and has an affirmative duty to, execute the State's current HIPAA Business Associate Agreement. In this case, Contractor must contact the State's representative and request a copy of the Business Associate Agreement, complete the agreement, have it signed by an authorized representative of the Contractor, and deliver it to the State.**
k. 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.
l. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
m. 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 60-1.3(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.
n. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
o. 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 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.
p. 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.
q. 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.

2. Contractor Affirmation. If the Purchase Order involves federal funds or compliance is otherwise federally mandated, then by accepting the Purchase Order the Contractor affirmatively avers that:
   a. the Contractor is in compliance with the requirements of the "Drug-Free Workplace Act" (Public Law 100-690 Title V, Subtitle D, 41 U.S.C. 701 et seq.);
   b. 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,
   c. the Contractor shall comply with all applicable regulations pursuant to Section 319 of Public Law 101-121, Guidance for New Restrictions on Lobbying, including, Certification and Disclosure, 29 C.F.R. 93.110(1990) and where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

3. Annual Audits. If the Contractor expends federal funds from all sources (direct or from pass-through entities) in an amount of $500,000 or more during its fiscal year, then the Contractor shall have an audit of that fiscal year in accordance with Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). If the Contractor expends federal funds received from the State in an amount of $500,000 or more during its fiscal year, then the Contractor shall furnish one (1) copy of the audit report(s) to the State's Internal Audit Office within thirty (30) calendar days after the Contractor's receipt of its auditor's report or nine (9) months after the end of the Contractor's audit period, whichever is

earlier. If (an) instance(s) of noncompliance with federal laws and regulations occurs, then the Contractor shall take all appropriate corrective action(s) within six (6) months of the issuance of (a) report(s).

**VIII. Monitoring:**

CDPHE's monitoring of the purchase order for compliance with performance requirements will be conducted throughout the purchase order period by the fiscal and program monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress report and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor.

**IX. Resolution of Non-Compliance:**

The Contractor will be notified in writing within **(30)** 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 Program 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 Terms and Conditions of this Purchase Order.

**X. Attestation:**

The Vendor agrees to perform services in accordance with the terms and conditions of the Purchase Order to include Statement of Work and Budget.

_____

Contractor Name (Print) and Title

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Contractor Signature

_____

Date