# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Contract Amendment No. 4; CDPHE

**Action Requested:**

**Parties to the Agreement:**

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

**Summary:**

Continuation of local Public Health Contract for Maternal Child Health

**Fiscal Impact:**

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

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

Comments:
No concerns, on-going and included in the 2020 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/18/2020

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

Comments:
ok db 6/18/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/18/2020 Certificate of Insurance Required

Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\emense Discharge Date: 6/19/2020

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

Agenda Date: 6/23/2020

*Revised April 2015*

# CONTRACT AMENDMENT 2019*0246 Amendment #4

| | |
|---|---|
| State Agency:<br>**Colorado Department Of Public Health and Environment**<br>**4300 Cherry Creek Drive South**<br>**Denver, Colorado 80246** | Original Contract Number:<br>**18 FAAA 97464** |
| Contractor:<br>**Board of County Commissioners of Gunnison County**<br>**(a political subdivision of the state of Colorado)**<br>**200 East Virginia Avenue**<br>**Gunnison, Colorado 81230-2297**<br>**for the use and benefit of the**<br>**Gunnison County Department of Health and Human Services**<br>**225 North Pine Street, Suite E**<br>**Gunnison, Colorado 81230-2333** | Amendment Contract Number:<br>**2019*0246 Amendment #4** |
| Contract Performance Beginning Date:<br>**The later of the Effective date or July 1, 2017** | Current Contract Expiration Date:<br>**June 30, 2021** |

**CONTRACT MAXIMUM AMOUNT TABLE**

| Document Type | Contract Number | Federal Funding Amount | State Funding Amount | Other Funding Amount | Term (dates) | Total |
|---|---|---|---|---|---|---|
| Original Contract | 18 FAAA 97464 | $15,726.00 | $58,608.37 | $0.00 | 07/01/2017 - 06/30/2018 | $74,334.37 |
| Amendment #1 | 19 FAAA 107448 | $15,726.00 | $58,814.00 | $0.00 | 07/01/2018 - 06/30/2019 | $74,540.00 |
| Amendment #2 | 2019*0246 Amendment #2 | $15,726.00 | $59,425.00 | $0.00 | 07/1/2019 - 06/30/2020 | $75,151.00 |
| Amendment #3 | 2019*0246 Amendment #3 | $0.00 | $4,704.34 | $0.00 | 11/1/2019 - 06/30/2020 | $4,704.34 |
| Amendment #4 | 2019*0246 Amendment #4 | $15,726.00 | $57,708.00 | $0.00 | 07/01/2020 - 06/30/2021 | $73,434.00 |
| | | | | | **Current Contract Maximum Cumulative Amount** | $302,163.71 |

| CONTRACTOR | STATE OF COLORADO |
|---|---|
| Board of County Commissioners of Gunnison County<br>(a political subdivision of the state of Colorado)<br>for the use and benefit of the<br>Gunnison County Department of Health and Human Services<br><br>_____<br>By: Signature<br><br>_____<br>Name of Person Signing for Contractor<br><br>_____<br>Title of Person Signing for Contractor<br><br>Date: _____ | **Jared S. Polis, Governor**<br>Colorado Department of Public Health and Environment<br>Jill Hunsaker Ryan, MPH, Executive Director<br><br>_____<br>By: Lisa McGovern,<br>Procurement and Contracting Section Director<br><br>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: Travis Yoder, Controller

Amendment Effective Date:_____

DocuSign Envelope ID: 8838C4CF-01B1-4DAD-8204-991E1EDC2CEB

## 1. PARTIES

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page 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 **July 1, 2020**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2021**, whichever is earlier.

## 4. PURPOSE

The Parties entered into the agreement to Provide support for public health services, as established by the State Board of Health pursuant to §25-1-503(1 ), C.R.S. and in accordance with Section §25-1-512 C.R.S. and Section §24-75.1104.5 (1.5) (a) (IV) C.R.S. The district public health agency shall participate in assessment and planning efforts at the state, regional, and local level facilitated by the Office of Planning of Pai1nerships. These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health.

The Parties now desire to update the statement of work, renew for an additional term and change current Contract Maximum Total for the following reason: To remove the training allowance from the Child Fatality portion of the Statement of Work in favor of processing the funding in an easier manner in the future. To update the Child Fatality deliverables to coincide with the removal of the training allowance.

## 5. MODIFICATIONS

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

A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table 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 Parties now agree to modify Exhibit F, Additional Provisions. Exhibit F, Sections 1, 2, and 3 of the Additional Provisions, is deleted and replaced in its entirety with Exhibit L, Federal Provisions, attached to this Amendment, for the following reason: To reflect changes to the federal award identification information.

D. The Parties now agree to modify Exhibit J, Statement of Work, of the agreement. Exhibit, J, is deleted and replaced in its entirety with Exhibit, J, attached to this Amendment for the following reason: To reflect changes of removing Child Fatality Training travel reimbursement within the contract, and removal of Child Fatality Deliverable that required the Training travel.

E. The Parties now agree to modify Exhibit K, Budget, of the agreement. Exhibit, K, is deleted and replaced in its entirety with Exhibit, K, attached to this Amendment for the following reason: To reflect new funding amounts for FY21 fiscal year.

## 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.

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**Exhibit L**

Federal Provisions - Maternal and Child Health Services

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: Gunnison County Department of Health and Human Services
b. Subrecipient DUNS number: 878208826
c. The Federal Award Identification Number (FAIN) is 1 B04MC33825-01-00.
d. The Federal award date is 10/21/2019.
e. The subaward period of performance start date is 10/1/2019 and end date is 9/30/2021.
f. Federal Funds:

| Federal Budget Period | Total Amount of Federal Funds Awarded | Amount of Federal Funds Obligated to CDPHE |
|---|---|---|
| 10/1/2019 - 9/30/2021 | $1,043,997.00 | $1,043,997.00 |

g. Federal award title of project or program: Maternal and Child Health Services.
h. The name of the Federal awarding agency is: **United States Department of Health and Human Services Health Resources and Services Administration** and the contact information for the awarding official is Leon Harrison, lharrison@hrsa.gov, (301) 443-5809; 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 Risa Friedman, risa.friedman@state.co.us.
i. The Catalog of Federal Domestic Assistance (CFDA) number is **93.994** and the grant name is Maternal and Child Health 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.

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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,

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"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").

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).

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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 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

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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

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## 4. PURPOSE

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D. The Parties now agree to modify Exhibit J, Statement of Work, of the agreement. Exhibit, J, is deleted and replaced in its entirety with Exhibit, J, attached to this Amendment for the following reason: To reflect changes of removing Child Fatality Training travel reimbursement within the contract, and removal of Child Fatality Deliverable that required the Training travel.

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## 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.

**EXHIBIT J**

STATEMENT OF WORK
To Task Order - Contract Routing Number 18 FAAA 97464
Routing Number 2019*0246 Amendment #4

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

I. **Project Description:**

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

II. **Definitions:**

1. CDPHE: Colorado Department of Public Health and Environment
2. CDS: CYSHCN Data System
3. CFPS: Child Fatality Prevention System
4. CRS: Case Reporting System
5. CYSHCN: Children and Youth with Special Health Care Needs
6. FTP: File Transfer Protocol
7. HCP: Program for Children and Youth with Special Health Care Needs
8. MCH: Maternal and Child Health
9. SUID: Sudden Unexpected Infant Death

III. **Work Plan:**

**A. Local Core Public Health Services**

| | |
|---|---|
| **Goal #1:** Strengthen Colorado's public health system by ensuring core public health services are available statewide. | |
| **Objective #1:** No later than the expiration of the contract, the contractor shall provide support for Core Public Health Services. | |
| **Primary Activity #1** | The Contractor shall provide or assure the provision Core Public Health Services within their jurisdiction. |
| **Sub-Activities #1** | 1. The Contractor shall comply with the *Core Public Health Services Rule 6 CCR 1014-7* and Colorado State Board of Health Rules 6 CCR 1010-7, 6 CCR 1010-6. These documents are incorporated and made part of this contract by reference and is available on the following website http://www.sos.state.co.us/CCR/NumericalDeptList.do. |
| **Primary Activity #2** | The Contractor shall prepare reports. |
| **Sub-Activities #2** | 1. The Contractor shall prepare at least four (4) compliance progress summaries.<br>2. The Contractor shall prepare an annual report. |
| | |
| **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. CDPHE will send notification when updates are made.<br><br>2. The Contractor shall participate in assessment and planning efforts at the state, regional and local level facilitated by the Office of Planning, Partnerships and Improvement.The Contractor shall utilize the Colorado Health Assessment and Planning System (CHAPS) guidance as a technical assistance resource for all activities. These efforts shall assist in defining the core services delivery appropriate to meet local needs and in identifying |

| | |
|---|---|
| | strategies to improve local health outcomes.This information is located on the CDPHE local public health and environmental resources website https://www.colorado.gov/cdphe-lpha and is incorporated and made part of this contract by reference.<br><br>3. The Contractor shall be guided by *Colorado Minimum Quality Standards for Public Health Services 6CCR 1014-9*. This document is incorporated and made part of this contract by reference and is available on the following website: http://www.sos.state.co.us/CCR/Welcome.do.<br><br>4. The Contractor shall conduct or assure that regulatory inspections and regulatory compliance for schools and child care facilities in accordance with state laws, regulations and standards are completed. This information is located on the CDPHE Division of Environmental Health and Sustainability website https://www.colorado.gov/cdphe-lpha and is incorporated and made part of this contract by reference.<br><br>5. The Contractor shall contribute funding for its local health services as determined necessary by the Contractor to meet their local health needs.<br><br>6. CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided or assured. |
| | |
| **Expected Results of Activity(s)** | Increase or maintain core public health services within the Contractor's jurisdiction to meet local needs.<br><br>Complete inspections and assure regulatory compliance in child care facilities and schools in proportion with the resources and funding available to each of these programs. |
| **Measurement of Expected Results** | 1. Data provided in the Contractor annual report provides evidence of the services provided or assured through another local public health agency and how these core services are funded. Additional data is provided at the program level to CDPHE.<br><br>2. School and child care inspection data is provided in the Contractor's quarterly inspection data and compliance progress summary via email provides evidence of the services provided or assured. |

| | | **Completion Date** |
|---|---|---|
| **Deliverables** | 1. The Contractor shall submit an annual report electronically to the Administrative Manager in a format provided by the Office of Planning, Partnerships and Improvement.<br><br>2. If not using the State's digital database, the Contractor shall submit a quarterly inspection data and compliance progress summary via email in a format provided by the Division of Environmental Health and Sustainability (DEHS). | No later than April 30<br><br>No later than October 31, January 31, April 30, and June 30 |

**B. Maternal and Child Health Services**

| | |
|---|---|
| **Goal #1:** Optimize the health and well-being of mothers and children by employing primary prevention and early intervention public health strategies. | |
| **Objective #1:** No later than the expiration of the contract, the Contractor shall identify and address maternal and child health needs within their county jurisdiction to improve the health and well-being of mothers and children. | |
| **Primary Activity #1** | The Contractor shall implement evidence-based strategies to improve maternal and child health. |

| | |
|---|---|
| **Sub-Activities #1** | 1. The Contractor shall select one or more of the identified MCH priorities on which to focus.<br>2. The Contractor shall complete the electronic MCH and HCP Annual Report and Planning Form, including identification of selected priority(ies) and strategy(ies) to be implemented.<br>3. The Contractor shall meet with internal partners to identify ongoing areas of alignment between MCH and local public health improvement plan strategies, with the goal of accelerating the achievement of mutual objectives.<br>4. The Contractor shall implement activities to impact the MCH priority indicated on the electronic MCH and HCP Annual Report and Planning Form.<br>5. Contractors receiving less than $40,000 in MCH funding shall participate in a minimum of two progress check in calls with their MCH Consultant. Contractors receiving more than $40,000 in MCH funding shall participate in a minimum of two progress check in calls and participate in an additional consultation opportunity with their MCH consultant.<br>6. The Contractor shall complete the MCH portion of the Office of Planning, Partnerships, and Improvement's Local Planning and Support Annual Report. |
| | |
| **Primary Activity #2** | The Contractor shall provide information and resources for community partners and families of children and/or youth with special health care needs, within their agreed upon jurisdiction. |
| | |
| **Primary Activity #3** | The Contractors receiving less than $40,000 and selecting HCP on their electronic MCH and HCP Annual Report and Planning Form, or Contractors receiving greater than $40,000 in MCH Block Grant Funding, shall implement HCP, a Program for Children and Youth with Special Health Care Needs, within their agreed upon jurisdiction. |
| **Sub-Activities #3** | 1. The Contractor shall conduct outreach to community organizations to establish connections and strengthen referral systems with HCP.<br>2. The Contractor shall provide the HCP model of care coordination as outlined in the HCP policies and guidelines.<br>3. Contractors receiving greater than $40,000 in MCH funding shall participate in HCP statewide meetings via webinar every other month as scheduled.<br>4. The Contractor shall participate in a progress check-in call with their HCP consultant to review their annual electronic MCH and HCP Annual Report and Planning Form.. |
| | |
| **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.<br>2. The Contractor's work shall be guided by the MCH priority local action plans that correspond with their selected priorities. This information is located on the MCH website www.mchcolorado.org and incorporated and made part of this contract by reference.<br>3. The Contractor shall comply with HCP policies and guidelines, if HCP is selected on the electronic MCH and HCP Annual Report and Planning Form. This information is located on the HCP website http://www.hcpcolorado.org and incorporated and made part of this contract by reference.<br>4. The Contractor shall use the electronic MCH and HCP Annual Report and Planning Form provided by the Office of Planning, Partnerships and Improvement. |
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| **Expected Results of Activity(s)** | Improve the health status and address the needs of the maternal and child health population within the Contractor's jurisdiction. | |
| **Measurement of Expected Results** | The expected results will be measured based on selections made to the electronic MCH and HCP Annual Report and Planning Form. All listed expected results may not apply.<br><br>1. Performance toward MCH objectives (Objective 1) shall be measured through completion of the MCH portion of the Office of Planning, Partnerships and Improvement's Local Planning and Support Contract electronic annual report.<br>2. The Contractor meets at least 75% of their information and resource target as calculated in their electronic MCH and HCP Annual Report and Planning Form. .<br>3. The Contractor meets at least 75% of their care coordination target as calculated in their electronic MCH and HCP Annual Report and Planning Form.<br>4. Data contained in CDS provides evidence of the children and/or youth provided with HCP care coordination services. | |
| | | **Completion Date** |
| **Deliverables** | 1. The Contractor shall complete and submit the electronic MCH and HCP Annual Report and Planning Form for the next contract period. | No later than June 1 |

**C. Child Fatality Prevention System**

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| **Goal #1:** Reduce the number of child deaths in Colorado due to the following causes: undetermined, unintentional injury, homicide, motor vehicle incidents, child abuse and neglect, sudden unexpected infant deaths (SUID), and suicide. | |
| **Objective #1:** No later than the expiration date of this Contract, the Contractor shall conduct individual, case-specific, multidisciplinary reviews of child fatalities assigned to the local child fatality prevention review team. | |
| **Primary Activity #1** | The Contractor shall conduct individual, case-specific, multidisciplinary reviews of child fatalities assigned to the local team based on coroner jurisdiction. |
| **Sub-Activities #1** | 1. The Contractor shall access the Death Certificate File Transfer Protocol (FTP) Website on a weekly basis to obtain certificates for each child fatality case assigned to the local team.<br>2. The Contractor shall gather case records from the coroner's office, law enforcement agencies, county department of human services, hospitals, and other agencies for each child fatality assigned to the local team.<br>3. The Contractor shall abstract critical data from case records and enter the data into the National Center for Fatality Review and Prevention's Case Reporting System (CRS) for each child fatality assigned to the local team.<br>4. The Contractor shall develop case summaries for the purpose of completing the "Narrative" section (Section O) of the National Center for Fatality Review and Prevention's CRS for each child fatality assigned to the local team.<br>5. The Contractor shall coordinate and facilitate local team meetings with multidisciplinary local team members to conduct individual, case-specific reviews of child fatalities for the purpose of discussing and identifying prevention recommendations in the "Prevention Initiatives Resulting from the Review" section (Section L) of the National Center for Fatality Review and Prevention's CRS.<br>6. No later than two (2) months after reviewing a child fatality, the Contractor shall complete data entry for Sections A-O and click "Data entry completed for this case" (in Section P) of the National Center for Fatality Review and Prevention's CRS for each child fatality assigned to the local team. |
| | |
| **Objective #2:** No later than the expiration date of this Contract, the Contractor shall participate in statewide efforts to implement the Colorado Child Fatality Prevention System (CFPS). | |
| **Primary Activity #1** | The Contractor shall promote evidence-based injury and violence prevention strategies. |

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| **Sub-Activities #1** | 1. The Contractor shall provide input and vote on state-level prevention recommendations to be prioritized by the CFPS State Review Team for the CFPS annual legislative report.<br>2. The Contractor shall apply a public health approach to identify trends and patterns of child fatalities using state and local team data reports.<br>3. The Contractor shall apply a public health approach to identify prevention strategies and systems improvements to implement at the local level.<br>4. The Contractor shall implement evidence-based child fatality prevention strategies and system improvements at the local level. |
| | |
| **Primary Activity #2** | The Contractor shall participate in training opportunities facilitated by CFPS support staff at CDPHE. |
| **Sub-Activities #2** | 1. The Contractor shall attend any local team training hosted by CFPS State Support Team at CDPHE.<br>2. The Contractor shall participate in web-based trainings facilitated by CFPS support staff at CDPHE. |
| | |
| **Primary Activity #3** | The Contractor shall participate in statewide evaluation of the Colorado CFPS and complete state-level data collection tools and surveys. |
| **Sub-Activities #3** | 1. The Contractor shall complete and submit the CFPS Local Team Survey when administered. |
| | |
| **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.<br>2. The Contractor shall comply with the Child Fatality Prevention Act C.R.S. 25-20.5-404-409. This document is incorporated and made part of this contract by reference and is available on the following website http://www.sos.state.co.us/CCR/Welcome.do.<br>3. The Contractor shall adhere to processes and policies outlined in the *Colorado Child Fatality Prevention System (CFPS): An Introduction to the System* to conduct individual, case-specific review of fatalities, identify prevention recommendations, and enter information regarding the child fatality into the National Center for Fatality Review and Prevention's CRS. This document is incorporated and made part of this contract by reference and is available on the following website http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html.<br>4. Reviewable child fatalities include one or more of the following causes: undetermined causes, unintentional injury, homicide, motor vehicle incidents, child abuse/neglect, sudden unexpected infant death (SUID), and suicide.<br>5. The Contractor shall maintain access and ensure the local team coordinator has login credentials to the FTP Website and the National Center for Fatality Review and Prevention's CRS. This website content is incorporated and made part of this contract by reference and is accessible at https://data.ncfrp.org.<br>6. CDPHE will assign child fatalities for review to the Contractor based on coroner jurisdiction using the FTP Website on a weekly basis. This website content is incorporated and made part of this contract by reference and is accessible at https://secft2.dphe.state.co.us/thinclient/Login.aspx.<br>7. The Contractor shall complete individual, case-specific, multidisciplinary reviews and data entry of child fatalities in the National Center for Fatality Review and Prevention's CRS.<br>8. CDPHE will conduct quality assurance checks as defined on the CFPS website on the data entered into the National Center for Fatality Review and Prevention's CRS for child fatalities reviewed by the Contractor. This information is incorporated and made part of this contract by reference and is available on the following website http://www.cochildfatalityprevention.com/. |

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| | 9. The Contractor shall request technical assistance and training from the CFPS State Support Team at CDPHE by completing and submitting an online form. This form is incorporated and made part of this contract by reference and is available on the following website http://www.cochildfatalityprevention.com/p/contact-cfps-staff.html.<br>10. CDPHE will analyze and aggregate child fatality data and disseminate this data to the Contractor in local team data reports and on the online CFPS Data Dashboard. In addition, CDPHE will provide information and resources for evidence-based injury and violence prevention strategies and will make this information available on the CFPS website. This information is incorporated and made part of this contract by reference and is accessible at http://www.cochildfatalityprevention.com/.<br>11. The Contractor shall incorporate information from the CFPS website on acceptable and approved uses of funding for child fatality, injury, and violence prevention strategies when implementing local prevention strategies.<br>12. The Contractor shall share information on local level prevention strategies and system improvements.<br>13. The Contractor shall notify the CFPS State Support Team at CDPHE within thirty (30) calendar days of a change of the local team coordinator responsible for the performance of services provided under this contract. | |
| | | |
| **Expected Results of Activity(s)** | 1. Improved understanding of child fatality data in Colorado including circumstances, risk and protective factors, trends, and patterns surrounding child deaths.<br>2. Identification of evidence-based prevention recommendations to prevent future child fatalities from occurring in Colorado.<br>3. Implemented and evaluated child fatality prevention strategies at the state and local levels. | |
| **Measurement of Expected Results** | 1. Sections A-O of the National Center for Fatality Review and Prevention's CRS will be completed for 100% of child fatalities that occurred in Colorado and meets CFPS' review criteria within the local team's jurisdiction.<br>2. Increased number of prevention strategies implemented at the state and local levels as documented in the CFPS annual report, the CFPS Local Team Survey, and through prevention stories. | |
| | | **Completion Date** |
| **Deliverables** | 1. The Contractor shall complete entry of all information resulting from child fatality cases reviews into the National Center for Fatality Review and Prevention's CRS for each child fatality case assigned by the CFPS State Support Team at CDPHE. | No later than January 1 |
| | 2. The Contractor shall complete a minimum of one (1) requested process improvement and/or prioritization surveys, including the CFPS Local Team Survey administered by the CFPS State Support Team at CDPHE. | No later than June 30 |
| | 3. The Contractor shall submit CDPHE-approved progress reports via email to the CFPS State Support Team at CDPHE | At two designated dates before June 30 |

D. **Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Office of Planning, Partnerships and Improvement's Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, site visits 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.

E. **Resolution of Non-Compliance:**

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The Contractor will be notified in writing within **(7)** calendar days of discovery of a compliance issue. Within **(30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

**BUDGET**
**To Task Order - Contract Routing Number 18 FAAA 97464**
**Routing Number 2019*0246 Amendment #4**

**I. Entity Name:** Gunnison County Department of Public Health and Human Services

**II. Budget:**

| **Quarter** | Local Planning and Support Amount | Maternal Child Health Amount | Child Fatality Prevention Amount | **TOTAL Payment** |
|---|---|---|---|---|
| July 1 through September 30, 2020 | $13,927.00 | $3,931.50 | $500.00 | **$18,358.50** |
| October 1 through December 31, 2020 | $13,927.00 | $3,931.50 | $500.00 | **$18,358.50** |
| January 1 through March 31, 2021 | $13,927.00 | $3,931.50 | $500.00 | **$18,358.50** |
| April 1 through June 30, 2021 | $13,927.00 | $3,931.50 | $500.00 | **$18,358.50** |
| **Total** | $55,708.00 | $15,726.00 | $2,000.00 | **$73,434.00** |

## Certificate Of Completion

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4300 Cherry Creek Drive S
Denver, CO 80246
michael.seiffertt@state.co.us
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| Joni Reynolds<br>jreynolds@gunnisoncounty.org<br>Joni Reynolds<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 2020-06-12 \| 16:45<br>ID: 73ecf443-bdc0-46fe-a669-4c06c79d77c9 | | Sent: 2020-06-12 \| 14:36<br>Viewed: 2020-06-12 \| 16:45 |
| CDPHE_EDSignature<br><br>Signing Group: CDPHE_EDSignature<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| CDPHE_ControllerSignature<br><br>Signing Group: CDPHE_ControllerSignature<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |

| In Person Signer Events | Signature | Timestamp |
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| Editor Delivery Events | Status | Timestamp |
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| Kristi Gamble<br>kristi.gamble@state.co.us<br>Purchasing Agent<br>Colorado Department of Public Health and Environment<br>Signing Group: CDPHE_Contract Review<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:** | VIEWED<br><br>Using IP Address: 165.127.8.254 | Sent: 2020-06-07 \| 20:57<br>Viewed: 2020-06-12 \| 14:33<br>Completed: 2020-06-12 \| 14:36 |

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|---|---|---|

| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Michael Seiffertt<br>michael.seiffertt@state.co.us<br>Contract Administrator, ADM<br>Colorado Department of Public Health and Environment<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | COPIED | Sent: 2020-06-12 \| 14:36 |
| Briar Clayton<br>briar.clayton@state.co.us<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| Maria Marquez<br>maria.marquez@state.co.us<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 2020-06-12 \| 14:36 |

| Payment Events | Status | Timestamps |
|---|---|---|

| Electronic Record and Signature Disclosure |
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## Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: lilo.santos@state.co.us

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to lilo.santos@state.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify Carahsoft OBO Colorado Department of Public Health and Environment as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Colorado Department of Public Health and Environment during the course of your relationship with Carahsoft OBO Colorado Department of Public Health and Environment.