AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment for Task Orders #2; Colorado Department

Action Requested: Board of County Commissioners' Signature

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

Term Begins: July 1, 2015 **Term Ends:** 6/30/2016 **Grant Contract #:**

Summary:

This is annual contract for core Public Health services (including environmental health - consumer protection). An add'l $15,000 has been added to provide consumer protection activities locally. This position is currently under consideration with final decision pending. Child Fatality Review

Fiscal Impact: $73,700

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

Finance Review: (●) Required ( ) Not Required

Comments:
Additional grant amount of $15,000 for Enviornmental Health is not included in adopted budget. Amendment request would require additional discussion, item pending as mentioned above.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/12/2015

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

Comments:
OK db 5/13/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 5/13/2015 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/13/2015

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

Agenda Date: 5/19/2015

Revised April 2015

Colorado Department of Public Health & Environment
Instructions for Contract Processing
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, Partnerships and Improvement
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.

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

DEPARTMENT OR AGENCY NUMBER
FAAA

CONTRACT ROUTING NUMBER
16-78519

AMENDMENT FOR TASK ORDERS #2

This Amendment is made this **15** day of **April**, **2015**, by and between the State of Colorado, acting by and through the **DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**, 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 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** and **Amendment for Task Order #1**, contract routing number **15 FAA 67649**, 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 **Seventy-Three Thousand, Seven Hundred Dollars**, **($73,700.00)** for the renewal term of **1 year,** ending on **June 30, 2016**, 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** and **Amendment for Task Order #1**, contract routing number **15 FAA 67649**, 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 Contract 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, 2015**, through and including **June 30, 2016**. This Amendment modifies the Original Task Order Contract by adding descriptive elements. The following provision modifications are incorporated herein by this reference.

i. The following information shall be added as a supplement to page 1 of the Task Order Contract:
   a. Contractor DUNS: 133115220
   b. Classification: Subrecipient

ii. The following information shall be added as a supplement to Exhibit A, Additional Provisions, of the Task Order Contract:
   a. This award does not include funds for Research and Development.

B. 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, 2015**, through and including **June 30, 2016**. The maximum amount payable by the State for the work to be performed by the Contractor during this **renewal term** is **Seventy-Three Thousand, Seven Hundred Dollars**, **($73,700.00)** for an amended **total** financial obligation of the State of **Two Hundred Ten Thousand, Seven Hundred Thirty-Five Dollars, ($210,735.00)**. This is an **increase** of **Seventy-Three Thousand, Seven Hundred Dollars**, **($73,700.00)** of the amount payable from the previous term. Of the maximum amount for this **renewal term Fifty-Seven Thousand, Nine Hundred Seventy-Four Dollars, ($57,974.00)** are attributable to a funding source of the State of Colorado and **Fifteen Thousand, Seven Hundred Twenty-Six Dollars, ($15,726.00)** 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 Sixty-Four Thousand, Seven Hundred Thirty Dollars, ($164,730.00)** are attributable to a funding source of the State of Colorado and **Forty-Six Thousand, Five Dollars, ($46,005.00)** 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 G**". The revised **Budget** is incorporated herein by this reference and identified as "**Exhibit H**".

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, 2015**, 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

_____
Date

_____
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 Original Task Order - Contract Routing Number 13 FAA 42778
Contract Amendment #2 Routing Number 16 FAAA 78519

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

I. Project Description:

Local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment in maintaining a strong public health system. Each local public health agency shall assure the provision of Core Public Health Services within their jurisdiction. The scope of the provision of each Core Public Health Service is determined at the local level, and may differ across agencies based on community needs, priorities, funding and capacity. The Office of Planning 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
CDS: CYSHCN Data System
CFPS: Child Fatality Prevention System
CYSHCN: Children and Youth with Special Health Care Needs
DEHS: Division of Environmental Health and Sustainability
DHD: Digital Health Department
HACCP: Hazard Analysis Critical Control Points
HCP: Program for Children and Youth with Special Health Care Needs
MCH: Maternal and Child Health
VNRFPS: Voluntary National Retail Food Regulatory Program Standards

III. Work Plan:

A. Local Planning and Support

Goal #1: Strengthen Colorado's public health system by ensuring core public health services are available statewide.	
Objective #1: No later than the expiration of the contract, the contractor shall provide support for Core Public Health Services.	
Primary Activity #1	The Contractor shall provide or assure the provision Core Public Health Services within their jurisdiction.
Sub-Activities #1	1. The Contractor shall participate in assessment and planning efforts at the state, regional and local level facilitated by the Office of Planning 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.
Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall comply with the *Core Public Health Services Rule 6 CCR 1014-7*. This document is incorporated and made part of this contract by reference and is available on the following website: http://www.sos.state.co.us/CCR/Welcome.do. 3. The Contractor shall be guided by *Colorado Minimum Quality Standards for Public Health Services 6CCR 1014-9*. This document is incorporated and made part of this contract by reference and is available on the following website: http://www.sos.state.co.us/CCR/Welcome.do. 4. The Contractor shall contribute funding for its local health services as determined necessary by the Contractor to meet their local health needs.

	5. CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided or assured.	
Expected Results of Activity(s)	Increase or maintain core public health services within the Contractor's jurisdiction to meet local needs.	
Measurement of Expected Results	Data provided in the Contractor annual report provides evidence of the services provided or assured through another local public health agency and how these services are funded. Additional data is provided at the program level to CDPHE.	
		Completion Date
Deliverables	The Contractor shall submit an annual report via email to the Administrative Manager in a format provided the Office of Planning and Partnerships.	No later than April 30th

B. Maternal and Child Health Services

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

	review their annual HCP Electronic Planning Form.
Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor's work shall be guided by the MCH priority local action plans that correspond with their selected priorities. This information is located on the MCH website www.mchcolorado.org and incorporated and made part of this contract by reference. 3. The Contractor shall comply with HCP policies and guidelines. This information is located on the HCP website http://www.hcpcolorado.org and incorporated and made part of this contract by reference. 4. The Contractor shall use the MCH Electronic Planning Form located on the CDPHE Maternal and Child Health Planning website https://www.colorado.gov/cdphe/maternal-and-child-health-planning. This form is incorporated and made part of this contract by reference. 5. The Contractor shall use the HCP Electronic Planning Form located on the CDPHE Maternal and Child Health Planning website https://www.colorado.gov/cdphe/maternal-and-child-health-planning. This form is incorporated and made part of this contract by reference.
Expected Results of Activity(s)	Increase or maintain the health status and needs of the maternal and child population within the Contractor's jurisdiction.
Measurement of Expected Results	1. Performance toward MCH objectives (Objective 1) shall be measured through completion of the MCH portion of the Office of Planning and Partnership's Local Planning and Support Contract electronic annual report. 2. The Contractor meets at least 75% of their information and resource target in their annual HCP Electronic Planning Form. 3. The Contractor meets at least 75% of their care coordination target during the current contract period in their annual HCP Electronic Planning Form. 4. Data contained in CDS provides evidence of the children and/or youth provided with care coordination services.

		Completion Date
Deliverables	1. The Contractor shall submit the MCH Planning Form for the next contract period to the CDPHE Public Health Nurse Consultant via email.	No later than June 1st
	2. The Contractor shall submit the HCP Electronic Planning Form for the next contract period to the CDPHE Public Health Nurse Consultant via email.	No later than June 1st
	3. The Contractor shall submit the HCP Annual Report provided by CDPHE to the HCP Consultant electronically.	No later than June 30th

C. Child Fatality Prevention System

Goal #1: Reduce the number of child deaths in Colorado due to the following causes: undetermined, unintentional injury, violence, motor vehicle incidents, child abuse and neglect, sudden unexpected infant deaths, and suicide.	
Objective #1: The Contractor shall conduct individual, case-specific, multidisciplinary reviews of child fatalities assigned to the local child fatality prevention review team.	
Primary Activity #1	The Contractor shall conduct individual, case-specific, multidisciplinary reviews of child fatalities assigned to the local child fatality prevention review team based on coroner's jurisdiction.

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

Sub-Activities #3	1. The Contractor shall complete and submit the Local CFPS Annual Survey on an annual basis.
Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall comply with the Child Fatality Prevention Act C.R.S. 25-20.5-404-409. This document is incorporated and made part of this contract by reference and is available on the following website http://www.sos.state.co.us/CCR/Welcome.do. 3. The Contractor shall adhere to processes and policies outlined in the Colorado Child Fatality Prevention System (CFPS) Operations Manual to conduct individual, case-specific review of fatalities; identify prevention recommendations; and enter information regarding the child fatality into the National Center Data Collection Website. This document is incorporated and made part of this contract by reference and is available on the following website http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html. 4. Reviewable child fatalities include one or more of the following causes: undetermined causes, unintentional injury, violence, motor vehicle incidents, child abuse/neglect, sudden unexpected infant death (SUID), and suicide. 5. The Contractor shall maintain access and ensure the Local Child Fatality Prevention Review Team Coordinator has login credentials to the Death Certificate File Transfer Protocol (FTP) Website and the National Center Data Collection Website https://www.cdrdata.org/auth/login. 6. CDPHE will assign child fatalities for review to the Contractor based on the coroner's jurisdiction using the Death Certificate File Transfer Protocol (FTP) Website on a monthly basis. This website content is incorporated and made part of this contract by reference and is accessible at https://secft2.dphe.state.co.us/thinclient/Login.aspx. 7. The Contractor shall complete individual, case-specific, multidisciplinary reviews and data entry of child fatalities. 8. CDPHE will conduct quality assurance checks as defined on the Colorado Child Fatality Prevention website on the data entered into the National Center Data Collection Website for child fatalities reviewed by the Contractor. This information is incorporated and made part of this contract by reference and is available on the following website http://www.cochildfatalityprevention.com/. 9. The Contractor shall request technical assistance and training from the CFPS support staff at CDPHE by completing and submitting an online form. This form is incorporated and made part of this contract by reference and is available on the following website http://www.cochildfatalityprevention.com/p/contact-cfps-staff.html. 10. CDPHE will analyze and aggregate child fatality data and disseminate this data to the Contractor in local child fatality prevention review team data reports. In addition, CDPHE will provide information and resources for evidence-based injury and violence prevention strategies and will make this information available on the Colorado Child Fatality Prevention website. This information is incorporated and made part of this contract by reference and is accessible at http://www.cochildfatalityprevention.com/p/prevention-efforts.html.

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

D. Division of Environmental Health and Sustainability (DEHS) Services

Goal #1: Provide environmental health services to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by the CDPHE for retail food establishments, child care centers and schools.
Objective #1: The Contractor shall assure compliance with the Food Protection Act, the Colorado Retail Food Establishment Rules and Regulations and all other policies, regulations, interpretive memoranda, and documents issued by DEHS which are

used to clarify interpretation and implementation of the laws, rules and regulations.	
Primary Activity #1	The Contractor shall conduct regulatory inspections of retail food establishments in accordance with state laws, regulations and standards.
Sub-Activities #1	1. The Contractor shall implement the State risk-based inspection methodology or an alternate risk-based methodology approved by the State. In order to be approved, alternate methodologies shall include implementation of State-approved intervention methods for highest risk establishments to minimize food-borne illness violations and to address critical item violations. 2. The Contractor shall conduct interventions for those retail food establishments that, through inspection data, are identified as having a large number of food-borne illness risk factors. An intervention is considered a routine inspection and can include onsite training, announced inspection, or a Hazard Analysis Critical Control Point (HACCP)-based critical item inspection. 3. The Contractor shall enter inspection, intervention and compliance data into the Contractor's digital database or into the State's digital database (DHD) no later than five working days after the last day of each month.
Primary Activity #2	The Contractor shall uniformly implement and administer the Food Protection Act.
Sub-Activities #2	1. The Contractor shall issue new and renewal licenses and certificates of license using DHD or Contractor-specific data system(s), and remit the State's portion of licensing fees to DEHS upon receipt of payment. 2. The Contractor shall respond to any plans and specifications or HACCP plans submitted within 14 days. a. The Contractor shall review and approve HACCP plans submitted by retail food establishments to verify and ensure that food handling risks are reduced to prevent food-borne illness outbreaks. b. The Contractor shall review all submitted plans for new or extensively remodeled retail food establishments. c. If a HACCP plan or other plan or specification is deemed inadequate, the Contractor shall provide written response to the submitter with a statement describing how such deficiencies may be corrected. 3. The Contractor shall hear and determine all complaints against licensees or grantees of certificates of license and administer oaths and issue subpoenas to require the presence of any person necessary to the determination of any such hearing. 4. The Contractor shall review all variance requests submitted by retail food establishments and provide a recommendation for approval or denial to be considered by CDPHE. 5. The Contractor shall implement performance measures to assure that employees cite critical violations on retail food inspections and ensure that these violations are corrected. 6. The Contractor shall use the State inspection form, or a form approved by the State, and mark the compliance status options for all critical violations as in compliance (In), out of compliance (Out), not applicable (NA), or not observed (NO) during each inspection. 7. The Contractor shall enroll and maintain progress in the FDA's Voluntary National Retail Food Regulatory Program Standards (VNRFPS) as staffing resources allow. Including: a. Participation in statewide committees for the development of the State requirements for a particular standard. b. Implementation of the minimum Standards developed by the State and/or the

	statewide committees. 8. The Contractor shall participate in individual and statewide trainings offered by DEHS for the retail food program or supporting data system(s). 9. The Contractor shall maintain standardized data, reports, and data interchange capabilities. 10. The Contractor shall participate in the State's data standardization efforts.
Objective #2: The Contractor shall assure compliance with the Rules and Regulations Governing the Health and Sanitation of Child Care Facilities and all other regulations, interpretive memoranda, and documents issued by DEHS which are used to clarify interpretation of the law, rules and regulations.	
Primary Activity #1	The Contractor shall conduct regulatory inspections and assure regulatory compliance for child care facilities in accordance with state laws, regulations and standards.
Sub-Activities #1	1. The Contractor shall inspect each child care center once every two years or on a risk-based inspection frequency. 2. The Contractor shall enter inspection, intervention and compliance data into the Contractor's digital database or the State's digital database (DHD) no later than five working days after the last day of each month. 3. The Contractor shall review all plans submitted by child care facilities and provide written response within two weeks of submittal. 4. The Contractor shall participate in individual and statewide trainings offered by DEHS for the child care program or supporting data system(s).
Objective #3: The Contractor shall assure compliance with the Core Public Health Services regulations, the Rules and Regulations Governing Schools and all other documents issued by DEHS which are used to clarify interpretation of the law, rules and regulations.	
Primary Activity #1	The Contractor shall conduct regulatory inspections and assure regulatory compliance for schools in accordance with state laws, regulations and standards.
Sub-Activities #1	1. The Contractor shall inspect each school that contains a laboratory or shop (high-risk school) once per year. 2. The contractor shall inspect each school that does not contain a laboratory or shop (low-risk school) at least once every three years. 3. The Contractor shall participate in local, regional or statewide self-certification inspections to assess compliance at schools. 4. The Contractor shall enter inspection, intervention and compliance data into the Contractor's digital database or the State's digital database (DHD) no later than five working days after the last day of each month. 5. The Contractor shall review and approve plans submitted by schools. 6. The Contractor shall forward all submitted variance requests to DEHS. 7. The Contractor shall participate in individual and statewide trainings offered by DEHS for the school program or supporting data system(s).
Standards and Requirements	1. The Contractor shall comply with the Food Protection Act, C.R.S. 25-4-16. This document is incorporated and made part of this contract by reference and is available on the following website http://www.sos.state.co.us/CCR/Welcome.do.

2. The Contractor shall comply with the Colorado State Board of Health Rules 6 CCR 1010-2, 6 CCR 1010-7, 6 CCR 1010-6. These documents are incorporated and made part of this contract by reference and is available on the following website http://www.sos.state.co.us/CCR/NumericalDeptList.do#1000.

3. The Contractor shall secure, maintain and use the following equipment to conduct inspections, at a minimum:
   a. Laptop or tablet computer(s);
   b. Thermocouple(s) or probe-type thermometer(s);
   c. Maximum registering thermometer or temperature-sensitive tape(s);
   d. Chemical test kits/papers;
   e. Drinking water test kits;
   f. Flashlight(s); and,
   g. Alcohol swabs.

4. The Contractor shall assure compliance of retail food establishments in accordance with the delegation of responsibilities under the Food Protection Act.

5. The Contractor shall complete all required retail food inspections during the State fiscal year and ensure that inspections are completed at a sufficient rate to protect public health and maintain a consistent regulatory presence in the community (i.e. approximately 25% of annually required inspections completed per quarter).

6. The Contractor shall have at least one employee that has successfully completed retail food establishment standardization through the DEHS, or have one employee who meets the eligibility requirements for standardization and participates in and successfully completes the standardization exercise when scheduled by DEHS.

7. The Contractor shall employ an individual as the lead environmental health professional who possesses at least a Bachelor of Science (BS) degree in environmental health or in a closely associated field, and at least two years of field experience in general environmental health programs. A Masters of Public Health degree may be substituted for one year of field experience.
   a. The Contractor may employ an environmental health professional or technician without two years of field experience or an individual who does not possess a BS degree if the individual is supervised by an environmental health professional with the qualifications listed above.

8. The Contractor shall implement a performance plan for retail food inspections that addresses staffing fluctuations, seasonal facilities, and periods of heavy workload in other public and environmental health programs in order to assure consistent performance of State-delegated duties on a quarterly basis.
   a. If extenuating circumstances (i.e. staffing, program or funding limitations), cause the contractor to complete less than 25% of the annually-required number of inspections in a quarter, the Contractor shall notify the State in writing of the extenuating circumstances.
   b. When the contractor lacks program budget to provide a staffing level of one full-time equivalent (FTE) devoted to retail food safety for every 320 inspections to be performed, the Contractor shall include such information in their written notification to the State. The Contractor shall use Standard 8 from the 2013 VNRFPS as the basis for calculations in support of this justification. (FTE requirements calculated in accordance with Standard 8 may be compared with funding provided through retail food license revenues and local staffing costs when justifying proportionally appropriate work completion).

9. The Contractor shall grant or refuse licenses and certificates of licenses to retail food establishments.

10. For retail food establishments, the Contractor shall utilize enforcement provisions

	including the assessment of civil penalties and the suspension or revocation of licenses and certificates of license. 11. For retail food establishments, the Contractor shall utilize the *Colorado Retail Food Establishment Guideline for Communicating Sanitation Rating* or other State-approved methodology when communicating risk or ratings associated with retail food establishment inspections. 12. The Contractor shall maintain inspection and compliance records for retail food establishments in a digital database in order for DEHS to determine: a. An accurate and complete inventory of existing retail food establishments; b. The number of inspections conducted; c. Completion rates for required inspections and interventions; d. The number of food-borne illness and critical item violations cited; e. Whether food-borne illness and critical items identified on retail food establishment inspections were corrected; f. Whether the required inspection frequency was met; and g. The number of enforcement actions taken to obtain compliance in retail food establishments. 13. The Contractor shall provide inspections and assure compliance to establish and enforce sanitary standards for the operation and maintenance of schools and child care facilities. a. In accordance with Section 5 of 6 CCR 1014-7, *Core Public Health Services*, when sufficient appropriations are absent, the contractor shall set priorities for completing the required child care and school inspections, and include the list of priorities in its local public health plan submitted pursuant to section 25-1-505, C.R.S. 14. The Contractor shall maintain adequate inspection and compliance records for schools and child care establishments in a digital database in order for DEHS to determine: a. An accurate and complete inventory of existing child care facilities; b. The number of inspections conducted; c. The number of critical item violations cited during child care facility and school inspections, and whether critical items identified on inspections were corrected; d. Completion rates for required inspections; and, e. Whether the required inspection frequency was met.
Expected Results of Activity(s)	Complete inspections and assure regulatory compliance in schools, child care facilities and retail food establishments in proportion with the resources and funding available to each of these programs.
Measurement of Expected Results	1. The number of retail food inspections required to be completed by the Contractor during the State fiscal year (based on the State's risk-based inspection scheduling methods or an alternate risk-based methodology approved by the State), and the number of inspections actually completed; 2. The number of food-borne illness and critical item violations cited during retail food inspections, and whether these violations were corrected; 3. The number of child care center inspections required to be completed by the Contractor during the State fiscal year and the number of child care facility inspections actually completed; 4. The number of critical item violations cited during child care facility inspections, and whether critical items identified on inspections were corrected; 5. The number of high-risk school inspections required to be completed by the Contractor during the State fiscal year and the number of high-risk school inspections actually

	completed; 6. The number of low-risk school inspection required to be completed by the Contractor during the State fiscal year and the number of low-risk school inspections actually completed; and, 7. The number of critical item violations cited during school inspections, and whether critical items identified on inspections were corrected.	
		Completion Date
Deliverables	1. The Contractor shall submit semi-annual progress reports via email to the Deputy Director of DEHS in a format provided by DEHS.	No later than January 31st June 30th
	2. If not using the State's digital database, the Contractor shall submit via email to the Deputy Director of DEHS an electronic data transfer (EDT) at a minimum of each quarter in accordance with data standardization workgroup protocol.	No later than October 31st January 31st April 30th July 31st
	3. If not using the State's digital database, the Contractor shall submit a quarterly inspection and compliance progress summary, in a format provided by DEHS via email to the Deputy Director of DEHS. Quarterly reporting may be provided using the Contractor's data system reporting capabilities (i.e. the Contractor can submit "canned" reports with some or all data elements).	No later than October 31st January 31st April 30th July 31st

IV. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Office of Planning and Partnerships Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, site visits and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

V. Resolution of Non-Compliance:

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

BUDGET
To Task Order - Contract Routing Number 13 FAA 42778
Contract Amendment #2 Routing Number 16 FAAA 78519

Budget:

Quarter	Local Planning and Support Amount	Environmental Health Amount	Maternal Child Health Amount	Child Fatality Prevention Amount	**TOTAL Payment**
July 1 through September 30, 2015	$9,868.50	$3,750.00	$3,931.50	$875.00	**$18,425.00**
October 1 through December 31, 2015	$9,868.50	$3,750.00	$3,931.50	$875.00	**$18,425.00**
January 1 through March 31, 2016	$9,868.50	$3,750.00	$3,931.50	$875.00	**$18,425.00**
April 1 through June 30, 2016	$9,868.50	$3,750.00	$3,931.50	$875.00	**$18,425.00**
Total	$39,474.00	$15,000.00	$15,726.00	$3,500.00	**$73,700.00**

Accumulative Budget:

Fiscal Year	Local Planning and Support Amount	Environmental Health Amount	Maternal Child Health Amount	Child Fatality Prevention Amount	**TOTAL Payment**
July 1, 2012 – June 30, 2013	$33,876.00	-	$6,237.00	-	**$40,113.00**
July 1, 2013 – June 30, 2014	$34,660.00	-	$10,786.00	-	**$45,446.00**
July 1, 2014 – June 30, 2015	$34,420.00	-	$13,256.00	$3,800.00	**$51,476.00**
July 1, 2015 – June 30, 2016	$39,474.00	$15,000.00	$15,726.00	$3,500.00	**$73,700.00**
Total	$142,430.00	$15,000.00	$46,005.00	$7,300.00	**$210,735.00**