AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approved Task Order Contract – Waiver #154; Colora

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC & CO Dept Public Health & Environ. Amend. 35 Tobacco

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

Summary:

Project serves to promote & implement 2 tobacco-free workplaces' policies targeting low income18-24 y/o utilizing cessation services, & developing local task force for prevention. This will be a new 20hr./wk. health educator position with built-in guidance from Delta Co. as part of West Central

Fiscal Impact: $36,062.00

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

Finance Review: (●) Required ( ) Not Required

Comments:
We'll need to add to 2015 budget with an amendment if approved. Grant budge tin submission has been discussed with Carol, no concerns.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/6/2015

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

Comments:

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

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CMS ROUTING NO. 16 FHLA 76453

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
Prevention Services Division - Tobacco
4300 Cherry Creek Drive South, A-5
Denver, Colorado 80246

CONTRACTOR:
Board of County Commissioners of Gunnison County 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

CONTRACTOR DUNS: 133115220

CONTRACTOR ENTITY TYPE:
Political Subdivision Colorado

TASK ORDER MADE DATE: 4/13/2015

BILLING STATEMENTS RECEIVED:
Monthly

CORE ENCUMBRANCE NUMBER:
CT FHLA

TERM:

This Task Order shall be effective upon approval by the State Controller, or designee, or on 07/01/2015, whichever is later. The contract shall end on 06/30/2016.

STATUTORY AUTHORITY: C.R.S. 25-3.5-804, et-seq., as amended

CLASSIFICATION: Sub-Recipient

CONTRACT PRICE NOT TO EXCEED: $36,062.00

PROCUREMENT METHOD:
RFA 1278

FEDERAL FUNDING DOLLARS: $0.00
STATE FUNDING DOLLARS: $36,062.00

BID/RFP/LIST PRICE AGREEMENT NUMBER:
Not Applicable

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY16: $36,062.00

LAW SPECIFIED VENDOR STATUTE:
Not Applicable

STATE REPRESENTATIVE:
Natalya Verscheure, MA
Tobacco Program Manager
Prevention Services Division
4300 Cherry Creek Drive South
A-5
Denver, Colorado 80246

PRICE STRUCTURE: Cost Reimbursement

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

PROJECT DESCRIPTION:
This project serves to to promote and implement at least two tobacco-free workplace policies targeting 18-24 year old non-students and low socio-economic adult workers. Interventions include: adopting or strengthening tobacco-free campus/grounds policy(s); promoting cessation services for worksite employees; expanding and promoting comprehensive cessation benefit coverage for employees.

EXHIBITS:

The following exhibits are hereby incorporated:

Exhibit A -	Additional Provisions (and any of its Attachments; e.g., A-1, A-2, etc.)
Exhibit B -	Statement of Work (and any of its Attachments; e.g., B-1, B-2, etc.)
Exhibit C -	Budget (and any of its Attachments; e.g., C-1, C-2, etc.)

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

Legal Name of Contracting Entity

_____

Print Name of Authorized Officer

_____

Signature of Authorized Officer

_____

Date

_____

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 _____

This page left intentionally blank.

ADDITIONAL PROVISIONS
To Contract Dated 04/13/2015 - CMS Contract Routing Number 16 FHLA 76453

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

1. This Task Order Contract contains state funds.

2. To receive compensation under the Task Order Contract, the Contractor shall submit a signed Monthly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website http://www.colorado.gov/cs/Satellite/CDPHE-Main/CBON/1251622941228 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 Reimbursement Invoice Form and Expenditure Details page 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 and Budget.

   Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: Tobacco Program at cdphe_stepp_pg@state.co.us

   Final billings under the Task Order Contract must be received by the State within a reasonable time after the expiration or termination of the Task Order Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Task Order Contract.

   Unless otherwise provided for in the Task Order Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

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

3. Time Limit For Acceptance Of Deliverables.

   a. Evaluation Period. The State shall have **thirty (30)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

   b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **thirty (30)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

   c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **thirty (30)** calendar days, to correct the noted deficiencies.

4. 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.

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

6. If Contractor indicates full expenditure of funds under this Task Order Contract by February 28 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. CDPHE will notify the Contractor of the potential need to decrease the current or upcoming budget. If the Contractor indicates at a later date than February 28 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 February 28, CDPHE will reallocate unspent funds without any penalties to the Contractor.

7. Contractor shall request prior approval in writing from CDPHE for all modifications to the Statement of Work or for a cumulative modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs, between budget categories. Budget revisions are also required to incur expenses against a budget category with zero funds budgeted. To open a new budget category line, the Contractor must seek approval from CDPHE prior to incurring expenditures against the new budget line. Any request for modifications to the Budget in excess of twenty-five (25%) percent of the total budget for direct costs or $250,000.00, whichever is less, shall be submitted to CDPHE at least ninety (90) days prior to the end of the contract period and may require an amendment in accordance with *General Provisions*, Section 5 of this Task Order Contract.

8. Funds provided under this Task Order Contract may not be used to: supplant funding for any existing programs/models; develop new cessation programs/models; develop curricula for youth or adults not reviewed and approved by the State; pay for individual cessation aids or nicotine replacement therapy; fund capital improvements; or fund costs of enforcement of state or local laws and ordinances.

9. Contractor affirms that it maintains no affiliations or contractual relationships, direct or indirect, with tobacco companies, owners, affiliate, subsidiaries, holding companies, or companies involved in any way in the production, processing, distribution, promotion, sales, or use of tobacco.

10. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by the 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 Contract, the State shall approve the disposition of all equipment.

11. 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).

12. CDPHE may increase or decrease funds available under this Task Order Contract using a Grant Funding Change Letter substantially equivalent to **Attachment A-1**. The Grant Funding Change Letter is not valid until it has been approved by the State Controller or designee.

13. CDPHE may require continued performance for a period of up to two (2) years at the same rates and same terms specified in the Task Order Contract. If CDPHE exercises this option, it will provide written notice to Contractor at least thirty (30) days prior to the end of the current Task Order 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 Contract. The total duration of this Task Order Contract, including the exercise of any options under this clause, shall not exceed three (3) years.

GRANT FUNDING CHANGE LETTER

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

TO: Insert Grantee's name

In accordance with Section of the Original Contract routing number , [insert the following language here if previous amendment(s), renewal(s) have been processed] as amended by [include all previous amendment(s), renewal(s) and their routing numbers], [insert the following 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 #
			CORE Encumbrance #

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

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

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

STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Public Health and Environment	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 Original Contract Routing Number 16 FHLA 76453

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

I. Entity Name: Gunnison County Department of Health & Human Services
Term: July 1, 2015 to June 30, 2016

II. Project Description:
This project serves to promote and implement at least two tobacco-free workplace policies targeting 18-24 year old non-students and low socio-economic adult workers. Interventions include: adopting or strengthening tobacco-free campus/grounds policy(s); promoting cessation services for worksite employees; expanding and promoting comprehensive cessation benefit coverage for employees.

III. Definitions:

1. CDPHE: Colorado Department of Public Health and Environment
2. RFA: Request for Applications
3. STEPP: State Tobacco Education and Prevention Partnership
4. WCPHP: West Central Public Health Partnership

IV. Work Plan:

Goal #1: Tobacco prevalence and initiation among young adults (18-24 years old) will decrease by fifty percent (50%).	
Objective #1: No later than expiration date of the contract, th Contractor shall engage in a worksite tobacco policy change process that reduces prevalence and initiation of tobacco use and exposure to secondhand smoke among young adults (18-24 year old).	
Primary Activity #1	The Contractor shall complete worksite assessment(s) to identify opportunities tobacco use and exposure to secondhand policy change process.
Sub-Activities #1	1. The Contractor shall develop a worksite assessment plan to understand where tobacco is being used and what tobacco policies are impacting young adult tobacco use. 2. The Contractor shall assess the tobacco and secondhand smoke problem at worksite(s) where young adults (18 – 24 years old) are employed. 3. The Contractor shall research, review and analyze existing worksite tobacco policies to identify strengths and areas for improvement. 4. The Contractor shall create decision maker profiles to identify key players' motivations/values and helps to define policy opportunities and challenges. 5. The Contractor shall meet with key decision-makers at worksite(s) to discuss tobacco policy change, the burden of tobacco use, and the tobacco policy change process.
Primary Activity #2	The Contractor shall recruit and maintain a local taskforce focused on making needed Worksite tobacco policy change.

Sub-Activities #2	1. The Contractor shall create a taskforce. 2. The Contractor shall educate task force regarding best practice and evidence-based strategies for tobacco control. 3. The Contractor shall educate task force in the design of the specific [Worksite] tobacco policy change campaign. 4. The Contractor shall develop task force members roles and responsibilities.
Primary Activity #3	The Contractor will participate in the regionalization of worksite tobacco policy efforts.
Sub-Activities #3	1. The Contractor shall participate in monthly calls with West Central Public Health Partnership (WCPHP) to align regional worksite policy efforts. 2. The Contractor shall participate in meetings with theWCPHP at least twice per year at their regularly scheduled meetings. 3. The Contractor shall participate in regional conference calls once a quarter to ensure a mutual direction for integrating policy language.
Primary Activity #4	The Contractor shall attend the Colorado Tobacco Conference and one other STEPP approved training.
Primary Activity #5	The Contractor shall complete and submit to CDPHE a project Evaluation Plan within six (6) months of the start of the contract.
Primary Activity #6	The Contractor shall develop an individualized training and technical assistance plan in collaboration with the Technical Assistance provider.
Primary Activity #7	The Contractor shall develop and implement a media plan prior to placement of any media buys
Standards and Requirements	1. The Contractor shall ensure that all work, including the work performed by subcontractors, follows the RFA requirements for each strategy included in the Scope of Work. 2. 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. 3. Evaluation plan will include the participation of the contractor in evaluation-related trainings and technical assistance (TTA) as recommended by CDPHE program staff. 4. The Contractor shall coordinate with the external evaluation contractor by providing access to program information and data as needed by CDPHE's evaluation contractor; bi-monthly meetings (or as needed) with CDPHE's evaluation contractor to provide program updates and to review evaluation progress, successes and barriers; and comply with data reporting requirements established by CDPHE's evaluation contractor. 5. The Contractor shall develop and implement the media plan with guidance from the CDPHE Tobacco Communication Specialist. The media plan shall be approved by CDPHE before placement of media buys. 6. The Contractor shall use existing, customizable materials available at www.cohealthresources.com for media materials. Should these existing materials not meet

	grantee needs, a proposal for the development of additional resources must be submitted by the grantee, for approval from the CDPHE Tobacco Program Generalist and STEPP Communications Specialist. 7. The Contractor shall participate in at least one (1) consultation meeting with the School of Public Health Technical Assistance provider to develop an individualized training and technical assistance plan, for each required strategy in the work plan. 8. The contractor shall ensure that all work follows best practices using the following as required resources: CDC's Best Practices for Comprehensive Tobacco Control Programs—2014, US Public Health Service Clinical Practice Guideline: *Treating Tobacco Use and Dependence - 2008 Update*. All work must align with the Patient Protection and Affordable Care Act (ACA), and The Health Information Technology for Economic and Clinical Health Act (HITECH). These documents are incorporated and made part of this contract by reference and are available on the following websites: http://www.cdc.gov/tobacco/stateandcommunity/best_practices/pdfs/2014/comprehensive.pdf http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/tobacco/clinicians/update/treating_tobacco_use08.pdf 9. The Contractor shall immediately inform STEPP of any tobacco control municipal ordinance issues arising in the contractor's county that is not already covered under deliverables in this Statement of Work. The Contractor shall collaborate with STEPP in determining a local strategy approach in order to promote environmental change processes to reduce tobacco initiation, use and exposure to secondhand smoke among the County's most tobacco- burdened populations. 10. The Contractor shall prioritize work to promote health systems change with health care systems, social service settings and other applicable interagency programs serving low-socioeconomic status and other priority populations. 11. The contractor shall comply with the requirements in the A35 Tobacco Goals Required and Optional Strategies for Community and Cessation Initiatives. This document is incorporated and made part of this contract by reference and is available on the following website: https://www.colorado.gov/pacific/sites/default/files/PW_A35_Tobacco-2016-2018-strategies.pdf.	
Expected Results of Activity(s)	A strengthened, expanded or newly develop local policy leading to the reduction in prevalence and incident of tobacco use among young adults (18-24).	
Measurement of Expected Results	Fidelity to the worksite policy implementation process outlined in the work plan.	
		Completion Date
Deliverables	The Contractor shall submit progress reports to the STEPP Tobacco Program Generalist via email prior to the report deadline. Progress report must include key elements of project work such as number and demographics of persons reached/served, work completed, accomplishments, barriers and resolution into the Amendment 35 Reach and Implementation Reporting Tool. Grantees will be provided metrics, measures and a reporting tool through CDPHE's evaluation contractor. These data will be aggregated as part of the macro-evaluation of the grants program.)	No Later than the 15th of the month following the end of each quarter October 31, 2015 December 31, 2015 March 30, 2016 June 30, 2016

V. Monitoring:

The contractor shall submit progress reports no later than **fifteen (15)** days after each calendar quarter and **fifteen (15)** days after end of the life of the contract to the Tobacco Program via email at: cdphe_stepp_pg@state.co.us

Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include: key elements of project work (i.e., number and demographics of persons reached/served, work completed, accomplishments, barriers and resolution) into the A35 Reach and Implementation Reporting Tool, quarterly progress reports, invoices and other fiscal and programmatic documentation as applicable. Grantees will be provided metrics, measures and reporting tool through CDPHE's evaluation contractor. These data will be aggregated as part of the macro-evaluation of the Tobacco grants program.

A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract and results communicated to the contractor. Failure to submit progress reports in accordance with the above time frames may result in a delay or denial of the reimbursement request for those periods.

VI. 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 Tobacco Program Generalist 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.

Colorado Department of Public Health and Environment

Colorado Department of Public Health and Environment
PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM
Contract Routing # 16 FHLA 76453

Contractor Name	Gunnison County
Budget Period	July 1, 2015 - June 30th, 2016
Project Name	Gunnison County Tobacco Education and Prevention Program

Program Contact Name, Title, Phone and Email	Carol Worrall, Public Health Director, 970-641-0209, cworrall@gunnisoncounty.org
Fiscal Contact Name, Title, Phone and Email	Jane Wyman, Senior Accountant, 970-641-7671, jwyman@gunnisoncounty.org

Expenditure Categories

Personal Services
Salaried Employees

Position Title/Employee Name	Description of Work	List SOW deliverable/ primary task number(s) this budget item supports	Gross or Annual Salary	Fringe	Percent of Time on Project	Match or In-Kind (If Required by RFA)	Total Amount Requested from CDPHE
							$0.00
							$0.00
							$0.00

Personal Services
Hourly Employees

Position Title/Employee Name	Description of Work	List SOW deliverable/ primary task number(s) this budget item	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Match or In-Kind (If Required by RFA)	Total Amount Requested from CDPHE
Health Educator	Coordinates the project, manages the grant, works with worksites to implement tobacco free policies, recruit and/or maintaine a task force. 20 hrs./wk.	yes	$19.35	$5.94	1040		$26,301.60
Description of Fringe	**Benefits Note: Gunnison County** charges exact fringe benefits based on their selection and applicable employment benefits. Fringe includes all applicable employment and benefit expenses per Gunnison County's personnel and payroll policies and procedures (workers' comp insurance, unemployment insurance, and the employer portion of FICA, retirement, health, vision and dental insurance, life insurance, employee assistance program). Average = 31% of salaries.						
							$0.00
						Total Personal Services (including fringe benefits)	**$0**	**$26,301.60**

Supplies & Operating Expenses

Item	Description of Item	List SOW deliverable/ primary task number(s) this budget item supports	Rate	Quantity	Match or In-Kind (If Required by RFA)	Total Amount Requested from CDPHE
Food/Refreshments	Meetings to develop the collation/task force/advisory group to work with worksite staff. Meeting meals 6 x $150 = $900	yes	$150.00	6		$900.00
Office supplies	General Office Supplies - printer cartridge $150, 2 reams of paper $50	yes	$200.00	1		$200.00

Colorado Department of Public Health and Environment

Colorado Department of Public Health and Environment
PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM
Contract Routing # 16 FHLA 76453

Contractor Name	Gunnison County
Budget Period	July 1, 2015 - June 30th, 2016
Project Name	Gunnison County Tobacco Education and Prevention Program

Program Contact Name, Title, Phone and Email	Carol Worrall, Public Health Director, 970-641-0209, cworrall@gunnisoncounty.org
Fiscal Contact Name, Title, Phone and Email	Jane Wyman, Senior Accountant, 970-641-7671, jwyman@gunnisoncounty.org

Computer, IT services	Computer provision, Internet/server access, software, and technical support services. 50% of laptop cost of $2,250	yes	$1,125.00	1		$1,125.00
Printing and Copying	2000 photocopies at 0.08 per copy		$0.08	2000		$160.00
Postage	postage at 0.49 per stamp, 52 stamps		$0.49	52		$25.48
Advertising print media	6 print ads @ $90		$90.00	6		$540.00
						$0.00
				Total Supplies & Operating Expenses	**$0**	**$2,950.48**
Travel						
Item	**Description of Item**	**List SOW deliverable/ primary task number(s) this budget item supports**	**Rate**	**Quantity**	**Match or In-Kind (If Required by RFA)**	**Total Amount Requested from CDPHE**
Mileage	Health Educator will attend two mandatory trainings in Denver. Round trip is approximately 300 miles x 2 trips = 600 miles. Reimbursement at $.575 mile. Regional meetings in Delta x 2 = 344 miles @ 0.575	yes	$0.575	944		$542.80
Lodging	4 nights in a hotel @ $200 = $800.	yes	$200.00	4		$800.00
Meals	Meals @ $36 per day x 4 = $144.	yes	$36.00	4		$144.00
						$0.00
				Total Travel	**$0**	**$1,486.80**
Contractual						
Subcontractor Name	**Description of Item**	**List SOW deliverable/ primary task number(s) this budget item supports**	**Rate**	**Quantity**	**Match or In-Kind (If Required by RFA)**	**Total Amount Requested from CDPHE**
Delta County Health Department	Gunnison County Health and Human Services, a member of the West Central Public Health Partnership, will contract with the Health Educator at the Delta County Health Department to build the Health Links model in a coordinated regional effort as it pertains to tobacco policies for worksites. The Contractor will be responsible for: Work plan assistance and guidance through monthly check-in calls or as needed; Uniform work plan coordination--standardized assessments and evaluation; ensure a mutual direction for integrating policy language; Coordination of regional conference calls once a quarterly; Attend in person meetings in the region and report to the West Central Public Health Partnership at least twice per year at their regularaly scheduled meetings. This regional effort is expected to help build capacity and competency at the local level to advance tobacco control activities. The amount was calculated at 10% of total contract amount to cover subcontractor's time and communication expenses.	yes	1%	3,606		$3,606.00
						$0.00

Colorado Department of Public Health and Environment

Colorado Department of Public Health and Environment
PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM
Contract Routing # 16 FHLA 76453

Contractor Name	Gunnison County
Budget Period	July 1, 2015 - June 30th, 2016
Project Name	Gunnison County Tobacco Education and Prevention Program

Program Contact Name, Title, Phone and Email	Carol Worrall, Public Health Director, 970-641-0209, cworrall@gunnisoncounty.org
Fiscal Contact Name, Title, Phone and Email	Jane Wyman, Senior Accountant, 970-641-7671, jwyman@gunnisoncounty.org

		Total Contractual	**$0**	**$3,606.00**
		SUB-TOTAL BEFORE INDIRECT		**$34,344.88**
Indirect			
Item	**Description of Item**	**Match or In-Kind (If Required by RFA)**	**Total Amount Requested from CDPHE**
Negotiated Indirect cost rate (Federal, State, or CDPHE)	Gunnison County has a negotiated rate for CY2015 of 62.98% of TDC. Gunnison County is electing to use 5% of Total Direct Costs for this grant. This action conforms to the current PSD policy on Indirect approved by PSD's Compliance Unit.		$1,717.24
Indirect rate (other):			
Indirect (modified or additional base)			
		Total Indirect	**$0**	**$1,717.24**
		TOTAL MATCH OR IN KIND	**$0**	
		TOTAL		**$36,062**