AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Statement of Work; Colorado Department of Public H

Action Requested: County Manager Signature

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

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

Summary:

This is additional funding for emergency Preparedness with specific SOW. Will provide funds for training for PH staff including travel and lodging and assistance from Multicultural Resource office to help with emergency messaging (spring flooding, evacuations etc.). Also radios and batteries.

Fiscal Impact: $13,681.38

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

Finance Review: (●) Required ( ) Not Required

Comments:
Will track seperately and include with 2016 budget amendment requests. No concerns.
ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 2/18/2016

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

Comments:
ok db 2/22/16

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 2/22/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/22/2016

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

Agenda Date: 3/1/2016

Revised April 2015

STATEMENT OF WORK

I. Entity Name: Gunnison County Department of Health and Human Services

Term: February 1, 2016 – June 30, 2016

II. Project Description:

Contractor shall work with and through state, regional, and local partnerships to achieve emergency preparedness activities. Contractor shall ensure collaboration with the Colorado Department of Public Health and Environment, the Office of Emergency Preparedness and Response, local public health agencies, and regional epidemiologist and generalist staff members within the designated All Hazards Region.

III. Work Plan:

Goal #1: Increase capacity for preparedness response and recovery in the Gunnison County, CO.		
Objective #1: No later than the expiration date of this purchase order, provide public health preparedness response and recovery activities in Gunnison County in the West All-Hazards Region through planning, training, exercises and real events.		
Primary Activity #1	The contractor shall purchase all equipment specified in Attachment #1.	
Primary Activity #2	The Contractor shall ensure that at least four public health personnel attend either the Colorado Electronic Disease Reporting System (CEDRS) training or the Mass Antibiotic Dispensing (MAD) Training.	
Primary Activity #3	The Contractor shall establish templates on community awareness for public health emergency preparedness for access and functional needs of at-risk individuals.	
Standards and Requirements	1. The Contractor shall be solely responsible for all costs associated with repairs, maintenance, and/or replacement of the equipment. 2. The Contractor shall require all employees, agents, and subcontractors to operate the equipment in accordance with the manufacturer's safety and operating instructions. 3. The contractor shall not use the equipment listed in Attachment #1 for any purpose other than to increase capacity for preparedness, response and recovery.	
Expected Results of Activity(s)	1. Increased capacity for preparedness response and recovery in Gunnison County. 2. Purchased equipment will be fully operational by June 30, 2016. 3. Public Health staff will have increased skills in Electronic Disease Reporting and Mass Antibiotic Dispensing.	
Measurement of Expected Results	1. Contractor shall report that the equipment is purchased and operational. 2. Contractor shall submit training and meeting documentation to CDPHE-OEPR. 3. Contract shall submit copies of templates for PH community awareness to CDPHE-OEPR.	
		Completion Date
Deliverables	1. The Contractor shall email a copy of receipt of supplies and equipment purchases to CDPHE-OEPR Regional Point of Contact.	June 30, 2016

	2. The Contractor shall email backup documentation of attendance of four public health personnel attended the Colorado Electronic Disease Reporting System (CEDRS) training and Mass Antibiotic Dispensing (MAD) Training to CDPHE-OEPR Regional Point of Contact.	June 30, 2016
	3. The contractor shall provide copies of all templates provided for access and functional needs of at-risk individuals to CDPHE-OEPR Regional Point of Contact.	June 30, 2016

IV. Budget:

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Personnel				
Title:	**Annual/Hourly /Salary Rate & Fringe**	**# of Months**	**% of Time FTE**	**Cost**
Multicultural Resource Services Coordinator	$66,560.00		120hr	$3,838.17
PH Nurse	$37.00		14hr	$2,072.00
PH Nurse	$37.00		24hr	$3,552.00
Personnel Budget Total:				**$9,462.17**

Supplies/Operating/Other Direct Expenses	
Description	**Cost**
2-way submersible GMRS/FRS radios with 50-mile range (8 pack)	$365.75
4 VHF Motorola batteries for HT1250	$192.00
2 800 MHz Motorola batteries for XTS radio	$160.00
Supplies/Operating/Direct Costs Budget Total:	**$717.75**

Travel (In-State/Out-of-State)	
Description	**Cost**
1 motor pool vehicle from Gunnison County Public Works to travel to Denver (400 miles) & Glenwood Springs (410 miles)	$461.70
$36/day per diem x 4 nurses x 6 days	$864.00
Lodging for 4 nurse @ $150/night (DEN) and $83/night (Glenwood)	$932.00
Travel Budget Total:	**$2,257.70**

Consultant/Contractual	
Description	**Cost**
Contractual/Consultant Budget Total:	**$0.00**

Direct Costs Budget Total:	**$12,437.62**

Administrative/Indirect Cost	
Indirect: 10% Total Direct Cost	**$1,243.76**
BUDGET TOTAL:	**$13,681.38**

V. Additional Provisions:

To receive compensation under the Purchase Order, the Contractor shall submit a signed **Monthly** CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website http://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links and is incorporated and made part of this SOW 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. The Contractor shall submit the invoice using one of the following three methods.

Mail to:

Joslynn Hilliard
Office of Emergency Preparedness and Response
Colorado Department of Public Health and Environment
OEPR – A2-4350
4300 Cherry Creek Drive South
Denver, Colorado 80246

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: OEPR Fiscal Staff, cdphe_oeprfiscal@state.co.us.

Fax the completed and signed CDPHE Reimbursement Invoice Form and Expenditure Details page to: Attention: OEPR fiscal Staff, 303-691-7811.

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

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

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

This award does not include funds for Research and Development.

Procurement Method:	Exempt
Contractor DUNS:	133115220
Contractor Entity Type:	A political subdivision of the state of Colorado
Classification:	Subrecipient

The United States Department of Health and Human Services ("USHHS"), through the Center of Disease Control and Prevention ("CDC") has awarded as of 06/26/2015 $13,031,374.00 federal funds under Notice of Cooperative Agreement Award, hereinafter "NCAA", number **5U90TP000510-04.** The Purchase Order contains federal funds under CFDA number *(93.069)* and incorporates the following additional provisions for federal awards

The following terms and conditions are in addition to the standard purchase order terms and conditions and are to be read and interpreted in conjunction with the provisions of the purchase order. Wherever used in the following federal provisions, "Contractor" and "Vendor" shall have the same meaning. Contractor and/or Vendor – any party to which a Purchase Order is issued.

1. Conformance with Law. 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:

a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
b. the "Hatch Act" (5 U.S.C. 1501-1508) and Public Law 95-454, Section 4728
c. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
d. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").
e. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
f. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
g. if the Contractor is acquiring an interest in real property and displacing households or businesses in the performance of this Contract, then the Contractor is in compliance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act", as amended, (Public Law 91-646, as amended, and Public Law 100-17, 101 Stat. 246 - 256);
h. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
i. Section 2101 of the Federal Acquisition Streamlining Act of 1994, Public Law 103-355; and
j. If the Contractor is a covered entity under the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d – 1320d-8, the Contractor shall comply with applicable HIPAA requirements. **If Contractor is a business associate under HIPAA, Contractor hereby agrees to, and has an affirmative duty to, execute the State's current HIPAA Business Associate Agreement. In this case, Contractor must contact the State's representative and request a copy of the Business Associate Agreement, complete the agreement, have it signed by an authorized representative of the Contractor, and deliver it to the State.**
k. 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.
l. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
m. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.3(b), in accordance with Executive Order 11246, "Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
n. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
o. if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
p. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
q. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.

2. Contractor Affirmation. If the Purchase Order involves federal funds or compliance is otherwise federally mandated, then by accepting the Purchase Order the Contractor affirmatively avers that:

a. the Contractor is in compliance with the requirements of the "Drug-Free Workplace Act" (Public Law 100-690 Title V, Subtitle D, 41 U.S.C. 701 et seq.);

b. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,

c. the Contractor shall comply with all applicable regulations pursuant to Section 319 of Public Law 101-121, Guidance for New Restrictions on Lobbying, including, Certification and Disclosure, 29 C.F.R. 93.110(1990) and where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

3. Annual Audits. If the Contractor expends federal funds from all sources (direct or from pass-through entities) in an amount of $750,000 or more during its fiscal year, then the Contractor shall have an audit of that fiscal year in accordance with Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). If the Contractor expends federal funds received from the State in an amount of $750,000 or more during its fiscal year, then the Contractor shall furnish one (1) copy of the audit report(s) to the State's Internal Audit Office within thirty (30) calendar days after the Contractor's receipt of its auditor's report or nine (9) months after the end of the Contractor's audit period, whichever is earlier. If (an) instance(s) of noncompliance with federal laws and regulations occurs, then the Contractor shall take all appropriate corrective action(s) within six (6) months of the issuance of (a) report(s).

VIII. Monitoring:

CDPHE's monitoring of the purchase order for compliance with performance requirements will be conducted throughout the purchase order 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.

IX. Resolution of Non-Compliance:

The Contractor will be notified in writing within **(30)** 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 *Grants Branch Manger* 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 Terms and Conditions of this Purchase Order.

X. Attestation:

The Vendor agrees to perform services in accordance with the terms and conditions of the Purchase Order to include Statement of Work and Budget.

_____

Contractor Name (Print) and Title

_____

Contractor Signature

_____

Date