AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Memorandum of Understanding Subcontract, Nurse Home Visitor Program; Gunnison and Montrose Counties; 7/1/13

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County & Montrose County Nurse Family Partnership

Term Begins: 7/1/2013 **Term Ends:** 6/30/2014 **Grant Contract #:**

Summary:
MOU with Montrose County Nurse Family Partnership for work to be done in Gunnison for the Nurse Family Partnership program.

Fiscal Impact: $43,673 for NFP

Submitted by: B. Lucero for C. Worrall **Submitter's Email Address:** Cworrall@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Lnienhueser Discharge Date: 8/16/2013

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

Comments:

Reviewed by: ATrezise Discharge Date: 8/15/2013 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: MBirnie Discharge Date: 8/26/2013

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

Agenda Date: 9/3/2013 Follow Up Agenda Date: N/A

Revised April 2013

MONTROSE COUNTY
COLORADO

HEALTH & HUMAN SERVICES

July 25, 2013

Ms. Carol Worrall
Gunnison County
225 N. Pine Street, Suite E
Gunnison, CO 81230

Dear Carol,

Please find enclosed 2 originals of the Memorandum of Understanding between County of Gunnison and County of Montrose for the Nurse Home Visitor Program. Please have one of the originals signed and returned to me.

Please feel free to contact me if you have any questions.

Sincerely,

Teri Watkins
Purchasing Agent
970-252-5058

MEMORANDUM OF UNDERSTANDING
SUBCONTRACT
RE: NURSE HOME VISITOR PROGRAM

AGREEMENT MADE effective the 1st day of July, 2013 between the County of Montrose, State of Colorado, hereinafter referred to as "'Montrose" and County of Gunnison, State of Colorado, hereinafter referred to as "Gunnison".

RECITALS

WHEREAS, Montrose has entered into a Task Order Contract Amendment 6/5/2013, with the State of Colorado for the use and benefit of the Department of Public Health and Environment, a copy of which is attached hereto as "Attachment A" and specifically incorporated herein by reference and made a part hereof and hereinafter referred to as "State Task Order"; and

WHEREAS, such Task Order provides, inter alia:

> The maximum amount payable by the State through direct reimbursement for work to be performed is $317,621, of which $43,673 is to be allotted for work in Gunnison and paid to the contractor for a total financial obligation and

WHEREAS, Gunnison represents to Montrose that it has reviewed this Memorandum of Understanding together with the State Task Order herein of concern with its County Attorney; and

WHEREAS, Montrose desires to enter into this subcontract with Gunnison and Gunnison desires to perform the terms and conditions of the State Task Order on behalf of Montrose as concerns Gunnison County in accordance with the terms of this Memorandum of Understanding.

NOW, THEREFORE, in consideration of the mutual promises set forth herein it is agreed between Montrose and Gunnison:

SECTION I.
DESCRIPTION OF WORK

The work to be performed by Gunnison in accordance with the terms of this Memorandum of Understanding shall encompass the performance of the Duties and Obligations of the above-referenced State Task Order as concerns Gunnison County specifically including, but not limited to, paragraphs 3 and 4 under "General Provisions" of the State Master Contract dated 1/17/2012 included as "Attachment B". However, it is understood and agreed that it shall be the responsibility of Gunnison to comply with all particulars of said State Task Order as concerns Gunnison

County and that Montrose shall not have a duty of performance thereunder.

SECTION II.
PAYMENT

In consideration of Gunnison's performance of the description of the work, Gunnison will be paid monthly post submission of state of work. It is specifically understood and agreed that Montrose shall not be responsible for the payment of any County funds to Gunnison in accordance with the terms of this Memorandum of Understanding. It is understood that Montrose's obligation shall simply be to pay over to Gunnison the monies received from State in accordance with the State Task Order. Further, Montrose and Gunnison agree that a method shall be established by which Gunnison bills and is reimbursed for services performed in accordance with this Memorandum of Understanding and the State Task Order.

Montrose will submit bills through the Medicaid Management Information System (MMIS) each month for each qualifying mother/child receiving a visit as verified by Gunnison.

Administrative/indirect costs will be accounted and noted as Gunnison County local match at a direct rate of 10% of salaries plus computer fees. Any actual program costs submitted by the Gunnison NFP Nurse will be allocated and reimbursed to Gunnison up to the maximum payable amount or up to the maximum as adjusted at the State mid-year adjustment period. This allocation and reimbursement will occur only after Gunnison's monthly billings have been submitted to Montrose and Montrose has received appropriate reimbursement of funds from the State.

SECTION III.
RELATIONSHIP OF PARTIES

Gunnison shall perform its duties hereunder as an Independent Contractor and not as an employee of Montrose. Neither Gunnison nor any agent or employee of Gunnison shall be, or shall be deemed to be an agent or employee of Montrose. Gunnison shall pay when due all required employment taxes and income tax and local head tax on any monies paid pursuant to this contract. Gunnison acknowledges that Gunnison and its employees are not entitled to unemployment insurance benefits unless Gunnison or a third party provides such coverage and that Montrose does not pay for or otherwise provide such coverage. Gunnison shall have no authorization, express or implied, to bind Montrose to any agreements, liability, or understanding except as expressly set forth herein. Gunnison shall provide and keep in force worker's compensation (and show proof of such insurance as requested) and unemployment compensation insurance in amounts required by law, and shall be solely responsible for the acts of Gunnison, its employees and agents.

SECTION IV.
DURATION

THE INITIAL term of this Memorandum of Understanding shall commence on the 1st of July, 2013 and shall continue through June 30, 2014. The total term of this Memorandum of Understanding, including any extensions or renewals thereof, may not exceed one year. It is understood and agreed that this Memorandum of Understanding may be renewed and/or be dependent upon forthcoming State Task Orders and State Funding.

SECTION V.
MONTROSE'S OVERALL SUPERVISION

In the performance of the work herein contemplated, Gunnison is an independent contractor with authority to control and direct the performance of the details of the work, Montrose being interested only in the results obtained. However, the work contemplated must meet the approval of Montrose and shall be subject to Montrose's general right of inspection and supervision to ensure the satisfactory completion thereof. Gunnison agrees to comply with all Federal, State and Municipal laws, rules and regulations are now or may in the future become applicable to Gunnison or Gunnison's performance covered by this Agreement or accruing out of the performance of such operations.

SECTION VI.
NONASSIGNABILITY

The parties hereto stipulate and agree that this Memorandum of Understanding or any interest therein shall not be assigned or transferred without the prior written consent of Montrose.

SECTION VII.
EFFECTIVE AGREEMENT

Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

SECTION VIII.
AMENDMENTS

Any and all modification or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and

not binding on either party hereto unless set forth in writing and signed by both parties.

SECTION IX.
DEFAULT

It is agreed that time is of the essence in the performance of this Memorandum. In the event of default by either party, the non-defaulting party shall give the defaulting party written notice by certified mail of such default and the defaulting party shall have ten (10) days to correct said default. If said default is not corrected within said ten (10) day period, the non-defaulting party may bring any action at law or equity authorized by the laws of the State of Colorado.

SECTION X.
TERMINATION

It is understood that this Memorandum of Understanding may be terminated by either party, without cause, upon thirty (30) days written notice to the other party.

SECTION **XI.**
COMPLIANCE

SECOND PARTY agrees that he shall perform pursuant to this Agreement in full compliance with all local, state and federal laws, specifically including, but not limited to HIPAA.

IN WITNESS WHEREOF, the respective parties have hereunto set their signatures effective the day and year first above written.

MONTROSE COUNTY HEALTH AND HUMAN SERVICES

Peg Mewes, RN, MCH, Director

DATE: 07-08-13

MONTROSE BOARD OF COUNTY COMMISSIONERS

Chairman

DATE: July 15, 2013

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

County Manager for Board of County Commissioners

DATE:

ATTEST:

COUNTY CLERK SEAL MONTROSE COUNTY, COLORADO

Deputy Clerk of the Board

DATE: July 15, 2013

Date:

Date:

STATE OF
COLORADO

CDPHE-Montrose County-NHVP-14 FLA 55877-Notification

Moritz - CDPHE, Heather <heather.moritz@state.co.us> Wed, Jun 5, 2013 at 2:37 PM
To: pmewes@montrosecounty.net
Cc: Lucia Waterman - CDPHE <lucia.waterman@state.co.us>, Flora Martinez - CDPHE <flora.martinez@state.co.us>

Hi Peggy,

This email serves as notification of your FULLY EXECUTED Colorado Department of Public Health & Environment (CDPHE) Task Order Amendment listed below:

Contractor Name: Montrose County Department of Health and Human Services

Task Order Amendment Number: 14 FLA 55877

Original Contract Number: 13 FLA 43987

Division: Prevention Services Division/PSD

Program Name: Nurse Home Visitor Program/NHVP

Reason for Contract: Renewal Amendment

Please "Reply to Sender" acknowledging the receipt of this email.

The Task Order Amendment listed above has been fully executed and you may begin work on **July 1, 2013**. An original hard copy of the Task Order Amendment will be mailed to you soon.

Please contact me with questions or concerns. My contact information is listed below.

–
Kind regards,

Heather Moritz
Contracts Administrator
Prevention Services Division
Colorado Department of Public Health & Environment
4300 Cherry Creek Drive South
Denver, CO 80246-1530
Phone: (303) 692-6271

heather.moritz@state.co.us

" ATTACH A "

DEPARTMENT OR AGENCY NAME
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
PSD-NHVP

DEPARTMENT OR AGENCY NUMBER
FLA

CONTRACT ROUTING NUMBER
14-55877

AMENDMENT FOR TASK ORDERS #1

This Amendment is made this **1st** day of **May, 2013**, 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 MONTROSE COUNTY, (a political subdivision of the state of Colorado), 161 South Townsend Avenue, Montrose, Colorado 81401-3955, for the use and benefit of the MONTROSE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES**, whose address or principal place of business is **1845 South Townsend Avenue, Montrose, Colorado 81401-1289**, 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 00036**.

Pursuant to the terms and conditions of the Master Contract, the parties entered into a Task Order Contract, dated **May 11, 2012**, with contract encumbrance number **PO FLA PPG1343987**, and contract routing number **13 FLA 43987,** as amended by Grant Funding Change Letter #1, Contract Routing Number **13 FLA 53036**, collectively referred to herein as the "Original Task Order Contract, whereby the Contractor was to provide to the State the following:

Services for the project Nurse Home Visitor Program.

In the event of the passage of House Bill (HB) 13-1117 specific to the Nurse Home Visitor Program, Colorado Revised Statute (C.R.S.) 26-6.4-103, et al. (formerly C.R.S. 25-31-103 et al.), or an executed executive order from the Colorado State Governor specific to the Maternal, Infant, Early Childhood Visitation Program, the responsibilities, including but not limited to, the financial administration and contractual compliance of this contract shall be transferred from the Colorado Department of Public Health and Environment (CDPHE) to the Colorado Department of Human Services (CDHS) in accordance with and on the effective date as described in HB 13-1117 or the executive order, respectively.

The State promises to **replace** the Additional Provisions and to pay the Contractor the sum of **Three Hundred Seventeen Thousand, Six Hundred Twenty-One Dollars, ($317,621.00)**, in exchange for the promise of the Contractor to continue to perform the work identified in the Original Task Order Contract for the renewal term of **twelve months**, ending on **June 30, 2014**.

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 FLA 43987 as amended by Grant Funding Change Letter #1,** Contract Routing Number **13 FLA 53036, collectively** referred to herein as the Original Contract, which is

by this reference incorporated herein. All terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment as though they were expressly rewritten, incorporated, and included herein.

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

   A. This Amendment is issued pursuant to paragraph **5** of the Original Task Order Contract identified by contract routing number **13 FLA 43987**. This Amendment **replaces** the **Additional Provisions** of the Original Task Order Contract. The revised **Additional Provisions** are incorporated by this reference and identified as **"Exhibit D."**

   B. This Amendment is issued pursuant to paragraph **5** of the Original Task Order Contract identified by contract routing number **13 FLA 43987**. This Amendment is for the **renewal term** of **July 1, 2013**, through and including **June 30, 2014**. The maximum amount payable by the State for the work to be performed by the Contractor during this **renewal term** is **Three Hundred Seventeen Thousand, Six Hundred Twenty-One Dollars, ($317,621.00)**, for an amended **total** financial obligation of the State of **SIX HUNDRED FORTY THOUSAND, THREE HUNDRED FORTY-NINE DOLLARS, ($640,349.00)**. This is an **increase** of **Three Hundred Seventeen Thousand, Six Hundred Twenty-One Dollars, ($317,621.00)**, of the amount payable from the previous term. 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 **July 1, 2013**, 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.

" Attach B"

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 00036

STATE:
State of Colorado for the use & benefit of the Department of Public Health and Environment
Prevention Services Division
Nurse Home Visitor Program
4300 Cherry Creek Drive South
Denver, Colorado 80246

CONTRACTOR:
Board of County Commissioners of Montrose County (a political subdivision of the state of Colorado)
161 South Townsend Avenue
Montrose, Colorado 81401-3955
for the use and benefit of the
Montrose County Department of Health and Human Services
1845 South Townsend Avenue
Montrose, Colorado 81401-1289

TASK ORDER MADE DATE:
05/11/2012

CONTRACTOR ENTITY TYPE:
Colorado Political Subdivision

PO/SC ENCUMBRANCE NUMBER:
PO FLA PPG1343987

TERM:
This Task Order shall be effective upon approval by the State Controller, or designee, or on 07/01/2012, whichever is later. The Task Order shall end on 06/30/2013.

BILLING STATEMENTS RECEIVED:
Monthly

STATUTORY AUTHORITY:
25-31-101, et-seq., C.R.S., as amended

PRICE STRUCTURE:
Cost Reimbursement

CONTRACT PRICE NOT TO EXCEED:
$302,544.00

PROCUREMENT METHOD:
Request for Application

FEDERAL FUNDING DOLLARS: $ 0
STATE FUNDING DOLLARS: $302,544.00

BID/RFP/LIST PRICE AGREEMENT NUMBER:
Not Applicable

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY 13: $302,544.00

LAW SPECIFIED VENDOR STATUTE:
Not Applicable

STATE REPRESENTATIVE:
Mary Martin
Department of Public Health and Environment
Prevention Services Division
Nurse Home Visitor Program
4300 Cherry Creek Drive South
Denver, CO 80246

CONTRACTOR REPRESENTATIVE:
Peg Mewes
Montrose County Department of Health and Human Services
1845 South Townsend Avenue
Montrose, Colorado 81401

SCOPE OF WORK:

To provide work services for the project Nurse Home Visitor Program (NHVP).

EXHIBITS:

The following exhibits are hereby incorporated:

Exhibit A - Additional Provisions (and its attachments if any – e.g., A-1, A-2, etc.)

Exhibit B - Statement of Work (and its attachments if any – e.g., B-1, B-2, etc.)

Exhibit C - Budget and Budget Narrative (and its attachments if any – 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) the Budget - **Exhibit C**, and its attachments if included, to this Task Order Contract; 7) 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

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 MONTROSE COUNTY (a political subdivision of the state of Colorado) for the use and benefit of the MONTROSE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Legal Name of Contracting Entity

Signature of Authorized Officer

David S. White

Print Name of Authorized Officer

Chairman, BOCC

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:
David J. McDermott, CPA

By _____

Date 6-21-12

ADDITIONAL PROVISIONS
To Task Order Contract Amendment Dated 05/11/2013 - Contract Routing Number 13 FLA 43987

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

1. The list of acronyms attached hereto as **Attachment A-1** may be referenced to in **Exhibit A, Exhibit B, Exhibit C,** and all and any attachments thereof in this Task Order Contract.

2. This Task Order Contract contains state funds.

3. To receive compensation under this Task Order Contract, the Contractor shall submit a signed **monthly** Contract Reimbursement Statement in a format acceptable to the State. This form is accessible at CDPHE's Women's Health Branch website at http://www.cdphe.state.co.us/ps/nursehome/index.html under the Fiscal tab and is incorporated herein by reference. Unless otherwise provided for in this Task Order Contract, "Other Funding Sources," if any, shall be included on all Contract Reimbursement Statements as required. The Contract Reimbursement Statement must be submitted within **sixty (60)** calendar days of the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work attached hereto as **Exhibit B** and incorporated herein and the associated Budget attached hereto as **Exhibit C** and incorporated herein.

   Submit completed Contract Reimbursement Statement to:

   Colorado Department of Public Health and Environment
   Fiscal Officer
   PSD-NHVP-A5
   4300 Cherry Creek Drive South
   Denver, CO 80246

   To be considered for payment, billings for payments pursuant to this Task Order Contract must be received within a reasonable time after the period for which payment is requested, but in no event no later than sixty (60) calendar days after the relevant performance period has passed. Final billings under this Task Order Contract must be received by the State within a reasonable time after the expiration or termination of this Task Order Contract; but in no event no later than sixty (60) calendar days from the effective expiration or termination date of this Task Order Contract.

3. 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.

4. Contractor must notify the State within thirty (30) days of a change of the Project Director or Principal Investigator or Fiscal Staff responsible for the performance of services provided under this Task Order Contract.

5. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan or for any modification to direct costs in excess of ten percent (10%) of the total budget for direct costs. Contractor shall submit a **Budget Revision Request Form** to request prior approval for all

budget modifications in excess of ten percent (10%) of the total budget for direct costs. The **Budget Revision Request Form** is incorporated herein by reference and is located at: http://www.cdphe.state.co.us/ps/nursehome/index.html under the Fiscal tab. Any request for a modification to the Budget in excess of ten percent (10%) of the total budget for direct costs shall be submitted to the State by February 28, 2013 and may require an amendment in accordance with Section 5 of this Task Order Contract. Requests for modifications to the Statement of Work/Work Plan may require an amendment regardless of dollar amount.

6. Notwithstanding terms contained in *General Provisions* of the Master Contract, Section 23f, *Assignment and Change in Ownership, Address, Financial Status*, Contractor is responsible for all work performed under this Task Order Contract by subcontractor(s) and shall maintain, at a minimum, a Memorandum of Understanding or other binding contractual agreement with all subcontractor(s) performing work under this Task Order Contract. Contractor shall provide a list of all current subcontractor(s) to the State within fifteen (15) calendar days of the execution date of this Task Order Contract and shall provide a list of any new subcontractor(s) at a minimum of fifteen (15) calendar days prior to the execution of any subcontract agreement. Contractor shall maintain records of any subcontractors in accordance with the time periods specified in *General Provisions* of the Master Contract, Section 11, *Records, Maintenance, Performance Monitoring & Audits.*

7. Notwithstanding the terms contained in the *General Provisions* of the Master Contract, Section 25, *Conformance with Law*, the Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended, which states that "no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program actively receiving Federal financial assistance." The Office for Civil Rights has established that it is the responsibility of any program that is a recipient of federal funds to ensure that any Limited English Proficient (LEP) person or beneficiary have meaningful access to programs, services and information. The Contractor and contract personnel shall adopt and implement policies and procedures in which reasonable steps are taken to provide language assistance in order to ensure equal access to LEP persons or beneficiaries. The Contractor and contract personnel shall advise LEP individuals that language assistance will be provided at no cost to the LEP person or beneficiary.

8. Contractor agrees to provide services to all Program participants and employees in a smoke-free environment in accordance with Public Law 103-227, also known as "the Pro-Children Act of 1994", (Act). Public Law 103-227 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where Women, Infants and Children (WIC) coupons are redeemed. Failure to comply with the provision of Public Law 103-227 may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By signing this Task Order Contract, Contractor certifies that Contractor shall comply with the requirements of the Act and shall not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. Contractor agrees that it shall require the language of the Act be included in any subcontracts which contain provisions for children's services and that all subcontractors shall sign and agree accordingly.

9. Notwithstanding the terms contained in the *General Provisions* of the Master Contract, Section 10, *Confidential or Proprietary Information*, the Contractor shall protect the confidentiality of all applicant or recipient records and other materials that are maintained in accordance with this Task Order Contract.

Except for purposes directly connected with the administration of this Task Order Contract, no information about or obtained from any applicant or recipient shall be disclosed in a form identifiable with the applicant or recipient without the prior written consent of the applicant or recipient, or the parent or legal guardian of a minor applicant or recipient with the exception of information protected by Colorado Statute as it applies to confidentiality for adolescent services in which case the adolescent minor and not the parent or legal guardian must provide consent or as otherwise properly ordered by a court of competent jurisdiction. Contractor shall have written policies governing access, duplication, and dissemination of all such information. Contractor shall advise its employees, agents, servants, and any subcontractors that they are subject to these confidentiality requirements.

10. Contractor shall fulfill all terms and conditions in *Assurance of Intention to Meet Program Requirements*, *Assurance of Intention to be an Active Medicaid Provider*, and *Assurance of Intention to Follow Caseload Guidelines* for the full term of this Task Order Contract.

11. The State may increase or decrease funds available under this Task Order Contract using a Grant Funding Letter substantially equivalent to **Attachment A-2**. The Grant Funding Change Letter is not valid until it has been approved by the State Controller or designee.

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

13. The 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).

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ADDITIONAL PROVISIONS
To Task Order Contract Amendment Dated 05/11/2013 - Contract Routing Number 13 FLA 43987

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

1. The list of acronyms attached hereto as **Attachment A-1** may be referenced to in **Exhibit A**, **Exhibit B**, **Exhibit C,** and all and any attachments thereof in this Task Order Contract.

2. This Task Order Contract contains state funds.

3. To receive compensation under this Task Order Contract, the Contractor shall submit a signed **monthly** Contract Reimbursement Statement in a format acceptable to the State. This form is accessible at CDPHE's Women's Health Branch website at http://www.cdphe.state.co.us/ps/nursehome/index.html under the Fiscal tab and is incorporated herein by reference. Unless otherwise provided for in this Task Order Contract, "Other Funding Sources," if any, shall be included on all Contract Reimbursement Statements as required. The Contract Reimbursement Statement must be submitted within **sixty (60)** calendar days of the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work attached hereto as **Exhibit B** and incorporated herein and the associated Budget attached hereto as **Exhibit C** and incorporated herein.

   Submit completed Contract Reimbursement Statement to:

   Colorado Department of Public Health and Environment
   Fiscal Officer
   PSD-NHVP-A5
   4300 Cherry Creek Drive South
   Denver, CO 80246

   To be considered for payment, billings for payments pursuant to this Task Order Contract must be received within a reasonable time after the period for which payment is requested, but in no event no later than sixty (60) calendar days after the relevant performance period has passed. Final billings under this Task Order Contract must be received by the State within a reasonable time after the expiration or termination of this Task Order Contract; but in no event no later than sixty (60) calendar days from the effective expiration or termination date of this Task Order Contract.

3. 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.

4. Contractor must notify the State within thirty (30) days of a change of the Project Director or Principal Investigator or Fiscal Staff responsible for the performance of services provided under this Task Order Contract.

5. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan or for any modification to direct costs in excess of ten percent (10%) of the total budget for direct costs. Contractor shall submit a **Budget Revision Request Form** to request prior approval for all

budget modifications in excess of ten percent (10%) of the total budget for direct costs. The **Budget Revision Request Form** is incorporated herein by reference and is located at: http://www.cdphe.state.co.us/ps/nursehome/index.html under the Fiscal tab. Any request for a modification to the Budget in excess of ten percent (10%) of the total budget for direct costs shall be submitted to the State by February 28, 2013 and may require an amendment in accordance with Section 5 of this Task Order Contract. Requests for modifications to the Statement of Work/Work Plan may require an amendment regardless of dollar amount.

6. Notwithstanding terms contained in *General Provisions* of the Master Contract, Section 23f, *Assignment and Change in Ownership, Address, Financial Status*, Contractor is responsible for all work performed under this Task Order Contract by subcontractor(s) and shall maintain, at a minimum, a Memorandum of Understanding or other binding contractual agreement with all subcontractor(s) performing work under this Task Order Contract. Contractor shall provide a list of all current subcontractor(s) to the State within fifteen (15) calendar days of the execution date of this Task Order Contract and shall provide a list of any new subcontractor(s) at a minimum of fifteen (15) calendar days prior to the execution of any subcontract agreement. Contractor shall maintain records of any subcontractors in accordance with the time periods specified in *General Provisions* of the Master Contract, Section 11, *Records, Maintenance, Performance Monitoring & Audits.*

7. Notwithstanding the terms contained in the *General Provisions* of the Master Contract, Section 25, *Conformance with Law*, the Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended, which states that "no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program actively receiving Federal financial assistance." The Office for Civil Rights has established that it is the responsibility of any program that is a recipient of federal funds to ensure that any Limited English Proficient (LEP) person or beneficiary have meaningful access to programs, services and information. The Contractor and contract personnel shall adopt and implement policies and procedures in which reasonable steps are taken to provide language assistance in order to ensure equal access to LEP persons or beneficiaries. The Contractor and contract personnel shall advise LEP individuals that language assistance will be provided at no cost to the LEP person or beneficiary.

8. Contractor agrees to provide services to all Program participants and employees in a smoke-free environment in accordance with Public Law 103-227, also known as "the Pro-Children Act of 1994", (Act). Public Law 103-227 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where Women, Infants and Children (WIC) coupons are redeemed. Failure to comply with the provision of Public Law 103-227 may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By signing this Task Order Contract, Contractor certifies that Contractor shall comply with the requirements of the Act and shall not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. Contractor agrees that it shall require the language of the Act be included in any subcontracts which contain provisions for children's services and that all subcontractors shall sign and agree accordingly.

9. Notwithstanding the terms contained in the *General Provisions* of the Master Contract, Section 10, *Confidential or Proprietary Information*, the Contractor shall protect the confidentiality of all applicant or recipient records and other materials that are maintained in accordance with this Task Order Contract.

Except for purposes directly connected with the administration of this Task Order Contract, no information about or obtained from any applicant or recipient shall be disclosed in a form identifiable with the applicant or recipient without the prior written consent of the applicant or recipient, or the parent or legal guardian of a minor applicant or recipient with the exception of information protected by Colorado Statute as it applies to confidentiality for adolescent services in which case the adolescent minor and not the parent or legal guardian must provide consent or as otherwise properly ordered by a court of competent jurisdiction. Contractor shall have written policies governing access, duplication, and dissemination of all such information. Contractor shall advise its employees, agents, servants, and any subcontractors that they are subject to these confidentiality requirements.

10. Contractor shall fulfill all terms and conditions in *Assurance of Intention to Meet Program Requirements*, *Assurance of Intention to be an Active Medicaid Provider*, and *Assurance of Intention to Follow Caseload Guidelines* for the full term of this Task Order Contract.

11. The State may increase or decrease funds available under this Task Order Contract using a Grant Funding Letter substantially equivalent to **Attachment A-2**. The Grant Funding Change Letter is not valid until it has been approved by the State Controller or designee.

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

13. The 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).

Commonly Used Acronyms and Abbreviations That May Be Referenced In the Scope of Work:

ACS	American Cancer Society
ACNS	Alamosa County Nursing Service
ACF	Administration for Children and Families
ADA	Americans with Disabilities Act
ADAD	Alcohol and Drug Abuse Division
AHA	American Heart Association
AIDS	Acquired Immune Deficiency Syndrome
ALA	American Lung Association
ALA(C)	American Lung Association (of Colorado)
AMCHP	Association of Maternal Child Health Programs
ANR	Americans for Non-Smokers' Rights
ARC	Addiction Recovery Centers
ARRA	American Recovery and Reinvestment Act
ASC	Adams State College
ASSIST	American Stop Smoking Intervention Study
ASTHO	Association of State and Territorial Health Office
B&G	Boys & Girls
BACCHUS	BACCHUS Peer Education Network
BAG	Build a Generation
BBLHC	Boulder Broomfield Latino Health Coalition
BC	Boulder County
BCCP	Breast and Cervical Cancer Program
BCHD	Bent County Health Dept
BCPH	Boulder County Public Health
BCPHA	Baca County Public Health Agency
BCDSS	Baca County Dept Social Services
BCTEPP	Bent County Tobacco Education Prevention Partnership
BGC	Boys & Girls Club
BGCMD	Boys & Girls of Metro Denver
BHS	Broomfield High School
BMTF	Baby & Me Tobacco Free
BOCES	Board of Cooperative Educational Services
BOH	Board of Health
BRFSS	Behavioral Risk Factor Surveillance System
BVBAG	Buena Vista Build a Generation
BVSD	Boulder Valley School District
Bx	Biopsy
C	Choice
CAD	Coronary Artery Disease
CASB	Colorado Association of School Board
CB	Community-based System
CBE	Clinical Breast Exam
CBO	Community-based Organization
CC	Clear Creek
CC	Custer County
CC	Community Coordination/Coordinator
CCAP	Larimer County Child Care Assistance Program
CCC	Colorado Cancer Coalition
CCCHE	Colorado Community Coalition for health Equity
CCGC	Colorado Clinical Guidelines Collaborative
CCMC	Colorado Clinical Managed Care Network
CCMC	Commission for Case Manager Certification
CCPD	Cancer, Cardiovascular, and Pulmonary Disease
CCIAA	Colorado Clean Indoor Air Act
CCTCI	Colorado Chew Tobacco Collaborative Initiative

CCTEPP	Custer County Tobacco Education Prevention Partnership
CDC	Centers for Disease Control and Prevention
CDE	Colorado Department of Education
CDPHE	Colorado Department of Public Health and Environment
CDU	Chronic Disease Unit
CEC	Career Education Center
CEO	Chief Executive Officer
CFDA	Catalog of Federal Domestic Assistance
CFFC	Colorado Foundation for Families and Children
CHIN	Community Health Information Network
CICP	Colorado Indigent Care Program
CJD	Colorado Judicial Department
CM	Case Management
CMC	Colorado Mountain College
CMS	Contract Management System
CMS	Creative Media Solutions
CNCC	Colorado Northwestern Community College
CNS	County Nursing Service
CO	Colorado
COD	Colorado Donated Dental Services Program
COPAN	Colorado Physical Activity and Nutrition Program
COV	Colorado Van Program
CPCF	Colorado Parent and Child Foundation
CPHA	Colorado Public Health Association
CPT	Current Procedural Technology
CRUE	Culturally Responsive Urban Education
CSAP	Colorado Student Assessment Program
CSH	Coordinated School Health
CSU	Colorado State University
CSU-P	Colorado State University-Pueblo's
CTC	Connect to Care
CTEPA	Colorado Tobacco Education and Prevention Alliance
CTFK	Campaign for Tobacco-Free Kids
CTRP	Colorado Tobacco Research Program
CTP	Crossroads Turning Point
CU	University of Colorado, Boulder
CWCCI	Colorado Women's Cancer Control Initiative
CY	Contract Year
DAISI	Denver At-home Intervention Service Initiative
DASH	Division of Adolescent & School Health (CDC)
DCMH	Delta County Memorial Hospital
DH	Denver Health
DHHA	Denver Health and Hospital Authority
DHS	Department of Human Services
DHHS	Unites States Department of Health and Human Services
DOR	Department of Revenue
DOS	Delta Opportunity School
DSS	Department of Social Services
E&I	Education and Information
EAP	Employee Assistance Program
EBHV	Evidence-Based Home Visiting to Prevent Child Maltreatment Grant Program
ECC	Early childhood council
ECC	Electrocardiogram
ECCLC	Early Childhood Council of Larimer County
ECLC	Early Childhood Leadership Council/Commission
E.D.	Executive Director
EHS	Early Head Start
EMR	Electronic Medical Record

EMT	Emergency Medical Technicians
EPA	Environmental Protection Agency
EPE	Epidemiology Planning and Evaluation
ESL	English as a Second Language
ETS	Environmental Tobacco Smoke (a.k.a. secondhand smoke)
FIRC	Family and Intercultural Resource Center
FICA	The Federal Insurance Contribution Act
FDA	Food and Drug Administration
FNA	Final Needle Aspiration
FPP	Family Planning Program
FPL	Federal Poverty Level
FRCC	Front Range Community College
FTE	Full Time Equivalent
FTP	File Transfer Protocol
FY	Fiscal Year
FYI	Family Youth Initiatives
GASO	Great American Smoke-out
GED	General Education Development
GASP	CO Group to Alleviate Smoking Pollution of Colorado
Get R!EAL (GR)	Resist! Expose Advertising Lies (Youth Empowerment Program)
GLBT	Gay, Lesbian, Bisexual, and Transgender
GYN	Gynecological
HCP	Health Care Program For Children with Special Needs
HCYS	Huerfano County Youth Services
HHS	Health and Human Services
HIPPA	Health Insurance Portability and Accountability Act of 1996
HIPPY	Home Instruction for Parents of Preschool Youngster
HIT	Health Improvement Team
HIV	Human Immunodeficiency Virus
HPV	Human Papillomamavirus
HR	Human Resources
hr	hour
HRSA	Health Resources and Services Administration
HSL	High School Leadership
ID	Identification
IIK	Invest in Kids
ISHT	Interagency School Health Team
IT	Information Technology
JAC	Juvenile Assessment Center
KIS	Keeping in STEPP
KMH	Keefe Memorial Hospital
KPC	Kevin Patrick Caleum
LAHCDHD	Las Animas Huerfano Counties District Health Department
LBW	Low Birth Weight
LC	Learning Community
LGBT	Lesbian, Gay, Bisexual, Transgender
LEM	Latinas en Movimiento
LHA	Local Health Agency
LHD	Local Health Department
LLC	Limited Liability Company
LRCC	Latino Regional Community Coalition
LRPC	Latino a Research and Policy Center
LST	Life Skills Training
LSTPEN	Latino Statewide Tobacco Prevention and Education Netw
LWB	Live Well Broomfield
MCHA	Montezuma Housing Authority
MCHD	Montezuma County Health Department
MCHS	Montezuma-Cortez High School

MCPN	Metro Community Provider Network
MCRC	Media Campaign Resource Center – CDC
MD	Medical Doctor
MHCBBC	Mental Health Center Serving Boulder and Broomfield Counties
MIECHV	Maternal, Infant and Early Childhood Home Visiting Program
MO	Month
MOB	Medical Office Building
MOU	Memorandum of Understanding
MPA	Master of Public Administration in Health and Human Services
MPH	Master of Public Health
MRI	Magnetic Resonance Imaging Scan
MS	Master of Science
MSA	Master Settlement Agreement
MUH	Multi-user Housing
MYAT	Multi-Disciplinary Youth Assessment Team
N/A	Not Applicable
NACCHO	National Association of County and City Health Officials
NACR	Native American Cancer Research
NAQC	North American Quitline Consortium
NASBE	National Association of State Board of Education
NCHD	Northeast Colorado Health Department
NCI	National Cancer Institute
NE	North East
NFP	Nurse-Family Partnership
NFPNSO	Nurse-Family Partnership National Service Office
NHVP	Nurse Home Visitor Program
NIDA	National Institute on Drug Abuse
NIH	National Institute of Health
NJH	National Jewish Medical and Research Center
N-O-T	Not-on-Tobacco, (ALA's Youth Smoking Cessation Program)
NP	Nurse Practitioner
NPP	Nurturing Parenting Program
NRT	Nicotine Replacement Therapy
NSBA	National School Boards Association
OSH	Office on Smoking or Health (CDC)
OTC	Over the Counter
PA	Physician's Assistant
PAC	Prevention Awareness Crew
PACT	Partners Assessing Chew Tobacco
PAT	Parents as Teachers
PCCHD	Pueblo City-County Health Department
PPC	Personal Care Providers
PE	Presumptive Eligibility
PEN	Parent Engagement Network
PVCHC	Peak Vista Community Health Center
PHN	Public Health Nurse
PIO	Public Information Officer
PM	Peer Mentor
PMC	Parkview Medical Center
PMR	Planning Management Region
PN	Patient Navigator
PO	Purchase Order
PPC	Policy Partner Committee
PPFC	Pikes Peak Family Connections
PPN	Prevention Policy Network
PRA	Policy Resource Alliance
PRAMS	Pregnancy Risk Assessment and Monitoring Survey
PRIDE	Pure Respect Initiative Direct Education

PSA	Public Service Announcement
PSD	Prevention Service Division
PTEPP	Pueblo Tobacco Education and Prevention Partnership
PVC	Prairie View Clinic
Q1	Quarter One
Q2	Quarter Two
Q3	Quarter Three
Q4	Quarter Four
QI	Quality Improvement
QOL	Quality of Life
RDAC	Regional Disparities Advisory Council
RFA	Request for Applications
RFP	Request For Proposals
RIE	Reach, Implementation and Effectiveness
RIHEL	Regional Institute for Health and Environment
RMC	Rocky Mountain Center for Health Promotion & Education
RMRH	Rocky Mountain Rural Health
RMYC	Rocky Mountain Youth Corps
RN	Registered Nurse
Rx	Prescription
RY	Reconnecting Youth
SafeCare	
SAMHSA	Substance Abuse Mental Health Services Administration
SB	School-based System
SBAG	Salida Build A Generation
SBHC	School-Based Health Centers
SCYC	School Community Youth Coalition
SCRHC	Southern Colorado Regional Health Collaborative
SD	Service Delivery
SECH	Southeast Colorado Hospital
SEMHS	Southeast Mental Health Services
SES	Socio-Economic Status
SEW	School Employee Wellness
SGR	Surgeon General's Report
SHAC	Smoke-free Housing Action Committee
SHI	School Health Index
SHS	Secondhand Smoke
SIDS	Sudden Infant Death Syndrome
SLV	San Luis Valley
SMART	Staying Motivated at Reducing Temptations
SMART OUTCOME OBJECTIVE	Specific, Measurable, Achievable, Realistic, Time-Bound
SMSU	Self Management Service Unit
SRO	School Resource Officer
STD	Sexually Transmitted Disease
STEPP	State Tobacco Education and Prevention Partnership
STW	Straight-to-Work
SVVSD	St. Vrain Valley School District
SWOT	Strengths, Weaknesses, Opportunities, Threats
SYNAR	Synar Regulation
TA	Technical Assistance
TABS	Tobacco Attitudes and Behavior Survey
TAG	Technical Advisory Group (for evaluation & TPEG)
TANF	Temporary Aid to Needy Families
TARP	Tobacco Advocacy and Resource Partnership
TBD	To Be Determine
TCP	Tobacco Control Partners
TDAC	Tobacco Disparities Advisory Council
TDG	Tobacco Disparities Grant

TDS	Tobacco Disparities Subcommittee
TEACH	Teaching Equity to Advance Community Health
TEFAP	The Emergency Food Assistance Program
TEPP	Tobacco Education Prevention Partnership
TFCCI	Tobacco-Free Colorado Communities Initiative
TFLC	Tobacco Free Larimer County
TFS	Tobacco-Free Schools
TFS Law	Tobacco-Free Schools Law
TGYS	Tony Grampsas Youth Services
Title V	Title V of the Social Security Act
TND	Project Toward No Drug Abuse
TPEG	Tobacco Program Evaluation Group
TPI	Tobacco Prevention Initiative
TRC	Tobacco Education and Prevention and Cessation Program Review Committee
TRI	Tobacco Rapid Improvement Activity
TRIA	Tobacco Rapid Improvement Assessment
TTI	Tony Grampsas Tobacco Initiative
UCD	University of Colorado – Denver
UCDHSC	Health Sciences Center at UCD (sometimes abr. UCHSC)
UCDHSC	University of Colorado at Denver and Health Sciences Center
US	United States of America
USSTC	US Smokeless Tobacco Company
VP	Vice President
Well COA	Wellness Councils of America
WHU	Women's Health Unit
WIC	Women, Infants, Children
WWC	Women's Wellness Connection
Y@C	Youth at Crossroads
YE	Youth Empowerment
YPH	Youth Partnership for Health
Yr	Year
YRBS	Youth Risk Behavior Survey
YSAP	Youth Substance Abuse Prevention Coalition
YTS	Youth Tobacco Survey
YVMC	Yampa Valley Medical Center
5 A's	Ask, Advise, Assess, Assist, Arrange
2A's R	Ask, Advise, Refer

STATEMENT OF WORK
To Task Order Contract Dated 5-11-2012 - Contract Routing Number 13 FLA 43987

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

I. Project Description:

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

In order to implement the Nurse Home Visitor Program (NHVP) efficiently and effectively and to promote the successful partnerships between state public entities and the private sector, responsibility for the program is divided between the Colorado Department of Public Health and Environment, which is responsible for financial administration of the program, and the Regents of University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver (UCD) located at the Anschutz Medical Campus which is responsible for programmatic and clinical support, evaluation, and monitoring for the program.

II. Performance Requirements/Deliverables:

1. 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 activities and services related to the fiscal management of the Colorado Nurse Home Visitor Program. The fiscal management provided by the contractor for the program must be deemed by the state to be acceptable and in good faith. For fiscal management to be "acceptable" it must comply with all, but not limited to, the items listed below, which are incorporated and made part hereof by reference. These documents are located at: http://www.cdphe.state.co.us/ps/nursehome/index.html

   - Colorado Nurse Home Visitor Program Act, as described in § 25-31-101, C.R.S.
   - NHVP Grantee Fiscal Requirements
   - NHVP Board of Health Rules
   - NHVP Medicaid Billing Manual

2. The Contractor shall submit the following reports, when requested and by the indicated due dates, incorporated by reference. These documents are located at: http://www.cdphe.state.co.us/ps/nursehome/index.html

   - Expenditure Year-to-Date / Mid-Year Projections Report
   - Final Expenditure Report

3. The Contractor shall complete in a satisfactory manner and by the indicated date, all activities stated in the "Areas Requiring Performance Improvement Plan or Funding Conditions" in the NHVP Application Review Summary letter which is incorporated and made part hereof by reference.

4. The Contractor shall participate in meetings or trainings as requested by the State, and the Contractor must cover all costs as applicable.

5. The Contractor shall provide the nurse home visitor services in accordance with the Application Review Summary and the FY2013 Budget, **Exhibit C**.

6. Funding adjustments may be executed during the term of this Task Order Contract in accordance with Additional Provisions, **Exhibit A**. Grant awards are made using NHVP funding and Medicaid reimbursement estimates. The total amount of funding for the term of this Task Order Contract may not exceed the Total Amount Requested from the CDPHE as provided in the attached Budget, **Exhibit C**. If the Contractor draws more Medicaid funding, the State will reduce the NHVP funding. Unless otherwise approved, overages of Medicaid funding in one fiscal year are reconciled in the subsequent fiscal year. If the contractor draws less Medicaid funding the state may increase the NHVP funding, if funding is available, during the Mid-Year Budget Projections process.

7. Contractor shall submit Medicaid reimbursement requests for all eligible clients. Department of Health Care Policy and Financing (HCPF) oversees the submission of Medicaid reimbursement requests for compliance with HCPF procedures and the Medicaid Billing Manual. The Medicaid Billing Manual can be accessed at http://www.cdphe.state.co.us/ps/nursehome/index.html

8. Contractor shall refer families participating in any and all programs in its agency such as the Special Supplemental Program for Women, Infants and Children (WIC), Early and Periodic Screening, Diagnosis and Treatment (EPSDT), Immunization Clinics, Health Care Program for Children with Special Health Care Needs (HCP), Prenatal Plus (PNP), etc. to appropriate enabling and direct care service programs in the community. Contractor shall provide all pregnant women in need of resources for prenatal medical care information about programs such as WIC, PNP, etc. as needed; provide all individuals seeking reproductive health services with information about pregnancy planning, preconception health, the consequences of unintended pregnancies, and referrals to comprehensive family planning services; and shall ensure that all children ages birth through two years who may be eligible for early intervention services are referred to Early Intervention Colorado.

9. Contractor shall notify the State within thirty (30) days of a change of the NHVP Nurse Coordinator/Supervisor or fiscal staff and shall require any new NHVP Nurse Coordinator/Supervisor and fiscal staff working on NHVP services to participate in Fiscal Orientation within forty-five (45) days of employment.

III. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Program's Program Coordinator. Methods used will include review of documentation reflective of performance to include progress reports and documentation reviews, fiscal site visits, reports from UCD, and meetings with the Contractor as necessary to ensure compliance with fiscal requirements. Contractor shall provide reasonable access to financial documents and staff as requested. 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.

IV. Resolution of Non-Compliance:

The Contractor will be notified in writing within **thirty (30) calendar days** of discovery of a compliance issue. Within **sixty (60) 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 Home Visiting Unit Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Remedies section of the General Provisions of this contract.

CONTRACTS			
Contractor Name	Description of Contracted Service	Calculation of Total Cost	Contract Cost (CDPHE Funding Only)
Gunnison County	NHVP services in Gunnison County	estimated salary including all benefits and potential merit and COLA increases at 3220.75 x 12 months	$38,649
		operating including travel, all office costs and supplies, professional development and client support materials	$5,024
		Total Contracts:	$43,673