AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Department of Public Health and Environme

Action Requested: County Manager Signature

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

Term Begins: Jan 1, 2016 **Term Ends:** 12/31/2016 **Grant Contract #:**

Summary:

This is renewal of long-standing state contract to provide immunizations. Total amount unchanged from 2015. All requirements of SOW will be met including quarterly reports.

Fiscal Impact: $16,047

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

Finance Review: (●) Required ( ) Not Required

Comments:
No issues, extension of on-going agreement.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/3/2015

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 12/11/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/11/2015

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

Agenda Date: 12/15/2015

Revised April 2015

DEPARTMENT OR AGENCY NAME
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
DCEED-IMM

DEPARTMENT OR AGENCY NUMBER
FAAA

CONTRACT ROUTING NUMBER
16-85605

AMENDMENT FOR TASK ORDERS #1

This Amendment is made this **23th** day of **November**, **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) 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 **November 5, 2014,** with encumbrance number **15 FHHA 74628,** and contract routing number **FHHA2015000000000134**, referred to herein as the "Original Task Order Contract, whereby the Contractor was to provide to the State the following:

> **The goal of the Immunization Core Services Project is to reduce and eliminate vaccine preventable diseases in Colorado by increasing and maintaining immunization coverage. Local public health agencies shall provide core immunization services, according to established best practices, to improve the health of individuals and communities.**

The State promises to **increase** the amount of funds to be paid to the Contractor by **Sixteen Thousand Forty Seven Dollars**, **($16,047.00)** for the renewal term of **One (1) year,** ending on **December 31, 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 **15 FHHA 74628**, 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 15 FHHA 74628. This Amendment is for the **renewal term** of **January 1, 2016**, through and including **December 31, 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 **15 FHHA 74628**. This Amendment is for the **renewal term** of **January 1, 2016** through and including **December 31, 2016**. The maximum amount payable by the State for the work to be performed by the Contractor during this **renewal term** is **Sixteen Thousand Forty Seven Dollars**, **($16,047.00)** for an amended **total** financial obligation of the State of **Thirty Two Thousand Ninety Four Dollars**, **($32,094.00)**. This is an **increase** of **Sixteen Thousand Forty Seven Dollars**, **($16,047.00)** of the amount payable from the previous term. Of the maximum amount for this **renewal term Ten Thousand Eight Hundred Forty Six Dollars**, **($10,846.00)** are attributable to a funding source of the State of Colorado and **Five Thousand Two Hundred One Dollars**, **($5,201.00)** are attributable to a funding source of the United States Government (see Catalog of Federal Domestic Assistance (CFDA) number **93.268**). Of the amended **total** financial obligation of the State referenced above **Twenty One Thousand Six Hundred Ninety Two Dollars**, **($21,692.00)** are attributable to a funding source of the State of Colorado and **Ten Thousand Four Hundred Two Dollars**, **($10,402.00)** 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 E**". The revised **Budget** is incorporated herein by this reference and identified as "**Exhibit F**".

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 **January 1, 2016**, 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 Contract Routing Number 15 FHHA 74628
Contract Amendment # 1 Routing Number 16 FHHA 85605

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

Entity Name: Gunnison County Public Health

I. Project Description:

This project serves to reduce and eliminate vaccine preventable diseases in Colorado by increasing and maintaining immunization coverage. Local public health agencies shall provide core immunization services, according to established best practices and standards, to improve the health of individuals and communities.

II. Definitions:

1. ACIP: Advisory Committee on Immunization Practices
2. CCR: Code of Colorado Regulations
3. CDC: Center for Disease Control and Prevention
4. CDPHE: Colorado Department of Public Health and Environment
5. CIIS: Colorado Immunization Information System
6. CIB: Colorado Immunization Branch
7. Deputization: The formal extension of authority to provide VFC vaccines to eligible underinsured children from a participating FQHC or RHC to another VFC-enrolled provider; typically a local public health agency. Previously called Delegation of Authority.
8. FQHC: Federally qualified health center
9. LPHA: Local Public Health Agency
10. MOU: Memorandum of understanding
11. RHC: Rural Health Center
12. Section 317 Vaccine: Vaccine funding used to support infrastructure critical to vaccine program success including vaccine for: uninsured and underinsured adults, outbreak response and preparedness support.
13. VFC: Vaccines for Children

III. Work Plan

Goal #1: Reduce vaccine preventable diseases in Colorado by increasing or maintaining immunization coverage.	
Objective #1: No later than the expiration of the contract, LPHAs shall provide core immunization services intended to improve the health of individuals and communities.	
Primary Activity #1	1. The Contractor shall implement immunization services within its jurisdiction.
Sub-Activities #1	1. The Contractor shall review the Immunization Rates (County/Zip Code Level) Report provided by the CIB for children 19-35 months of age and adolescents 13-17 years of age no later than June 30 and December 31 and compare to the *CDC National Immunization Surveys; Child and Teen* in order to increase awareness of county versus national immunization rates. This information can be found at the CDC's website: http://www.cdc.gov/nchs/nis.htm and is incorporated and made part of this contract by reference. 2. The Contractor shall enter and submit immunization data into CIIS within thirty (30) days of vaccine administration.

	3. The Contractor shall vaccinate children eligible for VFC vaccine per ACIP recommendations. 4. The Contractor shall vaccinate persons eligible for Section 317 vaccine per ACIP recommendations. 5. The Contractor shall implement an evidence based strategy(s), such as CIIS reminder/recall, to reduce or eliminate coverage disparities by race, ethnicity and socio-economic status. 6. The Contractor shall promote informed vaccine decision making for consumers, healthcare providers, and policy makers through education. 7. The Contractor shall promote seasonal influenza vaccine, with new and existing partners, including those in the commercial sector, to improve preparedness in the event of an influenza pandemic. 8. The Contractor shall maintain a deputization MOU with an FQHC/RHC or serve as an FQHC/RHC. 9. The Contractor shall offer clients printed resource and referral materials that direct them to the nearest community Medicaid and Connect for Health Colorado enrollment location(s), including online enrollment options.
Standards and Requirements	1. The Contractor shall utilize the final results of the *CDC National Immunization Surveys; Child and Teen* provided by the CIB via email communication to review and compare immunization rates in order to increase awareness of county versus national immunization rates. 2. The Contractor shall comply with the requirements for entering/submitting immunization data into CIIS as agreed to in the CIIS Letter of Agreement found within the online CIIS Resource Center located at: https://www.ciisresources.com. The content of this website is incorporated and made part of this contract by reference. 3. The Contractor shall comply with the ACIP recommendations for vaccine administration located at http://www.cdc.gov/vaccines/acip/index.html. The content of this website is incorporated and made part of this task order by reference. 4. The Contractor shall promote compliance with school immunization rules within the *Colorado State Board of Health Rule 6 CCR 1009-2* located at http://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=6316. This document establishes immunization standards and is incorporated and made part of this contract by reference. 5. The Contractor shall comply with the requirements for utilizing VFC vaccine agreed to in the VFC Provider Enrollment Agreement packet as provided by CIB via certified mail. 6. The Contractor shall comply with the eligibility requirements for utilizing Section 317 vaccine as provided by CIB via email communication. 7. The Contractor shall utilize a minimum of one (1) evidence based strategy located on *The Guide to Community Preventive Services* website to eliminate coverage disparities by race, ethnicity and socio-economic status found at

	www.thecommunityguide.org. The content of this website is incorporated and made part of this contract by reference. 8. The Contractor shall utilize deputization MOU guidance as provided by CIB via email communication. 9. 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. 10. CIB will provide technical assistance upon request. 11. Printed resource and referral materials for Medicaid and Connect for Health Colorado enrollment shall be available for clients with Limited English Proficiency (LEP). Contractors that routinely offer enrollment services on-site are exempt from this requirement because the services provided go beyond this minimum requirement. 12. Information on enrollment resources, referral locations, LEP and outreach and promotional materials is available at https://www.colorado.gov/pacific/cdphe-lpha/administration-and-governance which is incorporated and made a part of this task order by reference.	
Expected Results of the Activity(s)	1. Immunizations are provided, promoted and administered within the contractor's jurisdiction.	
Measurement of Expected Results	1. Data contained in immunization rates reports, progress reports and evaluation reports.	
		Completion Date
Deliverables	1. The Contractor shall submit, annually, a signed VFC Provider Enrollment Agreement to the CDPHE via email to cdphe_vfc@state.co.us.	No later than 30 business days following the receipt of the enrollment packet.
	2. The Contractor shall submit an electronic quarterly progress report via https://fs9.formsite.com/ColoradoIMMprogram/2016CoreProgress-Report/index.html The content of this website is incorporated and made part of this task order by reference.	No later than 30 calendar days following the last day of: March, June, September and December, annually.

IV. Monitoring:

CDPHE's monitoring of the purchase order for compliance with performance requirements will be conducted throughout the contract period by the Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor.

V. Resolution of Non-Compliance:

The Contractor will be notified in writing within **30** calendar days of discovery of a compliance issue. Within **45** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the *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
Amendment #1 - Contract Routing Number 16 FHHA 85605

Immunization Core Service Activities-Gunnison	
Federal Funds (January 1, 2016-December 31, 2016)	$5,201
State funds (January 1, 2016-June 30, 2016)	$5,423
State funds (*Estimated* for July 1, 2016-December 31, 2016)	$5,423
Total amount:	$16,047