AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: County Manager Signature

Parties to the Agreement: Colorado Department of Public Health and Environment

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

Summary:

Retail Food Establishment enforcement of standards

Fiscal Impact: 0

Submitted by: Joni Reynolds **Submitter's Email Address:** jreynolds@gunnisoncounty.org

Finance Review: ◉ Required ○ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
ok db 8/13/18

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/13/2018 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/13/2018

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 8/21/2018

Revised April 2015

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CMS ROUTING NO. 19 FEFA 112353

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
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) for the use and benefit of the Gunnison County Department of Health and Human Services

225 North Pine Street, Suite E
Gunnison, CO 801230-2333

CONTRACTOR DUNS:

CONTRACTOR ENTITY TYPE:
Political Subdivision

CONTRACT MADE DATE: 7/17/2018

CORE ENCUMBRANCE NUMBER:

BILLING STATEMENTS RECEIVED:
>select one<

TERM:
This contract shall be effective upon approval by the State Controller, or designee, or on 07/30/2018, whichever is later. The contract shall end on 06/30/2019.

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

CLASSIFICATION: Subrecipient

CONTRACT PRICE NOT TO EXCEED: $0.00

PROCUREMENT METHOD:
Exempt

FEDERAL FUNDING DOLLARS:

STATE FUNDING DOLLARS: $0.00

OTHER FUNDING DOLLARS:

Specify "Other":

BID/RFP/LIST PRICE AGREEMENT NUMBER:

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY19: $0.00

LAW SPECIFIED VENDOR STATUTE:

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

PRICE STRUCTURE: >select one<

CONTRACTOR REPRESENTATIVE:
Joni Reynolds
225 North Pine Street, Suite E
Gunnison, CO 81230

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.)
Exhibit C -	Option Letter Provisions

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 " ".

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: 19 FEFA 112353

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
Gunnison County Department of Health and Human Services

a political subdivision

_____
Print Name of Authorized Individual

_____
Print Title of Authorized Individual

_____
Signature of Authorized Individual

_____
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
Jeff Lawrence
DEHS Division Director

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 7/17/2018 CMS Task Order Routing Number 19 FEFA 112353

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.

5. 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.

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

7. The State**,** at its discretion, shall have the option to extend the term under this Task Order beyond the Initial Term for a period or for successive periods, of 1 year at the same rates and under the same terms specified in the Task Order. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit C**. If exercised, the provisions of the Option Letter shall become part of and be incorporated in the original Task Order. The total duration of this Task Order shall not exceed 5 years.

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STATEMENT OF WORK
To Task Order Contract Dated 07/17/2018 CMS Task Order Routing Number 19 FEFA 112353

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:

1. CDPHE: Colorado Department of Public Health and Environment
2. DEHS: Division of Environmental Health and Sustainability
3. HACCP: Hazard Analysis Critical Control Points
4. Intervention: is considered a routine inspection and can include onsite training, announced inspection, or a HACCP-based critical item inspection.
5. VNRFPS: Voluntary National Retail Food Regulatory Program Standards

III. Work Plan

A. DEHS – Retail Food

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: No later than the expiration date of this contract, the Contractor shall comply 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. 3. The Contractor shall enter inspection, intervention and compliance data into the State's digital database or the Contractor's digital database no later than five (5) working days after the last day of each month. 4. The Contractor shall complete semi-annual progress reports. 5. The Contractor shall complete an electronic data transfer (EDT) report at a minimum of each quarter, if not using the State's digital database. 6. The Contractor shall complete a quarterly inspection and compliance progress summary, if not using the State's digital database.
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 applicable 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 US Food and Drug Administration's (FDA) 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 comply 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 https://www.colorado.gov/pacific/sites/default/files/DEHS_RetailFd_FoodProtectionAct_RFLaw_25-4-16.pdf 2. The Contractor shall comply 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/GenerateRulePdf.do?ruleVersionId=5192 3. The Contractor shall complete retail food inspections at a sufficient rate to protect public health and maintain a consistent 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 verify all licensing fees collected are directed towards retail food program activities. 4. The Contractor shall have at least one (1) employee that has successfully completed retail food establishment standardization through the DEHS, or have one (1) 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. If the Contractor chooses to communicate inspection results to the public, the Contractor shall utilize the State-approved methodology. 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 g. The number of enforcement actions taken to obtain compliance in retail food establishments. 7. DEHS will provide to the Contractor report templates a. semi-annual progress report template b. a quarterly inspection and compliance progess summary template.	
Expected Results of Activity(s)	Complete inspections and assure regulatory compliance in retail food establishments in proportion with the revenue generated from retail food license fees established by the State so that Contractor can maintain compliance with Title 25, Article 4, Part 16, C.R.S.	
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; 2. 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 via email to the Deputy Director of DEHS semi-annual progress reports.	No later than January 31 June 20

	2. 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, if not using the State's digital database.	No later than October 31 January 31 April 30 June 20
	3. The Contractor shall submit via email to the Deputy Director of DEHS a quarterly inspection and compliance progress summary, if not using the State's digital database. 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 June 20

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, inspection reports, site visits, electronic data and joint inspections and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

V. Resolution of Non-Compliance:

The Contractor will be notified in writing within 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.

OPTION LETTER

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

DELETE all **BLUE** text, **CUSTOMIZE Red text** and **CHANGE** Red text to **Black** after customization.

1) **OPTIONS:** Choose all applicable options listed below
   - **a.** Option to extend for a renewal or additional term
   - **b.** Option to change amount of goods
   - **c.** Option to change amount of services
   - **d.** Option to change contract rates
   - **e.** Option to initiate next phase of contract

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:
   - **a. For use with Options a:** In accordance with Section(s) enter section the Original Contract referenced above between the State of Colorado, Colorado Department of Public Health and Environment**,** and enter Contractor's name the State hereby exercises its option for an additional term beginning insert start date and ending on insert end date at the rates stated in the Original Contract, as amended.
   - **b. For use with Option b and c.** In accordance with Section(s) enter Section of the Original Contract routing number referenced above, between the State of Colorado, Colorado Department of Public Health and Environment**,** and enter Contractor's name the State hereby exercises its option to Increase/Decrease the quantity of Goods/Services or both at the same cost/price as specified in enter Exhibit/Attachment name.
   - **c. For use with Option d.** In accordance with Section(s) enter section of the Original Contract routing number referenced above, the State hereby exercise its option to modify the Contract rates specified in Exhibit/Section Number. The Contract rates attached to this Option letter in Exhibit/Attachment Name replace the rates in the original Contract as of the Option Effective Date of this Option Letter.
   - **d. For use with Option e:** In accordance with Section(s) enter section of the Original Contract routing number referenced above, the State hereby exercise its option to initiate Phase indicate which Phase: 2, 3, 4 etc. which shall begin on insert start date and ending on insert end date at the cost/price specified in Section enter section the Original Contract referenced above.
   - **e. For use with Options a, b, c that modify the contract value:** The amount of the current Fiscal Year contract value is increased/decreased by $ enter amount of change to a new contract value of insert new $ amount as consideration for services/goods ordered under the contract for the current fiscal year Indicate Fiscal Year. The first sentence in Section enter section of the original contract is hereby modified accordingly. The amended total contract financial obligation including all previous amendments, option letters, etc. is insert new $ amount.

3) **Effective Date:** The effective date of this Option Letter is upon approval of the State Controller if exact date is required complete the following: enter date, and include the following: whichever is later.

STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Public Health and Environment	PROGRAM APPROVAL:
By: Lisa McGovern, Purchasing & Contracts Section Director Date: _____	**By:** _____ Date: _____

ALL CONTRACTS REQUIRE APPROVAL 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.

SAMPLE

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

SAMPLE