AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Approved Task Order Contract – Waiver #154; Colorado Department of Public Health and Environment Routing No. 15 FLA 66972; Family Planning Services; 7/1/14 thru 6/30/16; $100,670

Action Requested: Board of County Commissioners' Signature

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

Term Begins: 7-1-14 **Term Ends:** 6/30/2016 **Grant Contract #:**

Summary:
This is the usual, annual state Family Planning contract. This is a 2 year grant to: Reduce unintended pregnancy by insuring access to quality reproductive health services to all Coloradans.

Fiscal Impact: $100,670

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

Finance Review: (●) Required ( ) Not Required

Comments:

This is a 2 year contract renewal with funding for just FY15 allocated in the amount of $100,670. This is an increase of funding by $18,989. We will need to prepare a budget amendment to reflect the increase. 10% indirect cost is included.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 4/21/2014

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 4/28/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 4/28/2014

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

Agenda Date: 5/6/2014 Follow Up Agenda Date:

Revised April 2013

Colorado Department of Public Health & Environment
Instructions for Contract Processing

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

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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
PSD-Contracts-A5
Attn: Wayne East
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.

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
PSD-FPP
4300 Cherry Creek Drive South
Denver, Colorado 80246

CONTRACTOR:
Board of County Commissioners of Gunnison County
(a political subdivision of the state of Colorado)
200 East Virginia Avenue
Gunnison, Colorado 81230-2297
for the use and benefit of the
Gunnison County Department of Health and Human Services
225 North Pine Street, Suite E
Gunnison, Colorado 81230-2333

TASK ORDER MADE DATE:
3/28/14

CONTRACTOR ENTITY TYPE:
Colorado Political Subdivision

PO/SC ENCUMBRANCE NUMBER:
PO FLA PSD1566972

TERM:
This Task Order shall be effective upon approval by the State Controller, or designee, or on 07/01/2014, whichever is later. The Task Order shall end on 06/30/2016.

BILLING STATEMENTS RECEIVED:
Monthly

STATUTORY AUTHORITY:
Not Applicable

PRICE STRUCTURE:
Cost Reimbursement

PROCUREMENT METHOD:
Exempt

CONTRACT PRICE NOT TO EXCEED:
$100,670.00

FEDERAL FUNDING DOLLARS: $50,741.00
STATE FUNDING DOLLARS: $21,732.00
PRIVATE FUNDING DOLLARS: $28,197.00

BID/RFP/LIST PRICE AGREEMENT NUMBER:
Not Applicable

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY 15: $100,670.00

LAW SPECIFIED VENDOR STATUTE:
Not Applicable

STATE REPRESENTATIVE:
Jody Camp
Department of Public Health and Environment
PSD-FPP
4300 Cherry Creek Drive South
Denver, CO 80246

CONTRACTOR REPRESENTATIVE:
Carol Worrall, Director of Public Health
Gunnison County Department of Health and Human Services
225 North Pine Street, Suite E
Gunnison, Colorado 81230-2333

SCOPE OF WORK:
Reduce unintended pregnancy by insuring access to quality reproductive health services to all Coloradans.

EXHIBITS:

The following exhibits are hereby incorporated:

Exhibit A - Additional Provisions (and its attachments if any – e.g., A-1, A-2, etc.)

Exhibit B - Statement of Work (and its attachments if any – 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 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.

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 political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services
Legal Name of Contracting Entity

_____
Signature of Authorized Officer

_____
Print Name of Authorized Officer

_____
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 03/28/2014 - Contract Routing Number 15 FLA 66972

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 federal, state, and private funds (see Catalog of Federal Domestic Assistance (CFDA) number 93.217)

2. The United State Department of Health and Human Services ("USDHHS"), through the US Public Health Service ("USPHS") has awarded federal funds under Notice of Cooperative Agreement Award, hereinafter "NCAA", number 6 FPHPA080079-43, to perform the following: contraceptive education and clinical services, preventative health counseling and education services, reproductive health related testing and screening and referrals, training, outreach. client recruitment and community engagement.

   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. Notwithstanding the terms contained in *General Provisions* of the Master Contract, Section 27, *Annual Audit*, for the purpose of this Task Order, the Contractor is a Vendor as defined by Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

4. To be considered for payment, all Family Planning services must be entered into iCare system within **thirty (30)** days of service being performed. Contractors shall only be paid for cases that meet eligibility, performance and data requirements. Contractors shall be reimbursed 1/12th of an annual award on monthly basis. The total contract amount is based on an annual award that was determined by number of clients served in the previous year and total available funds. In addition, Contractor shall be reimbursed an amount pre-determined by CDPHE for the purchase of Long Acting Reversible Contraception (LARC) methods. This amount is included in the original award document provided to the Contractor.

   To receive compensation under the Task Order Contract, the Contractor shall submit a signed **Monthly** Fee for Service Reimbursement Invoice Form. This form is accessible from https://sites.google.com/site/titlexhub/ and is incorporated and made part of this Task Order Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Monthly Fee for Service Reimbursement Invoice must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with this Statement of Work. LARC method purchase must be detailed on the invoice and should be accompanied by evidence of payment, including a receipt or invoice and a financial ledger report that shows the posted expense.

   The Monthly Fee for Service Reimbursement Invoice should be scanned into an electronic document and emailed to cdphe_familyplanning@state.co.us

   To be considered for payment, billings for payments pursuant to this Task Order Contract must be received within a reasonable time after the period for which payment is requested, but no later than forty-five (45) calendar days after the relevant performance period has passed. Final billings under this Task Order Contract must be received by the State within a reasonable time after the expiration or termination of this

Task Order Contract; but no later than forty-five (45) calendar days from the effective expiration or termination date of this Task Order Contract.

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

Sliding Fee Scale: The Contractor's charges for services to clients who are above 100% of poverty level shall be based on a sliding fee scale that takes into account a client's family size and/or individual income and is approved by the State. These charges and the sliding fee scale shall be made available to all clients of the Contractor, the general public, and the State. This document is incorporated and made part of this Task Order Contract by reference and is available on the following website https://sites.google.com/site/titlexhub in the Administrative Manual Fiscal Form section. . Charges shall be based upon the Contractor's actual costs to provide these services as determined by a cost analysis. The Contractor and the State shall review these costs annually. The Contractor shall insure that all clients understand that they will not be denied services because of an inability to pay any of the Contractor's sliding fee charges.

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 Task Order Contract term. CDPHE will notify the contractor of all updates. The Contractor shall comply with all updates upon receipt of notification.

Fiscal and Spending Contract Award: It is important that accurate expenses are reflected in each Task Order Contract budget. The Contractor must spend the entire awarded and budgeted amount for services identified in the annual approved project budget. Failure to provide projected services, submit invoices in a timely manner, and/or failure to spend the award at a rate that results in the full award being expended at the end of the program year may result in reduced funds the following year and/or lack of eligibility for mid-year and other additional funding opportunities.

5. 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.

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

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

7. The list of acronyms attached hereto as **Attachment A-1** may be referenced to in **Exhibit A**, **Exhibit B**, and all and any attachments thereof in this Task Order Contract.

8. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan or for any modification to the Budget in excess of twenty-five percent (25%) of the total budget. Contractor shall submit a **Budget Revision Request Form** to request prior approval for all budget modifications in excess of twenty-five percent (25%) of the total budget. The **Budget Revision Request Form** is incorporated and made part of this Task Order Contract by reference and is located at http://www.colorado.gov/cs/Satellite/CDPHE-PSD/CBON/1251618366665 under Fiscal Forms tab. Any request for modification to the Budget in excess of twenty-five percent (25%) of the total budget or $250,000.00, whichever is less, shall be submitted to the State at least 90 days prior to the end of the contract period and may require an amendment in accordance with Section 5 of this Task Order Contract.

9. If Contractor indicates full expenditure of funds under this Task Order Contract by June 30th of each grant year and the full expenditure does not occur, CDPHE has the option to reduce current or upcoming Task Order Contract by said amount or a percent deemed reasonable by CDPHE. The State will notify the Contractor of the potential need to decrease the current or upcoming budget. If the Contractor indicates at a later date than March 31st of each grant year an expectation of surplus of funds or inability to fully expend said funds for unforeseen circumstances that Contractor had not anticipated by March 31st, CDPHE will reallocate unspent funds without any penalties to the Contractor.

   Upon receipt of timely written notice of an objection by the State for inability to fully expend funds, the Contractor shall have a reasonable period of time not to exceed ten (10) calendar days to respond to the action. If no dispute is received by the State within ten (10) calendar days, the State has the option to reduce the current budget for the current year and any upcoming budget for future contractual agreements.

10. Contractor shall only use program income generated from client fee collections and donations for family planning purposes that further the objectives of the legislation under which this Task Order Contract is entered into. In accordance with Title X guidelines, the Contractor shall not charge for any Title X required services provided to clients who are at or below 100% of the official poverty line as defined by the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2). If the State receives new poverty guidelines during the term of this Task Order Contract, then the State will immediately notify the Contractor. The Contractor shall use these new poverty guidelines, if any, upon receipt of notification thereof from the State.

11. All money received by the Contractor from the State under this Task Order Contract shall be used by the Contractor to provide contraceptive services to qualified family planning clients.

12. The State may require forms attached to this Task Order Contract and incorporated herein to be updated by the Contractor during the term of this Task Order Contract. The State shall notify the Contractor of newly developed forms. Forms are incorporated and made part of this Task Order Contract by reference and located on http://www.colorado.gov/cs/Satellite/CDPHE-PSD/CBON/1251618366665 under Administrative Forms tab.

13. The Contractor agrees to follow the Title X rules and regulations incorporated and made part of this Contract by reference and available on the following websites:

    Title X Legislative Mandates: http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates/
    Title X Statutes and Regulations: http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations/
    Title X Program Guidelines: http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/program-guidelines/
    Title X Program Instructions: http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/program-instructions/

14. Notwithstanding the terms contained in General Provisions of the Master Contract, Section 9, *Rights in Data, Documents and Computer Software or Other Intellectual Property*, unless otherwise provided for, all data collected or produced or derived exclusively from the Contractor's or subcontractor's work under this Task Order Contract shall remain the sole property of the State, whether in individual, aggregate, identified or de-identified form or any other form required by the State. To facilitate follow-up, research, surveillance and evaluation, any such data collected, used or acquired shall be made available in any form required by the State, to the State and any other entity designated by the State.

    Any such data collected, used or acquired shall be used solely for the purposes of this Task Order Contract. The Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known any such data to unauthorized persons without the express prior written consent of the State or as otherwise required by law. This includes a prior written request by the Contractor to the State for submission of abstracts or reports to conferences, which utilize data collected under this Task Order Contract.

    Notwithstanding the foregoing, the Contractor shall be entitled to retain a set of any such data collected or work papers necessary to perform its duties under this Task Order Contract and in accordance with professional standards.

15. Notwithstanding the terms contained in *General Provisions* of the Master Contract, Section 9, *Rights in Data, Documents and Computer Software or Other Intellectual Property*, or Section 23.i, *General Provisions, Media or Public Announcements*, the State of Colorado, specifically the Department of Public Health and Environment, shall be the owner of all printed materials, graphic representations, educational materials, audio-visual products, or any other media, in whatever form, created under this Task Order Contract. This requirement applies, but is not limited to, any brochure, flyer, presentation, billboard, radio spot, website, banner advertisement. The State reserves the right to require logos, or other wording on any material, representation, product or other media form created under this Task Order Contract.

    Any material, representation, product or other media form that will use the State's or logo or information must be approved by the State prior to production and distribution. A minimum of ten (10) business days is required for the review and approval process.

16. Contractor agrees to provide services to all Program participants and employees in a smoke-free environment in accordance with Public Law 103-227, also known as "the Pro-Children Act of 1994", (Act). Public Law 103-227 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where Women, Infants and Children (WIC) coupons are redeemed. Failure to comply with the provision of Public Law 103-227 may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By signing this Task Order Contract, Contractor certifies that Contractor shall comply with the requirements of the Act and shall not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. Contractor agrees that it shall require the language of the Act be included in any subcontracts which contain provisions for children's services and that all subcontractors shall sign and agree accordingly.

17. Notwithstanding the terms contained in the *General Provisions* of the Master Contract, Section 10, *Confidential or Proprietary Information*, the Contractor shall protect the confidentiality of all applicant or recipient records and other materials that are maintained in accordance with this Task Order Contract. Except for purposes directly connected with the administration of this Task Order Contract, no information about or obtained from any applicant or recipient shall be disclosed in a form identifiable with the applicant

or recipient without the prior written consent of the applicant or recipient, or the parent or legal guardian of a minor applicant or recipient with the exception of information protected by Colorado Statute as it applies to confidentiality for adolescent services in which case the adolescent minor and not the parent or legal guardian must provide consent or as otherwise properly ordered by a court of competent jurisdiction. Contractor shall have written policies governing access, duplication, and dissemination of all such information. Contractor shall advise its employees, agents, servants, and any subcontractors that they are subject to these confidentiality requirements.

18. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Task Order Contract. At the end of the term of this Task Order Contract, the State shall approve the disposition of all equipment.

19. The Contractor shall not use funds provided under this Task Order Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R. S.) 24-6-301(3.5)(a).

20. The State may increase or decrease funds available under this Task Order Contract using a Grant Funding Letter substantially equivalent to **Attachment A-2**. The Grant Funding Change Letter is not valid until it has been approved by the State Controller or designee.

21. The State may require continued performance for a period of up to 4 years at the same rates and same terms specified in the Task Order 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 **Attachment A-2**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original Task Order Contract. The total duration of this Task Order Contract, including the exercise of any options under this clause, shall not exceed 5 years. (**Note:** 5 years is the maximum allowable.)

22. The State may increase or decrease the quantity of goods/services described in E**xhibit B** based upon the rates established in the Task Order Contract. If the State exercises the option, it will provide written notice to Contractor as least 1 day prior to the end of the current contract term in a form substantially equivalent to **Attachment A-2**. 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 Contract.

Commonly Used Acronyms and Abbreviations That May Be Referenced In the Scope of Work:

ACS	American Cancer Society
ACNS	Alamosa County Nursing Service
ACF	Administration for Children and Families
ADA	Americans with Disabilities Act
ADAD	Alcohol and Drug Abuse Division
AHA	American Heart Association
AIDS	Acquired Immune Deficiency Syndrome
ALA	American Lung Association
ALA(C)	American Lung Association (of Colorado)
AMCHP	Association of Maternal Child Health Programs
ANR	Americans for Non-Smokers' Rights
ARC	Addiction Recovery Centers
ARRA	American Recovery and Reinvestment Act
ASC	Adams State College
ASSIST	American Stop Smoking Intervention Study
ASTHO	Association of State and Territorial Health Office
B&G	Boys & Girls
BACCHUS	BACCHUS Peer Education Network
BAG	Build a Generation
BBLHC	Boulder Broomfield Latino Health Coalition
BC	Boulder County
BCCP	Breast and Cervical Cancer Program
BCHD	Bent County Health Dept
BCPH	Boulder County Public Health
BCPHA	Baca County Public Health Agency
BCDSS	Baca County Dept Social Services
BCTEPP	Bent County Tobacco Education Prevention Partnership
BGC	Boys & Girls Club
BGCMD	Boys & Girls of Metro Denver
BHS	Broomfield High School
BMTF	Baby & Me Tobacco Free
BOCES	Board of Cooperative Educational Services
BOH	Board of Health
BRFSS	Behavioral Risk Factor Surveillance System
BVBAG	Buena Vista Build a Generation
BVSD	Boulder Valley School District
Bx	Biopsy
C	Choice
CAD	Coronary Artery Disease
CASB	Colorado Association of School Board
CB	Community-based System
CBE	Clinical Breast Exam
CBO	Community-based Organization
CC	Clear Creek
CC	Custer County
CC	Community Coordination/Coordinator
CCAP	Larimer County Child Care Assistance Program
CCC	Colorado Cancer Coalition
CCCHE	Colorado Community Coalition for health Equity
CCGC	Colorado Clinical Guidelines Collaborative
CCIAA	Colorado Clean Indoor Air Act
CCMC	Colorado Clinical Managed Care Network
CCMC	Commission for Case Manager Certification
CCPD	Cancer, Cardiovascular, and Pulmonary Disease

CCTCI	Colorado Chew Tobacco Collaborative Initiative
CCTEPP	Custer County Tobacco Education Prevention Partnership
CDC	Centers for Disease Control and Prevention
CDE	Colorado Department of Education
CDPHE	Colorado Department of Public Health and Environment
CDU	Chronic Disease Unit
CEC	Career Education Center
CEO	Chief Executive Officer
CFDA	Catalog of Federal Domestic Assistance
CFFC	Colorado Foundation for Families and Children
CFPI	Colorado Family Planning Initiative
CHIN	Community Health Information Network
CICP	Colorado Indigent Care Program
CJD	Colorado Judicial Department
CM	Case Management
CMC	Colorado Mountain College
CMS	Contract Management System
CMS	Creative Media Solutions
CNCC	Colorado Northwestern Community College
CNS	County Nursing Service
CO	Colorado
COD	Colorado Donated Dental Services Program
COPAN	Colorado Physical Activity and Nutrition Program
COV	Colorado Van Program
CPCF	Colorado Parent and Child Foundation
CPHA	Colorado Public Health Association
CPT	Current Procedural Technology
CRC	Colorectal Cancer
CRCCP	Colorectal Cancer Screening Program
CRUE	Culturally Responsive Urban Education
CSAP	Colorado Student Assessment Program
CSH	Coordinated School Health
CSU	Colorado State University
CSU-P	Colorado State University-Pueblo's
CTC	Connect to Care
CTEPA	Colorado Tobacco Education and Prevention Alliance
CTFK	Campaign for Tobacco-Free Kids
CTRP	Colorado Tobacco Research Program
CTP	Crossroads Turning Point
CU	University of Colorado, Boulder
CWCCI	Colorado Women's Cancer Control Initiative
CY	Contract Year
DAISI	Denver At-home Intervention Service Initiative
DASH	Division of Adolescent & School Health (CDC)
DCMH	Delta County Memorial Hospital
DH	Denver Health
DHHA	Denver Health and Hospital Authority
DHS	Department of Human Services
DHHS	Unites States Department of Health and Human Services
DOR	Department of Revenue
DOS	Delta Opportunity School
DSS	Department of Social Services
E&I	Education and Information
EAP	Employee Assistance Program
EBHV	Evidence-Based Home Visiting to Prevent Child Maltreatment Grant Program
ECC	Early childhood council
ECC	Electrocardiogram
ECCLC	Early Childhood Council of Larimer County

ECLC	Early Childhood Leadership Council/Commission
E.D.	Executive Director
EHR	Electronic Health Record
EHS	Early Head Start
EMR	Electronic Medical Record
EMT	Emergency Medical Technicians
EPA	Environmental Protection Agency
EPE	Epidemiology Planning and Evaluation
ESL	English as a Second Language
ETS	Environmental Tobacco Smoke (a.k.a. secondhand smoke)
FIRC	Family and Intercultural Resource Center
FICA	The Federal Insurance Contribution Act
FDA	Food and Drug Administration
FIT/FOBT	Fecal Immunochemical Test/Fecal Occult Blood Test
FNA	Final Needle Aspiration
FPP	Family Planning Program
FPL	Federal Poverty Level
FRCC	Front Range Community College
FTE	Full Time Equivalent
FTP	File Transfer Protocol
FY	Fiscal Year
FYI	Family Youth Initiatives
GASO	Great American Smoke-out
GED	General Education Development
GASP	CO Group to Alleviate Smoking Pollution of Colorado
Get R!EAL (GR)	Resist! Expose Advertising Lies (Youth Empowerment Program)
GLBT	Gay, Lesbian, Bisexual, and Transgender
GYN	Gynecological
HCP	Health Care Program For Children with Special Needs
HCYS	Huerfano County Youth Services
HHS	Health and Human Services
HIPPA	Health Insurance Portability and Accountability Act of 1996
HIPPY	Home Instruction for Parents of Preschool Youngster
HIT	Health Improvement Team
HIV	Human Immunodeficiency Virus
HPV	Human Papillomamavirus
HR	Human Resources
hr	hour
HRSA	Health Resources and Services Administration
HSL	High School Leadership
ID	Identification
IIK	Invest in Kids
ISHT	Interagency School Health Team
IT	Information Technology
JAC	Juvenile Assessment Center
KIS	Keeping in STEPP
KMH	Keefe Memorial Hospital
KPC	Kevin Patrick Caleum
LAHCDHD	Las Animas Huerfano Counties District Health Department
LBW	Low Birth Weight
LC	Learning Community
LGBT	Lesbian, Gay, Bisexual, Transgender
LEM	Latinas en Movimiento
LHA	Local Health Agency
LHD	Local Health Department
LLC	Limited Liability Company
LRCC	Latino Regional Community Coalition
LRPC	Latino a Research and Policy Center

LST	Life Skills Training
LSTPEN	Latino Statewide Tobacco Prevention and Education Netw
LWB	Live Well Broomfield
MCHA	Montezuma Housing Authority
MCHD	Montezuma County Health Department
MCHS	Montezuma-Cortez High School
MCPN	Metro Community Provider Network
MCRC	Media Campaign Resource Center – CDC
MD	Medical Doctor
MHCBBC	Mental Health Center Serving Boulder and Broomfield Counties
MIECHV	Maternal, Infant and Early Childhood Home Visiting Program
MO	Month
MOB	Medical Office Building
MOU	Memorandum of Understanding
MPA	Master of Public Administration in Health and Human Services
MPH	Master of Public Health
MRI	Magnetic Resonance Imaging Scan
MS	Master of Science
MSA	Master Settlement Agreement
MUH	Multi-user Housing
MYAT	Multi-Disciplinary Youth Assessment Team
N/A	Not Applicable
NACCHO	National Association of County and City Health Officials
NACR	Native American Cancer Research
NAQC	North American Quitline Consortium
NASBE	National Association of State Board of Education
NCCRT	National Colorectal Cancer Round Table
NCHD	Northeast Colorado Health Department
NCI	National Cancer Institute
NE	North East
NFP	Nurse-Family Partnership
NFPNSO	Nurse-Family Partnership National Service Office
NHVP	Nurse Home Visitor Program
NIDA	National Institute on Drug Abuse
NIH	National Institute of Health
NJH	National Jewish Medical and Research Center
N-O-T	Not-on-Tobacco, (ALA's Youth Smoking Cessation Program)
NP	Nurse Practitioner
NPP	Nurturing Parenting Program
NRT	Nicotine Replacement Therapy
NSBA	National School Boards Association
OSH	Office on Smoking or Health (CDC)
OTC	Over the Counter
PA	Physician's Assistant
PAC	Prevention Awareness Crew
PACT	Partners Assessing Chew Tobacco
PAT	Parents as Teachers
PCCHD	Pueblo City-County Health Department
PPC	Personal Care Providers
PE	Presumptive Eligibility
PEN	Parent Engagement Network
PVCHC	Peak Vista Community Health Center
PHN	Public Health Nurse
PIO	Public Information Officer
PM	Peer Mentor
PMC	Parkview Medical Center
PMR	Planning Management Region
PN	Patient Navigator

PO	Purchase Order
PPC	Policy Partner Committee
PPFC	Pikes Peak Family Connections
PPN	Prevention Policy Network
PRA	Policy Resource Alliance
PRAMS	Pregnancy Risk Assessment and Monitoring Survey
PRIDE	Pure Respect Initiative Direct Education
PSA	Public Service Announcement
PSD	Prevention Service Division
PTEPP	Pueblo Tobacco Education and Prevention Partnership
PVC	Prairie View Clinic
Q1	Quarter One
Q2	Quarter Two
Q3	Quarter Three
Q4	Quarter Four
QI	Quality Improvement
QOL	Quality of Life
RDAC	Regional Disparities Advisory Council
RFA	Request for Applications
RFP	Request For Proposals
RIE	Reach, Implementation and Effectiveness
RIHEL	Regional Institute for Health and Environment
RMC	Rocky Mountain Center for Health Promotion & Education
RMRH	Rocky Mountain Rural Health
RMYC	Rocky Mountain Youth Corps
RN	Registered Nurse
Rx	Prescription
RY	Reconnecting Youth
SafeCare	
SAMHSA	Substance Abuse Mental Health Services Administration
SB	School-based System
SBAG	Salida Build A Generation
SBHC	School-Based Health Centers
SCYC	School Community Youth Coalition
SCRHC	Southern Colorado Regional Health Collaborative
SD	Service Delivery
SECH	Southeast Colorado Hospital
SEMHS	Southeast Mental Health Services
SES	Socio-Economic Status
SEW	School Employee Wellness
SGR	Surgeon General's Report
SHAC	Smoke-free Housing Action Committee
SHI	School Health Index
SHS	Secondhand Smoke
SIDS	Sudden Infant Death Syndrome
SLV	San Luis Valley
SMART	Staying Motivated at Reducing Temptations
SMART OUTCOME OBJECTIVE	Specific, Measurable, Achievable, Realistic, Time-Bound
SMSU	Self Management Service Unit
SOW	Scope of Work
SRO	School Resource Officer
STD	Sexually Transmitted Disease
STEPP	State Tobacco Education and Prevention Partnership
STW	Straight-to-Work
SVVSD	St. Vrain Valley School District
SWOT	Strengths, Weaknesses, Opportunities, Threats
SYNAR	Synar Regulation
TA	Technical Assistance

TABS	Tobacco Attitudes and Behavior Survey
TAG	Technical Advisory Group (for evaluation & TPEG)
TANF	Temporary Aid to Needy Families
TARP	Tobacco Advocacy and Resource Partnership
TBD	To Be Determine
TCP	Tobacco Control Partners
TDAC	Tobacco Disparities Advisory Council
TDG	Tobacco Disparities Grant
TDS	Tobacco Disparities Subcommittee
TEACH	Teaching Equity to Advance Community Health
TEFAP	The Emergency Food Assistance Program
TEPCGP	Tobacco Education Prevention and Cessation Grant Program
TEPP	Tobacco Education Prevention Partnership
TFCCI	Tobacco-Free Colorado Communities Initiative
TFLC	Tobacco Free Larimer County
TFS	Tobacco-Free Schools
TFS Law	Tobacco-Free Schools Law
TGYS	Tony Grampsas Youth Services
Title V	Title V of the Social Security Act
TND	Project Toward No Drug Abuse
TPEG	Tobacco Program Evaluation Group
TPI	Tobacco Prevention Initiative
TRC	Tobacco Education and Prevention and Cessation Program Review Committee
TRI	Tobacco Rapid Improvement Activity
TRIA	Tobacco Rapid Improvement Assessment
TTI	Tony Grampsas Tobacco Initiative
UCD	University of Colorado – Denver
UCDHSC	Health Sciences Center at UCD (sometimes abr. UCHSC)
UCDHSC	University of Colorado at Denver and Health Sciences Center
URL	Uniform Resource Locator
US	United States of America
USSTC	US Smokeless Tobacco Company
VP	Vice President
Well COA	Wellness Councils of America
WHU	Women's Health Unit
WIC	Women, Infants, Children
WWC	Women's Wellness Connection
Y@C	Youth at Crossroads
YE	Youth Empowerment
YPH	Youth Partnership for Health
Yr	Year
YRBS	Youth Risk Behavior Survey
YSAP	Youth Substance Abuse Prevention Coalition
YTS	Youth Tobacco Survey
YVMC	Yampa Valley Medical Center
5 A's	Ask, Advise, Assess, Assist, Arrange
2A's R	Ask, Advise, Refer

GRANT FUNDING CHANGE LETTER

Date:	State Fiscal Year:	Grant Funding Change Letter #	CMS Routing #

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 word here if previous amendment(s), renewal(s) have been processed] between the State of Colorado, Department of Public Health and Environment and Contractor's Name beginning Insert start date <insert start date of original contract> and ending on Insert ending date <insert ending date of current contract amendment>, the undersigned commits the following funds to the Grant:

The amount of grant funds available and specified in Section of <insert contract amendment number and routing number> is ☐ increased or ☐ decreased by $amount of change to a new total funds available of $ <insert new cumulative total> for the following reason: . Section is hereby modified accordingly.

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 , whichever is later.

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

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

OPTION LETTER

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

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	PROGRAM APPROVAL:
By: Lisa McGovern, Purchasing & Contracts Unit Director Date: _____	By: _____

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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

STATEMENT OF WORK
To Task Order Dated 3/28/14 - Contract Routing Number 15 FLA 66972

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

I. Project Description:

The goal of the Colorado Department of Public Health Family Planning Program (FPP) is to reduce unintended pregnancy by insuring access to quality reproductive health services to all Coloradans. Services include, but are not limited to, the following:

a) contraceptive services,
b) preventative health counseling and education services,
c) reproductive health related testing and,
d) screening and referrals
e) all services are provided on a sliding fee scale for clients with incomes that are at or below 250% of poverty level.

Gunnison County Department of Health and Human Services shall conduct a comprehensive family planning program, herein referred to as "the program". The program shall comply with section 1001 of the federal act and all applicable federal regulations, as amended, contained in Title X, 42 C.F.R., Subpart A, Part 59, as well as all applicable state regulations. (Federal funding from HHS, CFDA #93.217 FP Services).

Project Term: This is a two-year contract. The terms of the agreement shall be from July 1, 2014 through June 30, 2016. Second year funding (July 1, 2015-June 30, 2016) is contingent on the performance of the contractor in year one, the availability of funds and the need for family planning services in the contractor area. There shall be a non-competitive, re-application process in order to receive funding in year two. The re-application process shall require, at a minimum, an updated Budget Narrative form.

II. Performance Requirements/Deliverables:

The following are the requirements set forth by the CDPHE Family Planning Program. All requirements must be met by June 30, annually until 2016, unless otherwise noted.

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 after consultation with and approval by CDPHE.

2. CLIENTS:

a) Funding is based on the unduplicated, total number of qualifying family planning clients served from the prior calendar year (the most recent 12-month data set). The goal for the number of unduplicated, qualifying family planning clients served annually is outlined in the associated Budget attached hereto as Exhibit C and incorporated herein.

b) Priority: Emphasis shall be placed on priority clients that are 150% of Federal Poverty Level and below, and 19 years of age or younger.

3. **COMMUNITY ENGAGEMENT**:
   a) Networking: By June 30, annually, the Contractor shall provide outreach services to at least one organization designed to improve client recruitment, strengthen existing relationships or create new linkages.
   b) Community Education: By June 30, annually, the Contractor shall host at least one community presentation on a family planning-related topic annually.
   c) Information and Education Committee (I&E): By June 30, annually, the Contractor shall provide an opportunity for community involvement and feedback by hosting an Information and Education Committee in local community at least one time per year, using Title X I& E Committee guidelines as a guide for committee work.

4. **SERVICES (Ongoing)**
   a) Medical Services: Contractor shall supply nursing and medical services, which shall include a comprehensive health and social history and physical examination administered in accordance with all applicable Title X regulations and, all applicable nursing-medical policies or procedures which have been, or may be, established by the CDPHE Health Services and Connections Branch ;
   b) Contraceptives: Contractor shall supply contraceptive information, education, and supplies regarding all family planning methods. Emphasis shall be on long acting reversible methods of contraception such as intrauterine contraceptive devices and contraceptive implants.
   c) Laboratory: Contractor shall use a cytology laboratory chosen by the State or a laboratory proposed by the Contractor and approved by the CDPHE FPP.
   d) Referral: Contractor shall refer participating families to any and all programs in its agency as indicated, such as the Special Supplemental Program for Women, Infants and Children (WIC), Early and Periodic Screening, Diagnosis and Treatment (EPSDT), Immunization Clinics, Health Care Program for Children with Special Health Care Needs (HCP), Prenatal Plus (PNP), etc. and to appropriate enabling and direct care service programs in the community. Contractor shall provide all pregnant women in need of resources for prenatal medical care information about programs such as WIC, PNP, etc. as needed and shall ensure that children ages birth through two years who may be eligible for early intervention services are referred to Early Intervention Colorado.
   e) Patient Services: Contractor shall provide education and counseling services regarding family planning, family planning methods, child spacing, infertility, sterilization, nutrition, sexually transmitted diseases, HIV/AIDS, adolescent counseling and other related health issues, as outlined in the Nursing and Administrative Manual;
   f) Contractor shall ensure each client is counseled appropriately on annual flu vaccine and body mass index and report in the Contractor Quarterly Report.
   g) Contractor shall invest in clinical and administrative activities that include, 1) Sustaining capacity of clinic staff; 2) Outreach to new clients and populations; 3) Media and Marketing; 4) Training and Education; 5) Information Technology and Data Management; 6.) Third Party Billing and Coding Resources; 6). Increasing fiscal resources through insurance and Medicaid contracting 7) Revenue management activities that ensure billing and full clinical reimbursements are realized; 8) Infrastructure improvements to attract new clients and retain current clients; and 9) Other approved activities.
   h) Contractor shall provide clinical follow-up and provide referral services, as appropriate.

5. **MANUALS AND GUIDELINES:** Contractor shall read and abide by rules and regulations described in the Title X Colorado Administrative Manual and Title X Colorado Nursing Manuals. The services provided by the Contractor to the clients it serves shall be performed pursuant to law and in accordance with prevailing medical standard of care for the same or similar medical, nursing and professional services. The services provided shall also comply with applicable Title X regulations, CDPHE FPP nursing-medical policies and procedures, and any applicable fiscal or administrative policies, laws, and

regulations of the State or Federal government. These documents are incorporated and made part of this SOW by reference and are available on the following website: https://sites.google.com/site/titlexhub/title-x-nursing-clinic-manuals. 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 comply with all updates. Contractor acknowledges having reviewed and accepted these policies and procedures.

6. **GOOD FAITH**: Contractor shall remain acceptable and in good faith by the State. For a contractor to be "acceptable" it must comply with all applicable CFPI requirements, Title X regulations, CDPHE FPP nursing-medical policies and procedures, and any applicable fiscal and administrative policies and procedures, laws, and regulations of the State and Federal government. All applicable Title X regulations, CDPHE FPP nursing-medical policies and procedures, and all applicable fiscal or administrative policies of the State have been provided to the Contractor by the State as of the effective date of this Task Order Contract.

7. **BUSINESS TOOLS**: Contractor shall:
   a) By December 1, annually, perform a Cost Analysis for family planning items and services, Contractor will send cost analysis to CDPHE for review.
   b) By April 1, annually, create and update the annual Sliding Fee Scale with most recent Poverty Guidelines, using one of the four approved models from CDPHE.
   c) By June 30, annually, participate in an annual Independent Chart Audit.
   d) By June 30, annually, perform an annual Customer Satisfaction Survey and comment on results in the quarterly progress report.
   e) Ensure that all Subcontractors are fulfilling Title X Requirements by embedding Title X policy and guidelines into the subcontractor MOU, contracts and interagency agreements. Ensure sub-contractors are receiving weekly update information. Monitor the compliance of Title X regulations by subcontractor.
   f) Participate in an Annual Site Visit (clinical, administrative or chart) from Family Planning Program.
   g) Work toward or currently generate income for your clinic through Medicaid reimbursement, third party insurance payors and other fund raising activities.

8. **COMMUNICATION AND UPDATES**: CDPHE staff emails a Family Planning Weekly Update to all Title X contractors. This is the primary source of important information and updates from CDPHE to the family planning contractors. The Contractor agrees to read, share and act (when appropriate) on the information provided in the weekly emailed update. Contractor shall ensure that sub-contractors read and act (when appropriate) on updates and information provided. It is the responsibility of the contractor to stay abreast of changes in policy, updates to program reporting and Federal changes in Title X.

9. **CLIENT DATA:**
   a) iCare/FPAR Data Submission: On a monthly basis (manual entry) and on a quarterly basis (electronic upload), the Contractor shall collect and provide to CDPHE all pertinent data as defined by CDPHE regarding all services offered, and all family planning clients served, by its program during the preceding month(s), and submit through the Family Planning data system available on the following website, incorporated and made part of this SOW by reference: https://www.phi.dphe.state.co.us
   b) FPAR Supplementary Report: By January 1, annually, Contractor shall submit any necessary data required for the Family Planning Annual Report (supplementary information such as FTE and Pap testing) that is not collected in iCare.

10. **FISCAL**:
    a) Expenditure Revenue Reports: By January 15, annually, the Contractor shall provide CDPHE with the annual Family Planning Expenditure/Revenue Reports. The Expenditure/Revenue Report form reference and is available on the following website: https://sites.google.com/site/titlexhub/fiscal-forms

11. **QUARTERLY REPORTS**: On a quarterly basis, the Contractor shall participate in state-level evaluation efforts as requested by CDPHE including, quarterly progress reports on the implementation. Failure to submit acceptable reports by the due date may result in a delay or denial of the reimbursement request. The quarterly reports will be circulated and filled-out by contractors in October (for July, August, September), January (for October, November, December) April (January, February, March) and July (April, May and June).

12. **TRAINING:** At a minimum, the family planning coordinator shall participate in the Annual Post-Award Meeting in August and no more than four required topical presentations such as Human Trafficking, HIV, etc. These required training sessions shall be held electronically and recorded. If the coordinator cannot attend the webinar "live", than the recording should be reviewed within 30-days of event. Date and content of 2014 and 2015 trainings are to be determined.

III Personnel:

a) Contractor shall follow personnel requirements as specified in most recent CDPHE FPP Nursing and Administrative Manual. Professional health care providers must be in compliance with State and Federal licensing requirements and regulations.
b) Contractor shall require any new family planning coordinator or fiscal staff working on Family Planning Program services to participate in Program and Fiscal Orientation within forty-five (45) days of employment.
c) Data Coordinator: Contractor shall identify a Primary Data Coordinator who shall annually submit to the State a list of Family Planning data system users. Contractor shall notify the State within thirty (30) days of a change of the Primary Data Coordinator.
d) Contractor must notify the State within thirty (30) days of a change of the Family Planning Program Coordinator responsible for the performance of services provided under this Contract.

IV. Monitoring

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the FPP Unit Manager. Methods used will include review of documentation reflective of performance including progress reports and other 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 **30** calendar days of discovery of a compliance issue. Within **45** 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 family planning unit manager and receive approval for a new due

date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Remedies section of the General Provisions of this contract.