# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Gunnison County & CO Dept Public Health & Environ. Immunizations

**Term Begins:** July 1,2018 **Term Ends:** 6/30/2018 **Grant Contract #:**

**Summary:**

This is renewal of immunization grant to provide immunizations for both insured and uninsured individuals.
Amount unchanged from last year's award.

**Fiscal Impact:** $19,385

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

**Finance Review:** (●) Required ( ) Not Required

Comments:
No concerns, renewal of annual contract. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 4/12/2018

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

Comments:
ok db 4/13/18

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 4/13/2018 Certificate of Insurance Required Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 4/13/2018

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

Agenda Date: 4/17/2018

*Revised April 2015*

# Colorado Department of Public Health & Environment
# Instructions for Contract Processing

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## Interagency/ Intergovenmental / LPHA

### ➢ Contract Document

☐ **Print** – 2 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 2 contract documents must be signed by the signature authority for your organization. Original signatures are required. Please use blue ink if possible.

### ➢ Supporting Documentation

☐ **Vendor Information Form–** Complete entire form, including the DUNS#.

### ➢ Submission

☐ **Return** 2 original signed contract documents 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*
Attn: *Angel Lazalde*
4300 Cherry Creek Drive South
Denver, CO 80246-153

### ➢ 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.

☐ An original fully executed contract will be mailed to you.

# DCEED VENDOR INFORMATION FORM

Date:

**Institution/Organization Legal Address ("Subcontractor")**

Name:

Address:

City, State, Zip + 4:

EIN: Institution type: Registered in CCR? Yes ☐ No ☐

Performance site same as address above? Yes ☐ No ☐ DUNS No.: *** *** ***

*Your DUNS No. can be found at https://mycredit.dnb.com/search-for-duns-number/*

Q1. As provided to you by your subcontractor, in your subcontractor's business or organization's preceding completed fiscal year, did its business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements: **and** (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Yes ☐ No ☐

If No- Stop, If Yes- proceed to Q2

*Note: It is unlikely that any political (State/County) organizations will meet both the conditions stated in question Q1 above.*

Q2. As provided to you by your subcontractor, does the public have access to information about the compensation of the executives in the subcontractor's business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986?

Answer: Full name of executive, compensation dollar Amount

*The above information is required for the Federal Funding Accountability and Transparency Act (FFATA) reporting*

**Administrative Contact**

Name:

Address:

City, State, Zip+4:

Telephone: - - Fax: - -

Email:

**Financial Contact**

Name:

Address:

City, State, Zip+4:

Telephone: - - Fax: - -

Email:

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CMS ROUTING NO. 19 FHHA 108886

# 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 00023.**

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

CONTRACTOR:
Board of County Commissioners of Gunnison County
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

CONTRACTOR DUNS: 133115220

CONTRACTOR ENTITY TYPE:
Political Subdivision

CONTRACT MADE DATE: 4/4/2018

CORE ENCUMBRANCE NUMBER:
**********

BILLING STATEMENTS RECEIVED:
Quarterly

TERM:
This contract shall be effective upon approval by the State Controller, or designee, or on 07/01/2018, whichever is later. The contract shall end on 06/30/2019.

STATUTORY AUTHORITY: Not Applicable

CLASSIFICATION: Subrecipient

CONTRACT PRICE NOT TO EXCEED: $19,385.00

FEDERAL FUNDING DOLLARS: $5,232.00

STATE FUNDING DOLLARS: $14,153.00

OTHER FUNDING DOLLARS: $0.00

Specify "Other":

PROCUREMENT METHOD:
Exempt

BID/RFP/LIST PRICE AGREEMENT NUMBER:
Not Applicable

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY19: $19,385.00

LAW SPECIFIED VENDOR STATUTE:
Not Applicable

STATE REPRESENTATIVE:
Teri Lindsey
4300 Cherry Creek South Drive
Denver, Colorado 80246

PRICE STRUCTURE: Fixed Price

CONTRACTOR REPRESENTATIVE:
Carol Worrall
225 North Pine Street, Suite E
Gunnison, Colorado 81230

PROJECT DESCRIPTION:
This project serves to reduce and eliminate vaccine preventable diseases in Colorado by increasing and maintaining immunizati on coverage. Local public health agencies will provide core immunization services, according to established best practices and standards, to improve the health of individuals and communities.

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 - | Option Letter |
| Exhibit E - | Grant Funding Change 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.

**SIGNATURE PAGE**
Contract Routing Number: 19 FHHA 108886

## THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the party authorizing his or her signature.

**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)**

_____
Print Name of Authorized Individual

_____
Print Title of Authorized Individual

_____
Signature of Authorized Individual

_____
Date

**STATE OF COLORADO**
John W. Hickenlooper, Governor

**Colorado Department of Public Health and Environment**
Larry Wolk, MD, MSPH, Executive Director and Chief Medical Officer

By: _____
Lisa McGovern
Purchasing and Contracting Section Director, CDPHE

_____
Date

**PROGRAM APPROVAL**
Colorado Department of Public Health and Environment

By: _____
Signature of Authorized CDPHE Program Approver

_____
Date

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**

**Robert Jaros, CPA, MBA, JD**

By: _____

Effective Date: _____

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**ADDITIONAL PROVISIONS**
**To Task Order Contract Dated 4/4/2018 CMS Task Order Routing Number 19 FHHA 108886**

**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 and state 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 as of 08/01/2017 anticipated federal funds of $5,885,050.00 under Notice of Cooperative Agreement Award, hereinafter "NCAA", number **6 NH23IP000719-05-01**, to perform the following – Immunization and Vaccines for Children Program.

   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.

   Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: 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. This award does not include funds for Research and Development.

7. The State**,** at its discretion, shall have the option to extend the term under this Task Order 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 Task Order. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. If exercised, the provisions of the Option Letter shall become part of and be incorporated in the original Task Order. The total duration of this Task Order shall not exceed 5 years.

8. The State**,** at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Task Order and modify the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Task Order.

9. 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 E**. The exercise of this right shall not be valid until it has been approved by the State Controller or designee.

10. Transfer of funds within the Budget:
    a. Transfer funds between budget lines if the total of all **cumulative** transfers is less than 25% of the budgeted amount does not require Immunization Section approval. However the Contractor shall notify the Section of the changes in writing prior to the transfer of funds.
    b. When the cumulative total of all transfers equals or exceeds twenty five percent (25%) of the total budgeted amount, the Contractor must obtain written permission from the Immunization Section to move any funds between lines. The Contractor shall submit the Immunization Section approved budget modification form prior to making revised expenditures. The Immunization Section staff will evaluate the request and inform the Contractor of a decision within 15 calendar days of receiving the request.

**EXHIBIT B**

STATEMENT OF WORK
To Original Contract Routing Number: 19 FHHA 108886

**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 and Human Services

**II. Project Description:**
This project serves to reduce and eliminate vaccine preventable diseases in Colorado by increasing and maintaining immunization coverage. Local public health agencies will provide core immunization services, according to established best practices and standards, to improve the health of individuals and communities.

**III. Definitions:**

1. ACIP: Advisory Committee on Immunization Practices
2. CCC: Child Care Centers as defined by *Colorado State Board of Health Rule 6 CCR 1009-2*
3. CCR: Code of Colorado Regulations
4. CDC: Center for Disease Control and Prevention
5. CDPHE: Colorado Department of Public Health and Environment
6. CIIS: Colorado Immunization Information System
7. CIIS reminder/recall: Reminder/recall involves identifying patients who are due (reminder) or overdue (recall) for immunizations and contacting them to schedule an appointment.
8. CIB: Colorado Immunization Branch
9. Core immunization services: As defined by the Colorado State Board of Health: assure access to immunizations using established standards, and, in collaboration with CDPHE, monitor community immunization levels.
10. 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.
11. Evidence-based: Conscientious use of current scientific evidence and clinical expertise.
12. FQHC: Federally Qualified Health Center
13. Jurisidiction: Power or right of a legal or political agency to exercise its authority over a person, subject matter, or territory.
14. LPHA: Local Public Health Agency
15. MOU: Memorandum of Understanding
16. RHC: Rural Health Center
17. School: As defined by the Colorado State Board of Health: all child care facilities licensed by the Colorado Department of Human Services including: child care centers, school-age child care center, preschools, day camps, resident camps, day treatment centers, family child care homes, foster care homes, and head start programs; public, private, or parochial kindergarten, elementary or secondary schools through grade twelve, or a college or university.

18. 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.
19. VFC: Vaccines for Children
20. VPD: Vaccine preventable disease

## IV. Work Plan:

| | |
|---|---|
| **Goal #1:** Reduce vaccine preventable diseases in Colorado by increasing or maintaining immunization coverage. | |
| **Objective #1:** No later than the expiration of the contract, the Contractor shall provide core immunization services intended to improve the health of individuals and communities. | |
| **Primary Activity #1** | The Contractor shall implement immunization services within its jurisdiction. |
| **Sub-Activities #1** | 1. The Contractor shall maintain inventory of all ACIP recommended VFC vaccines available through the VFC program.<br><br>2. The Contractor shall vaccinate children eligible for VFC vaccine per ACIP recommendations.<br><br>3. The Contractor shall vaccinate persons eligible for Section 317 vaccine per ACIP recommendations.<br><br>4. The Contractor shall enter immunization data into CIIS within 30 days of vaccine administration.<br><br>5. The Contractor shall review the county level Immunization Rates Report for the following information:<br>a. children 19-35 months of age no later than 30 days after distribution by CIB<br>b. adolescents 13-17 years of age no later than 30 days after distribution by CIB<br>c. compare to the *CDC National Immunization Surveys; Child and Teen* and CIIS-generated statewide rates provided by CIB in order to increase awareness of county versus state and national immunization rates within the 30 days that the rates report is distributed by the CIB<br><br>6. The Contractor shall implement a minimum of one (1) evidence based strategy, such as CIIS reminder/recall, to reduce or eliminate coverage disparities by race, ethnicity and socio-economic status.<br><br>7. The Contractor shall promote informed vaccine decision making by educating a minimum of one (1) of the following:<br>a. consumers<br>b. healthcare providers<br>c. staff who administer immunizations<br>d. policy makers<br><br>8. The Contractor shall promote seasonal influenza vaccine, with new and existing partners, including those in the commercial sector, to improve preparedness in the event of an influenza pandemic.<br><br>9. The Contractor shall maintain a deputization MOU with an FQHC/RHC. |

| | |
|---|---|
| | 10. The Contractor shall deliver information to schools and CCCs about the *Colorado State Board of Health Rule 6 CCR 1009-2* annual reporting deadline.<br><br>a. The Contractor shall respond to questions from schools to assist in preparation for reporting compliance.<br>b. The Contractor shall respond to questions from CCCs to assist in preparation for reporting compliance.<br>c. The Contractor shall follow up with schools who fail to report data.<br>d. The Contractor shall follow up with CCCs who fail to report data.<br><br>11. The Contractor shall perform duties as requested by the CIB related to identified immunization needs, and VPD and Hepatitis B case surveillance. |
| | |
| **Primary Activity #2** | The Contractor shall maintain staff immunization expertise. |
| **Sub-Activities #2** | 1. The Contractor shall call in to the monthly CIB Immunization Update call.<br><br>2. If the monthly call is missed, the Contractor shall listen to the audio recording of the call provided by the CIB within 30 days.<br><br>3. The Contractor shall attend a minimum of one (1) immunization related training or conference. |
| | |
| **Standards and Requirements** | 1. The Contractor shall use the final results of the *CDC National Immunization Surveys; Child and Teen* and CIIS-generated statewide rates provided by CIB via email communication in order to increase awareness of county versus state and national immunization rates.<br><br>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 within the online CIIS Resource Center located on the following website, https://www.ciisresources.com. The content of this website is incorporated and made part of this task order by reference.<br><br>3. The Contractor shall comply with the ACIP recommendations for vaccine administration located on the following website, http://www.cdc.gov/vaccines/acip/index.html. The content of this website is incorporated and made part of this task order by reference.<br><br>4. The Contractor shall promote compliance with school immunization rules within the *Colorado State Board of Health Rule 6 CCR 1009-2* located on the following website, http://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=6316. This document establishes immunization standards and is incorporated and made part of this task order by reference.<br><br>5. The Contractor shall maintain a signed VFC provider Enrollment Agreement. |

| | | |
|---|---|---|
| | 6. The Contractor shall comply with the requirements for utilizing VFC vaccine agreed to in the VFC Provider Enrollment Agreement packet provided by CIB.<br><br>7. The Contractor shall comply with the eligibility requirements for utilizing Section 317 vaccine as provided by CIB via email communication.<br><br>8. The Contractor shall use a minimum of one (1) evidence based strategy to eliminate coverage disparities by race, ethnicity and socio-economic status located on the following website, www.thecommunityguide.org. The content of this website is incorporated and made part of this task order by reference.<br><br>9. The Contractor shall use deputization MOU guidance as provided by CIB via email communication.<br><br>10. Contractors that serve as a FQHC or a RHC do not require a deputization MOU.<br><br>11. CDPHE will provide programmatic technical assistance upon request.<br><br>12. The Contractor shall complete an electronic quarterly progress report using the *2018/19 Immunization Core Services Quarterly Progress Report,* via the following website, https://fs9.formsite.com/ColoradoIMMprogram/2018CoreProgress-Report/index.html. The content of this website is incorporated and made part of this task order by reference.<br><br>13. 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. | |
| | | |
| **Expected Results of Activity(s)** | 1. Immunizations are provided within the Contractor's jurisdiction.<br><br>2. Immunizations are marketed within the Contractor's jurisdiction.<br><br>3. Immunizations are administered within the Contractor's jurisdiction. | |
| **Measurement of Expected Results** | 1. Data contained in Immunization Rates Report<br><br>2. Data contained in quarterly progress reports | |
| | | **Completion Date** |
| **Deliverables** | 1. The Contractor shall submit, electronically, a signed VFC Provider Enrollment Agreement. | No later than 30 business days following the receipt of the enrollment packet, and by 06/30/2019 |
| | 2. The Contractor shall submit an electronic quarterly progress report using the *2018/19 Immunization Core Services Quarterly Progress Report.* | No later than 30 calendar days following the last calendar day of |

| | | |
|---|---|---|
| | | September, December, March, and by 06/30/2019 |
| | 3. The Contractor shall submit immunization data into CIIS. | No later than 30 days following vaccine administration, and within the contract term |

## V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor.

## VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the CDPHE 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.

**BUDGET**
**To Task Order Contract Dated 4/4/2018 - Contract Routing Number 19 FHHA 108886**

| **Original Budget** | |
|---|---|
| **Immunization Core Service Activities-Gunnison** | |
| **Federal (FY19)** | |
| Federal PPHF funds | $5,232 |
| **State (FY19)** | |
| Tobacco Tax funds | $11,307 |
| MSA funds | $2,846 |
| **TOTAL AMOUNT**: | $19,385 |

Exhibit D

# OPTION LETTER

| Date: | State Fiscal Year: | Option Letter No. | Original Contract CMS# |
|---|---|---|---|
| | | Option Letter CMS Routing # | CORE Encumbrance # |

**DELETE** all **BLUE** text, **CUSTOMIZE Red text** and **CHANGE** Red text to **Black** after customization.

**1) OPTIONS:** Choose all applicable options listed below

- **a.** Option to extend for a renewal or additional term
- **b.** Option to change amount of goods
- **c.** Option to change amount of services
- **d.** Option to change contract rates
- **e.** Option to initiate next phase of contract

**2) REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:

**a.** **For use with Options a:** In accordance with Section(s) enter Section the Original Contract referenced above between the State of Colorado, Colorado Department of Public Health and Environment**,** and enter Contractor's name the State hereby exercises its option for an additional term beginning insert start date and ending on insert end date at the rates stated in the Original Contract, as amended.

**b.** **For use with Option b and c.** In accordance with Section(s) enter Section of the Original Contract routing number referenced above, between the State of Colorado, Colorado Department of Public Health and Environment**,** and enter Contractor's name the State hereby exercises its option to Increase/Decrease the quantity of Goods/Services or both at the same cost/price as specified in enter Exhibit/Attachment name.

**c.** **For use with Option d.** In accordance with Section(s) enter Section of the Original Contract routing number referenced above, the State hereby exercise its option to modify the Contract rates specified in Exhibit/Section number. The Contract rates attached to this Option letter in enter Exhibit/Attachment name replace the rates in the original Contract as of the Option Effective Date of this Option Letter.

**d.** **For use with Option e:** In accordance with Section(s) enter Section of the Original Contract routing number referenced above, the State hereby exercise its option to initiate Phase indicate which Phase: 2, 3, 4 etc. which shall begin on insert start date and ending on insert end date at the cost/price specified in Section enter Section the Original Contract referenced above.

**e. For use with Options a, b, c that modify the contract value:** The amount of the current Fiscal Year contract value is increased/decreased by $ enter amount of change to a new contract value of insert new $ amount as consideration for services/goods ordered under the contract for the current fiscal year Indicate Fiscal Year. The Contract is hereby modified accordingly. The amended total contract financial obligation including all previous amendments, option letters, etc. is insert new $ amount.

**3) Effective Date:** The effective date of this Option Letter is upon approval of the State Controller if exact date is required complete the following: enter date, and include the following: whichever is later.

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

**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: _____

# GRANT FUNDING CHANGE LETTER

| Date: | State Fiscal Year: | Grant Funding Change Letter (GFCL) # | CMS Routing #<br>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**

By: _____
Lisa McGovern
Purchasing and Contracting Section Director, CDPHE

_____
Date

**PROGRAM APPROVAL**
Colorado Department of Public Health and Environment

By: _____
INSERT-Name of Authorized Individual
INSERT-Official Title of Authorized Individual

_____
Date

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**
**Robert Jaros, CPA, MBA, JD**

By: _____
Name of Agency Delegate-Please delete if contract will be routed to OSC for approval.

Effective Date: _____