AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's Signature; App

Action Requested: County Manager Signature

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

Term Begins: 7/1/17 **Term Ends:** 6/30/2018 **Grant Contract #:**

Summary:

This is yearly contract for Core Public Health Services. This includes maternal child health, child fatality review & prevention, health care services for children with special needs and childcare and school inspections.

Fiscal Impact: $74,334.37

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/2/2017

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

Comments:
ok db 6/7/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/7/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/7/2017

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

Agenda Date: 6/20/2017

Revised April 2015

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CMS ROUTING NO. CURRENT CMS#

18 FAA 97464

APPROVED TASK ORDER CONTRACT – WAIVER #154

This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 18 FAA 00023.

STATE:
State of Colorado for the use & benefit of the
Department of Public Health and Environment
Office of Planning, Partnerships and Improvement
4300 Cherry Creek Drive South
Denver, Colorado 80246

CONTRACTOR:
Board of County Commissioners of Gunnison County
(a political subdivision of the state of Colorado)
for the use and benefit of the
Gunnison County Department of Health and Human Services
225 North Pine Street, Suite E
Gunnison, CO 81230

CONTRACT MADE DATE: MAY 4, 2017

CORE ENCUMBRANCE NUMBER:

CT FAAA 2018257

CONTRACTOR ENTITY TYPE:

Political Subdivision Colorado

TERM:
This contract shall be effective upon approval by the State Controller, or designee, or on 7/01/2017, whichever is later. The contract shall end on 6/30/2018.

BILLING STATEMENTS RECEIVED:

Quarterly

STATUTORY AUTHORITY: Not Applicable

CLASSIFICATION: Subrecipient

PROCUREMENT METHOD:

Exempt

CONTRACT PRICE NOT TO EXCEED: $74,334.37

FEDERAL FUNDING DOLLARS: $15,726.00

STATE FUNDING DOLLARS: $58,608.37

OTHER FUNDING DOLLARS:

Specify "Other":

BID/RFP/LIST PRICE AGREEMENT NUMBER:

Not Applicable

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

FY 18: $74,334.37

LAW SPECIFIED VENDOR STATUTE:

Not Applicable

PRICE STRUCTURE: Fixed Price

STATE REPRESENTATIVE:

Heather Weir
Department of Public Health and Environment
Office of Planning, Partnerships and Improvement
4300 Cherry Creek Drive South
Denver, CO 80246

CONTRACTOR REPRESENTATIVE:

Carol Worrall, Public Health Director
Gunnison County Department of Health and Human Services
225 North Pine Street, Suite E
Gunnison, CO 81230

PROJECT DESCRIPTION:

Provide support for public health services, as established by the State Board of Health pursuant to §25-1-503(1), C.R.S. and in accordance with Section §25-1-512 C.R.S. and Section §24-75.1104.5 (1.5) (a) (IV) C.R.S. The district public health agency shall participate in assessment and planning efforts at the state, regional, and local level facilitated by the Office of Planning of Partnerships. These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health.

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.)
Exhibit C -	Budget (and any of its Attachments; e.g., C-1, C-2, etc.)
Exhibit D -	Option Letter
Exhibit E -	Grant Funding Change Letter

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 and Budget, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**" and "**Exhibit C**".

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.

SIGNATURE PAGE
Contract Routing Number: 18 FAA 97464

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR
Board of County Commissioners of Gunnison County for the use and benefit of the Gunnison County Department of Health and Human Services

Political Subdivision

Matthew Birnie
Print Name of Authorized Individual

County Manager
Print Title of Authorized Individual

Signature of Authorized Individual

6/7/17
Date

STATE OF COLORADO
John W. Hickenlooper, Governor

Colorado Department of Public Health and Environment
Larry Wolk, MD, MSPH, Executive Director and Chief Medical Officer

By: _____
Lisa McGovern
Purchasing and Contracting Section Director, CDPHE

_____
Date

PROGRAM APPROVAL
Colorado Department of Public Health and Environment

By: _____
Signature of Authorized CDPHE Program Approver

_____
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: _____

Effective Date: _____

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ADDITIONAL PROVISIONS
To Task Order Contract Dated 05/04/2017 CMS Task Order Routing Number 18 FAA 97464

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

1. This Task Order Contract contains state funds and federal funds (see Catalog of Federal Domestic Assistance (CFDA) number 93.994).

2. The United States Department of Health and Human Services ("USHHS"), through the Health Resources and Services Administration ("HRSA") has awarded as of 10/01/2016 anticipated federal funds of $1,417,917.00 under Notice of Cooperative Agreement Award, hereinafter "NCAA", number **B04MC30601-01-00**, to perform the following – Maternal and Child Health Services.

   If the underlying Award authorizes the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that Award, then the State shall reimburse the Contractor for any allowable and allocable expenses of the Contractor that have been incurred by the Contractor since the proposed Effective Date of this Task Order Contract. If the underlying Award does not authorize the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that Award, then the State shall only reimburse the Contractor for those allowable and allocable expenses of the Contractor that are incurred by the Contractor on or after the Effective Date of this Task Order Contract, with such effective date being the later of the date specified in this Task Order Contract or the date the Task Order Contract is signed by the State Controller or delegee.

3. 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 thirty (30) 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.

4. 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.

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

6. The State may require continued performance for a period of 4 terms at the same rates and same terms specified in the Contract. If the State exercises the option, it will provide written notice to Contractor at least 30 days prior to the end of the current contract term in a form substantially equivalent to **Exhibit D**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original contract. The total duration of this Task Order, including the exercise of any options under this clause, shall not exceed 5 years.

7. The State may increase or decrease the quantity of goods/services described in Exhibit B based upon the rates established in the task order. If the State exercises the option, it will provide written notice to Contractor at least 30 days prior to the end of the current contract term in a form substantially equivalent to **Exhibit D**. Delivery/performance of the goods/service shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original task order.

8. The State, at its discretion, may unilaterally increase or decrease the total funds available under this Grant, the funds available under the Grant during any State fiscal Year or the funds available for any specific line items described in this Grant. In order to exercise this right, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit E**. The exercise of this right shall not be valid until it has been approved by the contractor.

STATEMENT OF WORK
To Original Contract Routing Number 18 FAA 97464

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

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. The Office of Planning, Partnerships and Improvement and the local public health agency are accountable in assuring state moneys are being used effectively to provide Core Public Health Services.

II. Definitions:

1. CDPHE: Colorado Department of Public Health and Environment
2. CDS: CYSHCN Data System
3. CFPS: Child Fatality Prevention System
4. CYSHCN: Children and Youth with Special Health Care Needs
5. HCP: Program for Children and Youth with Special Health Care Needs
6. MCH: Maternal and Child Health

III. Work Plan:

A. Local Planning and Support

Goal #1: Strengthen Colorado's public health system by ensuring core public health services are available statewide.	
Objective #1: No later than the expiration of the contract, the Contractor shall provide support for Core Public Health Services.	
Primary Activity #1	The Contractor shall provide or assure the provision Core Public Health Services within their jurisdiction.
Sub-Activities #1	1. The Contractor shall participate in assessment and planning efforts at the state, regional and local level facilitated by the Office of Planning, Partnerships and Improvement.
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. 2. The Contractor shall comply with the *Core Public Health Services Rule 6 CCR 1014-7.* 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. 3. The Contractor shall utilize the Colorado Health Assessment and Planning System (CHAPS) guidance as a technical assistance resource for all activities. This information is located on the CDPHE local public health and environmental resources website https://www.colorado.gov/cdphe-lpha and is incorporated and made part of this contract by reference.

	4. The Contractor shall be guided by *Colorado Minimum Quality Standards for Public Health Services 6CCR 1014-9*. 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. 5. The Contractor shall contribute funding for its local health services as determined necessary by the Contractor to meet their local health needs. 6. CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided or assured.	
Expected Results of Activity(s)	Increase or maintain core public health services within the Contractor's jurisdiction to meet local needs.	
Measurement of Expected Results	Data provided in the Contractor yearly report provides evidence of the services provided or assured through another local public health agency and how these services are funded. Additional data is provided at the program level to CDPHE.	
		Completion Date
Deliverables	The Contractor shall submit a yearly report electronically to the Administrative Manager in a format provided the Office of Planning, Partnerships and Improvement.	No later than April 30, 2018

B. Maternal and Child Health Services

Goal #1: Optimize the health and well-being of mothers and children by employing primary prevention and early intervention public health strategies.	
Objective #1: No later than the expiration of the contract, the Contractor shall identify and address maternal and child health needs within their county jurisdiction to improve the health and well-being of mothers and children.	
Primary Activity #1	The Contractor shall implement evidence-based strategies to improve maternal and child health.
Sub-Activities #1	1. The Contractor shall select one or more of the identified MCH priorities on which to focus. 2. The Contractor shall complete the Maternal and Child Health Electronic Planning Form, including identification of selected priority(ies) and strategy(ies) to be implemented. 3. The Contractor shall meet with internal partners to identify ongoing areas of alignment between MCH and local public health improvement plan strategies, with the goal of accelerating the achievement of mutual objectives. 4. The Contractor shall implement activities to impact the MCH priority indicated on the Maternal and Child Health Electronic Planning Form. 5. The Contractor shall participate in a minimum of two progress check-in calls with their MCH consultant. 6. The Contractor shall complete the MCH portion of the Office of Planning, Partnerships, and Improvement's Local Planning and Support Yearly Report.
Primary Activity #2	The Contractor shall provide information and resources for community partners and families of children and/or youth with special health care needs, within their agreed upon jurisdiction.
Primary Activity #3	If HCP is selected on the most recently submitted MCH Electronic Planning Form, the Contractor shall implement HCP, a Program for Children and Youth with Special Health Care Needs, within their agreed upon jurisdiction.

Sub-Activities #3	1. The Contractor shall complete the HCP Electronic Planning Form. 2. The Contractor shall conduct outreach to community organizations to establish connections and strengthen referral systems with HCP. 3. The Contractor shall provide the HCP model of care coordination. 4. The Contractor shall have the option to participate in HCP statewide meetings every other month as scheduled. 5. The Contractor shall participate in a progress check-in call with their HCP consultant to review their annual HCP Electronic Planning Form.	
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. 2. The Contractor's work shall be guided by the MCH priority local action plans that correspond with their selected priorities. This information is located on the MCH website www.mchcolorado.org and incorporated and made part of this contract by reference. 3. The Contractor shall comply with HCP policies and guidelines, if HCP is selected on the MCH Electronic Planning Form. This information is located on the HCP website http://www.hcpcolorado.org and incorporated and made part of this contract by reference. 4. The Contractor shall use the MCH and HCP Electronic Planning Form provided by the Office of Planning, Partnerships and Improvement.	
Expected Results of Activity(s)	Increase or maintain the health status and needs of the maternal and child population within the Contractor's jurisdiction.	
Measurement of Expected Results	The expected results will be measured based on selections made to the MCH and HCP Electronic Planning Forms. All listed expected results may not apply. 1. Performance toward MCH objectives (Objective 1) shall be measured through completion of the MCH portion of the Office of Planning, Partnerships and Improvement's Local Planning and Support Contract electronic yearly report. 2. The Contractor meets at least 75% of their information and resource target in their annual HCP Electronic Planning Form. 3. The Contractor meets at least 75% of their care coordination target in their annual HCP Electronic Planning Form. 4. Data contained in CDS provides evidence of the children and/or youth provided with HCP care coordination services.	
		Completion Date
Deliverables	1. The Contractor shall submit the MCH and HCP Planning Form for the next contract period to the CDPHE Public Health Nurse Consultant electronically.	No later than June 1, 2018
	2. The Contractor shall submit the HCP Annual Report provided by CDPHE to the HCP Consultant electronically.	No later than June 30, 2018

C. Child Fatality Prevention System

Goal #1: Reduce the number of child deaths in Colorado due to the following causes: undetermined, unintentional injury, violence, motor vehicle incidents, child abuse and neglect, sudden unexpected infant deaths, and suicide.	
Objective #1: The Contractor shall conduct individual, case-specific, multidisciplinary reviews of child fatalities assigned to the local child fatality prevention review team.	
Primary Activity #1	The Contractor shall conduct individual, case-specific, multidisciplinary reviews of child fatalities assigned to the local child fatality prevention review team based on coroner's jurisdiction.
Sub-Activities #1	1. The Contractor shall access the Death Certificate File Transfer Protocol (FTP) Website on a monthly basis to obtain death certificates for each child fatality assigned to the local child fatality review team. 2. The Contractor shall gather case records from the coroner's office, law enforcement agencies, department of human services, hospitals, and other agencies for each child fatality assigned to the local child fatality review team. 3. The Contractor shall abstract critical data from case records and enter the data into the National Center Data Collection Website for each child fatality assigned to the local child fatality review team. 4. The Contractor shall develop case summaries for the purpose of completing the "Narrative" section (Section M) of the National Center Data Collection Website for each child fatality assigned to the local child fatality review team. 5. The Contractor shall coordinate and facilitate local child fatality review team meetings with multidisciplinary local child fatality review team members to conduct individual, case-specific reviews of child fatalities for the purpose of discussing and identifying prevention recommendations in the "Review Meeting Process" section (Section L) of the National Center Data Collection Website. 6. No later two months after reviewing a child fatality, the Contractor shall complete data entry for Sections A-N and click "Data entry completed" of the National Center Data Collection Website for each child fatality assigned to the local child fatality review team.
Objective #2: No later than the expiration date of this contract, the Contractor shall participate in statewide efforts to implement the Colorado Child Fatality Prevention System (CFPS).	
Primary Activity #1	The Contractor shall promote evidence-based injury and violence prevention strategies.
Sub-Activities #1	1. The Contractor shall provide input and vote on state-level prevention recommendations to be prioritized by the CFPS State Review Team for the CFPS annual legislative report. 2. The Contractor shall apply a public health approach to identify trends and patterns of child fatalities using local child fatality prevention review team data reports. 3. The Contractor shall apply a public health approach to identify prevention strategies and systems improvements to implement at the local level. 4. The Contractor shall implement evidence-based child fatality prevention strategies and system improvements at the local level. 5. The Contractor shall complete the Prevention Strategies Tracking Form for any prevention strategies and system improvements that are promoted and implemented at the local level.
Primary Activity #2	The Contractor shall participate in training opportunities facilitated by CFPS support staff at CDPHE.

Sub-Activities #2	1. The Contractor shall attend the annual local coordinator training hosted by CFPS support staff at CDPHE. 2. The Contractor shall participate in web-based trainings facilitated by CFPS support staff at CDPHE.
Primary Activity #3	The Contractor shall participate in statewide evaluation of the Colorado CFPS and complete state-level data collection tools and surveys.
Sub-Activities #3	1. The Contractor shall complete and submit the Local CFPS Annual Survey on an annual basis.
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. 2. The Contractor shall comply with the Child Fatality Prevention Act C.R.S. 25-20.5-404-409. 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. 3. The Contractor shall adhere to processes and policies outlined in the Colorado Child Fatality Prevention System (CFPS) Operations Manual to conduct individual, case-specific review of fatalities; identify prevention recommendations; and enter information regarding the child fatality into the National Center Data Collection Website. This document is incorporated and made part of this contract by reference and is available on the following website http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html. 4. Reviewable child fatalities include one or more of the following causes: undetermined causes, unintentional injury, violence, motor vehicle incidents, child abuse/neglect, sudden unexpected infant death (SUID), and suicide. 5. The Contractor shall maintain access and ensure the Local Child Fatality Prevention Review Team Coordinator has login credentials to the Death Certificate File Transfer Protocol (FTP) Website and the National Center Data Collection Website https://www.cdrdata.org/auth/login. 6. CDPHE will assign child fatalities for review to the Contractor based on the coroner's jurisdiction using the Death Certificate File Transfer Protocol (FTP) Website on a monthly basis. This website content is incorporated and made part of this contract by reference and is accessible at https://secft2.dphe.state.co.us/thinclient/Login.aspx. 7. The Contractor shall complete individual, case-specific, multidisciplinary reviews and data entry of child fatalities. 8. CDPHE will conduct quality assurance checks as defined on the Colorado Child Fatality Prevention website on the data entered into the National Center Data Collection Website for child fatalities reviewed by the Contractor. This information is incorporated and made part of this contract by reference and is available on the following website http://www.cochildfatalityprevention.com/. 9. The Contractor shall request technical assistance and training from the CFPS support staff at CDPHE by completing and submitting an online form. This form is incorporated and made part of this contract by reference and is available on the following website http://www.cochildfatalityprevention.com/p/contact-cfps-staff.html.

	10. CDPHE will analyze and aggregate child fatality data and disseminate this data to the Contractor in local child fatality prevention review team data reports. In addition, CDPHE will provide information and resources for evidence-based injury and violence prevention strategies and will make this information available on the Colorado Child Fatality Prevention website. This information is incorporated and made part of this contract by reference and is accessible at http://www.cochildfatalityprevention.com/p/prevention-efforts.html. 11. The Contractor shall incorporate information from the Colorado Child Fatality Prevention website on acceptable and approved uses of funding for child fatality, injury, and violence prevention strategies when implementing local prevention strategies. This website content is incorporated and made part of this contract by reference and is accessible at http://www.cochildfatalityprevention.com/p/prevention-efforts.html. 12. The Contractor shall use the electronic Prevention Strategies Tracking Form located on the Colorado Child Fatality Prevention website when tracking prevention strategies and system improvements. This information is incorporated and made part of this contract by reference and is available on the following website http://www.cochildfatalityprevention.com/. 13. The Contractor shall notify CFPS support staff at CDPHE within thirty (30) calendar days of a change of the Local Child Fatality Prevention Review Team Coordinator responsible for the performance of services provided under this contract. 14. Travel may be required from time to time by CDPHE. 15. The contractor shall attend meetings as requested by CDPHE.	
Expected Results of Activity(s)	1. Improved understanding of child fatality data in Colorado including circumstances, risk and protective factors, trends, and patterns surrounding the child deaths 2. Identification of evidence-based prevention recommendations to prevent future child fatalities from occurring in Colorado. 3. Implemented and evaluated child fatality prevention strategies at the state and local levels.	
Measurement of Expected Results	1. Sections A-N of the National Center Data Collection Website will be completed for 100% of child fatalities that occurred in Colorado and meets CFPS's review criteria within the local child fatality prevention review team's jurisdiction. 2. Increased number of prevention strategies implemented at the state and local levels as documented in the CFPS annual report, the Local CFPS Annual Survey, and the Prevention Strategies Tracking Form.	
		Completion Date
Deliverables	1. The Contractor shall complete entry of child fatality data into the National Center Data Collection Website for each child fatality assigned to the local child fatality review team.	No later than two months after conducting the child fatality review meeting.
	2. The Contractor shall submit the web-based Local CFPS Annual Survey provided by CDPHE electronically.	No later than August 31, 2017
	3. The Contractor shall provide input and vote on state-level prevention recommendations via a web-based survey provided by CDPHE electronically.	No later than April 15, 2018

	4. The Contractor shall submit the online Prevention Strategies Tracking Form for any prevention strategies that are promoted and implemented at the local level.	No later than September 30,2017, January 31, 2018, and May 31, 2018

D. DEHS Child Care and School 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 child care facilities and schools.	
Objective #1: The Contractor shall assure compliance with the Rules and Regulations Governing the Health and Sanitation of Child Care Facilities and all other regulations, interpretive memoranda, and documents issued by DEHS which are used to clarify interpretation of the law, rules and regulations.	
Primary Activity #1	The Contractor shall conduct regulatory inspections and assure regulatory compliance for child care facilities in accordance with state laws, regulations and standards.
Sub-Activities #1	1. The Contractor shall inspect each child care facility once every two years or on a risk-based inspection frequency at least once every two years. 2. The Contractor shall enter inspection, intervention and compliance data into the Contractor's digital database or the State's digital database no later than five working days after the last day of each month. 3. The Contractor shall implement performance measures to assure that employees correctly apply the governing regulations and ensure critical violations are corrected. 4. The Contractor shall use the State inspection form established marking guidance, 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. 5. The Contractor shall participate in individual and statewide trainings, joint inspections and standardizations offered by DEHS for the child care program.
Objective #2: The Contractor shall assure compliance with the Core Public Health Services regulations, the Rules and Regulations Governing Schools and all other documents issued by DEHS which are used to clarify interpretation of the law, rules and regulations.	
Primary Activity #2	The Contractor shall conduct regulatory inspections and assure regulatory compliance for schools in accordance with state laws, regulations and standards.
Sub-Activities #2	1. The Contractor shall inspect each school that contains a laboratory or wood shop or vocational program (high-risk school) once per year. 2. The contractor shall inspect each school that does not contain a laboratory or wood shop or vocational program (low-risk school) at least once every three years. 3. The Contractor shall participate in local, regional or statewide self-certification inspections in coordination with DEHS to assess compliance at schools. 4. The Contractor shall use the State inspection form established marking guidance, 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. 5. The Contractor shall enter inspection, intervention and compliance data into the Contractor's digital database or the State's digital database (DHD) no later than five working days after the last day of each month. 6. The Contractor shall participate in individual and statewide trainings offered by DEHS for the school program or supporting data system(s).	
Standards and Requirements	1. The Contractor shall comply with the Colorado State Board of Health Rules 6 CCR 1010-7, 6 CCR 1010-6. 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. 2. The Contractor shall provide inspections and assure compliance to establish and enforce sanitary standards for the operation and maintenance of schools and child care facilities. a. In accordance with Section 5 of 6 CCR 1014-7, Core Public Health Services, when sufficient appropriations are absent, the contractor shall set priorities for completing the required child care and school inspections, and include the list of priorities in its local public health plan submitted pursuant to section 25-1-505, C.R.S. 3. The Contractor shall maintain adequate inspection and compliance records for child care facilities and schools in a digital database in order for DEHS to determine: a. An accurate and complete inventory of existing child care facilities; b. The number of inspections conducted; c. The number of critical item violations cited during child care facility and school inspections, and whether critical items identified on inspections were corrected; d. Completion rates for required inspections; and, e. Whether the required inspection frequency was met.	
Expected Results of Activity(s)	Complete inspections and assure regulatory compliance in child care facilities and schools in proportion with the resources and funding available to each of these programs.	
Measurement of Expected Results	1. The number of child care facilities inspections required to be completed by the Contractor during the State fiscal year and the number of child care facility inspections actually completed; 2. The number of critical item violations cited during child care facility inspections, and whether critical items identified on inspections were corrected; 3. The number of high-risk school inspections required to be completed by the Contractor during the State fiscal year and the number of high-risk school inspections actually completed; 4. The number of low-risk school inspection required to be completed by the Contractor during the State fiscal year and the number of low-risk school inspections actually completed; and, 5. The number of critical item violations cited during school inspections, and whether critical items identified on inspections were corrected.	
		Completion Date
Deliverables	1. If not using the State's digital database, the Contractor shall submit a quarterly inspection data and compliance progress summary via email in a format provided by DEHS.	No later than October 31, 2017, January 31, 2018, April 30, 2018, and June 30, 2018

E. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Office of Planning, Partnerships and Improvement's Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, site visits 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.

F. Resolution of Non-Compliance:

The Contractor will be notified in writing within **(7)** 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 Contract Monitor 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.

Exhibit C

BUDGET
To Task Order - Contract Routing Number 18 FAA 97464

Budget:

Quarter	Local Planning and Support Amount	Maternal Child Health Amount	Child Fatality Prevention Amount	**TOTAL Payment**
July 1 through September 30, 2017	$13,777.09	$3,931.50	$875.00	**$18,583.59**
October 1 through December 31, 2017	$13,777.09	$3,931.50	$875.00	**$18,583.59**
January 1 through March 31, 2018	$13,777.09	$3,931.50	$875.00	**$18,583.59**
April 1 through June 30, 2018	$13,777.09	$3,931.50	$875.00	**$18,583.59**
Total	$55,108.37	$15,726.00	$3,500.00	**$74,334.37**

OPTION LETTER

Date:	State Fiscal Year:	Option Letter No.	CMS Routing #
			CORE Encumbrance #

1) **OPTIONS:** Choose all applicable options listed in §1 and in §2 and delete the rest.
   - **a.** Option to renew only *(for an additional term)*
   - **b.** Change in the amount of goods within current term
   - **c.** Change in amount of goods in conjunction with renewal for additional term
   - **d.** Level of service change within current term
   - **e.** Level of service change in conjunction with renewal for additional term
   - **f.** Option to initiate next phase of a contract

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:
   - a. **For use with Options 1(a-e):** In accordance with Section(s) of the Original Contract routing number between the State of Colorado, Insert Name of Department or Higher Ed Institution , and Contractor's Name, the State hereby exercises its option for an additional term beginning Insert start date and ending on Insert ending date at a cost/price specified in Section , AND/OR an increase/decrease in the amount of goods/services at the same rate(s) as specified in Identify the Section, Schedule, Attachment, Exhibit etc.
   - b. **For use with Option 1(f), please use the following:** In accordance with Section(s) of the Original Contract routing number between the State of Colorado, Insert Name of Department or Higher Ed Institution , and Contractor's Name, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc for the term beginning Insert start date and ending on Insert ending date at the cost/price specified in Section .
   - c. **For use with all Options 1(a-f):** The amount of the current Fiscal Year contract value is increased/decreased by $ amount of change to a new contract value of Insert New $ Amt to as consideration for services/goods ordered under the contract for the current fiscal year indicate Fiscal Year. The first sentence in Section is hereby modified accordingly. The total contract value including all previous amendments, option letters, etc. is Insert New $ Amt.

3) **Effective Date**. The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO
John W. Hickenlooper, Governor
Department of Public Health and Environment

By: _____
Lisa McGovern
Purchasing and Contracting Section Director, CDPHE

_____
Date

PROGRAM APPROVAL
Colorado Department of Public Health and Environment

By: _____
Heather Weir
Director, Office of Planning, Partnerships & Improvement

_____
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: _____

Effective Date: _____

GRANT FUNDING CHANGE LETTER

Date:	State Fiscal Year:	Grant Funding Change Letter (GFCL) #	CMS Routing # CORE Encumbrance #

TO: <Insert Grantee's name>
In accordance with Section of the Original Contract routing number , [insert the following language here if previous amendment(s), renewal(s) have been processed] as amended by [include all previous amendment(s), renewal(s) and their routing numbers], [insert the following words here if previous amendment(s), renewal(s) have been processed] between the State of Colorado, Department of Public Health and Environment and <insert contractor name> beginning <insert start date of original contract> and ending on <insert ending date of current contract amendment>, the undersigned commits the following funds to the Grant:

The amount of (federal, state, other) grant funds available and specified in Section of <insert previous contract modification number and routing number> is ☐ increased or ☐ decreased by $ amount of change to new total funds for the period <date to date> of $ <insert new period cumulative total> for the following reason: Section is hereby modified accordingly. The revised Budget is incorporated herein by this reference and identified as Revised Exhibit *. (if budget attached; delete sentence if no budget included.)
Complete the table below; insert/delete rows as needed.
The table below reflects the original budget and all modifications to the total since the effective date of the Original Contract.

SUMMARY OF CHANGES					
Document Type	**CMS Routing #**	**Funding Source** (federal, state, other)	**Period**	**Dollar Amount**	**Period Total**
Original Contract				$	$
				$	$
				$	$
				$	$
				$	$
			Contract Cumulative Grand Total	$	

This Grant Funding Change Letter does not constitute an order for services under this Grant.
The effective date of hereof is upon approval of the State Controller or <insert projected effective date>, whichever is later.

STATE OF COLORADO
John W. Hickenlooper, Governor
Department of Public Health and Environment

By: _____
Lisa McGovern
Purchasing and Contracting Section Director, CDPHE

_____
Date

PROGRAM APPROVAL
Colorado Department of Public Health and Environment

By: _____
Heather Weir
Director, Office of Planning, Partnerships & Improvement

_____
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: _____
Name of Agency Delegate-Please delete if contract will be routed to OSC for approval.

Effective Date: _____

Colorado Department of Public Health & Environment
Instructions for Contract Processing

(New Contract OR Amendment used for any type of modification)

*****

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
Attn: Office of Planning, Partnerships and Improvement
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.