AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approved Task Order Contract – Waiver #154; Colora

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Statement of Work for Consumer Protection - Food Service Establishment Inspections etc

Fiscal Impact:

Submitted by: Randy Morgan **Submitter's Email Address:** rmorgan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Will authorize Gunnison County to collect fees for Food Service inspections, per the adopted 2016 budget. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/5/2016

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 6/8/2016 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/9/2016

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

Agenda Date: 6/21/2016

Revised April 2015

COLORADO
Department of Public Health & Environment

MEMORANDUM
Division of Environmental Health and Sustainability

TO: County Commissioners
Local Public Health Agency Director

FROM: Jeff Lawrence
Director, Division of Environmental Health and Sustainability

DATE May 27, 2016

Subject: FY17 Task Order

This memorandum is to ensure an understanding for the rational of the dollar amount listed in the contract included herein to be $0.00. State statute allows the department to delegate certain authorities to a local public health agency to administer specific retail food program functions including the granting of licenses [§25-4-1604(1)(a)] and the collection of the associated fees [§25-4-1607(10)]. The ability to collect the revenue is contingent on the delegation of these program functions [Exhibit B], therefore the amount of the contract is equal to the revenue collected in accordance with the authorities delegated to each agency and is not dollars being directly transmitted from the State to the local public health agency. A local public health agency may choose to direct dollars towards this program from the funding received as part of the Office of Planning, Partnership and Improvement (OPPI) "Local Planning and Support [Per Capita]" contract.

Colorado Department of Public Health & Environment
Instructions for Contract Processing

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Intergovernmental Entities/Local Health Agencies

I. Contract Document

☐ **Print** – 3 copies of the PDF contract document attached to the email. Double sided printing is encouraged but optional. Single sided copies will be accepted.

☐ **Signatures** – Each of the 3 contract documents must be signed by the signature authority for your organization. Original signatures are required. Please use blue ink if possible.

II. Signature Authority

***Attention Local Health Agencies:** Some agencies have signature authority letters on file with CDPHE. If your agency does not, please read and comply with the following instructions*

If the **individual signing your contract document is NOT listed below** as the signature authority for your entity type, you must provide 1 copy of a **Signature Authority Letter** or other regulatory document (resolution, charter, ordinance, etc) confirming the individual has the authority to enter into contracts on behalf of the organization.

- **Counties** – Board of County Commissioners Chairperson or Executive Director
- **County or District Board of Health** – Board of Health President or Executive Director
- **County or District Board of Social Services** – Board of Social Services Chairperson
- **Cities and Towns** – Mayor
- **Cities and Towns** – City Manager (if city manager structure)
- **School District** – School District Superintendent

III. Submission

☐ **Return** all 3 original signed contract documents and the Signature Authority documentation (if applicable) to the address below.

You may hand deliver your documents, send them by mail, or use a courier or delivery service such as FedEx or UPS. The use of a delivery service allows for overnight shipping if needed and provides tracking and delivery confirmation information. Hand delivery may be made to the CDPHE Mail Room in Building B between the hours of 7:30am – 5:00pm, Monday through Friday. Deliveries outside of those times will not be accepted. You will be provided a receipt for your delivery.

Colorado Department of Public Health & Environment
DEHS – A2
Attn: Maria Marquez
4300 Cherry Creek Drive South
Denver, CO 80246-1530

IV. Fully Executed Contract

You are not authorized to begin work until the contract is fully executed (signed by all parties). You will be notified of the date work can begin under this contract.

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CMS ROUTING NO. 17 FEFA 90813

APPROVED TASK ORDER CONTRACT – WAIVER #154

This task order contract is issued pursuant to master contract made on 01/17/2012, with routing number 13 FAA 00023.

STATE:
State of Colorado for the use & benefit of the
Department of Public Health and Environment
Division of Environmental Health and Sustainability
4300 Cherry Creek Drive South
Denver, CO 80246

CONTRACTOR:
Board of County Commissioners of Gunnison County
(a political subdivision of the state of Colorado)
200 East Virginia Avenue
Gunnison, CO 81230-2297

CONTRACTOR DUNS:

CONTRACTOR ENTITY TYPE:
Political Subdivision Colorado

CONTRACT MADE DATE:

CORE ENCUMBRANCE NUMBER:

BILLING STATEMENTS RECEIVED:

TERM:
This contract shall be effective upon approval by the State Controller, or designee, or on 07/01/2016, whichever is later. The contract shall end on 06/30/2017.

STATUTORY AUTHORITY: 25-4-1607(10), C.R.S.

CLASSIFICATION: >select one<

CONTRACT PRICE NOT TO EXCEED: $0.00

PROCUREMENT METHOD:
Exempt

FEDERAL FUNDING DOLLARS: $0.00

STATE FUNDING DOLLARS: $0.00

OTHER FUNDING DOLLARS:

Specify "Other":

BID/RFP/LIST PRICE AGREEMENT NUMBER:

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY17: $0.00
FY**:
FY**:
FY**:
FY**:

LAW SPECIFIED VENDOR STATUTE:

STATE REPRESENTATIVE:
Sean Scott
Deputy Director
DEHS - A2
4300 Cherry Creek Drive S.
Denver, CO 80246

PRICE STRUCTURE:

CONTRACTOR REPRESENTATIVE:
Joni Reynolds, Director
Gunnison County Dept. of Health and Human Srv
225 North Pine Street, Suite E
Gunnison, CO 81230-2333

PROJECT DESCRIPTION:
Provide environmental health services to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by the CDPHE for retail food establishments.

EXHIBITS:

The following exhibits are hereby incorporated:

Exhibit A - Additional Provisions (and any of its Attachments; e.g., A-1, A-2, etc.)
Exhibit B - Statement of Work (and any of its Attachments; e.g., B-1, B-2, etc.)

GENERAL PROVISIONS

The following clauses apply to this Task Order Contract. These general clauses may have been expanded upon or made more specific in some instances in exhibits to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control.

1. This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract including, but not limited to, Exhibit One thereto. The total term of this Task Order Contract, including any renewals or extensions, may not exceed five (5) years. The parties intend and agree that all work shall be performed according to the standards, terms and conditions set forth in the Master Contract.

2. In accordance with section 24-30-202(1), C.R.S., as amended, this Task Order Contract is not valid until it has been approved by the State Controller, or an authorized delegee thereof. The Contractor is not authorized to, and shall not; commence performance under this Task Order Contract until this Task Order Contract has been approved by the State Controller or delegee. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Task Order Contract. If the State Controller approves this Task Order Contract on or before its proposed effective date, then the Contractor shall commence performance under this Task Order Contract on the proposed effective date. If the State Controller approves this Task Order Contract after its proposed effective date, then the Contractor shall only commence performance under this Task Order Contract on that later date. The initial term of this Task Order Contract shall continue through and including the date specified on page one of this Task Order Contract, unless sooner terminated by the parties pursuant to the terms and conditions of this Task Order Contract and/or the Master Contract. Contractor's commencement of performance under this Task Order Contract shall be deemed acceptance of the terms and conditions of this Task Order Contract.

3. The Master Contract and its exhibits and/or attachments are incorporated herein by this reference and made a part hereof as if fully set forth herein. Unless otherwise stated, all exhibits and/or attachments to this Task Order Contract are incorporated herein and made a part of this Task Order Contract. Unless otherwise stated, the terms of this Task Order Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between the Master Contract and this Task Order Contract (including its exhibits

and/or attachments), or between this Task Order Contract and its exhibits and/or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of the Master Contract; 2) the Master Contract (other than the Special Provisions) and its exhibits and attachments in the order specified in the Master Contract; 3) this Task Order Contract; 4) the Additional Provisions - **Exhibit A**, and its attachments if included, to this Task Order Contract; 5) the Scope/Statement of Work - **Exhibit B**, and its attachments if included, to this Task Order Contract; 6) other exhibits/attachments to this Task Order Contract in their order of appearance.

4. The Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the Statement of Work, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**".

5. The State, with the concurrence of the Contractor, may, among other things, prospectively renew or extend the term of this Task Order Contract, subject to the limitations set forth in the Master Contract, increase or decrease the amount payable under this Task Order Contract, or add to, delete from, and/or modify this Task Order Contract's Statement of Work through a contract amendment. To be effective, the amendment must be signed by the State and the Contractor, and be approved by the State Controller or an authorized delegate thereof. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Task Order Contract on the effective date of such change as if fully set forth herein.

6. The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Task Order Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work - Exhibit B, establishes or creates standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Task Order Contract.

7. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is $100,000 or higher]*

   By entering into this Task Order Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

   Contractor's performance shall be evaluated in accordance with the terms and conditions of this Task Order Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Task Order Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Task Order Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Task Order Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

   Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and

prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

8. 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 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.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR:

Board of County Commissioners of Gunnison County
(a politicial subdivision of the state of Colorado)

Legal Name of Contracting Entity

_____

Print Name of Authorized Officer

_____

Signature of Authorized Officer

_____

Date

_____

Print Title of Authorized Officer

STATE OF COLORADO:

JOHN W. HICKENLOOPER, GOVERNOR

By: _____

For Executive Director

Department of Public Health and Environment

Department Program Approval:

By: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER:
Robert Jaros, CPA, MBA, JD

By: _____

Date _____

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ADDITIONAL PROVISIONS
To Task Order Contract Dated 05/20/2016 CMS Task Order Routing Number 17 FEFA 90813

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

1. Time Limit For Acceptance Of Deliverables.

   a. Evaluation Period. The State shall have **thirty (30)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

   b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **twenty (20)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

   c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **thirty (30)** calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within thirty (30) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order Contract or the Master Contract and all Task Order Contracts entered into pursuant to the Master Contract.

2. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

   The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

3. This award does not include funds for Research and Development.

4. **Fee Collection and Remittance**
   Pursuant to Section 25-4-1607(10), C.R.S., county and district boards of health shall collect retail food licensing fees when the county and district boards of health are authorized by the Department to enforce Sections 25-4-1604(1)(a), (c), (d), (e) and (h) of the Food Protection Act, 25-4-1601 *et seq*., C.R.S. Annual licensing fees are due from licensees at the beginning of each calendar year and cover work to be performed by the local public health agency throughout the calendar year. Local public health agencies remit $43.00 of the licensing fees to the Department, and maintain the balance of the fee to defray, in part, the costs associated with the administration of the retail food licensing program. If the Contractor chooses to terminate its participation in the retail food licensing program, or the Department rescinds the Contractor's delegation to perform the duties in Section 25-4-1604(1)(a), (c), (d), (e) and (h) of the Food Protection Act prior to the end of the calendar year, Contract shall remit to the Department the proportionate share of the annual fees collected by Contractor for the time period for which Contractor did not and/or was not authorized by the Department pursuant to a delegation to perform work pursuant to this Task Order Contract.

STATEMENT OF WORK
To Task Order Contract Dated 05/20/2016 CMS Task Order Routing Number 17 FEFA 90813

I. Project Description:

Local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment in maintaining a strong public health system. Each local public health agency shall assure the provision of Core Public Health Services within their jurisdiction. The scope of the provision of each Core Public Health Service is determined at the local level, and may differ across agencies based on community needs, priorities, funding and capacity.

II. Definitions:

CDPHE: Colorado Department of Public Health and Environment
DEHS: Division of Environmental Health and Sustainability
HACCP: Hazard Analysis Critical Control Points
VNRFPS: Voluntary National Retail Food Regulatory Program Standards

III. Work Plan

Goal #1: Provide environmental health services to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by the CDPHE for retail food establishments.	
Objective #1: The Contractor shall assure compliance with the *Food Protection Act, the Colorado Retail Food Establishment Rules and Regulations* and all other policies, regulations, interpretive memoranda, and documents issued by DEHS which are used to clarify interpretation and implementation of the laws, rules and regulations.	
Primary Activity #1	The Contractor shall conduct regulatory inspections of retail food establishments in accordance with state laws, regulations and standards.
Sub-Activities #1	1. The Contractor shall implement the State risk-based inspection methodology or an alternate risk-based methodology approved by the State. In order to be approved, alternate methodologies shall include implementation of State-approved intervention methods for highest risk establishments to minimize food-borne illness violations and to address critical item violations. 2. The Contractor shall conduct interventions for those retail food establishments that, through inspection data, are identified as having a large number of food-borne illness risk factors. An intervention is considered a routine inspection and can include onsite training, announced inspection, or a HACCP based critical item inspection. 3. The Contractor shall enter inspection, intervention and compliance data into the Contractor's digital database or into the State's digital database no later than five working days after the last day of each month.
Primary Activity #2	The Contractor shall uniformly implement and administer the *Food Protection Act*.
Sub-Activities #2	1. The Contractor shall issue new and renewal licenses and certificates of license using the State's digital database or Contractor-specific data system(s), and remit the State's $43.00 portion of each licensing fee to DEHS upon receipt of payment. 2. The Contractor shall respond to any plans and specifications or HACCP plans submitted within 14 days. a. The Contractor shall review and approve HACCP plans submitted by retail food establishments to verify and ensure that food handling risks are reduced to prevent food-borne illness outbreaks.

	b. The Contractor shall review all submitted plans for new or extensively remodeled retail food establishments. c. If a HACCP plan or other plan or specification is deemed inadequate, the Contractor shall provide written response to the submitter with a statement describing how such deficiencies may be corrected. 3. The Contractor shall hear and determine all complaints against licensees or grantees of certificates of license and administer oaths and issue subpoenas to require the presence of any person necessary to the determination of any such hearing. 4. The Contractor shall review all variance requests submitted by retail food establishments and provide a recommendation for approval or denial to be considered by CDPHE. 5. The Contractor shall enroll and maintain progress in the FDA's Voluntary National Retail Food Regulatory Program Standards (VNRFPS) as staffing resources allow. VNRFPS information is available on the following web site: http://www.fda.gov/Food/GuidanceRegulation/RetailFoodProtection/ProgramStandards/default.htm. Progress will include: a. Participation in statewide committees for the development of the State requirements for a particular standard. b. Demonstration of advancement toward compliance with VNRFPS standard number 2 assuring retail food inspectors meet national criteria for appropriate training and education to adequately perform required inspections and interventions. c. Demonstration of advancement toward compliance with VNRFPS standard number 3 assuring inspection focus on critical item risk factors, the correction of documented deficiencies, and assuring the focus of inspections on the highest risk establishments. d. Coordination with the department to facilitate DEHS audits of compliance audits performed as part of VNRFPS. e. Coordination with the department to conduct audits of DEHS for compliance with VNRFPS. 6. The Contractor shall use the State inspection form, or a form approved by the State, and mark the compliance status options for all critical violations as in compliance (In), out of compliance (Out), not applicable (NA), or not observed (NO) during each inspection. 7. The Contractor shall participate in individual and statewide trainings offered by DEHS for the retail food program or supporting data system(s). 8. The Contractor shall participate in the State's data standardization efforts.
Standards and Requirements	1. The Contractor shall assure compliance with the *Food Protection Act, C.R.S. 25-4-1601, et.seq*. This document is incorporated and made part of this contract by reference and is available on the following website http://www.sos.state.co.us/CCR/Welcome.do. 2. The Contractor shall assure compliance with the Colorado State Board of Health Rules 6 CCR 1010-2. These documents are incorporated and made part of this contract by reference and is available on the following website http://www.sos.state.co.us/CCR/NumericalDeptList.do#1000. 3. The Contractor shall complete retail food inspections at a sufficient rate to protect public health and maintain a consistent regulatory presence in the community (i.e. approximately 25% of annually required inspections completed per quarter). a. If extenuating circumstances, cause the contractor to complete less than 25% of the annually-required number of inspections in a quarter, the Contractor shall notify the State in writing of the extenuating circumstances. b. When the Contractor lacks program budget to provide a staffing level of one full-time equivalent (FTE) devoted to retail food safety for every 320 inspections to be performed, the Contractor shall include such information in their written notification to the State. The Contractor shall use Standard 8 from the 2013 VNRFPS as the basis for calculations in support of this justification. (FTE requirements calculated in accordance with Standard 8 may be compared with funding provided through retail food license revenues and local staffing costs when justifying proportionally

	appropriate work completion) c. The Contractor shall ensure all licensing fees collected are directed towards retail food program activities. 4. The Contractor shall have at least one employee that has successfully completed retail food establishment standardization through the DEHS, or have one employee who meets the eligibility requirements (including compliance with VNRFPS standard number 2) for standardization and participates in and successfully completes the standardization exercise when scheduled by DEHS. 5. The Contractor will as resources allow participate in statewide efforts to establish a uniform system to communicate health inspection results to the public. 6. The Contractor shall maintain inspection and compliance records for retail food establishments in a digital database in order for DEHS to determine: a. An accurate and complete inventory of existing retail food establishments; b. The number of inspections conducted; c. Completion rates for required inspections and interventions; d. The number of food-borne illness and critical item violations cited; e. Whether food-borne illness and critical items identified on retail food establishment inspections were corrected; f. Whether the required inspection frequency was met; and a. The number of enforcement actions taken to obtain compliance in retail food establishments.	
Expected Results of Activity(s)	Complete inspections and assure regulatory compliance in retail food establishments in proportion with the resources and funding available to each of these programs.	
Measurement of Expected Results	1. The number of retail food inspections required to be completed by the Contractor during the State fiscal year (based on the State's risk-based inspection scheduling methods or an alternate risk-based methodology approved by the State), and the number of inspections actually completed; The number of food-borne illness and critical item violations cited during retail food inspections, and whether these violations were corrected;	
		Completion Date
Deliverables	1. The Contractor shall submit semi-annual progress reports via email to the Deputy Director of DEHS in a format provided by DEHS.	No later than January 31 June 30
	2. If not using the State's digital database, the Contractor shall submit via email to the Deputy Director of DEHS an electronic data transfer (EDT) at a minimum of each quarter in accordance with data standardization workgroup protocol.	No later than October 31 January 31 April 30 July 31
	3. If not using the State's digital database, the Contractor shall submit a quarterly inspection and compliance progress summary, in a format provided by DEHS via email to the Deputy Director of DEHS. Quarterly reporting may be provided using the Contractor's data system reporting capabilities (i.e. the Contractor can submit "canned" reports with some or all data elements).	No later than October 31 January 31 April 30 July 31

IV. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Deputy Director of DEHS. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, inspection inventories, inspections reports, site visits, electronic data and joint inspections 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 fifteen (15) calendar days of discovery of a compliance issue. Within thirty (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 Deputy Director of DEHS 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.