AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approved Task Order Contract – Wavier #154; Colora

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC & CO Dept Public Health & Environ.

Term Begins: 7/1/17 **Term Ends:** 6/30/2017 **Grant Contract #:**

Summary:

Annual contract for Emergency Preparedness and Response work. This is Year I of 5 year grant cycle.

Fiscal Impact: $22,983

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

Finance Review: (●) Required ( ) Not Required

Comments:
Included in 2017 budget, no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/26/2017

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

Comments:
ok db 5/31/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 5/31/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/31/2017

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

Agenda Date: 6/6/2017

Revised April 2015

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CMS ROUTING NO. 18 FHJA 97170

APPROVED TASK ORDER CONTRACT – WAIVER #154

This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 18 FAA 000023

STATE:
State of Colorado for the use & benefit of the
Department of Public Health and Environment
Office of Emergency Preparedness and Response
4300 Cherry Creek Drive South
Denver, Colorado 80246

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
Gunnison County Department of Health and Human Services
225 North Pine Street, Suite E Gunnison, Colorado 81230-2333

CONTRACTOR DUNS: 133115220

CONTRACTOR ENTITY TYPE:
Political Subdivision

CONTRACT MADE DATE: 3/20/2017

CORE ENCUMBRANCE NUMBER:
CT FAAA 201700003367

BILLING STATEMENTS RECEIVED:
Monthly

TERM:
This contract shall be effective upon approval by the State Controller, or designee, or on 07/01/2017 whichever is later. The contract shall end on 6/30/2018.

STATUTORY AUTHORITY: Not Applicable

CLASSIFICATION: Subrecipient

CONTRACT PRICE NOT TO EXCEED: $22,983.00

FEDERAL FUNDING DOLLARS: $22,983.00

STATE FUNDING DOLLARS: $0.00

OTHER FUNDING DOLLARS: $0.00

Specify "Other": $0.00

PROCUREMENT METHOD:
Exempt

BID/RFP/LIST PRICE AGREEMENT NUMBER:
N/A

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY18: $22,983.00

LAW SPECIFIED VENDOR STATUTE:
N/A

PRICE STRUCTURE: Cost Reimbursement

STATE REPRESENTATIVE:
Lyle Moore
Office of Emergency Preparedness and Response
4300 Cherry Creek Drive South
Denver, Colorado 80246

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

PROJECT DESCRIPTION:
The Public Health Emergency Preparedness Program (PHEP) supports public health departments across the nation to upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events.

EXHIBITS:

The following exhibits are hereby incorporated:

Exhibit A -	Additional Provisions (and any of its Attachments; e.g., A-1, A-2, etc.)
Exhibit B -	Statement of Work (and any of its Attachments; e.g., B-1, B-2, etc.)
Exhibit C -	Budget (and any of its Attachments; e.g., C-1, C-2, etc.)
Exhibit D-	Grant Funding Change Letter (and any of its Attachments; e.g., C-1, C-2, etc.)
Exhibit E -	Option Letter (and any of its Attachments; 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) 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

Print Name of Authorized Officer

Signature of Authorized Officer

Date

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: _____

Insert Name & Title of Program Signer

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 Contract Dated 03/20/2017 - CMS Contract Routing Number 18 FHJA 97170

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

1. This Contract contains federal funds (see Catalog of Federal Domestic Assistance (CFDA) number 93.074).

2. The United States Department of Health and Human Services ("HHS"), through the Center for Disease Control ("CDC") has awarded as of 06/23/2017 anticipated federal funds of $10,094,811.00 under Notice of Cooperative Agreement Award, hereinafter "NCAA", number **NU90TP000510-05-00**, to perform the following– Public Health and Emergency Preparedness for the State of Colorado.

   If the underlying Notice of Cooperative Agreement Award "NCAA" authorizes the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that NCAA, 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 Contract. If the underlying NCAA does not authorize the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that NCAA, 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 Contract, with such Effective Date being the later of the date specified in this Contract or the date the Contract is signed by the State Controller or delegee.

3. To receive compensation under the Contract, the Contractor shall submit a signed Monthly Invoice Form. This form is titled CDPHE STANDARD Reimbursement Invoice Form and is accessible from the CDPHE internet website https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links the form is incorporated and made part of this Contract by reference. The Invoice Form 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 the Statement of Work and Budget. The Contractor shall submit the invoice using the method listed below.

   Scan the completed and signed Invoice Form and supporting documentation into an electronic document. Email the Invoice form and supporting documentation to: OEPR Fiscal Staff, cdphe_eprfiscal@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.

4. Time Limit for Acceptance of Deliverables.

   Evaluation Period. The State shall have **forty-five (45)** 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.

   Notice of Defect. If the State believes in good faith that a deliverable fail 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.

   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. This award does not include funds for Research and Development.

7. Other than for normal and recognized executive-legislative relationships, no funds may be used for:

Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body

8. Contracting Provisions

The Contractor shall ensure that all service related expenses are completed and all goods related expenses are received on or before **the expiration of the contract**.

The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the activities under this contractual agreement for six years. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a reimbursement was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records. Contactor's auditor shall perform audits in accordance with the requirements of the OMB Circulars A-87 (Cost Principles for State, Local, and Tribal Governments), A-122 (Cost Principles for Non-Profit Organizations) and A-133 (Audits of States, Local Governments, and Non-Profit Organizations), as applicable.

The Contractor must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

9. Fiscal Provisions

Supplantation:

Cooperative agreement funds cannot supplant any current state or local expenditures. Supplantation refers to the replacement of non-federal funds with federal funds intended to support the same activities. The Public Health Service Act, Title I, Section 319 (c) specifically States: "SUPPLEMENT NOT SUPPLANT. Funds appropriated under this section shall be used to supplement other federal, state, and local public funds provided for activities under this section."

Contractor shall ensure that reimbursement requests are not duplicated under any other Public Health Emergency Preparedness funding or utilized to supplant non-related activities or programs. Contractor shall ensure appropriate distribution of costs in direct relation to the activities performed.

Unallowable Costs:

1. Payment or reimbursement of backfilling costs for staff.
2. Construction or major renovations.
3. Salary of an individual at a rate in excess of Executive Level II or $187, 000 per year.

4. The purchase of clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts.
5. The purchase or support (feed) for animals for labs, including mice.
6. The purchase a house or other living quarters for those under quarantine.
7. The purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.
8. Funds shall not be used for clinical care.
9. Funds shall not be used for entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs.
10. Recipients shall not use funds for fund raising activities and lobbying.

2 CFR 200 Code of Federal Regulations
The contractor shall follow the regulations and guidance put forth by the Federal Government as described in the "Super Circular". This information is available on the following website https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and is incorporated and made part of this contract by reference.

10. Budget Line Definitions
The Contractor has the ability, with written approval from OEPR fiscal staff, to move 10 % of funds from budget category to budget category not to exceed the total dollar amount of the contract.

The Contractor shall request approval from their Contract and Fiscal Monitor for expenditures of $5,000.00 or more before purchasing. This requirement does not include personnel expenses.

Personnel: The Contractor shall dedicate the necessary funds to support salary and fringe for any staff member devoting time and effort towards the accomplishment of any activities identified under this Scope of Work.

Equipment: The Contractor shall purchase equipment, as well as maintain the working order of any existing equipment, required to meet any activity identified under this Scope of Work such as personal and portable computers, communication radios, cellular telephones, facsimile machines, laboratory equipment, training equipment, public information kits, etc.

Travel: The Contractor shall support travel related costs to ensure accomplishment of activities identified under this Scope of Work such as regional planning meetings, local partner planning meetings, attendance at training sessions, conferences, and agency representation at the Emergency Preparedness and Response conference calls.

Operating and Supplies: The Contractor shall support operating and supply costs directly associated with any activities identified under this Scope of Work such as high-speed Internet connections, notification systems, telephone and communication systems, office supplies, copying, printing, postage, room rental, software purchase and upgrades, etc.

Indirect: A Contractor's allowable indirect rate is the current Negotiated Indirect Rate Agreement on file with Colorado Department of Public Health and Environment Internal Auditor's office. In the event there is no such agreement on file, the allowable indirect rate shall default to 10% of Direct Salaries & Wages, Including Fringe Benefits. If there was a negotiated indirect rate in the past, but it has expired, the contractor is not allowed to claim the 10% default rate. The contractor cannot claim any indirect rate until they have negotiated a new rate with CDPHE internal Auditor's office as per the OMB super circular. If a new or revised Negotiated Indirect Rate Agreement is filed with the CDPHE Internal Auditor's office during the current term of this Agreement, the new indirect rate may be used for the remainder of the current performance period and will *not* be retroactive to the effective date of the Agreement.

11. Deployment of HPP- and PHEP-funded equipment, supplies and personnel via the Emergency Management Assistance Compact (EMAC) for the purpose of mutual aid and assistance between states during a governor declared State of emergency or disaster is permitted, but is subject to 101 the Federal provisions of 45 CFR 75. However, affected States must notify their CDC Grants Management Specialist within a 24-

hour period of the personnel, services and/or equipment being loaned out for the emergency. Awardees should follow their state legislation which governs how they will operate during an emergency or when another state requests assistance via EMAC. Awardees may reference the EMAC website for detailed information via www.emacweb.org . Additional guidance can be found in the 2017-2022 HPP-PHEP Supplemental Guidelines.

12. The State, at its discretion, may unilaterally increase or decrease the total funds available under this Grant, the funds available under the Grant during any State Fiscal Year or the funds available for any specific line items described in this Grant. In order to exercise this right, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit D**. The exercise of this right shall not be valid until it has been approved by the contractor.

13. The State**,** at its discretion, shall have the option to extend the term under this Contract beyond the Initial Term for a period or for successive periods, of 1 year at the same rates and under the same terms specified in the Contract. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit E**. If exercised, the provisions of the Option Letter shall become part of and be incorporated in the original contract. The total duration of this contract shall not exceed 5 years.

14. The contractor shall provide written notification to CDPHE OEPR PHEP Program Manager and OEPR Grants Branch Manager of emergency preparedness and response regional staff (including regional generalists and regional epidemiologists) position vacancies. This notification should include:

    A. name of the regional staff person leaving the position;
    B. the date the vacancy will occur;
    C. the estimated date when the vacancy will be filled and;
    D. Name of replacement once filled.

    CDPHE will assist hosting agencies by providing resources and training if needed and requested to new regional staff.

STATEMENT OF WORK
To Contract Dated 3/20/2017- CMS Contract Routing Number 18 FHJA 97170

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

I. **Project Description:**

This project serves to improve medical and public health care preparedness, response, and recovery capabilities at the federal, state and local level and due to recent public health threats of potentially catastrophic proportion underscore the importance of effective planning and response capabilities that can be applied to all hazards. As new threats, including novel infectious diseases, emerge, ASPR and CDC programs must ensure that both medical and public health systems are not only integral parts of emergency response activities but also part of emergency preparedness planning with all relevant partners. Increased cooperation among responders, including state and local public health officials, emergency medical services (EMS), healthcare coalitions (HCCs), and private health care organizations, ensure the nation is better prepared to respond to all hazards. Governmental public health departments and the mostly private sector health care delivery systems are now recognized as essential partners in emergency response, increasing their ability to identify and mitigate potential threats to the public's health.

During the 2017-2022 project period, the aligned HPP-PHEP cooperative agreement provides technical assistance and resources to support state, local, and territorial public health departments, along with HCCs and health care organizations, to show measurable and sustainable progress toward achieving the preparedness and response capabilities that promote prepared and resilient communities. Although each program focuses on readiness for two discrete sectors, the public health enterprise for PHEP and the mostly private health care and medical systems for HPP, alignment offers opportunities for these sectors to coordinate and collaborate. This facilitates improved community preparedness and response nationwide, reduces awardee and sub-awardee burden, and increases federal efficiency.

I. **Definitions:**

AAR: After Action Report
ASPR: Office of the Assistant Secretary for Preparedness and Response within the United States Department of Health and Human Services
BP1: Budget Period One within the five-year PHEP/HPP Cooperative Agreement
CDC: Centers for Disease Control and Prevention
CDPHE-OEPR: Colorado Department of Public Health and Environment, Office of Emergency Preparedness and Response
CMS: Centers for Medicaid & Medicare Services
COOP: Continuity of Operations
CO-SHARE: Colorado State Health and Readiness Exchange
CO.TRAIN: Colorado Training Finder Real-Time Affiliate Integrated Network
CVM: Colorado Volunteer Mobilizer
DOC: Department Operation Center (CDPHE)
EPR: Emergency Preparedness and Response
ERHMS: Emergency Responder Health Monitoring and Surveillance
ESF: Emergency Support Function
FSE: Full Scale Exercise
HAN: Health Alert Network
HCC: Healthcare Coalition
HPP: Hospital Preparedness Program
IMS: Inventory Management System
IP: Improvement Plan
LPHA: Local Public Health Agency

LTP: Local Transfer Point
MCM: Medical Countermeasure
MCM-ORR: Medical Countermeasure Operational Readiness Review
PHEP: Public Health Emergency Preparedness Grant
RSS: Receive, Store, Stage (State warehouse for SNS distribution)
RTP: Regional Transfer Point
SNS: Strategic National Stockpile
TEPW: Training and Exercise Planning Workshop

II. **Work Plan:**

Goal #1: Increase capacity for preparedness, response and recovery in Gunnison County, CO.	
Objective #1: No later than the expiration date of the Contract, provide public health preparedness, response and recovery activities in Gunnison County through planning, training, exercises and real events.	
Primary Activity #1	**PLANNING**: Participate in Emergency Preparedness and Response planning and planning coordination.
Sub-Activities #1	1. The Contractor shall participate in an agency After Action Planning Meeting for the 2017 Full Scale Exercise. 2. The Contractor shall develop an agency After Action Report/Improvement Plan for the June 2017 Full Scale exercise utilizing the form provided by OEPR. 3. The Contractor shall maintain an internal contact list in CO-SHARE. 4. The Contractor shall complete a Hazard Vulnerability Assessment utilizing a link provided by CDPHE-OEPR. 5. The Contractor shall assess their local MCM planning and operational preparedness levels by completing the CDC BP1 MCM-ORR self-assessment tool. 6. The Contractor shall assess their local MCM Responder Safety & Health Capability utilizing the ERHMS responder safety and health baseline assessment tool. 7. The Contractor shall identify or develop a local resource request process integrated with their local emergency management agency. 8. The Contractor shall work with Healthcare Coalition to develop a Preparedness Plan. 9. The Contractor shall perform an assessment, gap analysis, and corrective planning timeline for the Community Recovery Capability.
Primary Activity #2	**TRAINING**: Participate in Emergency Preparedness Training and Training Activities
Sub-Activities #2	1. The Contractor shall participate in Medical Surge Training. 2. The Contractor shall participate in a Regional Training and Exercise Planning Workshop. 3. The Contractor shall attend one Colorado Volunteer Mobilizer Administrator Training session (unless previously attended on January 26, 2017 or April 20, 2017). 4. The Contractor shall participate in a minimum of one training based on gaps identified in AAR/IP from the FSE from June 2017.

Primary Activity #3	**EXERCISING / DRILLS**: Participate in Emergency Preparedness and Response exercises and drills.
Sub-Activities #3	1. The Contractor shall participate in four (4) quarterly drills initiated by CDPHE in the Colorado Notification System. 2. The contractor shall participate in an HCC-based exercise focused on Medical Surge and the ESF#8 roles at the 2017 OEPR Fall Meeting. 3. The Contractor shall initiate a minimum of two (2) HAN drills to local/regional partners including OEPR. 4. The Contractor shall participate in a COOP drill that tests remote access to communication systems and continuity of operations functions. 5. The Contractor shall initiate at least one (1) local volunteer notification drill using the CVM or equivalent system. 6. The Contractor shall participate in two (2) tactical communications drills initiated by CDPHE focusing on **CDPHE DOC to Local DOC** and **RSS to RTP/LTP** communication via 800MHz radio and cell phone equipment. 7. The Contractor shall participate in two (2) SNS Inventory Management System resource request drills.
Primary Activity #4	**ADDITIONAL ACTIVITIES**: Coordinate collaborative activities with local, regional and state emergency preparedness and response staff.
Sub-Activities #4	1. The Contractor shall attend the 2017 OEPR Fall Meeting. 2. The Contractor shall act as a liaison between CDPHE and EPR Regional Staff to local community preparedness associates. 3. The Contractor shall attend, lead or participate in local and/or regional jurisdiction Healthcare Coalition meetings. 4. The Contractor or designated staff shall attend quarterly Colorado Healthcare Coalition Council meetings as requested by the council. 5. The Contractor shall use CDPHE-provided evaluation tools to collect CDPHE and federally specified data, including surveys, upon request. 6. The Contractor shall coordinate and participate in site visits as requested by CDPHE and EPR Regional Staff. 7. The Contractor shall participate in workshops, conferences, mandatory meetings, and communication drills as requested by CDPHE. 8. The Contractor shall participate in work groups as requested by CDPHE.

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 Contractor shall ensure that appropriate Regional Emergency Preparedness and Response Staff time and resources are allocated to support all identified activities for all local agencies within their region. 3. The Contractor shall seek planning, training, exercise and other emergency preparedness and response technical assistance from EPR Regional Staff and CDPHE-OEPR as needed. 4. Regular, ongoing participation in local/ regional Healthcare Coalitions is required for all local public health agencies. 5. After Action Reports and Improvement Plans for exercises and real world events shall be submitted to the appropriate CO-Share folder as applicable. 6. The Contractor shall enter all trainings and exercises coordinated or conducted by Public Health Emergency Preparedness Staff into the EPR Training Report in CO-SHARE. 7. All hosted trainings and exercises should be posted to the appropriate CO-Share Training and Exercise calendars. 8. All hosted trainings should be posted to CO.TRAIN. 9. The Full Scale Exercise After Action Meeting shall be conducted on a local level. After Action Planning Meeting shall address strengths and weakness identified during the 2017 Full Scale Exercise and identify improvement items to address gaps. 10. The Full Scale Exercise After Action Report/Improvement Plan shall include an analysis of strengths and areas of improvement of exercise capabilities and objectives and an Improvement Plan for addressing identified areas of improvement. AAR/IP shall also include community mental health center strengths and weakness and improvement plan. A template for the Full Scale Exercise After Action Report and Improvement Plan will be provided by CDPHE-OEPR. 11. Contact information are required in the case of an emergency or event in which CDPHE or another agency requires immediate contact with the local agency. Information shall include at minimum a primary and secondary contact name, position, role at agency, email address, office phone, and mobile phone. 12. The Contractor shall utilize the Hazard Vulnerability Assessment tool utilizing a link to be provided by CDPHE-OEPR. Completion of a THIRA will not replace the HVA requirement, as THIRA is aimed at state and local emergency management agencies, not public health and medical. 13. CDPHE-OEPR shall provide the MCM-ORR self-assessment tool by July 1, 2017. Contractors will not be required to submit supporting documentation with this initial assessment. 14. CDPHE-OEPR shall provide the ERHMS Responder Safety and Health Baseline Assessment tool developed by National Institute of Safety and Health) and the National Response Team as part of the ERHMS System. 15. Resource request process shall identify how the local public health agency identifies insufficient resources, to whom the requests are submitted, and the process by which requests are approved. 16. The Preparedness Plan shall identify HCC members, resources and capabilities. 17. The Preparedness Plan shall incorporate associated members' priorities based upon perceived risk, emergencies occurring in the region, available funds, applicable laws and regulations, supporting personnel, HCC member facilities and time constraints. 18. CDC/ ASPR mandate 100% of HCCs have a draft Preparedness Plan by April 1, 2018, and a final plan by end of BP1. 19. The Preparedness plan must be approved by all HCC core members, incorporate all

member input, and be distributed to all HCC members. The plan must:

a. Incorporate the HCC's and members' priorities for planning and coordination based on regional needs and gaps.
b. Leverage HCC members' existing facility preparedness plans as required by the CMS Emergency Preparedness Rule.
c. Be developed by HCC leadership with input from HCC members and other stakeholders.
d. Outline strategic and operational objectives for the HCC as a whole and each HCC member.
e. Include short-term (within the year) and long-term (3-5 year) objectives.
f. Include recurring objective to develop and review HCC response plan.
g. Inform training, exercise, and resource and supply management activities.
h. Include a checklist of each HCC members' proposed activities, methods s for members to report progress to the HCC, and processes to promote accountability and completion.

20. The Contractor shall utilize the Community Recovery Capability Assessment Tool provided by CDPHE-OEPR by October 1, 2017. Community Recovery Capability Assessment Tool will inform the gap analysis and corrective planning timeline of the PHEP Capability Two - Community Recovery.
21. Medical Surge Training will be administered on-line, in-person or via webinar.
22. The Regional Training and Exercise Planning Workshop, as well as subsequent report, shall address capability gaps identified in recent exercises (including 2017 Full Scale) and events, a training and exercise strategy for addressing those gaps, and a training and exercise calendar.
23. Training and Exercise Plan shall be for entire grant period, from 2018-2022, to be updated at least annually.
24. Colorado Volunteer Mobilizer Administrator training will be offered quarterly by CDPHE-OEPR. Certificates can be obtained from CO.TRAIN.
25. A minimum of one (1) regional staff and one (1) EPR Coordinator per agency must respond to the quarterly redundant communication drills conducted by OEPR. Participation is verified by the Colorado Notification System response reports. One Colorado Notification System drill will be a "No-Notice" drills.
26. The agency shall ensure that they have a notification system capable of initiating notification of response partners. This may be the Colorado Notification System, or another system.
27. Materials for the Medical Surge exercise will be provided by CDPHE- OEPR.
28. HAN drill Report shall include the number of contacts attempted and the number of verified successful messages. HAN drills must include OEPR by fax 303-619-7811, Attn: HAN Coordinator CDPHE_EPR_SIT@state.co.us.
29. The COOP drill shall test remote access to email and file sharing. Report shall include functions tested and results of drill.
30. The COOP drill shall be developed and coordinated by the designated Regional Staff.
31. Colorado Volunteer Mobilizer Drill Reports shall indicate date of drill, description of volunteer pool, and a summary of responding entities.
32. All tactical communications drills initiated by CDPHE will be documented by CDPHE.
33. SNS Inventory Management System resource request drills will be initiated by CDPHE and documented by the OEPR IMS Coordinator.
34. Contractor agency shall be represented by the Director and/or EPR Coordinator at the 2017 OEPR Fall Meeting. Attendance by EPR Regional Staff alone will not suffice. Attendance at the 2017 OEPR Fall Meeting will be verified with the meeting sign-in sheets.

Expected Results of Activity(s)	1. Colorado public health agencies will have increased capacity to respond to public health emergencies and related events to which a public health response is necessitated.	
Measurement of Expected Results	1. Measures of Public Health Emergency Operations Plans effectiveness and validity will be evaluated per the performance measures for PHEP and HPP capabilities – resources to reference include: a. PHEP Performance Measures Specifications and Implementation Guidance b. Hospital Preparedness Program Performance Measure Manual. c. Strategic National Stockpile- Medical Countermeasure Operational Readiness Review Guidance. 2. Exercises and real world events will be evaluated through After Action Reports and Improvement Plans to determine plan or system response readiness.	
		Completion Date
Deliverables	1. The Contractor shall upload the 2017 FSE After Action meeting sign-in sheet to the appropriate CO-SHARE folder and indicate the date on their Grant Reporting Spreadsheet.	No later than July 31, 2017
	2. The Contractor shall complete After Action Report/Improvement Plan form for the June 2017 Full-Scale exercise and indicate completion on their Grant Reporting Spreadsheet.	No later than August 31, 2017
	3. Contractor shall submit required internal contact information onto an electronic form provided by OEPR and indicate completion on their Grant Reporting Spreadsheet.	No later than August 31, 2017
	4. The Contractor shall indicate in their Grant Reporting Spreadsheet the name(s) of staff that participated in the quarterly redundant communication drills conducted by OEPR.	No later than September 30, 2017, December 31, 2017, March 31, 2018, June 15, 2018
	5. The Contractor shall indicate the name(s) of staff that participated and the date of Medical Surge Training attendance in their Grant Reporting spreadsheet.	No later than September 30, 2017
	6. The Contractor shall pre-register in CO.TRAIN for the 2017 OEPR Fall meeting, sign in at the registration table at the Fall Meeting, and indicate the names of agency attendees on their Grant Reporting Spreadsheet.	No later than October 31, 2017
	7. The Contractor shall sign the Medical Surge exercise attendance sheet during the 2017 Fall OEPR Meeting and indicate completion on their Grant Reporting Spreadsheet.	No later than October 31, 2017
	8. The Contractor shall indicate the date of completion of the Hazard Vulnerability Assessment on their Grant Reporting Spreadsheet.	No later than December 31, 2017
	9. The Contractor shall upload the completed CDC BP1 MCM ORR self -assessment tool to the appropriate CO-SHARE folder and indicate completion on their Grant Reporting Spreadsheet.	No later than December 31, 2017
	10. Contractor shall upload the completed ERHMS Responder Safety and Health Baseline Assessment tool to CO-SHARE and indicate completion on their Grant Reporting Spreadsheet.	No later than December 31, 2017
	11. The contractor shall upload the HAN drill report to the appropriate CO-SHARE folder and indicate completion on their Grant Reporting Spreadsheet	No later than December 31, 2017, June 15, 2018
	12. The Contractor shall upload the Resource Request plan or a detailed description of the process to the appropriate CO-	No later than January 31, 2018

	SHARE folder and indicate completion on their Grant Reporting Spreadsheet .	
	13. The Contractor shall upload the Preparedness Plan to the appropriate CO-SHARE folder and indicate completion on their Grant Reporting Spreadsheet.	No later than March 31, 2018
	14. The Contractor shall upload a COOP drill report to the appropriate CO-SHARE Folder and indicate the date of completion on their Grant Reporting Spreadsheet.	No later than March 31, 2018
	15. The Contractor shall upload the sign-in sheet and agenda for their Regional Training and Exercise Planning Workshop to the appropriate CO-SHARE folder and indicate completion on their Grant Reporting Spreadsheet.	No later than April 30, 2018
	16. The Contractor shall download Colorado Volunteer Mobilizer Administrator training certificate from CO.TRAIN, upload to the appropriate CO-SHARE folder and indicate completion on their Grant Reporting Spreadsheet.	No later than May 31, 2018
	17. Contractor shall upload the Contractor initiated Colorado Volunteer Mobilizer drill report into the appropriate CO-SHARE folder, and indicate completion on their Grant Reporting Spreadsheet.	No later than May 31, 2018
	18. The Contractor shall upload Healthcare Coalition meeting minutes with attendance list to the appropriate CO-SHARE folder and indicate dates of meetings with a summary of participation in their Grant Reporting Spreadsheet.	Within 30 days of meeting and no later than June 15, 2018.
	19. The Contractor shall upload the completed Community Recovery assessment tool, gap analysis, and corrective timeline to the appropriate CO-SHARE folder and indicate completion on their Grant Reporting Spreadsheet.	No later than June 15, 2018
	20. The Contractor shall indicate the name and date of training based on the Full Scale Exercise AAR/IP on their Grant Reporting Spreadsheet.	No later than June 15, 2018
	21. The Contractor shall indicate in their Grant Reporting Spreadsheet the dates of participation in two (2) CDPHE DOC to LPHA DOC or RSS to RTP/LTP tactical communication drills.	No later than June 15, 2018
	22. The Contractor shall indicate in their Grant Reporting Spreadsheet the dates of participation in two (2) SNS Inventory Management resource request drills.	No later than June 15, 2018

III. **Key Personnel:**
Local Public Health Agency Staff

IV. **Monitoring:**
CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Office of Emergency Preparedness and Response. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reporting in agency Grant Reporting Spreadsheet, documents uploaded to CO-SHARE, participation in required activities, the timely submission of invoices 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.

V. **Resolution of Non-Compliance:**

The Contractor will be notified in writing within **(?)** calendar days of discovery of a compliance issue. Within **(?)** 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 timeline 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 *(title of responsible individual)* 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.

Exhibit C

Budget
To Contract Dated 03/20/2017 - CMS Contract Routing Number 18 FHJA 97170

Contractor Name	Gunnison County	VC#	VC00000000014260	Encumbrance Number	CT FAAA 201700003367

Expenditure Categories		Budget Totals
Personal Services		**Contract Budget**
Position Title	**Description of Work**	
EPR Coordinator	Coordinates EPR activities for LPHA (30.29/hour x 12hours/week x 52 weeks)	$18,900.96
	Total Personal Services	**$18,900.96**
Supplies & Operating Expenses		**Contract Budget**
Item	**Description of Work**	
Phone	Cell phone for EPR (22.50/month)	$270.00
GIS Mapping	GIS Mapping charge for Public Health Department (22.05/Month)	$264.60
Supplies & Equipment	Office Supplies & equipment identified as needed for EPR activities	$140.00
	Total Supplies	**$674.60**
Travel		**Contract Budget**
Item	**Description of Work**	
Mileage	Travel to EPR Spring & Fall meeting (DEN), Healthcare Coalition Meetings (MONT) & Travel to GJ for EPR Workshop, and anticipated travel for trainings in workplan @ 53.50 cents/mile	$683
Per Diem	$51/day X 5 days	$255
Hotel	4 hotel nights @$95/night	$380
	Total Travel	**$1,318.44**
Contractual (payments to third parties or entities)		**Contract Budget**
Item	**Subcontractor Entity Name and/or Description of Item**	
	Total Contractual	**$0.00**
	SUB-TOTAL BEFORE INDIRECT	**$20,894.00**
Indirect		**Original Budget**
Item	**Description of Item**	
Indirect Cost Rate	10%	$2,089.00
	Total Indirect	**$2,089.00**
	TOTAL	**$22,983.00**

GRANT FUNDING CHANGE LETTER

Date:	State Fiscal Year:	Grant Funding Change Letter (GFCL) #	CMS Routing #
			CORE Encumbrance #

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 words here if previous amendment(s), renewal(s) have been processed] between the State of Colorado, Department of Public Health and Environment and <insert contractor name> beginning <insert start date of original contract> and ending on <insert ending date of current contract amendment>, the undersigned commits the following funds to the Grant:

The amount of (federal, state, other) grant funds available and specified in Section of <insert previous contract modification number and routing number> is ☐ increased or ☐ decreased by $ amount of change to new total funds for the period <date to date> of $ <insert new period cumulative total> for the following reason: Section is hereby modified accordingly. The revised Budget is incorporated herein by this reference and identified as Revised Exhibit *. (if budget attached; delete sentence if no budget included.)
Complete the table below; insert/delete rows as needed.

The table below reflects the original budget and all modifications to the total since the effective date of the Original Contract.

SUMMARY OF CHANGES					
Document Type	**CMS Routing #**	**Funding Source** (federal, state, other)	**Period**	**Dollar Amount**	**Period Total**
Original Contract				$	$
				$	$
				$	$
				$	$
				$	$
			Contract Cumulative Grand Total	$	

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 <insert projected effective date>, whichever is later.

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

Exhibit E

OPTION LETTER

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

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 Section 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: _____