AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract; Colorado Department of Public Health & E

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Contract with CDPHE for Health & Human Services for Family Planning.

Fiscal Impact:

Submitted by: Liz Mense **Submitter's Email Address:** EMense@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, renewal for Family Planning and included in 2020 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/29/2020

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

Comments:
ok db 5/29/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 5/29/2020 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/29/2020

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

Agenda Date: 6/2/2020

Revised April 2015

COLORADO
Department of Public Health & Environment

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DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CONTRACT ROUTING NO. 2021*0273

APPROVED TASK ORDER CONTRACT – WAIVER #154

This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 13 FAAA 00023.

STATE:
State of Colorado for the use & benefit of the
Department of Public Health and Environment
Prevention Services Division
Family Planning Unit
4300 Cherry Creek Drive South
Denver, Colorado 80246

CONTRACTOR:
Board of County Commissioners of Gunnison County
(a political subdivision of the state of Colorado)
200 East Virginia Avenue
Gunnison, Colorado 81230-2297
For the use and benefit of the Gunnison County Department of Public Health and Human Services
225 North Pine Street, Suite E
Gunnison, CO 81230-2333

CONTRACTOR DUNS: 133115220

CONTRACTOR ENTITY TYPE:
Political Subdivision

CONTRACT MADE DATE: 5/19/20

BILLING STATEMENTS RECEIVED:
Monthly

TERM:
This contract shall be effective upon approval by the State Controller, or designee, or on 07/01/2020, whichever is later. The contract shall end on 06/30/2021.

STATUTORY AUTHORITY: C.R.S. 25-6-103

CLASSIFICATION: Subrecipient

CONTRACT PRICE NOT TO EXCEED: $100,945.00

FEDERAL FUNDING DOLLARS: $56,415.00

STATE FUNDING DOLLARS: $44,530.00

OTHER FUNDING DOLLARS:

Specify "Other":

PROCUREMENT METHOD:
RFA 29606

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

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY21: $100,945.00

LAW SPECIFIED VENDOR STATUTE:
N/A

STATE REPRESENTATIVE:
Jody Camp
Section Manager
Family Planning Unit
Prevention Services Division
4300 Cherry Creek Drive South, A5
Denver, CO 80246

PRICE STRUCTURE: Cost Reimbursement

CONTRACTOR REPRESENTATIVE:
Joni Reynolds
Gunnison County
200 E. Virginia Ave.
Gunnison, CO 81230-2333

PROJECT DESCRIPTION:
To reduce unintended pregnancy by insuring access to quality reproductive health services to all Coloradans.

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EXHIBITS:

The following exhibits are hereby incorporated:

Exhibit A -	Additional Provisions
Exhibit B -	Statement of Work
Exhibit C -	Option Letter
Exhibit D -	Federal Provisions - The Colorado Family Planning Program

GENERAL PROVISIONS

The following clauses apply to this Task Order Contract. These general clauses may have been expanded upon or made more specific in some instances in exhibits to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control.

1. This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract including, but not limited to, Exhibit One thereto. The total term of this Task Order Contract, including any renewals or extensions, may not exceed five (5) years. The parties intend and agree that all work shall be performed according to the standards, terms and conditions set forth in the Master Contract.

2. In accordance with section 24-30-202(1), C.R.S., as amended, this Task Order Contract is not valid until it has been approved by the State Controller, or an authorized delegee thereof. The Contractor is not authorized to, and shall not; commence performance under this Task Order Contract until this Task Order Contract has been approved by the State Controller or delegee. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Task Order Contract. If the State Controller approves this Task Order Contract on or before its proposed effective date, then the Contractor shall commence performance under this Task Order Contract on the proposed effective date. If the State Controller approves this Task Order Contract after its proposed effective date, then the Contractor shall only commence performance under this Task Order Contract on that later date. The initial term of this Task Order Contract shall continue through and including the date specified on page one of this Task Order Contract, unless sooner terminated by the parties pursuant to the terms and conditions of this Task Order Contract and/or the Master Contract. Contractor's commencement of performance under this Task Order Contract shall be deemed acceptance of the terms and conditions of this Task Order Contract.

3. The Master Contract and its exhibits and/or attachments are incorporated herein by this reference and made a part hereof as if fully set forth herein. Unless otherwise stated, all exhibits and/or attachments to this Task Order Contract are incorporated herein and made a part of this Task Order Contract. Unless otherwise stated, the terms of this Task Order Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between the Master Contract and this Task Order Contract (including its exhibits

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and/or attachments), or between this Task Order Contract and its exhibits and/or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of the Master Contract; 2) the Master Contract (other than the Special Provisions) and its exhibits and attachments in the order specified in the Master Contract; 3) this Task Order Contract; 4) the Additional Provisions - **Exhibit A**, and its attachments if included, to this Task Order Contract; 5) the Scope/Statement of Work - **Exhibit B**, and its attachments if included, to this Task Order Contract; 6) other exhibits/attachments to this Task Order Contract in their order of appearance.

4. The Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the Statement of Work and Budget, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**".

5. The State, with the concurrence of the Contractor, may, among other things, prospectively renew or extend the term of this Task Order Contract, subject to the limitations set forth in the Master Contract, increase or decrease the amount payable under this Task Order Contract, or add to, delete from, and/or modify this Task Order Contract's Statement of Work through a contract amendment. To be effective, the amendment must be signed by the State and the Contractor, and be approved by the State Controller or an authorized delegate thereof. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Task Order Contract on the effective date of such change as if fully set forth herein.

6. The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Task Order Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work - Exhibit B, establishes or creates standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Task Order Contract.

7. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is $100,000 or higher]*

   By entering into this Task Order Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

   Contractor's performance shall be evaluated in accordance with the terms and conditions of this Task Order Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Task Order Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Task Order Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Task Order Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

   Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and

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prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

8. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

SIGNATURE PAGE
Contract Routing Number: 2021*0273

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR Board of County Commissioners of Gunnison County for the use and benefit of the Gunnison County Department of Public Health and Human Services	**STATE OF COLORADO** **Jared S. Polis, Governor** Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
_____ By: Signature	_____ By: Signature
_____ Name of Person Signing for Contractor	_____ Name of Executive Director Delegate
_____ Title of Person Signing for Contractor	_____ Title of Executive Director Delegate
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Signature

_____
Name of State Controller Delegate

_____
Title of State Controller Delegate

Contract Effective Date:_____

-- Signature Page End --

EXHIBIT A

ADDITIONAL PROVISIONS
To Original Contract Routing Number 2021*0273

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

1. 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. The total contract amount is based on an annual award that was determined by number of clients served in the most recent calendar year and total available funds.

   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/pacific/cdphe/standardized-invoice-form-and-links and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE 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.

   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.

   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 ensure 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: 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.

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

3. 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.

4. If Contractor indicates full expenditure of funds under this Contract by **March 31st** 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. If the Contractor indicates at a later date than **March 31st** of each grant year an expectation of surplus of funds or inability to fully expend said funds for unforeseen circumstances that Contractor had not anticipated by **March 31st** CDPHE will reallocate unspent funds without any penalties to the Contractor.

   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.

5. 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.

6. 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.

7. 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.

8. The Contractor agrees to follow the State Funds Only Clinical and Administrative Family Planning Program Manuals, incorporated and made part of this Contract by reference and available on the following website: https://www.colorado.gov/pacific/cdphe/titlex-manuals.

9. In accordance with the Colorado Constitution, Article V, Section 50, Contractor agrees not to make requests for direct or indirect funding for the performance of any induced abortions, and no such payments will be made by the State..

10. The Contractor agrees to follow the Federal, 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 Requirements: https://www.hhs.gov/opa/guidelines/program-guidelines/program-requirements/index.html

d. Title X Program Guidelines: https://www.hhs.gov/opa/guidelines/index.html

11. Notwithstanding the terms contained in ***Section 10*, *Insurance*, of this Contract**, the parties agree to add the following language to the end of Section 10:

    j. The Contractor agrees to maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of $1,000,000 per occurrence and $1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to this Contract. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Contract and for at least two (2) years beyond the completion and acceptance of the work under this Contract, or, alternatively, a two (2) year extended reporting period must be purchased.

12. Notwithstanding the terms contained in *Section 16*, *Rights in Work Product and Other Information*, 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.

13. Notwithstanding the terms contained in Section 16*, Rights in Work Product and Other Information*, 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.

14. Notwithstanding the terms contained in the Section 16, *Rights in Work Product and Other 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

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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.

15. 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.

16. 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).

17. The State may require continued performance 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 C**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original Contract.

18. 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 C**. 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.

19. The CDPHE Family Planning Program cannot be the sole funder of any family planning program. The Contractor shall show a financial contribution of funds from either local, regional, grant, patient, Medicaid, or other third party revenue.

20. The Contractor shall comply with all applicable State regulations when using the State funds contained in this Contract to fulfill the Statement of Work.

    a. Contractor shall uphold the Colorado State regulation (Colo. Rev. Stat. § 13-22-105) that all adolescents, regardless of age must be allowed services and may consent for their own visits. Service provision cannot be conditioned on parental consent or notification.
    b. The Contractor shall embed the program policy and guidelines, featured in the CDPHE Family Planning Administrative and Clinical Manuals, into all subcontractor memorandums of understanding, contracts and interagency agreements.

21. 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.

22. 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

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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.

EXHIBIT B

STATEMENT OF WORK
To Original Contract Number 2021*0273

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

I. Entity Name: Board of County Commissioners of Gunnison County

II. Project Description:
This project serves to reduce unintended pregnancy by ensuring access to quality reproductive health services to all Coloradans. The CDPHE FPP helped to drive a 50 percent reduction in teen births and abortions, and empowered thousands of people to make their own choices on when or whether to start a family. Priority is given to clients with incomes that are at or below 250% of Federal Poverty Level. Services include, but are not limited to, contraceptive services, preventative health counseling and education services, reproductive health related testing, and screening and referrals.

III. Definitions:

1. **CDPHE**: Colorado Department of Public Health and Environment
2. **FPL**: Federal Poverty Level
3. **FPP**: CDPHE's Family Planning Program
4. **High Need Populations**: Hard to reach and/or vulnerable populations including but not limited to low- income, adolescents, homeless, men who have sex with men, LGBTQ+, and more.
5. **WIC**: Special Supplemental Program for Women, Infants and Children

IV. Work Plan:

Goal #1: Reduce unintended pregnancy by promoting access to quality reproductive health services to all Coloradans	
Objective #1: Provide comprehensive reproductive and sexual health services to Coloradans.	
Primary Activity #1	The Contractor shall provide ongoing clinical services to family planning clients.
Sub-Activities #1	1. The Contractor shall provide nursing and medical services. 2. The Contractor shall provide family planning education. 3. The Contractor shall provide a broad range of FDA-approved contraceptives and contraceptive information, including: a. Long acting reversible methods of contraception such as intrauterine contraceptive devices and contraceptive implants. b. A minimum of one (1) hormonal intrauterine device; c. A minimum of one (1) non-hormonal intrauterine device; and d. A minimum of one (1) implant. 4. The Contractor shall provide education and counseling services regarding: a. family planning; b. family planning methods; c. child spacing; d. infertility;

	e. sterilization; f. nutrition; g. sexually transmitted diseases; h. HIV/AIDS; i. adolescent counseling; and j. other related health issues outlined in the CDPHE FPP Clinical and Administrative Manuals. 5. The Contractor shall provide clinical follow-up and referral services, as requested by the patient.
Primary Activity #2	The Contractor shall provide services to high need populations.
Sub-Activities #2	1. The Contractor shall update the annual sliding fee scale with most recent Poverty Guidelines, using a cost setting model that is approved by CDPHE annually. 2. The Contractor shall annually provide outreach services to at least one (1) organization designed to improve client recruitment, strengthen existing relationships or create new linkages. 3. The Contractor shall host a minimum of one (1) community educational presentation on a family planning- related topic, annually, as described in the CDPHE State and Federal Funding Family Planning Administrative Manual. 4. The Contractor shall host an Information and Education Committee in the local Community a minimum of one (1) time annually, using the I & E Committee guidelines as referenced in the CDPHE State and Federal Funding Administrative Manual as a guide for committee work. 5. The Contractor shall host a minimum of one (1) Advisory Committee meeting annually, as described in the CDPHE State and Federal Funding Family Planning Administrative Manual. 6. The Contractor shall conduct a minimum of one (1) Customer Satisfaction Survey during the contract period, as described in the CDPHE State and Federal Family Planning Administrative Manual.
Primary Activity #3	The Contractor shall maintain personnel to implement the CDPHE Family Planning Program.
Sub-Activities #3	1. The Contractor shall comply with CDPHE Family Planning Program annual site visits, as described in the CDPHE State and Federal Funding Administrative and Clinical Manuals. 2. The Contractor shall incorporate clinical business activities that include: a. Increasing organizational fiscal resources through insurance and Medicaid contracting and reimbursement; b. Revenue management activities that ensure billing and full clinical reimbursements are realized; c. Infrastructure improvements to attract new clients and retain current clients; and; d. Other CDPHE approved activities. 3. The Contractor shall attend CDPHE required meetings.

Primary Activity #4	The Contractor shall compile patient data regarding the family planning program.
Sub-Activities #4	1. The Contract shall input patient-level, clinical visit data into the CDPHE family planning data base on a monthly basis. 2. The Contractor shall compile additional data, outside of the data base, as defined in the CDPHE Clinical Manual. 3. The Contract shall collect data in the family planning program quarterly progress reports.
Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall include in all nursing and medical services a comprehensive health, social history, and physical examination administered in accordance with all applicable Colorado FPP regulations, and all applicable nursing- medical policies or procedures, which have been or may be established by the CDPHE Health Services and Connections Branch. 3. The Contractor shall provide nursing and medical services through telehealth, telephone, texting, and face-to-face visits. 4. The Contractor shall adhere to the CDPHE State and Federal Family Planning Administrative Manual. This manual is incorporated and made part of this contract by reference, and is available at the following website: https://www.colorado.gov/pacific/cdphe/titlex-manuals 5. The Contractor shall not charge for any family planning services provided to patients with incomes at or below 100% of the FPL, as defined by the Office of Management and Budget (OMB). 6. The Contractor shall charge for services to patients with incomes at 101-250% FPL based on the CDPHE-approved sliding fee scale model. The Contractor shall not deny services based on the patient's inability to pay any of the contractors' sliding fees. 7. The Contractor shall provide all documents or materials requiring CDPHE approval a minimum of ten (10) business days prior to needed approval. 8. The Contractor shall have, at the minimum, the Contractor's family planning coordinator participate in CDPHE required meetings, such as the annual Post-Award Meeting, and a minimum of two (2) required topical training presentations such as Human Trafficking, HIV, etc. These required training sessions shall be held electronically and recorded. If the coordinator cannot attend the webinar "live", then the recording should be reviewed within 30-days of event. 9. CDPHE will notify the Contractor of the date and content of required meetings and trainings. 10. The Contractors shall offer family planning clients printed resource and referral materials that direct them to the nearest community Medicaid and Connect for Health Colorado enrollment location(s), including online enrollment options.

a. Printed resource and referral materials for Medicaid and Connect for Health Colorado enrollment shall be available for clients with Limited English Proficiency (LEP). Contractors that routinely offer enrollment services on- site are exempt from this requirement because the services provided go beyond this minimum requirement.

b. Information on enrollment resources, referral locations, LEP and outreach and promotional materials are available at https://www.colorado.gov/cdphe/family- planning, which is incorporated and made a part of this contract by reference.

11. The CDPHE family planning data base is incorporated and made part of this contract by reference, and is available at the following website: https://www.healthinformatics.dphe.state.co.us/

12. The Contractor shall use the CDPHE provided template for the quarterly progress reports. That template is incorporated and made part of this Contract by reference and is available at the following website: https://drive.google.com/drive/folders/19bwYO4AAVbzhWpfTO871ETn8O27g7jKg

13. The Contractor shall process all required clinical laboratory tests, using a cytology laboratory chosen by the State or a laboratory proposed by the Contractor and approved by the FPP.

14. The Contractor shall prioritize and care for low income clients, that are at 100% of Federal Poverty Level and below, and adolescent clients, that are 19 years of age or younger.

15. The Contractor shall follow personnel requirements as specified in most recent CDPHE FPP State and Federal Funding Clinical and Administrative Manual. Professional health care providers must be in compliance with State and Federal licensing requirements and regulations.

16. The Contractor shall require any new family planning coordinator or fiscal staff working on Family Planning Program services to participate in the CDPHE Post-Award Meeting (program and fiscal orientation) within forty-five (45) days of employment.

17. The Contractor shall submit deliverables, unless otherwise directed, to the Family Planning Coordinator via email (cdphe_familyplanning@state.co.us).

EXHIBIT B

Expected Results of Activity(s)	1. The increased delivery of quality family planning services to Coloradans and 2. The reduction of unintended pregnancies within the state.	
Measurement of Expected Results	1. Quarterly progress reports. 2. Number of patients served through the family planning data base.	
		Completion Date
Deliverables	1. The Contractor shall submit any subcontract or any memorandum of understanding pertaining to this contract.	No later than 14 days after the effective date of this contract or 30 days after a change in subcontract.
	3. The Contractor shall submit quarterly progress reports.	No later than 30 days after the end of October, January, April, and July, annually

V. Monitoring:

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

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within **thirty (30)** calendar days of discovery of a compliance issue. Within **forty-five (45)** 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 FPP Unit Manager 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.

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EXHIBIT C

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	Contract 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.

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EXHIBIT C

PROGRAM APPROVAL	STATE OF COLORADO Jared S. Polis, Governor Department of Public Health and Environment Jill Hunsaker Ryan MPH, Executive Director
By:_____ _ Date:_____	_____ _ By: Lisa McGovern, Purchasing & Contracts Section Director, CDPHE 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

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Exhibit D

Federal Provisions - The Colorado Family Planning Program

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) **Federal Award Identification.**

a. Subrecipient: Board of County Commissioners of Gunnison County
b. Subrecipient DUNS number: 133115220
c. The Federal Award Identification Number (FAIN) is FPHPA006465.
d. The Federal award date is 03/18/2020.
e. The subaward period of performance start date is 04/01/2019 and end date is 03/31/2022.
f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
4/1/2020 - 3/31/2021	$8,756,400.00	$4,378,200.00

g. Federal award title of project or program: The Colorado Family Planning Program.
h. The name of the Federal awarding agency is: **DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC HEALTH SERVICE** and the contact information for the awarding official is Ms. Alissa Harvey 1101 Wootton Pkwy Ste 200 Rockville, MD 20852-1074 Phone: 2404536012; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Ms. Jody Camp 4300 CHERRY CREEK SOUTH DR DENVER, CO 80246-1523 Phone: 303-692-2301.
i. The Catalog of Federal Domestic Assistance (CFDA) number is **93.217** and the grant name is Family Planning Services.
j. This award is not for research & development.
k. Subrecipient is not required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
10) **Single Audit Requirements.** If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
11) **Contract Provisions**. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:

a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").

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d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
e. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
f. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
k. if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide

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written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.

15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END