AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Amendment for Task Orders #1; Colorado Department of Public Health and Environment, Office of Planning and Partnerships, FAA, Contract Routing Number 15-67649; Public Health Planning and Support, Maternal Child and Child Fatality Prevention Efforts; 7/1/14 thru 6/30/15; $51,476

Action Requested: Board of County Commissioners' Signature

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

Term Begins: July 1, 2014 **Term Ends:** 6/30/2015 **Grant Contract #:**

Summary:
State contract for: local Public Health planning & support ($34,420) Maternal child ($13,256) Child Fatality Prevention ($3,800)

Fiscal Impact: $51,476

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

Finance Review: (●) Required ( ) Not Required

Comments:

This is a CDPHE renewal grant to cover the Public Health Nurse and MCH services already in the County budget plus an additional $3,800 to cover the new Child Fatality Prevention Service. We will need to amend the County Budget so it reflects the increase in award as well as expense.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/7/2014

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 5/6/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 5/8/2014

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

Agenda Date: 5/20/2014 Follow Up Agenda Date:

Revised April 2013

DEPARTMENT OR AGENCY NAME
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
OFFICE OF PLANNING AND PARTNERSHIPS

DEPARTMENT OR AGENCY NUMBER
FAA

CONTRACT ROUTING NUMBER
15-67649

AMENDMENT FOR TASK ORDERS #1

This Amendment is made this **18** day of **April 2014** by and between the State of Colorado, acting by and through the **DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, OFFICE OF PLANNING AND PARTNERSHIPS**, whose address or principal place of business is **4300 Cherry Creek Drive South, Denver, Colorado 80246**, hereinafter referred to as the "State"; and, **BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY (a political subdivision of the state of Colorado)**, whose address or principal place of business is **200 East Virginia Avenue, Gunnison, Colorado 81230-2297**, for the use and benefit of the **GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES**, whose address or principal place of business is **225 North Pine Street, Suite E, Gunnison, Colorado 81230-2333**, hereinafter referred to as the "Contractor".

FACTUAL RECITALS

The parties entered into a Master Contract, dated **January 17, 2012** with contract routing number **13 FAA 00023**.

Pursuant to the terms and conditions of the Master Contract, the parties entered into a Task Order Contract, dated **April 1, 2012,** with contract encumbrance number **PO FAA OPP 1342778,** and contract routing number **13 FAA 42778,** as amended by **Option Letter #1**, contract routing number **14 FAA 55388**, collectively referred to herein as the "Original Task Order Contract", whereby the Contractor was to provide to the State the following:

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

The State promises to **increase** the amount of funds to be paid to the Contractor by **Fifty-One Thousand, Four Hundred Seventy-Six Dollars**, **($51,476.00)** for the renewal term of **12 months,** ending on **June 30, 2015** in exchange for the promise of the Contractor to perform the **increased** work described herein.

NOW THEREFORE, in consideration of their mutual promises to each other, stated below, the parties hereto agree as follows:

1. Consideration for this Amendment to the Original Task Order Contract consists of the payments and services that shall be made pursuant to this Amendment, and promises and agreements herein set forth.

2. It is expressly agreed to by the parties that this Amendment is supplemental to the Original Task Order Contract, contract routing number **13 FAA 42778**, **as amended by Option Letter #1**, **contract routing number 14 FAA 55388, collectively** referred to herein as the Original Contract, which is by this reference incorporated herein. All terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment as though they were expressly rewritten, incorporated, and included herein.

3. It is expressly agreed to by the parties that the Original Task Order Contract is and shall be modified, altered, and changed in the following respects only:

A. This Amendment is issued pursuant to paragraph **5** of the Original Task Order Contract identified by contract routing number **13 FAA 42778**. This Amendment is for the **renewal term** of **July 1, 2014,** through and including **June 30, 2015**. The maximum amount payable by the State for the work to be performed by the Contractor during this **renewal term** is **Fifty-One Thousand, Four Hundred Seventy-Six Dollars**, **($51,476.00)** for an amended **total** financial obligation of the State of **One Hundred Thirty-Seven Thousand, Thirty-Five DOLLARS, ($137,035.00)**. This is an **increase** of **Fifty-One Thousand, Four Hundred Seventy-Six Dollars**, **($51,476.00)** of the amount payable from the previous term. Of the maximum amount for this **renewal term Thirty-Eight Thousand, Two Hundred Twenty Dollars, ($38,220.00)** are attributable to a funding source of the State of Colorado and **Thirteen Thousand, Two Hundred Fifty-Six Dollars, ($13,256.00)** are attributable to a funding source of the United States Government (see Catalog of Federal Domestic Assistance (CFDA) number **93.994**). Of the amended **total** financial obligation of the State referenced above **One Hundred Six Thousand, Seven Hundred Fifty-Six Dollars, ($106,756.00)** are attributable to a funding source of the State of Colorado and **Thirty Thousand, Two Hundred Seventy-Nine Dollars, ($30,279.00)** are attributable to a funding source of the United States Government. The revised **Statement of Work** is incorporated herein by this reference and identified as "**Exhibit D**". The revised **Budget** is incorporated herein by this reference and identified as "**Exhibit E**".

B. The State may increase or decrease funds available under this Contract using a Grant Funding Letter substantially equivalent to **Exhibit F.** The Grant Funding Letter is not valid until it has been approved by the State Controller or designee.

The Original Task Order Contract is modified accordingly. All other terms and conditions of the Original Task Order Contract are reaffirmed.

4. The effective date of this Amendment is **July 1, 2014,** or upon approval of the State Controller, or an authorized delegate thereof, whichever is later.

5. Except for the Special Provisions and other terms and conditions of the Master Contract and the General Provisions of the Original Task Order Contract, in the event of any conflict, inconsistency, variance, or contradiction between the terms and provisions of this Amendment and any of the terms and provisions of the Original Task Order Contract, the terms and provisions of this Amendment shall in all respects supersede, govern, and control. The Special Provisions and other terms and conditions of the Master Contract shall always control over other provisions of the Original Task Order Contract or any subsequent amendments thereto. The representations in the Special Provisions to the Master Contract concerning the absence of personal interest of state of Colorado employees and the certifications in the Special Provisions relating to illegal aliens are presently reaffirmed.

6. FINANCIAL OBLIGATIONS OF THE STATE PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day first above written.

*** 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

_____
Signature of Authorized Officer

_____
Print Name of Authorized Officer

_____
Print Title of Authorized Officer

STATE:

STATE OF COLORADO
John W. Hickenlooper, Governor

By: _____
For the Executive Director
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

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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STATEMENT OF WORK
To Task Order Dated 04/01/2012 - Contract Routing Number 13 FAA 42778 - Contract Amendment # 1
Routing Number 15 FAA 67649

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

I. Project Description:
The Office of Planning and Partnerships is focused on strengthening Colorado's public health system, by ensuring Core Public Health Services are available statewide. 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 is to be informed by the community health assessment and respective local public health improvement plan, and may differ across agencies based on priorities, funding, and capacity. The Office of Planning and Partnerships and the local public health agency are accountable in assuring state moneys are being used effectively to provide Core Public Health Services.

II. Definitions:
CDPHE: Colorado Department of Public Health and Environment
CFPS: Child Fatality Prevention System
CYSHCN: Children and Youth with Special Health Care Needs
HCP: Program for Children and Youth with Special Health Care Needs
MCH: Maternal and Child Health
NCCDR: National Center for Child Death Review Case Reporting System
OPP: Office of Planning and Partnerships

III. Performance Requirements/Deliverables:

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 (agency) shall monitor documents and website content and comply with all updates.

2. **Local Planning and Support**

a. Core Public Health Services. The local public health agency (agency) shall use these moneys to provide support for Core Public Health Services (core services), as established by the State Board of Health pursuant to C.R.S. § 25-1-503, and in accordance with 6 CCR 1014-7. The required core services include Assessment, Planning, and Communication, Vital Records and Statistics, Communicable Disease Prevention, Investigation, and Control, Prevention and Population Health Promotion, Emergency Preparedness and Response, Environmental Health, and Administration and Governance.

b. Statewide and County/District Public Health Planning. The local public health agency shall participate in assessment and planning efforts at the state, regional and local level facilitated by the Office of Planning and Partnerships. These efforts shall assist in defining the core services delivery appropriate to meet local needs and in identifying strategies to improve local health outcomes.

The Core Public Health Services rule is incorporated and made part of the scope of work by reference and is available on the following website: http://www.colorado.gov/cs/Satellite/CDPHE-Main/CBON/1251588259855

3. **Maternal and Child Health Services**. This section is only for local public health agencies that do not have a separate Maternal and Child Health (MCH) contract. For agencies receiving MCH funds in this contract, the scope of work is included. Different contract expectations exist for the following two funding levels: under $15,000 and over $15,000 per State fiscal year.

MCH Annual Planning Form shall be completed in partnership with Office of Planning and Partnership Public Health Nurse Consultant by July 1 of the State fiscal year for both funding levels**.**

The **MCH funding portion of your local public health agency contract shall be used as follows.** The work selected shall be commensurate with each local public health agency's MCH funding level:

a. Agencies receiving less than $15,000 of MCH funding per State fiscal year shall select one or more of the following options to meet their contract requirements:

Required: In alignment with the core public health services, all agencies, regardless of whether option 3 is selected, shall provide information and referrals for families of children and/or youth with special health care needs as needed.

Option 1: Address an MCH priority by customizing and implementing part or all of a state-developed MCH Action Plan. Select one or more of the action plans for the following MCH priorities:

- Promote screening, referral and support for pregnancy-related depression.
- Improve developmental and social emotional screening and referral rates for all children ages birth to 5.
- Prevent obesity among all children ages birth to 5.
- Prevent development of dental caries in all children ages birth to 5.
- Reduce barriers to a medical home approach.
- Promote sexual health among all youth ages 15-19.
- Improve motor vehicle safety among all youth ages 15-19.

Option 2: Identify and assess the health status and needs of the MCH population (defined as children, youth, children and youth with special health care needs, and women ages 15-44) as part of the local public health improvement process. Consider MCH population needs and recommended strategies for serving this population when conducting the local issue prioritization process and in the development of the local public health improvement plan.

Option 3: Implement the Program for Children and Youth with Special Health Care Needs (HCP) Care Coordination model for children and youth with special health care needs per HCP Care Coordination policies and guidelines, which includes entering data into the CYSHCN Data System (CDS); and participating in HCP Care Coordination training, monitoring and consultation processes set forth by the state HCP Program. HCP Coordination policies and guidelines are incorporated and made part of the scope of work by reference and available on the following website: http://www.hcpcolorado.org/.

4. Child Fatality Prevention System. This section is for local public health agencies to establish and coordinate local, multidisciplinary child fatality prevention review teams pursuant to C.R.S. § 25-20.5-404-405. The purpose of local child fatality prevention review is to conduct systematic, comprehensive, multidisciplinary reviews of all preventable child deaths to better understand how and why children die. Local child fatality prevention review teams use a public health approach to identify trends and patterns, to take action, to improve systems, and to implement strategies that may prevent future deaths from occurring.

The local public health agency shall complete the following activities in its service area during the contract year:

a. Establish or arrange for the establishment of a local child fatality prevention review team by January 1, 2015.

b. Invite representatives within its service area who will serve as members for the local child fatality prevention review team to fulfill the disciplines listed on the mandatory membership list in C.R.S. § 25-20.5-404 (3) (a) (I)-(VII) and invite, on an ad hoc basis, additional representatives according to C.R.S. § 25-20.5-404 (3) (b) (I)-(IX) when required to complete the review of 2014 child death cases that occurred in its service area.

c. Serve as the coordinating agency for the local child fatality prevention review team.

d. Identify a local child fatality prevention review team coordinator who shall:
   i. Act as a liaison between the local child fatality prevention review team and the Colorado

Department of Public Health and Environment's (CDPHE) Child Fatality Prevention System (CFPS) support team;

ii. Request capacity assistance, technical assistance, and training when needed from CFPS support staff for the purpose of conducting a child fatality review;

iii. Complete state-level data collection tools and surveys (Local CFPS Annual Survey, Local Review Team Tracking Form, Prevention Strategies Tracking Form, CFPS State Support Team Satisfaction Survey) for the purpose of evaluating the Colorado CFPS. The CFPS state support team will send these data collection tools and surveys to coordinators for completion on an annual basis;

iv. Register for access to the National Center for Child Death Review (NCCDR) Case Reporting System (the data collection website); and

v. Adhere to processes and policies outlined in the *Child Fatality Prevention System (CFPS) Operations Manual* (incorporated and made part of the scope of work by reference and available on the Colorado Child Fatality Prevention System Collaboration Website: http://www.cochildfatalityprevention.com) to determine 2014 child fatality cases assigned to the local child fatality prevention team, review cases, and facilitate effective local team meetings.

e. With respect to each child fatality assigned for review, the local child fatality prevention review team shall adhere to processes and policies outlined in the *Child Fatality Prevention System (CFPS) Operations Manual* to conduct individual, case-specific review of fatalities for the purpose of identifying prevention recommendations and enter information regarding the child fatality into the NCCDR Case Reporting System to fulfill C.R.S. § 25-20.5-405 (2) (f) (II)-(IV).

f. Each local child fatality prevention review team may, within existing appropriations and community resources, promote continuing education for professionals involved in investigating, treating, and preventing child abuse and neglect as a means of preventing child fatalities due to abuse or neglect and other child fatalities. The local review team may also, within existing resources, implement child fatality prevention efforts (e.g. purchasing child passenger safety seats, contributing to educational campaigns, etc.). If there are no child deaths to review within the local child fatality prevention team's service area, it is acceptable to use funding for child fatality prevention efforts. For ideas on acceptable uses of funding for child fatality, injury, and violence prevention efforts and strategies, please visit www.cochildfatalityprevention.com.

IV. Reports and Audits

Office of Planning and Partnerships:

a. The agency shall provide to CDPHE an agency annual report for the previous calendar year to be submitted April 1st of the each State fiscal year. The report is to be submitted on an electronic template provided by the Office of Planning and Partnerships. The quarterly advance of funds for the period April, May and June of the current State fiscal year shall be withheld until all reports are received by CDPHE. The agency shall maintain such records as may be necessary to provide the information herein required by CDPHE and submit to such reasonable audits and evaluations as may be necessary.

b. The agency shall submit the MCH Annual Planning Form to the Office of Planning and Partnership Public Health Nurse Consultant for approval by July 1st of each State fiscal year.

Child Fatality Prevention System

a. If there is a 2014 child fatality, enter child fatality data into the National Center for Child Death Review (NCCDR) Case Reporting System no later than two months after the local child team reviews a case (this will generally be one year after the death occurs).

V. Personnel

Child Fatality Prevention System

a. Within existing resources, the local public health agency may employ a local child fatality prevention review team coordinator to perform contractual services related to CFPS

VI. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Program's Contract Monitor. Methods used will include review of documentation reflective of performance to include progress reports and site visits. The Contractor's performance will be evaluated one (1) time a year and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VII. Resolution of Non-Compliance:

The Contractor will be notified by email within 7 days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented by email and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Remedies section of the General Provisions of this contract.

BUDGET
To Task Order Dated 04/01/2012 – Contract Routing Number 13 FAA 42778 – Contract Amendment #1 Routing Number 15 FAA 67649

Budget:

Quarter	Local Planning and Support Amount	Maternal and Child Health Amount	Child Fatality Prevention Amount	**TOTAL Payment**
July 1 through September 30, 2014	$8,605.00	$3,314.00	$950.00	**$12,869.00**
October 1 through December 31, 2014	$8,605.00	$3,314.00	$950.00	**$12,869.00**
January 1 through March 31, 2015	$8,605.00	$3,314.00	$950.00	**$12,869.00**
April 1 through June 30, 2015	$8,605.00	$3,314.00	$950.00	**$12,869.00**
Total	$34,420.00	$13,256.00	$3,800.00	**$51,476.00**

Accumulative Budget:

Fiscal Year	Local Planning and Support Amount	Maternal and Child Health Amount	Child Fatality Prevention Amount	**TOTAL Payment**
July 1, 2012 – June 30, 2013	$33,876.00	$6,237.00	$0.00	**$40,113.00**
July 1, 2013 – June 30, 2014	$34,660.00	$10,786.00	$0.00	**$45,446.00**
July 1, 2014 – June 30, 2015	$34,420.00	$13,256.00	$3,800.00	**$51,476.00**
Total	$102,956.00	$30,279.00	$3,800.00	**$137,035.00**

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: _____

Colorado Department of Public Health & Environment
Instructions for Contract Processing

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Intergovernmental Entities/Local Health Agencies

I. Contract Document

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

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

II. Signature Authority

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

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

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

III. Submission

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

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

Colorado Department of Public Health & Environment
Office of Planning and Partnerships
Attn: Lindsey Reese
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.