AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Approved Task Order Contract – Waiver #154; Colorado Department of Public Health and Environment, CMS Routing No. 15 FHHA 74628; Immunization Core Services Project; 1/1/15 thru 12/31/15; $16,047

Action Requested: Board of County Commissioners' Signature

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

Term Begins: Jan 1, 2015 **Term Ends:** 12/31/2015 **Grant Contract #:**

Summary:
Longstanding state contract for core immunization services that include weekly vaccination clinics and documentation and quarterly progress reports, meeting SOW requirements. New to this contract is monitoring teen immunization rate and also will begin integrating Emergency Preparedness Response staff for tracking SNS antiviral or vaccines for emergencies, i.e. pandemics into the CO Immunization Information System.

Fiscal Impact: $16,047

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

Finance Review: (●) Required ( ) Not Required

Comments:

This is a renewal grant for FY15. Funding level is about the same as this current year. This grant is included in the County Budget.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 11/19/2014

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 11/18/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 11/20/2014

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

Agenda Date: 12/16/2014 Follow Up Agenda Date:

Revised April 2013

Colorado Department of Public Health & Environment
Instructions for Contract Processing

(New Contract OR Amendment used for any type of modification)

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Intergovernmental Entities/Local Health Agencies

I. Contract Document

☐ **Print** – 3 copies of the PDF contract document attached to the email. Double sided printing is encouraged but optional. Single sided copies will be accepted.

☐ **Signatures** – Each of the 3 contract documents must be signed by the signature authority for your organization. Original signatures are required. Please use blue ink if possible.

II. Signature Authority

***Attention Local Health Agencies:** Some agencies have signature authority letters on file with CDPHE. If your agency does not, please read and comply with the following instructions*

If the **individual signing your contract document is NOT listed below** as the signature authority for your entity type, you must provide 1 copy of a **Signature Authority Letter** or other regulatory document (resolution, charter, ordinance, etc) confirming the individual has the authority to enter into contracts on behalf of the organization.

- **Counties** – Board of County Commissioners Chairperson or Executive Director
- **County or District Board of Health** – Board of Health President or Executive Director
- **County or District Board of Social Services** – Board of Social Services Chairperson
- **Cities and Towns** – Mayor
- **Cities and Towns** – City Manager (if city manager structure)
- **School District** – School District Superintendent

III. Submission

☐ **Return** all 3 original signed contract documents and the Signature Authority documentation (if applicable) to the address below.

You may hand deliver your documents, send them by mail, or use a courier or delivery service such as FedEx or UPS. The use of a delivery service allows for overnight shipping if needed and provides tracking and delivery confirmation information. Hand delivery may be made to the CDPHE Mail Room in Building B between the hours of 7:30am – 5:00pm, Monday through Friday. Deliveries outside of those times will not be accepted. You will be provided a receipt for your delivery.

Colorado Department of Public Health & Environment
DCEED-A3-3510
Attn: Amanda Galant
4300 Cherry Creek Drive South
Denver, CO 80246-1530

IV. Fully Executed Contract

You are not authorized to begin work until the contract is fully executed (signed by all parties). You will be notified of the date work can begin under this contract.

APPROVED TASK ORDER CONTRACT – WAIVER #154

This Task Order Contract is issued pursuant to Master Contract made on 01/17/2012, with routing number 13 FAA 00023

STATE:
State of Colorado for the use & benefit of the Department of Public Health and Environment
Disease Control and Environmental Epidemiology
Immunization
4300 Cherry Creek Drive South
Denver, Colorado 80246

CONTRACTOR:
Board of County Commissioners of Gunnison County
(a political subdivision of the state of Colorado)
200 East Virginia Avenue
Gunnison, Colorado 81230-2297
for the use and benefit of the
Gunnison County Department of Health and Human Services
225 North Pine Street, Suite E
Gunnison, Colorado 81230-2333

TASK ORDER MADE DATE:
11/05/2014

CONTRACTOR ENTITY TYPE:
Colorado Political Subdivision

CORE ENCUMBRANCE NUMBER:
FHHA20150000000000134

TERM:
This Task Order shall be effective upon approval by the State Controller, or designee, or on 01/01/2015, whichever is later. The Task Order shall end on 12/31/2015.

BILLING STATEMENTS RECEIVED:
Quarterly

STATUTORY AUTHORITY:
N/A

PRICE STRUCTURE:
Fixed Price

CONTRACT PRICE NOT TO EXCEED:
$16,047

PROCUREMENT METHOD:
Exempt

FEDERAL FUNDING DOLLARS: $ 5,201
STATE FUNDING DOLLARS: $10,846

BID/RFP/LIST PRICE AGREEMENT NUMBER:
Not Applicable

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY 15: $16,047

STATE REPRESENTATIVE:
Teri Lindsey
Department of Public Health and Environment
DCEED
Immunization
4300 Cherry Creek Drive South
Denver, CO 80246

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

SCOPE OF WORK:
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.

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 its attachments if any – e.g., C-1, C-2, etc.)

Exhibit D - Grant Funding Letter

Exhibit E - Option Letter

GENERAL PROVISIONS

The following clauses apply to this Task Order Contract. These general clauses may have been expanded upon or made more specific in some instances in exhibits to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control.

1. This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract including, but not limited to, Exhibit One thereto. The total term of this Task Order Contract, including any renewals or extensions, may not exceed five (5) years. The parties intend and agree that all work shall be performed according to the standards, terms and conditions set forth in the Master Contract.

2. In accordance with section 24-30-202(1), C.R.S., as amended, this Task Order Contract is not valid until it has been approved by the State Controller, or an authorized delegee thereof. The Contractor is not authorized to, and shall not; commence performance under this Task Order Contract until this Task Order Contract has been approved by the State Controller or delegee. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Task Order Contract. If the State Controller approves this Task Order Contract on or before its proposed effective date, then the Contractor shall commence performance under this Task Order Contract on the proposed effective date. If the State Controller approves this Task Order Contract after its proposed effective date, then the Contractor shall only commence performance under this Task Order Contract on that later date. The initial term of this Task Order Contract shall continue through and including the date specified on page one of this Task Order Contract, unless sooner terminated by the parties pursuant to the terms and conditions of this Task Order Contract and/or the Master Contract. Contractor's commencement of performance under this Task Order Contract shall be deemed acceptance of the terms and conditions of this Task Order Contract.

3. The Master Contract and its exhibits and/or attachments are incorporated herein by this reference and made a part hereof as if fully set forth herein. Unless otherwise stated, all exhibits and/or attachments to this Task Order Contract are incorporated herein and made a part of this Task Order Contract. Unless otherwise stated, the terms of this Task Order Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between the Master Contract and this Task Order Contract (including its exhibits and/or attachments), or between this Task Order Contract and its exhibits and/or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the

Special Provisions of the Master Contract; 2) the Master Contract (other than the Special Provisions) and its exhibits and attachments in the order specified in the Master Contract; 3) this Task Order Contract; 4) the Additional Provisions - **Exhibit A**, and its attachments if included, to this Task Order Contract; 5) the Scope/Statement of Work - **Exhibit B**, and its attachments if included, to this Task Order Contract; 6) other exhibits/attachments to this Task Order Contract in their order of appearance.

4. The Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the Statement of Work and Budget, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**" and "**Exhibit C**".

5. The State, with the concurrence of the Contractor, may, among other things, prospectively renew or extend the term of this Task Order Contract, subject to the limitations set forth in the Master Contract, increase or decrease the amount payable under this Task Order Contract, or add to, delete from, and/or modify this Task Order Contract's Statement of Work through a contract amendment. To be effective, the amendment must be signed by the State and the Contractor, and be approved by the State Controller or an authorized delegate thereof. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Task Order Contract on the effective date of such change as if fully set forth herein.

6. The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Task Order Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work - Exhibit B, establishes or creates standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Task Order Contract.

7. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is $100,000 or higher]*

By entering into this Task Order Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Task Order Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Task Order Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Task Order Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Task Order Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and

prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

8. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR:
Board of County Commissioners of Gunnison County
(a political subdivision of the state of Colorado)
for the use and benefit of the
Gunnison County Department of Health and Human Services

Legal Name of Contracting Entity

12/11/2014

Date

Signature of Authorized Officer

Matthew Birnie

Print Name of Authorized Officer

County Manager

Print Title of Authorized Officer

STATE OF COLORADO:
John W. Hickenlooper, GOVERNOR

By_____
For Executive Director

Department of Public Health and Environment

Department Program Approval:

By _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER:
Robert Jaros, CPA, MBA, JD

By_____

Date_____

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ADDITIONAL PROVISIONS
To Task Order Contract Dated 11/05/2014 - CMS Contract Routing Number 15 FHHA 74628

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

1. This Task Order Contract contains federal funds (see Catalog of Federal Domestic Assistance (CFDA) number 93.268).

2. The United States Department of Health and Human Services ("USHHS"), through the Centers for Disease Control and Prevention ("CDC") has awarded federal funds under Award number 1H23IP000719, hereinafter "Award", to perform the following – 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.

   If the underlying Award authorizes the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that Award, then the State shall reimburse the Contractor for any allowable and allocable expenses of the Contractor that have been incurred by the Contractor since the proposed Effective Date of this Task Order Contract. If the underlying Award does not authorize the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that Award, then the State shall only reimburse the Contractor for those allowable and allocable expenses of the Contractor that are incurred by the Contractor on or after the Effective Date of this Task Order Contract, with such effective date being the later of the date specified in this Task Order Contract or the date the Task Order Contract is signed by the State Controller or delegee.

3. To receive compensation under the Contract, the Contractor shall submit a signed quarterly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with this Statement of Work and Budget.

   Submit completed CDPHE Reimbursement Invoice Form to the Immunization Section email box:

   Cdphe.cisinvoice@state.co.us

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

   Unless otherwise provided for in the Contract, "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.

4. Time Limit For Acceptance Of Deliverables.

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

   b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify

the Contractor of the failure or deficiencies, in writing, within **thirty (30)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **thirty (30)** calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within **thirty (30)** calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order Contract or the Master Contract and all Task Order Contracts entered into pursuant to the Master Contract.

5. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination. The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

6. To receive compensation under this Task Order Contract, the Contractor shall submit a quarterly electronic progress report provided by the Colorado Immunization Branch (CIB), using the submission instructions provided to the Contractor by CIB. CDPHE will provide technical assistance in accessing and completing the form. The progress report is due within thirty (30) calendar days of the end of the reporting period. This progress report shall document the Contractor's progress towards completion of the activities in accordance with the Statement of Work.

7. For each billing quarter, the Contractor shall invoice for one (1/4) of the total approved budget amount.

8. The State may increase or decrease funds available under this Contract using a Grant Funding Letter substantially equivalent to **Exhibit D**. The Grant Funding Letter is not valid until it has been approved by the State Controller or designee.

9. The State may require continued performance for a period of **four (4) years** at the same rates and same terms specified in the Contract. If the State exercises the option, it will provide written notice to the Contractor **at least 30 days prior** to the end of the current contract term in a form substantially equivalent to **Exhibit E**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original contract. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed **five (5) years**.

   The State may increase or decrease the services described in **Exhibit B** based upon the rates established in the Contract. If the State exercises the option, it will provide written notice to the Contractor **at least 30 days prior** to the end of the current contract term in a form substantially equivalent to **Exhibit E**. Performance of the services shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original contract.

Statement of Work
To Task Order Contract Dated 11/05/2014 – CMS Contract Routing Number 15 FHHA 74628

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

II. Project Description:

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.

III. 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 (previously the Colorado Immunization Section)
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. HAN: Health Alert Network
10. LPHA: Local public health agency
11. MOU: Memorandum of understanding
12. PHN: Public health nurse
13. RHC: Rural health center
14. 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.
15. SOW: Scope of work
16. VFC: Vaccines for Children

IV. Performance (Work Plan and Requirements):

Goal #1: Reduce vaccine preventable diseases in Colorado by increasing or maintaining immunization coverage.	
Objective #1: No later than the expiration of the contract, local public health agencies 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. 2. The Contractor shall enter/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 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 maintain an immunization contact list and work with their local/regional emergency preparedness staff to forward CDC and state HAN notifications, as appropriate. 8. The Contractor shall maintain a deputization MOU with an FQHC/RHC or serve as an FQHC/RHC.
Expected Results of the Activity(s)	1. Increase or maintain immunization coverage based on most recent county immunization rates.
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 at the following page https://www.colorado.gov/pacific/cdphe/ciis-health-care-provider-users by clicking on *CIIS Implementation documents* under the section titled *Enroll your clinic in CIIS*. The content of this website is incorporated and made part of the SOW 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 the SOW by reference. 4. The Contractor shall comply with *Colorado State Board of Health Rule 6 CCR 1014-7* located at http://www.sos.state.co.us/CCR/Welcome.do This document establishes immunization standards and is incorporated and made part of the SOW 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. The content of this website is incorporated and made part of this SOW by reference and is accessible at www.thecommunityguide.org. 8. The contractor shall utilize MOU deputization 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.	
Measurement of Expected Results	1. Data contained in CIIS	
		Completion Date
Deliverables	1. The Contractor shall submit, annually, a signed VFC Provider Enrollment Agreement to the CIB via email communication 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 provided by CIB. Submission requirements will be provided by CIB via email communication. Progress reports must be reviewed and approved by CIB staff before payment is made. Payment of invoices may be delayed due to late submission of progress reports.	No later than 30 calendar days following the last day of: March, June, September and December, annually.

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by CIB staff. 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. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within 15 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 CIB Director and receive approval for a new due date. The State will oversee the completion/implementation

of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

BUDGET
To Task Order Contract Dated 11/05/2014 - Contract Routing Number 15 FHHA 74628

Immunization Core Service Activities-Gunnison	
Federal Funds (January 1, 2015-December 31, 2015)	$5,201
State funds (January 1, 2015-June 30, 2015)	$5,423
State funds (*Estimated* for July 1, 2015-December 31, 2015)	$5,423
Total State Funds (Estimated)	$10,846
Total Budget Amount:	**$16,047**

GRANT FUNDING CHANGE LETTER

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

TO: Insert Grantee's name

In accordance with Section of the Original Contract routing number , [insert the following language here if previous amendment(s), renewal(s) have been processed] as amended by [include all previous amendment(s), renewal(s) and their routing numbers], [insert the following word here if previous amendment(s), renewal(s) have been processed] between the State of Colorado, Department of Public Health and Environment and Contractor's Name beginning Insert start date <insert start date of original contract> and ending on Insert ending date <insert ending date of current contract amendment>, the undersigned commits the following funds to the Grant:

The amount of grant funds available and specified in Section of <insert contract amendment number and routing number> is ☐ increased or ☐ decreased by $amount of change to a new total funds available of $ <insert new cumulative total> for the following reason: . Section is hereby modified accordingly.

This Grant Funding Change Letter does not constitute an order for services under this Grant.

The effective date of hereof is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Public Health and Environment By: Lisa McGovern, Purchasing & Contracts Unit Director Date: _____	PROGRAM APPROVAL: By: _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

OPTION LETTER

Date:	State Fiscal Year:	Option Letter No.	CMS Routing #

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

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

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

STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Public Health and Environment	PROGRAM APPROVAL:
By: Lisa McGovern, Purchasing & Contracts Unit Director Date: _____	By: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____