AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Task Order Amendment #2; Colorado Department of Pu

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC and CDPHE

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

2018-2019 (EPR) Emergency Preparedeness & Reponse Contract

Fiscal Impact: 22,397.00

Submitted by: B. Lucero **Submitter's Email Address:** blucero@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Renewal is less than last year. Per Bobbie, will have to find way to cut travel costs in order to stay within new contract amount. Will contain costs within this grant amount and no additional dollars expected from County available resources. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/17/2018

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 5/29/2018 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/31/2018

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

Agenda Date: 6/5/2018

Revised April 2015

DEPARTMENT OR AGENCY NAME
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
4500-OEPR

DEPARTMENT OR AGENCY NUMBER
FAAA

TASK ORDER AMENDMENT ROUTING NUMBER
19-108771

To Original Task Order Routing Number
18-97170

TASK ORDER AMENDMENT #2

This Task Order Amendment is made this **10th** day of **May**, **2018**, by and between the State of Colorado, acting by and through the **DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**, whose address or principal place of business is **4300 Cherry Creek Drive South, Denver, Colorado 80246**, hereinafter referred to as the "State"; and, **Board of County Commissioners of Gunnison County (A Political Subdivision of the State of Colorado) For the use and benefit of the Gunnison County Department of Health and Human Services**, whose address or principal place of business is **Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison, Colorado 81230-2333** hereinafter referred to as the "Contractor".

FACTUAL RECITALS

The parties entered into a Master Contract dated **November 23, 2016**, with contract routing number **18 FAA 00023.**

Pursuant to the terms and conditions of the Master Contract the parties entered into a Task Order Contract dated **March 20, 2017**, with encumbrance number **CT FAAA 201700003367**, and task order contract routing number **18 FHJA 97170**, hereafter referred to as the **"Original Task Order Contract"**, whereby the Contractor was to provide to the State the following:

> 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.

Changes were required to extend for an additional term.

The State promises to pay the Contractor the sum of **Twenty Two Thousand Three Hundred Ninety Seven Dollars**, **($22,397.00)** for the renewal term of **one (1) year**, ending on **June 30, 2019**, in exchange for the promise of the Contractor to perform the specifications to the work described herein.

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

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

2. It is expressly agreed to by the parties that this Contract Amendment is supplemental to the Original Task Order Contract, contract routing number **18 FHJA 97170**, referred to herein as the Original Task Order Contract, which is by this reference incorporated herein. All terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Contract Amendment as though they were expressly rewritten, incorporated, and included herein.

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

   A. The **period of performance** of the **current** term is hereby **extended** by **twelve (12) months**, changing the current ending date from **June 30, 2018 to June 30, 2019.** The revised **period of performance** is **July 1, 2018** through and including **June 30, 2019**.

      1. This Contract Amendment is issued pursuant to paragraph **5** of the Original Task Order Contract. This Contract Amendment is for the **renewal** term of **July 1, 2018**, through and including **June 30, 2019**. The **maximum amount payable** by the State for the work to be performed by the Contractor during this renewal term is **Twenty Two Thousand Three Hundred Ninety Seven Dollars**, **($22,397.00)** for an **amended total contract financial obligation** of the State of **Forty Five Thousand Three Hundred Eighty Dollars, ($45,380.00)**.

         a. For this renewal term the **maximum amount payable** attributable to United States Government funding source (see Catalog of Federal Domestic Assistance (CFDA) number **93.074**) is **Twenty Two Thousand Three Hundred Ninety Seven Dollars**, **($22,397.00),** and the **amended total contract financial obligation** attributable to United States Government funding source (see Catalog of Federal Domestic Assistance (CFDA) number **93.074**) is **Forty Five Thousand Three Hundred Eighty Dollars, ($45,380.00)**.

      The modified specifications to the original Statement of Work and Budget are incorporated herein by this reference and identified as **Exhibit F and Exhibit G.**

4. The Effective Date of this Contract Amendment is **July 1, 2018**, or upon approval of the State Controller, or an authorized delegate thereof, whichever is later.

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

6. FINANCIAL OBLIGATIONS OF THE STATE PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE.

SIGNATURE PAGE
Contract Routing Number: 19 FHJA 108771

THE PARTIES HERETO HAVE EXECUTED THIS TASK ORDER AMENDMENT

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

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

_____
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
Jamison Lee
Grants Branch Manager

By: _____
Signature of Authorized CDPHE Program Approver

_____
Date

LEGAL REVIEW

Cynthia H. Coffman, Attorney General

By: _____
Signature – Senior Assistant Attorney General

_____
Date

In accordance with §24-30-202 C.R.S., this Task Order Amendment 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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STATEMENT OF WORK
To Original Task Order Routing Number 18 FHJA 97170
Task Order Amendment #2 Routing Number 19 FHJA 108771

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. 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.

II. **Definitions:**

1. AAR: After Action Report
2. AFN-Access and Functional Needs
3. CDPHE-Colorado Department of Public Health and Environment
4. CNS-Colorado Notification System
5. COOP: Continuity of Operations Plan
6. CO-SHARE: Colorado State Health and Readiness Exchange
7. CO.TRAIN: Colorado Training Finder Real-Time Affiliate Integrated Network
8. CPG: Capability Planning Guide
9. CVM: Colorado Volunteer Mobilizer
10. EOP-Emergency Operations Plan
11. ESAR-VHP- Emergency System for Advance Registration of Volunteer Health Professionals
12. HAN: Health Alert Network
13. HCC: Healthcare Coalition
14. ICS-Incident Command Structure
15. IMATS- Inventory Management and Tracking System
16. IP: Improvement Plan
17. LPHA: Local Public Health Agency
18. MCM: Medical Countermeasure
19. MYTEP-Multi-Year Training and Exercise Plan
20. NIMS-National Incident Management System
21. POD-Point of Dispensing
22. TEPW: Training and Exercise Planning Workshop

III. **Work Plan:**

Goal #1: Increase capacity for preparedness, response and recovery in Colorado.	
Objective #1: No later than the expiration date of the Contract, provide public health preparedness; improve response and recovery activities through planning.	
Primary Activity #1	The Contractor shall participate in the HCC Response Plan development.
Sub-Activity #1	The Contractor shall document the LPHA role in HCC emergency operations, ICS and NIMS implementation, and Emergency Support Function 8 integration.

Primary Activity #2	The Contractor shall complete a Responder Safety and Health Plan.
Primary Activity #3	The Contractor shall update the Continuity of Operations Plan.
Primary Activity #4	The Contractor shall update the EOPs by documenting a minimum of two (2) non-hospital locations for recharging electrically dependent durable medical equipment.
Primary Activity #5	The Contractor shall create a 2018-2019 MCM ORR Action Plan.
Sub-Activity #1	The Contractor shall select three (3) MCM ORR priority areas to work on from gaps identified in the MCM ORR Distribution Survey and Dispensing Survey to update MCM ORR Action Plan.
Primary Activity #6	The Contractor shall update the County MCM Dispensing Vaccination (POD) Plan.
Primary Activity #7	The Contractor shall establish two (2) Closed POD agreements and conduct orientations with locally identified Closed POD sites.
Primary Activity #8	The Contractor shall update the Pandemic Influenza Plan.
Primary Activity #9	The Contractor shall address one (1) gap identified within the CPG survey.
Objective #2: No later than the expiration date of the Contract, provide public health preparedness, and improve response and recovery activities through exercises.	
Primary Activity #1	The Contractor shall participate in an HCC-based Tabletop Exercise.
Primary Activity #2	The Contractor shall conduct a minimum of two (2) HAN communication drills.
Primary Activity #3	The Contractor shall participate in quarterly Redundant Communications Drills.
Primary Activity #4	The Contractor shall conduct a drill twice a year with volunteers using CVM or other ESAR-VHP compliant system.
Primary Activity #5	The Contractor shall participate in a minimum of two (2) tactical communication drills.
Primary Activity #6	The Contractor shall document a minimum of two (2) Strategic National Stockpile resource request drills.
Objective #3: No later than the expiration date of the Contract, provide public health preparedness, and improve response and recovery activities through training.	
Primary Activity #1	The Contractor shall participate in regional TEPW.
Sub-Activities #1	The Contractor shall update regional/agency MYTEP.
Primary Activity #2	The Contractor shall attend the 2018 OEPR Annual Partners Meeting.

Objective #4: No later than the expiration date of the Contract, provide public health preparedness, and improve response and recovery activities through additionally identified needs.	
Primary Activity #3	The Contractor shall update the LPHA Contact List in EMResource when changes occur.
Primary Activity #4	The Contractor shall complete the Administrative Emergency Preparedness Procedures.
Primary Activity #5	The Contractor shall complete FY 2018-2019 CPG Survey.
Standards and Requirements	1. The Contractor shall maintain NIMS compliance, a current emergency preparedness and response plan, and participate in standardizing incident command structures amongst LPHA, HCC, and ESF8. 2. The Contractor shall use the Responder Safety and Health Plan Guidance and Template when completing the Response and Safety Plan. This document is incorporated and made part of this contract by reference and is available at the following website: https://sites.google.com/a/state.co.us/co-share/home/resources 3. The Response and Safety Plan shall be completed for LPHA response personnel. 4. Updates to COOP shall be based off 2017-2018 and 2018-2019 completed AAR/IPs. 5. The Contractor shall adhere to the Emergency Operations Plans Guidance Document when completing Emergency Operations Plans. This document is incorporated and made part of this contract by reference and is available at the following website: https://sites.google.com/a/state.co.us/co-share/home/resources. 6. The Contractor shall use the MCM ORR Action Plan analysis when completing regional MCM ORR Action Plan. This document is incorporated and made part of this contract by reference and is available at the following website: https://sites.google.com/a/state.co.us/co-share/home/resources 7. The County MCM Dispensing Vaccination (POD) Plan shall incorporate responder prophylaxis/vaccination. 8. CDPHE will provide state guidance for MCM dispensing/prophylaxis/ vaccination (POD) plans to align with the first year of the Contract's MCM ORR tool, revised Capability 8 to address gaps in the local CPG-Capability 8 data upon request. 9. The Contractor shall use the MCM Dispensing Plan Template/Checklist when completing County MCM Dispensing Vaccination Plan. This document is incorporated and made part of this contract by reference and is available at the following website: https://sites.google.com/a/state.co.us/co-share/home/resources 10. The Contractor shall use Closed POD planning and training documentation when completing County Closed POD. This document is incorporated and made part of this contract by reference and is available at the following website: https://sites.google.com/a/state.co.us/co-share/home/resources 11. The Contractor shall use Colorado Pandemic Guidance/Template when completing update for Pandemic Influenza Plan. This document is incorporated and made part of this contract by reference and is available at the following website: https://sites.google.com/a/state.co.us/co-share/home/resources 12. The Contractor shall use 2018-2019 CPG Survey Template when addressing one (1) gap. This document is incorporated and made part of this contract by reference and is available at the following website: https://sites.google.com/a/state.co.us/co-share/home/resources 13. HCC-based Tabletop Exercise shall be based on a scenario and resources to be provided by CDPHE. 14. The Contractor shall include CDPHE_SIT_EPR@state.co.us in Communication Drills through HAN drills. 15. Quarterly communications drills will be conducted by CDPHE. 16. A minimum of one (1) regional staff and one (1) EPR Coordinator per agency must respond to the quarterly redundant communication drills conducted by CDPHE.

Participation is verified by the Colorado Notification System response reports. One Colorado Notification System drill will be a "No-Notice" drill.

17. The Contractor must have the ability to coordinate the identification, recruitment, registration, training, and engagement of volunteers to support the jurisdiction's response to incidents.
18. The Contractor shall provide documentation of ESAR-VHP compliant system if not using CVM.
19. All tactical communications drills will be initiated and documented by CDPHE.
20. Tactical Communication drills shall focus on information sharing between state and local department operation centers and communication between the Receive, Store, Stage site and Regional Transfer Point and Local Transfer Points.
21. Strategic National Stockpile IMATS resource request drills will be initiated and documented by CDPHE.
22. The Contractor shall use the Emergency MCM Ordering Tool to place orders for Strategic National Stockpile supplies with a minimum of one (1) POD, hospital or other partner. During the drill, the Contractor shall send the order to the regional office responsible for inputting county's orders into IMATS. The tool is incorporated and made part of this contract by reference and is available at the following website: https://docs.google.com/spreadsheets/d/1K5kPqqgyWel-bZfFaGvKBdVpIrGnZNs31xw4Odmlpso/edit?usp=sharing
23. CDPHE will inform Contractor thirty (30) days prior to the first drill of the year's schedule.
24. The Contractor shall coordinate with the Regional Homeland Security Coordinator or Regional Staff for the dates of the TEPW.
25. The Contractor shall have a representative at the 2018 OEPR Annual Partners Meeting by someone other than a regional staff member.
26. CDPHE will provide meeting information regarding the 2018 OEPR Annual Partner Meeting as it becomes available.
27. The Contractor shall register using Co-Train for the OEPR Annual Partners Meeting.
28. Contractor shall update information in the LPHA contact list on EMResource a minimum of twice a year, six months in separation.
29. The Contractor shall use Administrative Preparedness Template when completing Administrative Preparedness Procedures. This document is incorporated and made part of this contract by reference and is available at the following website: https://sites.google.com/a/state.co.us/co-share/home/resources
30. The Contractor shall complete CPG Survey within sixty (60) calendar days upon receiving form.
31. 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.
32. AAR/IPs are required for all exercises and actual emergency incidents.
33. The Contractor shall adhere to the AAR/IPs template when completing AAR/IPs. This document is incorporated and made a part of this contract by reference and is available on the following website: https://www.colorado.gov/pacific/dhsem/atom/59986
34. The Contractor shall the enter dates of delivery completions in the grant reporting sheet in CO-SHARE.
35. Drills can be notification, exercise, or real event.
36. CDPHE Coordinators with less than two (2) years, and new EPR employees without Colorado OEPR experience must complete the "Public Health Emergency Preparedness and Response 101" online course.
37. The Contractor shall assure they have members trained in the following systems (EMResource, eICS, EMTrack, CNS, CO-SHARE, CVM, COTRAIN)
38. CDPHE will provide training on systems provide upon request.
39. The Contractor shall equip, train and provide resources necessary to protect responders, employees and families from hazards during response and recovery operations.

	40. The Contractor shall register in Co.Train for trainings. This information is located on the following website: https://www.train.org/colorado and is incorporated and made a part of this contract by reference. 41. The Contractor shall assist regional staff to fulfil the requirements of the Statement of Work upon request.	
Expected Results of Activity(s)	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	CPG survey data	
		Completion Date
Deliverables	1. The Contractor shall submit documentation of the LPHA's role in HCC emergency operations, ICS and NIMS implementation, and Emergency Support Function 8 integration electronically via CO-SHARE.	No later than 6/01/2019
	2. The Contractor shall submit the Responder Safety and Health plan electronically via CO-SHARE.	No later than 6/01/2019
	3. The Contractor shall submit the COOP electronically via CO-SHARE.	No later than 6/01/2019
	4. The Contractor shall submit two (2) non-hospital locations for community members to recharge electrically dependent durable medical equipment during power emergencies via CO-SHARE.	No later than 6/1/2019
	5. The Contractor shall submit the FY18-19 MCM ORR Action Plan electronically via CO-SHARE.	No later than 9/30/2018
	6. The Contractor shall submit the County MCM Dispensing/Vaccination POD Plan electronically via CO-SHARE.	No later than 6/01/2019
	7. The Contractor shall submit the Closed POD agreements and Closed POD Orientation rosters/agenda electronically via CO-SHARE.	No later than 3/30/2019
	8. The Contractor shall submit a revised Pandemic Plan electronically via CO-SHARE.	No later than 6/01/2019
	9. The Contractor shall submit the completed CPG template electronically via CO-SHARE.	No later than 8/1/2018
	10. The Contractor shall submit the Tabletop Exercise AAR/IP electronically via CO-SHARE.	No later than 6/01/2019
	11. The Contractor shall upload the volunteer drill report electronically via CO-SHARE.	No later than 6/01/2019
	12. The Contractor shall register for the IMATS drills in CO.TRAIN.	No later than 6/01/2019
	13. The Contractor shall submit the updated MYTEP electronically via CO-SHARE.	No later than 9/30/2018

	14. The Contractor shall submit the names of attendees to 2018 OEPR Annual Partners Meeting in the Grant Reporting Spreadsheet.	No later than 12/28/2018
	15. The Contractor shall submit updated contact information electronically via CO-SHARE.	No later than 8/1/2018 & 2/1/2019
	16. The Contractor shall submit the completed Emergency Administrative Preparedness Template electronically via CO-SHARE.	No later than 6/01/2019

IV. **Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, invoices, site visit results, electronic data 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 thirty **(30)** calendar days of discovery of a compliance issue. Within ten **(10)** 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 timeline, the Contractor must email a request to the CDPHE Grants Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines 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 Original Task Order Routing Number 18 FHJA 97170
Task Order Amendment #2 Routing Number 19 FHJA 108771

Contractor Name	Gunnison County	VC#		Encumbrance Number	

Expenditure Categories		Budget Totals
Personal Services		**Contract Budget**
Position Title	**Description of Work**	
EPR Coordinator	Coordinates EPR activities for LPHA (32.26/hour x 12hours/week x 52 weeks)	$20,130.24
	Total Personal Services	**$20,130.24**
Supplies & Operating Expenses		**Contract Budget**
Item	**Description of Work**	
Phone	Cell phone for EPR (32.50/month)	$0.00
GIS Mapping	GIS Mapping charge for Public Health Department (22.05/Month)	$230.50
	Total Supplies	**$230.50**
Travel		**Contract Budget**
Item	**Description of Work**	
Mileage	Travel to EPR Fall meeting in Denver (400 miles), & Travel to GJ for EPR Workshop (250 miles) ,	$0
Per Diem	$51/day	$0
Hotel	$100/night	$0
	Total Travel	**$0.00**
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	**$20,360.74**
Indirect		**Original Budget**
Item	**Description of Item**	
Indirect Cost Rate	10%	$2,036.07
	Total Indirect	**$2,036.07**
	TOTAL	**$22,397.00**