# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Colorado Department of Public Health and Environme

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

**Parties to the Agreement:** Colorado Department of Public Health and Envior and Gunnison County

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

**Summary:**

Extension of contract for Retail Food Establishment standards and rules through June 30, 2019

**Fiscal Impact:** 0

**Submitted by:** Randy Morgan **Submitter's Email Address:** rmorgan@gunnisoncounty.org

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

Comments:
No concerns, date change only. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/28/2018

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

Comments:
ok db 6/29/18

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/29/2018 Certificate of Insurance Required

Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/29/2018

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

Agenda Date: 7/3/2018

*Revised April 2015*

DEPARTMENT OR AGENCY NAME
**COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**
**DEHS**

DEPARTMENT OR AGENCY NUMBER
**FAAA**

TASK ORDER AMENDMENT ROUTING NUMBER
**19 FEFA 109348**
To Original Task Order Routing Number
**17 FEFA 90813**

## TASK ORDER AMENDMENT #2

This Task Order Amendment is made this **19th** day of **April**, **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, **GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES**, whose address or principal place of business is **225 North Pine Street Suite E Gunnison, Colorado 81230**, hereinafter referred to as the "Contractor".

## FACTUAL RECITALS

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

Pursuant to the terms and conditions of the Master Contract the parties entered into a Task Order Contract dated **July 1, 2016**, and task order contract routing number **17 FEFA 90813**, hereafter referred to as the **"Original Task Order Contract"**, whereby the Contractor was to provide to the State the following:

> Provide environmental health services to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by the CDPHE for retail food establishments.

Changes were required to extend for an additional term and to add an Option Letter provision to this task order.

The State promises to pay the Contractor the sum of **Zero Dollars**, **($0.00)** for the renewal term of **twelve (12) months**, 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 **17 FEFA 90813, as amended by 18 FEFA 101609**, **collectively** 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 **Zero Dollars**, **($0.00)** for an **amended total contract financial obligation** of the State of **Zero Dollars, ($0.00)**.

   The modified specifications to the Additional Provisions and Scope of Work are incorporated herein by this reference and identified as **Exhibit D and Exhibit E, respectively.**

   The Original Task Order Contract is modified accordingly. All other terms and conditions of the Original Task Order Contract are reaffirmed.

4. The Effective Date of this 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 FEFA 109348**

## 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**
**Gunnison County Department of Health and Human Services**

**a political sub-division**

_____
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
Jeff Lawrence
DEHS Division Director

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: _____
Name of Agency Delegate-

Effective Date: _____

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**ADDITIONAL PROVISIONS**
**To Task Order Contract Dated 4/19/2018 CMS Task Order Routing Number 19 FEFA 109348**

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

1. 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 **twenty (20)** 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 as form substantially equivalent to **Exhibit F**. 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.

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**STATEMENT OF WORK**
**To Task Order Contract Dated 4/19/2018 CMS Task Order Routing Number 19 FEFA 109348**

## I. Project Description:

Local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment in maintaining a strong public health system. Each local public health agency shall assure the provision of Core Public Health Services within their jurisdiction. The scope of the provision of each Core Public Health Service is determined at the local level, and may differ across agencies based on community needs, priorities, funding and capacity.

## II. Definitions:

1. CDPHE: Colorado Department of Public Health and Environment
2. DEHS: Division of Environmental Health and Sustainability
3. HACCP: Hazard Analysis Critical Control Points
4. Intervention: is considered a routine inspection and can include onsite training, announced inspection, or a HACCP-based critical item inspection.
5. VNRFPS: Voluntary National Retail Food Regulatory Program Standards

## III. Work Plan

### A. DEHS – Retail Food

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| **Goal #1:** Provide environmental health services to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by the CDPHE for retail food establishments. | |
| **Objective #1:** No later than the expiration date of this contract, the Contractor shall comply with the *Food Protection Act*, the *Colorado Retail Food Establishment Rules and Regulations* and all other policies, regulations, interpretive memoranda, and documents issued by DEHS which are used to clarify interpretation and implementation of the laws, rules and regulations. | |
| **Primary Activity #1** | The Contractor shall conduct regulatory inspections of retail food establishments in accordance with state laws, regulations and standards. |
| **Sub-Activities #1** | 1. The Contractor shall implement the State risk-based inspection methodology or an alternate risk-based methodology approved by the State. In order to be approved, alternate methodologies shall include implementation of State-approved intervention methods for highest risk establishments to minimize food-borne illness violations and to address critical item violations.<br>2. The Contractor shall conduct interventions for those retail food establishments that, through inspection data, are identified as having a large number of food-borne illness risk factors.<br>3. The Contractor shall enter inspection, intervention and compliance data into the State's digital database or the Contractor's digital database no later than five (5) working days after the last day of each month.<br>4. The Contractor shall complete semi-annual progress reports.<br>5. The Contractor shall complete an electronic data transfer (EDT) report at a minimum of each quarter, if not using the State's digital database.<br>6. The Contractor shall complete a quarterly inspection and compliance progress summary, if not using the State's digital database. |
| **Primary Activity #2** | The Contractor shall uniformly implement and administer the *Food Protection Act*. |

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| **Sub-Activities #2** | 1. The Contractor shall issue new and renewal licenses and certificates of license using the State's digital database or Contractor-specific data system(s), and remit the State's $43.00 portion of applicable licensing fee to DEHS upon receipt of payment.<br>2. The Contractor shall respond to any plans and specifications or HACCP plans submitted within 14 days.<br>a. The Contractor shall review and approve HACCP plans submitted by retail food establishments to verify and ensure that food handling risks are reduced to prevent food-borne illness outbreaks.<br>b. The Contractor shall review all submitted plans for new or extensively remodeled retail food establishments.<br>c. If a HACCP plan or other plan or specification is deemed inadequate, the Contractor shall provide written response to the submitter with a statement describing how such deficiencies may be corrected.<br>3. The Contractor shall hear and determine all complaints against licensees or grantees of certificates of license and administer oaths and issue subpoenas to require the presence of any person necessary to the determination of any such hearing.<br>4. The Contractor shall review all variance requests submitted by retail food establishments and provide a recommendation for approval or denial to be considered by CDPHE.<br>5. The Contractor shall enroll and maintain progress in the US Food and Drug Administration's (FDA) VNRFPS as staffing resources allow. VNRFPS information is available on the following web site: http://www.fda.gov/Food/GuidanceRegulation/RetailFoodProtection/ProgramStandards/default.htm. Progress will include:<br>a. Participation in statewide committees for the development of the State requirements for a particular standard.<br>b. Demonstration of advancement toward compliance with VNRFPS standard number 2 assuring retail food inspectors meet national criteria for appropriate training and education to adequately perform required inspections and interventions.<br>c. Demonstration of advancement toward compliance with VNRFPS standard number 3 assuring inspection focus on critical item risk factors, the correction of documented deficiencies, and assuring the focus of inspections on the highest risk establishments.<br>d. Coordination with the department to facilitate DEHS audits of compliance audits performed as part of VNRFPS.<br>e. Coordination with the department to conduct audits of DEHS for compliance with VNRFPS.<br>6. The Contractor shall use the State inspection form, or a form approved by the State, and mark the compliance status options for all critical violations as in compliance (In), out of compliance (Out), not applicable (NA), or not observed (NO) during each inspection.<br>7. The Contractor shall participate in individual and statewide trainings offered by DEHS for the retail food program or supporting data system(s).<br>8. The Contractor shall participate in the State's data standardization efforts. |
| **Standards and Requirements** | 1. The Contractor shall comply with the *Food Protection Act, C.R.S. 25-4-1601, et.seq*. This document is incorporated and made part of this contract by reference and is available on the following website https://www.colorado.gov/pacific/sites/default/files/DEHS_RetailFd_FoodProtectionAct_RFLaw_25-4-16.pdf<br>2. The Contractor shall comply with the Colorado State Board of Health Rules 6 CCR 1010-2. These documents are incorporated and made part of this contract by reference and is available on the following website http://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=5192<br>3. The Contractor shall complete retail food inspections at a sufficient rate to protect public health and maintain a consistent presence in the community (i.e. approximately 25% of annually required inspections completed per quarter). |

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| | a. If extenuating circumstances, cause the contractor to complete less than 25% of the annually-required number of inspections in a quarter, the Contractor shall notify the State in writing of the extenuating circumstances.<br>b. When the Contractor lacks program budget to provide a staffing level of one full-time equivalent (FTE) devoted to retail food safety for every 320 inspections to be performed, the Contractor shall include such information in their written notification to the State. The Contractor shall use Standard 8 from the 2013 VNRFPS as the basis for calculations in support of this justification. (FTE requirements calculated in accordance with Standard 8 may be compared with funding provided through retail food license revenues and local staffing costs when justifying proportionally appropriate work completion)<br>c. The Contractor shall verify all licensing fees collected are directed towards retail food program activities.<br>4. The Contractor shall have at least one (1) employee that has successfully completed retail food establishment standardization through the DEHS, or have one (1) employee who meets the eligibility requirements (including compliance with VNRFPS standard number 2) for standardization and participates in and successfully completes the standardization exercise when scheduled by DEHS.<br>5. If the Contractor chooses to communicate inspection results to the public, the Contractor shall utilize the State-approved methodology.<br>6. The Contractor shall maintain inspection and compliance records for retail food establishments in a digital database in order for DEHS to determine:<br>a. An accurate and complete inventory of existing retail food establishments;<br>b. The number of inspections conducted;<br>c. Completion rates for required inspections and interventions;<br>d. The number of food-borne illness and critical item violations cited;<br>e. Whether food-borne illness and critical items identified on retail food establishment inspections were corrected;<br>f. Whether the required inspection frequency was met; and<br>g. The number of enforcement actions taken to obtain compliance in retail food establishments.<br>7. DEHS will provide to the Contractor report templates<br>a. semi-annual progress report template<br>b. a quarterly inspection and compliance progess summary template. | |
| **Expected Results of Activity(s)** | Complete inspections and assure regulatory compliance in retail food establishments in proportion with the revenue generated from retail food license fees established by the State so that Contractor can maintain compliance with Title 25, Article 4, Part 16, C.R.S. | |
| **Measurement of Expected Results** | 1. The number of retail food inspections required to be completed by the Contractor during the State fiscal year (based on the State's risk-based inspection scheduling methods or an alternate risk-based methodology approved by the State), and the number of inspections actually completed;<br>2. The number of food-borne illness and critical item violations cited during retail food inspections, and whether these violations were corrected; | |
| | | **Completion Date** |
| **Deliverables** | 1. The Contractor shall submit via email to the Deputy Director of DEHS semi-annual progress reports. | No later than January 31<br>June 20 |

| | | |
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| | 2. The Contractor shall submit via email to the Deputy Director of DEHS an electronic data transfer (EDT) at a minimum of each quarter in accordance with data standardization workgroup protocol, if not using the State's digital database. | No later than October 31<br>January 31<br>April 30<br>June 20 |
| | 3. The Contractor shall submit via email to the Deputy Director of DEHS a quarterly inspection and compliance progress summary, if not using the State's digital database.<br><br>Quarterly reporting may be provided using the Contractor's data system reporting capabilities (i.e. the Contractor can submit "canned" reports with some or all data elements). | No later than October 31<br>January 31<br>April 30<br>June 20 |

**IV. Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Deputy Director of DEHS. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, inspection inventories, inspection reports, site visits, electronic data and joint inspections 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 fifteen **(15)** calendar days of discovery of a compliance issue. Within thirty **(30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the *Deputy Director of DEHS* 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.

# 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 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 first sentence in Section enter section of the original 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>Date: _____ | **By:** _____<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.**

SAMPLE

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

By: _____

Date: _____

SAMPLE