AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Task Order Amendment #1; Colorado Department of Pu

Action Requested: County Manager Signature

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

Term Begins: 7/1/2016 **Term Ends:** 6/30/2017 **Grant Contract #:**

Summary:

This is Yr. 2 of grant for Worksite Wellness Tobacco Prevention. No change in SOW with minimal change in award.

Fiscal Impact: $36,061

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, ongoing program.ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/3/2016

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 5/3/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/12/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 5/17/2016

Revised April 2015

DEPARTMENT OR AGENCY NAME
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
FHLA-TOB

DEPARTMENT OR AGENCY NUMBER
FAAA

TASK ORDER AMENDMENT ROUTING NUMBER
17-90089
To Original Task Order Routing Number
16-76453

TASK ORDER AMENDMENT #1

This Task Order Amendment is made this **21st** day of **April**, **2016**, by and between the State of Colorado, acting by and through the **DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**, whose address or principal place of business is **4300 Cherry Creek Drive South, Denver, Colorado 80246**, hereinafter referred to as the "State"; and, **Board of County Commissioners of Gunnison County, (a political subdivision of the state of Colorado)**, whose address or principal place of business is **200 East Virginia Avenue, Gunnison, Colorado 81230-2297**, for the use and benefit of the **Gunnison County Department of Health and Human Services**, whose address or principal place of business is **225 North Pine Street, Suite E, Gunnison, Colorado 81230-2333**, hereinafter referred to as the "Contractor".

FACTUAL RECITALS

The parties entered into a Master Contract dated **January 17, 2012**, with contract routing number **13 FAA 00023.**

Pursuant to the terms and conditions of the Master Contract the parties entered into a Task Order Contract dated **April 13, 2015**, with encumbrance number **CT FAAA FHLA 2016000000000106**, and task order contract routing number **16 FHLA 76453**, hereafter referred to as the **"Original Task Order Contract"**, whereby the Contractor was to provide to the State the following:

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

The State promises to **increase** the amount of funds to be paid to the Contractor by **Thirty Six Thousand Sixty One Dollars**, **($36,061.00)** for the renewal term of **two (2) years,** ending on **June 30, 2018**, in exchange for the promise of the Contractor to perform the **increased** specifications to the work described herein.

NOW THEREFORE, in consideration of their mutual promises to each other, stated below, the parties hereto agree as follows:

1. Consideration for this Task Order Amendment to the Original Task Order Contract consists of the payments and services that shall be made pursuant to this Task Order Amendment, and promises and agreements herein set forth.

2. It is expressly agreed to by the parties that this Task Order Amendment is supplemental to the Original Task Order Contract, contract routing number **16 FHLA 76453**, which is by this reference incorporated herein. All terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Task Order 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 Task Order Amendment is issued pursuant to paragraph **5** of the Original Task Order Contract. This Task Order Amendment is for the **renewal term** of **July 1, 2016**, through and including **June 30, 2018**. The maximum amount payable by the State for the work to be performed by the Contractor during this **renewal term** is **Thirty Six Thousand Sixty One Dollars**, **($36,061.00)** for an amended **total** contract financial obligation of the State of **Seventy Two Thousand One Hundred Twenty Three Dollars, ($72,123.00)**.

This is an **increase** of **Thirty Six Thousand Sixty One Dollars**, **($36,061.00)** of the amount payable from the previous term.

The revised **specifications** to the original **Statement of Work** and revised **Budget,** if any, for this **renewal term** are incorporated herein by this reference and identified as "**Exhibit D**" and "**Exhibit E"**.

B. Changes were required due to renewal.

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 Task Order Amendment is **July 1, 2016**, or upon approval of the State Controller, or an authorized delegate thereof, whichever is later.

5. Except for the General Provisions and Special Provisions of the Original Task Order Contract, in the event of any conflict, inconsistency, variance, or contradiction between the terms and provisions of this Task Order Amendment and any of the terms and provisions of the Original Task Order Contract, the terms and provisions of this Task Order Amendment shall in all respects supersede, govern, and control. The Special Provisions shall always control over other provisions of the Original Task Order Contract or any subsequent Task Order Amendments thereto. The representations in the Special Provisions to the Original Task Order Contract concerning the absence of personal interest of state of Colorado employees 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.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order Amendment on the day first above written.

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

CONTRACTOR:

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

_____
Signature of Authorized Officer

_____
Date

_____
Print Name of Authorized Officer

_____
Print Title of Authorized Officer

STATE:

STATE OF COLORADO
John W. Hickenlooper, Governor

By: _____
For the Executive Director
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

PROGRAM APPROVAL:

By: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

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STATEMENT OF WORK
To Original Contract Routing Number 16 FHLA 76453
Contract Amendment #1 Routing Number 17 FHLA 90089

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

I. Entity Name: Gunnison County Department of Health & Human Services
Term: July 01, 2016 – June 30, 2018

II. Project Description:
This project serves to increase tobacco cessation and reduce initiation of tobacco use by promoting evidence-based programs and policies for young adult straight to work, ages 18-24, populations in the City and County of Gunnsion, Colordao.

III. Definitions:

1. CDC - Centers for Disease Control and Prevention
2. CDPHE – Colorado Department of Public Health and Environment
3. ITTP – Individualized Training and Technical Assistance Plan
4. Quarters:
   Quarter 1: July 1-Sept 30
   Quarter 2: Oct 1- Dec 31
   Quarter 3: Jan 1-March 31
   Quarter 4: April 1- June 30
5. SES – Socio-economic status
6. STEPP – State Tobacco Education and Prevention Partnership
7. TTA – Training and Technical Assistance

IV. Work Plan:

Goal #1:Tobacco prevalence and initiation among young adults straight to work (18-24 years old) will decrease by fifty percent (50%) in Colorado. (STEPP Goal 4)	
Objective #1: No later than expiration date of the Contract, the Contractor shall engage in a tobaccopolicy change process that reduces prevalence and initiation of tobacco and exposure to secondhand smoke.	
Primary Activity #1	The Contractor shallcomplete a community assessment and identify opportunities for a tobacco policy change process.
Sub-Activities #1	1. The Contractor shall develop an assessment plan. 2. The Contractor shall assess the tobacco and secondhand smoke problems particularly areas in which the young adult, straight to work populations are not already protected by smoking bans and smoke-free policies in Gunnsion County. 3. The Contractor shall assess the availability of current, evidence-based cessation resources for the target population in Gunnison County. 3. The Contractor shall research, review and analyze existing tobacco policies to identify strengths and areas for improvement in Gunnison County. 4. The Contractor shall identify two (2) Organizational policies for improvement through a tobacco policy change process. 4. The Contractor shall create decision maker profiles. 5. The Contractor shall meet with key decision-makers to discuss the local burden of tobacco, proven tobacco and environmental policy change strategies and best practices, and the policy

	change process.
Primary Activity #2	The Contractor shallutilize a local taskforce focused on making needed Organizational tobacco policy change.
Sub-Activities #2	1 The Contractor shall involve a taskforce to assist with appropriate activities such as conducting assessments and educating the community about the tobacco burden, benefits of the proposed policy and the change process. 2. The Contractor shall educate task force regarding best practice and evidence-based strategies for tobacco control. 3. The Contractor shall educate task force in the design of the specific Organizational tobacco policy change campaign.
Primary Activity #3	The Contractor shalldevelop and implement a tobacco education and policy promotion campaign.
Sub-Activities #3	1. The Contractor shall conduct a stakeholder analysis 2.The Contractor shall work with key community influencers and the task force to determine policy priorities, key messages, timelines and roles and responsibilities 3. The Contractor shall conduct research to gauge support for, determine barriers to, and inform the development of key talking points and future messaging for the implementation of the proposed tobacco policy change 4. The Contractor shall collaborate with Technical Assistance partners to ensure clarity, impact, and focus of the proposed policy as well as to ensure that policy and cessation plans are consistent with STEPP best practices 5. The Contractor shall create a tobacco education and policy change campaign 6. The Contractor shallcreate burden report that highlights the tobacco related disparities for the straight to work, young adult population presentation for decision-makers/stakeholders 7. The Contractor shall present burden report to community groups and leaders impacted by tobacco policy change 8. The Contractor shall attend community events to provide education about the community's tobacco burden and gather support/supporters for proposed tobacco policy change 9. The Contractor shall promote STEPP approved existing, recommended, young adult-facing cessation resources and new offerings as they become available. 10. The Contractor shall to ensure communication of evidence-based tobacco cessation programs and resources to community groups impacted by tobacco policy change.
Primary Activity #4	The Contractor shalladvocate for environmental tobacco policy changes.
Sub-Activities #4	1. The Contractor shall conduct meetings with key decision makers and taskforce members to assess support for tobacco policy change. 2. The Contractor shall adopt or modify model tobacco policy language that is in alignment with STEPP model policy standards. 3. The Contractor shall identify, schedule, and confirm dates of presentations to council/board. 4. The Contractor shall develop a plan to monitor and assist with implementation.

	5.The Contractor shall provide ongoing education and information key decision makers and taskforce leadership on thepolicy enforcement and implementation concerns. 6. The Contractor shall organize and facilitate a community event to increase awareness and gain support of the tobacco policy change campaign. 7. The Contractor shall present policy proposal to formal decision-making authority.
Primary Activity #5	The Contractor shallsupport the implementation and enforcement of the tobacco policy change campaign.
Sub-Activities #5	1. The Contractor shall promote and support implementation and compliance of the policy 2. The Contractor shall execute the implementation plan 3.The Contractor shall execute an evaluation of the compliance and enforcement of the selected policy 4. The Contractor shall present results of compliance and enforcement evaluation to taskforce members, key stakeholders, decision-makers and the public and determine if adjustments are needed.
Primary Activity #6	The Contractor shall review, update, and implement activities documented in a project Evaluation Plan, at a minimum, annually.
Primary Activity #7	The Contractor shall develop and implement a media plan prior to placement of any media buys.
Primary Activity #8	The Contractor shall participate in a minimum of two (2) STEPP approved trainings or capacity building opportunities each fiscal year.
Primary Activity #9	The Contractor shall update, at a minimum,annually, an individualized training and technical assistance plan (ITTP) in collaboration with the CDPHE approved Technical Assistance provider(s).
Standards and Requirements	1. 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. 2. The evaluation plan shall include: a. the participation of the Contractor in evaluation-related trainings and technical assistance (TTA) as recommended by CDPHE program staff; b. coordination with the external evaluation contractor by providing access to program information and data as needed by CDPHE's evaluation contractor; c. attendance in bi- monthly (every two months) meetings (or as needed) with CDPHE's evaluation contractor to provide program updates and to review evaluation progress, successes and barriers; d. compliance with data reporting requirements established by CDPHE's evaluation contractor. 3. The Contractor shall obtain guidance from the CDPHE Tobacco Communications Specialist at a minimum,fifteen (15) days before the development and implementation of the media plan. The media plan shall be approved by CDPHE before placement of media buys. 4. The Contractor shall use existing, customizable media materials. This information is located on the CDPHE website http://cohealthresources.org/ and is incorporated and made part of this Contract by reference. Should these existing materials not meet Contractor needs, a proposal for the development of additional resources must be submitted by the Contractor, for approval from the CDPHE Tobacco Program Point of Contact and STEPP Communications Specialist. 5. The Contractor shall use the following sources and approaches to assess the tobacco problem as appropriate, all are incorporated and made part of this Contract by reference: a. The Attitudes and Behaviors Survey (TABS) 2012, or most recent, found at

http://www.ucdenver.edu/academics/colleges/PublicHealth/community/CEPEG/TABS/Pages/TABS.aspx
b. Healthy Kids Colorado Survey found at http://www.ucdenver.edu/academics/colleges/PublicHealth/community/CEPEG/UnifYouth/Pages/HealthyKidsSurvey.aspx
c. Counter Tools and Synar Compliance Data found at http://audit.countertobacco.org/ and http://www.mapsportal.org/unc/tobaccomap/cotob/
d. FDA Store Audits found at http://www.fda.gov/TobaccoProducts/GuidanceComplianceRegulatoryInformation/ucm232109.htm
e. Focus Groups studies
f. Observational studies, including PhotoVoice
g.Key Informant interviews

6. The Contractor shall participate in at a minimum, one (1) consultation meeting with the CDPHE approved Technical Assistance Provider, as appropriate, to update an individualized training and technical assistance plan, annually, for each required A35 strategy in the work plan.

7. The Contractor shall engage a community taskforce or groupthat is made up ofstrategic community leaders and those impacted by the proposed environmental tobacco change process, which may include youth leaders, and power brokers from the community.

8. The Contractor shall ensure that the environmental tobacco change campaign will include community members, decision-maker and a media outreach and education component to support the proposed environmental tobacco change.

9. The Contractor shall ensure that promotion of implementation and enforcement at a minimum includes letters of thanks to decision makers and media for the passage of the policy and implementation plans to the community.

10. The Contractor shall comply with and ensure that all work, including the work performed by subcontractors, follows the requirements in the A35 Tobacco Goals Required and Optional Strategies for Community and Cessation Initiatives. This document is incorporated and made part of this contract by reference and is available on the following website: https://www.https://www.colorado.gov/pacific/sites/default/files/PW_A35_Tobacco-2016-2018-strategies_Apr2016.pdf

11. The Contractor shall ensure that all work follows best practices using the following as required resources: CDC's Best Practices for Comprehensive Tobacco Control Programs—2014, US Public Health Service Clinical Practice Guideline: *Treating Tobacco Use and Dependence - 2008 Update*. All work must align with thePatient Protection and Affordable Care Act (ACA), and The Health Information Technology for Economic and Clinical Health Act (HITECH). These documents are incorporated and made part of this Contract by reference and are available on the following websites:

http://www.cdc.gov/tobacco/stateandcommunity/best_practices/pdfs/2014/comprehensive.pdf

http://www.ncbi.nlm.nih.gov/books/NBK63952/

12. The Contractor shall prioritize work to promote tobacco change policies with health care systems, social service settings, municipal settings, and other applicable programs serving low-SES and other priority populations.

13. The Contractor shall immediately inform STEPP of any tobacco control municipal ordinance and/or organizational policy issues that are aligned with the A35 Tobacco Goals Required and Optional Strategies for Community and Cessation Initiatives which arise in the Contractor's county and are not already covered under deliverables in this Statement of Work.

	The Contractor shall collaborate with STEPP in determining a local strategy approach in order to promote environmental change processes to reduce tobacco initiation, use and exposure to secondhand smoke among the Local Community's most tobacco- burdened populations. 14. The Contractor will be provided metrics, measures and a reporting tool through CDPHE's evaluation contractor. These data will be aggregated as part of the macro-evaluation of the grants program. 15. If the Evaluation Plan is updated, the Contractor shall inform the STEPP Tobacco Program Point of Contact within fifteen (15) days.	
Expected Results of Activity(s)	A strengthened, expanded or newly develop local policy leading to the reduction in prevalence and incident of tobacco use among young adults (18-24).	
Measurement of Expected Results	Demonstrate the progress of primary activities as outlined in the work plan.	
		Completion Date
Deliverables	1.The Contractor shall submit progress reports to the STEPP Tobacco Program Generalist via mechanism provided by CDPHE, prior to the report deadline.	No later than October 15, January 15, April 15 and July 15 of each fiscal year.

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the STEPP Tobacco Program Generalist. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include 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 ten (**10)**calendar days of discovery of a compliance issue. Within thirty (**30)**calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the contract monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM
Contract Routing # 17 FHLA 90089

Contractor Name	Gunnison County
Budget Period	July 1, 2016 - June 30, 2017
Project Name	Gunnison County Tobacco Education and Prevention Program

Program Contact Name, Title, Phone and Email	Emily Mirza, Coordinator, 970-641-7663, emirza@gunnsioncounty.org
Fiscal Contact Name, Title, Phone and Email	Jody Wise, Accountant, 970-641-7679, jwise@gunnisoncounty.org

Expenditure Categories

Personal Services
Salaried Employees

Position Title/Employee Name	Description of Work	Budget Item Supports SOW (Yes/No)	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00

Personal Services
Hourly Employees

Position Title/Employee Name	Description of Work	Budget Item Supports SOW (Yes/No)	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Coordinator	Coordinates the project, manages the grant, works with worksites to implement tobacco free policies, recruits or maintains a task force 18hrs./wk.	Yes	$18.93	$6.87	936	$24,148.80
Health Educator	Community liaison to the target population, collects primary data 1hrs./wk.	Yes	$24.81	$6.49	52	$1,627.60
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					Total Personal Services (including fringe benefits)	**$25,776.40**

Supplies & Operating Expenses

Item	Description of Item	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested from CDPHE

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Meeting Meals	Refreshments for meetings to develop the collaboration/task force/advisory group with worksite decision makers @ 8 participants x 3 meetings x $10 per participant	Yes	$10.00	24	$240.00
Office Supplies	General Office supplies, printer cartridge $150, 1 rem of paper @ $50	Yes	$200.00	1	$200.00
Printing/Copying	1000 photocopies for meeting handouts and program promotion at 0.08 per copy	Yes	$0.08	1000	$80.00
Postage	Postage at 0.49 per stamp, 40 stamps	Yes	$0.49	40	$19.60
IT/Computer Services	Computer provision, internet/server access, software, and technical support, 50% of desktop rental cost of $2,250	Yes	$1,125.00	1	$1,125.00
Advertising/Social media	Reach the target population and promote cessation services though social media advertising (Facebook) 14 weeks @ $35	Yes	$35.00	14	$490.00
				Total Supplies & Operating Expenses	**$2,154.60**
Travel					
Item	**Description of Item**	**Budget Item Supports SOW (Yes/No)**	**Rate**	**Quantity**	**Total Amount Requested from CDPHE**
Mileage	Coordinator will attend two mandatory trainings in Denver. Round trip is approximately 400 miles x 2 trips = 800 miles @ $.54 mile. Regional meetings in Delta x 2 = 285 @ $.54 mile.	Yes	$0.54	1085	$585.90
Lodging	3 nights in a hotel @ $172 =$516	Yes	$172.00	3	$516.00
Meals	Meals @ $36 per day x 4= $144	Yes	$36.00	4	$144.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Total Travel	**$1,245.90**
Contractual					
Subcontractor Name	**Description of Item**	**Budget Item Supports SOW (Yes/No)**	**Rate**	**Quantity**	**Total Amount Requested from CDPHE**

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Work plan assistance and guidance though monthly check-in calls or as needed; Uniform work plan coordination - standardized assessments and evaluation; Ensure mutual direction of reintegrating policy language; Coordination of regional conference calls once a quarter; Attend in person meetings in the region and report to the WCPHP at least twice per year at the regularly scheduled meetings.	Gunnison County Public Health, a member of the West Central Public Health Partnership (WCPHP), will contract with the subcontractor to build the Health Links model in a coordinated regional effort as it pertains to tobacco policies for worksites. This regional effort is expected to help build capacity and competency at the local level to advance tobacco control activities. The amount was calculated at 10% of the total contract amount to cover subcontractor's time and communication expenses.	Yes	$3,606.00	$1	$3,606.00
					$0.00

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					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Total Contractual	**$3,606.00**
				SUB-TOTAL BEFORE INDIRECT	**$32,782.90**

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Indirect		
Item	**Description of Item**	**Total Amount Requested from CDPHE**
Negotiated Indirect cost rate (Federal, State, or CDPHE)	Gunnison County has negotiated a rate for CY2016 of 63.21% of TDC. Gunnison County is electing to use 10% of Total Direct Costs for this grant. This action conforms the current PSD policy on Indirect approved by PSD's Compliance Unit.	$3,278.00
Indirect rate (other):		
Indirect (modified or additional base)		
	Total Indirect	**$3,278.00**
	TOTAL	**$36,061.00**