AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Title X Family Planning Grant

Action Requested: Board of County Commissioners' Signature

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

Term Begins: 4/1/2019 **Term Ends:** 12/31/2019 **Grant Contract #:**

Summary:

Partial year grant for Family Planning Services

Fiscal Impact: $40,357

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 2/25/2019

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

Comments:
ok db 2/27/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 2/27/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/1/2019

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

Agenda Date: 3/5/2019

Revised April 2015

CONTRACT AMENDMENT #3

SIGNATURE AND COVER PAGES

State Agency: **Colorado Department Of Public Health and Environment** **4300 Cherry Creek Dr S** **Denver, CO 80246**	Original Contract # **15 FLA 66972** Amendment Contract # **19 FHLA 127710**
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**	CORE Encumbrance # **CT FAAA FHLA 201700000042**
Contract Performance Beginning Date: **July 1, 2014**	Current Contract Expiration Date: **December 31, 2019**

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	CMS Routing #	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Dollar Amount
Original Contract	15 FLA 66972	$50,741.00	$21,732.00	$28,197.00	7/1/14-6/30/15	$100,670.00
GFCL #1	15 FHLA 77314	$0.00	$0.00	$8,565.00	3/2/15-6/30/15	$8,565.00
GFCL #2	16 FHLA 79230	$23,154.50	$10,407.00	$0.00	7/1/15-12/31/15	$33,561.50
GFCL #3	16 FHLA 84201	$0.00	$0.00	$16,380.00	11/1/15-06/30/16	$16,380.00
Amendment # 1	16 FHLA 84913	$23,154.50	$10,406.00	$13,210.00	1/1/16-06/30/16	$46,770.50
GFCL #4	16 FHLA 85931	$0.00	$0.00	$15,852.00	4/1/16-06/30/16	$15,852.00
Option Letter # 1	17 FHLA 86945	$54,451.00	$22,827.00	$0.00	7/1/16-6/30/17	$77,278.00
GFCL #5	17 FHLA 94803	$0.00	$38,639.00	$0.00	10/20/16-6/30/17	$38,639.00
Option Letter #2	18 FHLA99177	$51,598.00	$71,975.00	$0.00	7/1/17-6/30/18	$123,573.00
Option Letter #3	19 FHLA 110391	$0.00	$63,816.00	$0.00	7/1/18-6/30/19	$63,816.00
GFCL #6	19 FHLA 110855	$8,600.00	$0.00	$0.00	7/1/18-8/31/18	$8,600.00
Amendment #2 (CFFP)	19 FHLA 113532	$32,884.00	$0.00	$0.00	11/1/18-3/31/19	$32,884.00
Amendment #2 (STD)	19 FHLA 113532	$0.00	$0.00	$15,212.00	11/1/18-6/30/19	$15,212.00
Amendment #3	19 FHLA 127710	$40,357.00	$0.00	$0.00	4/1/19-12/31/19	$40,357.00
					Current Contract Maximum Amount (Year To Date)	$622,158.00

SIGNATURE AND COVER PAGES

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment 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** _____ By: Print Name & Title Date: _____	**STATE OF COLORADO** Jared S. Polis, Governor **Colorado Department Of Public Health and Environment** Jill Hunsaker Ryan, MPH Executive Director _____ By: Lisa McGovern Director, Procurement and Contracting Section Date: _____
PROGRAM APPROVAL By:_____ Jody Camp, Family Planning Program Unit Manager Date:_____	In accordance with §24-30-202 C.R.S., this 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:_____ David Norris, Controller Amendment Effective Date:_____

1. PARTIES

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Pages for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown under the State Controller Signature. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **April 1, 2019**, whichever is later, and shall terminate on the termination of the Contract.

4. PURPOSE

The Parties entered into the agreement to reduce unintended pregnancy by insuring access to quality reproductive health services to all Coloradans.

The Parties now desire to extend the term, change Exhibit A, Additional Provisions, and to increase funding for the following reason: New FY19 Federal funding award to pay for additional work.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

A. The Contract Maximum Amount is deleted and replaced with the Current Contract Maximum Amount shown on the Signature and Cover Page for this Amendment.

B. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

C. The Amendment and all prior amendments thereto, if any, are modified as follows:

i. The Parties now agree to modify Exhibit: A, Additional Provisions of the agreement. Exhibit A, Additional Provisions is deleted and replaced in its entirety with Revised Exhibit A, Additional Provisions to reflect the changes made over the course of the contract term and to add the FY19 Federal Funding award.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

ADDITIONAL PROVISIONS
To Contract Dated 03/28/2014 - Contract Routing Number 15 FLA 66972
Contract Amendment **#3** Routing Number **19 FHLA 127710**

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

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

2. The United State Department of Health and Human Services ("USDHHS"), through the US Public Health Service ("USPHS") has awarded as of TBD (insert federal award date) anticipated federal funds of TBD (insert total anticipated amount of federal award to CDPHE) under Notice of Cooperative Agreement Award, hereinafter "NCAA", number TBD, to perform the following: contraceptive education and clinical services, preventative health counseling and education services, reproductive health related testing and screening and referrals, training, outreach, client recruitment and community engagement.

   If the underlying Notice of Cooperative Agreement Award "NCAA" authorizes the State to pay all allowable and allocable expenses of a contractor as of the effective date of that NCAA, then the State shall reimburse the Contractor for any allowable and allocable expenses of the Contractor that have been incurred by the Contractor since the proposed effective date of this Contract. If the underlying NCAA does not authorize the State to pay all allowable and allocable expenses of a contractor as of the effective date of that NCAA, then the State shall only reimburse the Contractor for those allowable and allocable expenses of the Contractor that are incurred by the Contractor on or after the effective date of this Contract, with such effective date being the later of the date specified in this Contract or the date the Contract is signed by the State Controller or delegee.

3. To be considered for payment, all Family Planning services must be entered into iCare within **thirty (30)** days of service being performed. Contractors shall only be paid for cases that meet eligibility, performance and data requirements. Contractors shall be reimbursed 1/12th of an annual award on monthly basis. The total contract amount is based on an annual award that was determined by number of clients served in the previous year and total available funds. In addition, Contractor shall be reimbursed an amount pre-determined by CDPHE for the purchase of Long Acting Reversible Contraception (LARC) methods.

   To receive compensation under the Contract, the Contractor shall submit a signed **Monthly** Fee for Service Reimbursement Invoice Form. This form is accessible from https://www.colorado.gov/cdphe/titlex-familyplanning and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Monthly Fee for Service Reimbursement Invoice 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. LARC method purchase must be detailed on the invoice and should be accompanied by evidence of payment, including a receipt or invoice and a financial ledger report that shows the posted expense.

   The Monthly Fee for Service Reimbursement Invoice should be scanned into an electronic document and emailed to cdphe_familyplanning@state.co.us

   To be considered for payment, billings for payments pursuant to this Contract must be received within a reasonable time after the period for which payment is requested, but no later than forty-five (45) calendar days after the relevant performance period has passed. Final billings under this Contract must be received by the State within a reasonable time after the expiration or termination of this Contract; but no later than forty-five (45) calendar days from the effective expiration or termination date of this Contract.

   The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

Sliding Fee Scale: The Contractor's charges for services to clients who are above 100% of poverty level shall be based on a sliding fee scale that takes into account a client's family size and/or individual income and is approved by the State. These charges and the sliding fee scale shall be made available to all clients of the Contractor, the general public, and the State. This document is available on the following website https://www.colorado.gov/cdphe/titlex-familyplanning. Charges shall be based upon the Contractor's actual costs to provide these services as determined by a cost analysis. The Contractor and the State shall review these costs annually. The Contractor shall insure that all clients understand that they will not be denied services because of an inability to pay any of the Contractor's sliding fee charges.

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.

Fiscal and Spending Contract Award: It is important that accurate expenses are reflected in each Contract budget. The Contractor must spend the entire awarded and budgeted amount for services identified in the annual approved project budget. Failure to provide projected services, submit invoices in a timely manner, and/or failure to spend the award at a rate that results in the full award being expended at the end of the program year may result in reduced funds the following year and/or lack of eligibility for mid-year and other additional funding opportunities.

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

5. 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.

6. 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.

7. The list of acronyms attached hereto as **Exhibit C** may be referenced to in **Revised Exhibit A**, **Exhibit B**, and all and any attachments thereof in this Contract.

8. If Contractor indicates full expenditure of funds under this Contract by **March 31 (Federal funds)** and **June 30 (State Funds)** of each grant year and the full expenditure does not occur, CDPHE has the option to reduce current or upcoming Contract by said amount or a percent deemed reasonable by CDPHE. The State will notify the Contractor of the potential need to decrease the current or upcoming budget.

   Upon receipt of timely written notice of an objection by the State for inability to fully expend funds, the Contractor shall have a reasonable period of time not to exceed ten (10) calendar days to respond to the

action. If no dispute is received by the State within ten (10) calendar days, the State has the option to reduce the current budget for the current year and any upcoming budget for future contractual agreements.

9. Contractor shall request prior approval in writing from the State for all modifications in the Statement of Work/Work Plan or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs or $250,000, whichever is less, shall be submitted to CDPHE at least ninety (90) days prior to the end of the contract period and may require an amendment in accordance with *General Provisions*, *Section 5*, of this Contract.

10. Contractor shall only use program income generated from client fee collections and donations for family planning purposes that further the objectives of the legislation under which this Contract is entered into. In accordance with Title X guidelines, the Contractor shall not charge for any Title X required services provided to clients who are at or below 100% of the official poverty line as defined by the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2). If the State receives new poverty guidelines during the term of this Contract, then the State will immediately notify the Contractor. The Contractor shall use these new poverty guidelines, if any, upon receipt of notification thereof from the State.

11. All money received by the Contractor from the State under this Contract shall be used by the Contractor to provide contraceptive services to qualified family planning clients.

12. The State may require forms attached to this Contract and incorporated herein to be updated by the Contractor during the term of this Contract. The State shall notify the Contractor of newly developed forms. Forms are incorporated and made part of this Contract by reference and located on https://www.colorado.gov/pacific/cdphe/title-x-forms.

13. The Contractor agrees to follow the Colorado Constitution and the Title X rules and regulations incorporated and made part of this Contract by reference and available on the following websites:

    a. Title X Legislative Mandates: https://www.hhs.gov/opa/title-x-family-planning/about-title-x-grants/legislative-mandates/index.html

    b. Title X Statutes and Regulations: https://www.hhs.gov/opa/title-x-family-planning/about-title-x-grants/statutes-and-regulations/index.html

    c. Title X Program Guidelines: https://www.hhs.gov/opa/guidelines/program-guidelines/index.html

    d. In accordance with the Colorado Constitution, Article V, Section 50, Contractor agrees that no requests for direct or indirect reimbursement or payment will be submitted for the performance of any induced abortions.

14. Notwithstanding the terms contained in *General Provisions*, Section 9, *Rights in Data, Documents and Computer Software or Other Intellectual Property*, unless otherwise provided for, all data collected or produced or derived exclusively from the Contractor's work under this Contract shall remain the sole property of the State, whether in individual, aggregate, identified or de-identified form or any other form required by the State. To facilitate follow-up, research, surveillance and evaluation, any such data collected, used or acquired shall be made available in any form required by the State, to the State and any other entity designated by the State.

    Any such data collected, used or acquired shall be used solely for the purposes of this Contract. The Contractor agree not to release, divulge, publish, transfer, sell, or otherwise make known any such data to unauthorized persons without the express prior written consent of the State or as otherwise required by law. This includes a prior written request by the Contractor to the State for submission of abstracts or reports to conferences, which utilize data collected under this Contract.

Notwithstanding the foregoing, the Contractor shall be entitled to retain a set of any such data collected or work papers necessary to perform its duties under this Contract and in accordance with professional standards.

15. Notwithstanding the terms contained in *General Provisions*, Section 9, *Rights in Data, Documents and Computer Software or Other Intellectual Property*, or Section 23.i, *General Provisions, Media or Public Announcements*, the State of Colorado, specifically the Department of Public Health and Environment, shall be the owner of all printed materials, graphic representations, educational materials, audio-visual products, or any other media, in whatever form, created under this Contract. This requirement applies, but is not limited to, any brochure, flyer, presentation, billboard, radio spot, website, banner advertisement. The State reserves the right to require logos, or other wording on any material, representation, product or other media form created under this Contract.

    Any material, representation, product or other media form that will use the State's or logo or information must be approved by the State prior to production and distribution. A minimum of ten (10) business days is required for the review and approval process.

16. Contractor agrees to provide services to all Program participants and employees in a smoke-free environment in accordance with Public Law 103-227, also known as "the Pro-Children Act of 1994", (Act). Public Law 103-227 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where Women, Infants and Children (WIC) coupons are redeemed. Failure to comply with the provision of Public Law 103-227 may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By signing this Contract, Contractor certifies that Contractor shall comply with the requirements of the Act and shall not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

17. Notwithstanding the terms contained in the *General Provisions*, Section 10, *Confidential or Proprietary Information*, Contractor shall protect the confidentiality of all applicant or recipient records and other materials that are maintained in accordance with this Contract. Except for purposes directly connected with the administration of this Contract, no information about or obtained from any applicant or recipient shall be disclosed in a form identifiable with the applicant or recipient without the prior written consent of the applicant or recipient, or the parent or legal guardian of a minor applicant or recipient with the exception of information protected by Colorado Statute as it applies to confidentiality for adolescent services in which case the adolescent minor and not the parent or legal guardian must provide consent or as otherwise properly ordered by a court of competent jurisdiction. Contractor shall have written policies governing access, duplication, and dissemination of all such information. Contractor shall advise its employees, agents, servants, and any subcontractors that they are subject to these confidentiality requirements.

18. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Contract, the State shall approve the disposition of all equipment.

19. Contractor shall not use funds provided under this Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R. S.) 24-6-301(3.5)(a).

20. The State may require continued performance for a period of up to 4 years at the same rates and same terms specified in the Contract. If the State exercises the option, it will provide written notice to Contractor at

least 30 days prior to the end of the current Contract term in a form substantially equivalent to **Exhibit D**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original Contract. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed 5 years. (**Note:** 5 years is maximum allowable).

21. The State may increase or decrease the quantity of goods/services described in **Exhibit B** based upon the rates established in the Contract. If the State exercises the option, it will provide written notice to Contractor at least 1 day prior to the end of the current Contract term in a form substantially equivalent to **Exhibit D**. Delivery/performance of the goods/service shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original Contract.

22. Per the private funding source, The Colorado Trust (The Trust) expressly disclaims any obligation to employees or independent contractors hired or engaged by CDPHE to assist CDPHE in carrying out its obligations under the Grant Contract with The Colorado Trust. Employment or engagement of such third parties is referred to in this paragraph as "engagement." If CDPHE elects to engage third parties for such purpose, CDPHE will: (i) notify third parties that their engagement is subject to the terms and conditions of the Grant Contract between CDPHE and The Colorado Trust, particularly the right of The Trust to terminate its obligations under the Grant Contract between CDPHE and The Colorado Trust and discontinue funding; (ii) include the following language in any written agreement rights between CDPHE and any third party: ' third party Contractor hereby acknowledges that CDPHE's rights under this agreement are subject to all the terms and conditions of a Grant Contract with The Colorado Trust.

Commonly Used Acronyms and Abbreviations That May Be Referenced In the Scope of Work:

ACS	American Cancer Society
ACNS	Alamosa County Nursing Service
ACF	Administration for Children and Families
ADA	Americans with Disabilities Act
ADAD	Alcohol and Drug Abuse Division
AHA	American Heart Association
AIDS	Acquired Immune Deficiency Syndrome
ALA	American Lung Association
ALA(C)	American Lung Association (of Colorado)
AMCHP	Association of Maternal Child Health Programs
ANR	Americans for Non-Smokers' Rights
ARC	Addiction Recovery Centers
ARRA	American Recovery and Reinvestment Act
ASC	Adams State College
ASSIST	American Stop Smoking Intervention Study
ASTHO	Association of State and Territorial Health Office
B&G	Boys & Girls
BACCHUS	BACCHUS Peer Education Network
BAG	Build a Generation
BBLHC	Boulder Broomfield Latino Health Coalition
BC	Boulder County
BCCP	Breast and Cervical Cancer Program
BCHD	Bent County Health Dept
BCPH	Boulder County Public Health
BCPHA	Baca County Public Health Agency
BCDSS	Baca County Dept Social Services
BCTEPP	Bent County Tobacco Education Prevention Partnership
BGC	Boys & Girls Club
BGCMD	Boys & Girls of Metro Denver
BHS	Broomfield High School
BMTF	Baby & Me Tobacco Free
BOCES	Board of Cooperative Educational Services
BOH	Board of Health
BRFSS	Behavioral Risk Factor Surveillance System
BVBAG	Buena Vista Build a Generation
BVSD	Boulder Valley School District
Bx	Biopsy
C	Choice
CAD	Coronary Artery Disease
CASB	Colorado Association of School Board
CB	Community-based System
CBE	Clinical Breast Exam
CBO	Community-based Organization
CC	Clear Creek
CC	Custer County
CC	Community Coordination/Coordinator
CCAP	Larimer County Child Care Assistance Program
CCC	Colorado Cancer Coalition
CCCHE	Colorado Community Coalition for health Equity
CCGC	Colorado Clinical Guidelines Collaborative
CCIAA	Colorado Clean Indoor Air Act
CCMC	Colorado Clinical Managed Care Network
CCMC	Commission for Case Manager Certification
CCPD	Cancer, Cardiovascular, and Pulmonary Disease

CCTCI	Colorado Chew Tobacco Collaborative Initiative
CCTEPP	Custer County Tobacco Education Prevention Partnership
CDC	Centers for Disease Control and Prevention
CDE	Colorado Department of Education
CDPHE	Colorado Department of Public Health and Environment
CDU	Chronic Disease Unit
CEC	Career Education Center
CEO	Chief Executive Officer
CFDA	Catalog of Federal Domestic Assistance
CFFC	Colorado Foundation for Families and Children
CFPI	Colorado Family Planning Initiative
CHIN	Community Health Information Network
CICP	Colorado Indigent Care Program
CJD	Colorado Judicial Department
CM	Case Management
CMC	Colorado Mountain College
CMS	Contract Management System
CMS	Creative Media Solutions
CNCC	Colorado Northwestern Community College
CNS	County Nursing Service
CO	Colorado
COD	Colorado Donated Dental Services Program
COPAN	Colorado Physical Activity and Nutrition Program
COV	Colorado Van Program
CPCF	Colorado Parent and Child Foundation
CPHA	Colorado Public Health Association
CPT	Current Procedural Technology
CRC	Colorectal Cancer
CRCCP	Colorectal Cancer Screening Program
CRUE	Culturally Responsive Urban Education
CSAP	Colorado Student Assessment Program
CSH	Coordinated School Health
CSU	Colorado State University
CSU-P	Colorado State University-Pueblo's
CTC	Connect to Care
CTEPA	Colorado Tobacco Education and Prevention Alliance
CTFK	Campaign for Tobacco-Free Kids
CTRP	Colorado Tobacco Research Program
CTP	Crossroads Turning Point
CU	University of Colorado, Boulder
CWCCI	Colorado Women's Cancer Control Initiative
CY	Contract Year
DAISI	Denver At-home Intervention Service Initiative
DASH	Division of Adolescent & School Health (CDC)
DCMH	Delta County Memorial Hospital
DH	Denver Health
DHHA	Denver Health and Hospital Authority
DHS	Department of Human Services
DHHS	Unites States Department of Health and Human Services
DOR	Department of Revenue
DOS	Delta Opportunity School
DSS	Department of Social Services
E&I	Education and Information
EAP	Employee Assistance Program
EBHV	Evidence-Based Home Visiting to Prevent Child Maltreatment Grant Program
ECC	Early childhood council
ECC	Electrocardiogram
ECCLC	Early Childhood Council of Larimer County

ECLC	Early Childhood Leadership Council/Commission
E.D.	Executive Director
EHR	Electronic Health Record
EHS	Early Head Start
EMR	Electronic Medical Record
EMT	Emergency Medical Technicians
EPA	Environmental Protection Agency
EPE	Epidemiology Planning and Evaluation
ESL	English as a Second Language
ETS	Environmental Tobacco Smoke (a.k.a. secondhand smoke)
FIRC	Family and Intercultural Resource Center
FICA	The Federal Insurance Contribution Act
FDA	Food and Drug Administration
FIT/FOBT	Fecal Immunochemical Test/Fecal Occult Blood Test
FNA	Final Needle Aspiration
FPP	Family Planning Program
FPL	Federal Poverty Level
FRCC	Front Range Community College
FTE	Full Time Equivalent
FTP	File Transfer Protocol
FY	Fiscal Year
FYI	Family Youth Initiatives
GASO	Great American Smoke-out
GED	General Education Development
GASP	CO Group to Alleviate Smoking Pollution of Colorado
Get R!EAL (GR)	Resist! Expose Advertising Lies (Youth Empowerment Program)
GLBT	Gay, Lesbian, Bisexual, and Transgender
GYN	Gynecological
HCP	Health Care Program For Children with Special Needs
HCYS	Huerfano County Youth Services
HHS	Health and Human Services
HIPPA	Health Insurance Portability and Accountability Act of 1996
HIPPY	Home Instruction for Parents of Preschool Youngster
HIT	Health Improvement Team
HIV	Human Immunodeficiency Virus
HPV	Human Papillomamavirus
HR	Human Resources
hr	hour
HRSA	Health Resources and Services Administration
HSL	High School Leadership
ID	Identification
IIK	Invest in Kids
ISHT	Interagency School Health Team
IT	Information Technology
JAC	Juvenile Assessment Center
KIS	Keeping in STEPP
KMH	Keefe Memorial Hospital
KPC	Kevin Patrick Caleum
LAHCDHD	Las Animas Huerfano Counties District Health Department
LBW	Low Birth Weight
LC	Learning Community
LGBT	Lesbian, Gay, Bisexual, Transgender
LEM	Latinas en Movimiento
LHA	Local Health Agency
LHD	Local Health Department
LLC	Limited Liability Company
LRCC	Latino Regional Community Coalition
LRPC	Latino a Research and Policy Center

LST	Life Skills Training
LSTPEN	Latino Statewide Tobacco Prevention and Education Netw
LWB	Live Well Broomfield
MCHA	Montezuma Housing Authority
MCHD	Montezuma County Health Department
MCHS	Montezuma-Cortez High School
MCPN	Metro Community Provider Network
MCRC	Media Campaign Resource Center – CDC
MD	Medical Doctor
MHCBBC	Mental Health Center Serving Boulder and Broomfield Counties
MIECHV	Maternal, Infant and Early Childhood Home Visiting Program
MO	Month
MOB	Medical Office Building
MOU	Memorandum of Understanding
MPA	Master of Public Administration in Health and Human Services
MPH	Master of Public Health
MRI	Magnetic Resonance Imaging Scan
MS	Master of Science
MSA	Master Settlement Agreement
MUH	Multi-user Housing
MYAT	Multi-Disciplinary Youth Assessment Team
N/A	Not Applicable
NACCHO	National Association of County and City Health Officials
NACR	Native American Cancer Research
NAQC	North American Quitline Consortium
NASBE	National Association of State Board of Education
NCCRT	National Colorectal Cancer Round Table
NCHD	Northeast Colorado Health Department
NCI	National Cancer Institute
NE	North East
NFP	Nurse-Family Partnership
NFPNSO	Nurse-Family Partnership National Service Office
NHVP	Nurse Home Visitor Program
NIDA	National Institute on Drug Abuse
NIH	National Institute of Health
NJH	National Jewish Medical and Research Center
N-O-T	Not-on-Tobacco, (ALA's Youth Smoking Cessation Program)
NP	Nurse Practitioner
NPP	Nurturing Parenting Program
NRT	Nicotine Replacement Therapy
NSBA	National School Boards Association
OSH	Office on Smoking or Health (CDC)
OTC	Over the Counter
PA	Physician's Assistant
PAC	Prevention Awareness Crew
PACT	Partners Assessing Chew Tobacco
PAT	Parents as Teachers
PCCHD	Pueblo City-County Health Department
PPC	Personal Care Providers
PE	Presumptive Eligibility
PEN	Parent Engagement Network
PVCHC	Peak Vista Community Health Center
PHN	Public Health Nurse
PIO	Public Information Officer
PM	Peer Mentor
PMC	Parkview Medical Center
PMR	Planning Management Region
PN	Patient Navigator

PO	Purchase Order
PPC	Policy Partner Committee
PPFC	Pikes Peak Family Connections
PPN	Prevention Policy Network
PRA	Policy Resource Alliance
PRAMS	Pregnancy Risk Assessment and Monitoring Survey
PRIDE	Pure Respect Initiative Direct Education
PSA	Public Service Announcement
PSD	Prevention Service Division
PTEPP	Pueblo Tobacco Education and Prevention Partnership
PVC	Prairie View Clinic
Q1	Quarter One
Q2	Quarter Two
Q3	Quarter Three
Q4	Quarter Four
QI	Quality Improvement
QOL	Quality of Life
RDAC	Regional Disparities Advisory Council
RFA	Request for Applications
RFP	Request For Proposals
RIE	Reach, Implementation and Effectiveness
RIHEL	Regional Institute for Health and Environment
RMC	Rocky Mountain Center for Health Promotion & Education
RMRH	Rocky Mountain Rural Health
RMYC	Rocky Mountain Youth Corps
RN	Registered Nurse
Rx	Prescription
RY	Reconnecting Youth
SafeCare	
SAMHSA	Substance Abuse Mental Health Services Administration
SB	School-based System
SBAG	Salida Build A Generation
SBHC	School-Based Health Centers
SCYC	School Community Youth Coalition
SCRHC	Southern Colorado Regional Health Collaborative
SD	Service Delivery
SECH	Southeast Colorado Hospital
SEMHS	Southeast Mental Health Services
SES	Socio-Economic Status
SEW	School Employee Wellness
SGR	Surgeon General's Report
SHAC	Smoke-free Housing Action Committee
SHI	School Health Index
SHS	Secondhand Smoke
SIDS	Sudden Infant Death Syndrome
SLV	San Luis Valley
SMART	Staying Motivated at Reducing Temptations
SMART OUTCOME OBJECTIVE	Specific, Measurable, Achievable, Realistic, Time-Bound
SMSU	Self Management Service Unit
SOW	Scope of Work
SRO	School Resource Officer
STD	Sexually Transmitted Disease
STEPP	State Tobacco Education and Prevention Partnership
STW	Straight-to-Work
SVVSD	St. Vrain Valley School District
SWOT	Strengths, Weaknesses, Opportunities, Threats
SYNAR	Synar Regulation
TA	Technical Assistance

TABS	Tobacco Attitudes and Behavior Survey
TAG	Technical Advisory Group (for evaluation & TPEG)
TANF	Temporary Aid to Needy Families
TARP	Tobacco Advocacy and Resource Partnership
TBD	To Be Determine
TCP	Tobacco Control Partners
TDAC	Tobacco Disparities Advisory Council
TDG	Tobacco Disparities Grant
TDS	Tobacco Disparities Subcommittee
TEACH	Teaching Equity to Advance Community Health
TEFAP	The Emergency Food Assistance Program
TEPCGP	Tobacco Education Prevention and Cessation Grant Program
TEPP	Tobacco Education Prevention Partnership
TFCCI	Tobacco-Free Colorado Communities Initiative
TFLC	Tobacco Free Larimer County
TFS	Tobacco-Free Schools
TFS Law	Tobacco-Free Schools Law
TGYS	Tony Grampsas Youth Services
Title V	Title V of the Social Security Act
TND	Project Toward No Drug Abuse
TPEG	Tobacco Program Evaluation Group
TPI	Tobacco Prevention Initiative
TRC	Tobacco Education and Prevention and Cessation Program Review Committee
TRI	Tobacco Rapid Improvement Activity
TRIA	Tobacco Rapid Improvement Assessment
TTI	Tony Grampsas Tobacco Initiative
UCD	University of Colorado – Denver
UCDHSC	Health Sciences Center at UCD (sometimes abr. UCHSC)
UCDHSC	University of Colorado at Denver and Health Sciences Center
URL	Uniform Resource Locator
US	United States of America
USSTC	US Smokeless Tobacco Company
VP	Vice President
Well COA	Wellness Councils of America
WHU	Women's Health Unit
WIC	Women, Infants, Children
WWC	Women's Wellness Connection
Y@C	Youth at Crossroads
YE	Youth Empowerment
YPH	Youth Partnership for Health
Yr	Year
YRBS	Youth Risk Behavior Survey
YSAP	Youth Substance Abuse Prevention Coalition
YTS	Youth Tobacco Survey
YVMC	Yampa Valley Medical Center
5 A's	Ask, Advise, Assess, Assist, Arrange
2A's R	Ask, Advise, Refer

EXHIBIT D

OPTION LETTER #: Click here to enter text.

State Agency : **Colorado Department Of Public Health and Environment** **4300 Cherry Creek Dr S** **Denver, CO 80246**	Original Contract # **Click here to enter text.**
Contractor (Name and Address) **Click here to enter text.**	Option Contract Number **Click here to enter text.**
Contract Performance Beginning Date : **Click here to enter a date.**	Current Contract Expiration Date : **Click here to enter a date.**

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	CMS Routing #	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
OL #1						$
Original						$
					Current Contract Maximum Amount (YTD)	$

1) **OPTIONS**
   - **A.** Option to extend for an Extension Term
   - **B.** Option to change quantity of goods under the Contract
   - **C.** Option to change quantity of services under the Contract
   - **D.** Option to change Contract rates
   - **E.** Option to initiate next phase of Contract

2) **REQUIRED PROVISIONS**:

A. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option for an additional term, beginning **Click here to enter a date.** and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. In accordance with Section(s) Click here to enter text. of the Original Contract referenced above, the State hereby exercises its option to **Choose an item.** the quantity of **Choose an item.** at the rates stated in the Original Contract as amended for the following reason: **Click here to enter text.**.

C. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option to modify the Contract rates specified in **Click here to enter text.** for the following reason: **Click here to enter text.**. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above, the State hereby exercise its option to initiate Phase **Click here to enter text.**, which shall begin on **Click here to enter a date.** and end on **Click here to enter a date.** at the cost/price specified in Section **Click here to enter text.**.

E. The Contract Maximum Amount table is deleted and replace with the Current Contract Maximum Amount Maximum Amount table shown above.

3) **OPTION EFFECTIVE DATE:**

A. The effective date of this Option Letter is upon approval of the State Controller or **Click here to enter a date.** whichever is later.

SAMPLE

EXHIBIT D

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

SAMPLE