AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment #2; CDPHE - EPR

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Contract Amendment #2; CDPHE, Office of Emergency Preparedness for Emergency Preparedness & Response

Fiscal Impact:

Submitted by: Liz Mense for Randy Morgan (HHS) **Submitter's Email Address:** EMense@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/25/2020

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

Comments:
ok db 7/1/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 7/1/2020 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\emense Discharge Date: 7/2/2020

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

Agenda Date: 7/7/2020

Revised April 2015

COLORADO
Department of Public Health & Environment

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Envelope Subject:	RUSH Request for Signature - CDPHE Contract 2020*248 Amd # 2 - Gunnison - PHEP
Attachments to Fax:	
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CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE(S)

State Agency: **Colorado Department Of Public Health and Environment** **4300 Cherry Creek Drive South** **Denver, Colorado 80246**	Original Contract Number: **CT 2020*248**
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 Health and Human Services** **220 North Spruce Street** **Gunnison, Colorado 81230**	Amendment Contract Number: **CT 2020*248 Amendment 2**
Contract Performance Beginning Date: **The later of the Effective date or July 1, 2019**	Current Contract Expiration Date: **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	CT 2020*248	$23,152.00	$0.00	$0.00	07/01/2019-06/30/2020	$23,152.00
Amendment #1	CT 2020*248 Amendment 1	$0.00	$0.00	$0.00	07/01/2019-06/30/2020	$0.00
Amendment #2	CT 2020*248 Amendment 2	$22,470.00	$0.00	$0.00	07/01/2020-06/30/2021	$22,470.00
					Current Contract Maximum Cumulative Amount	$45,622.00

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Board of County Commissioners of Gunnison County For the use and benefit of the Gunnison County Department of Health and Human Services	**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

Amendment Effective Date:_____

-- Signature and Cover Pages End --

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 upgrade the public health departments ability to effectiverly respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events.

The Parties now desire to increase funding and change Statement of Work for the following reason: to renew the contract for another year.

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, A, Additional Provisions, of the agreement. Exhibit, A, Additional Provisions, is deleted and replaced in its entirety with Exhibit, A,

Additional Provisions, attached to this Amendment for the following reason: to remove the federal provisions.

D. The Parties now agree to modify Exhibit, C, Budget, of the agreement. Exhibit, C, Budget, is deleted and replaced in its entirety with Exhibit, C, Budget, attached to this Amendment for the following reason: : to issue the fiscal year 2021 budget.

E. The Parties now agree to modify Exhibit, E, Statement of Work, of the agreement. Exhibit, E, Statement of Work, is deleted and replaced in its entirety with Exhibit, E, Statement of Work, attached to this Amendment for the following reason: to issue the fiscal year 2021 statement of work.

F. The Parties now agree to add Exhibit F, Federal Provisions for the following reason: to update contract with the updated federal provisions.

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 A

ADDITIONAL PROVISIONS
To Original Contract Number: CT 2020*248

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

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website 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 Reimbursement Invoice Form and Expenditure Details page 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 and Budget.

   Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: OEPR Fiscal Staff, cdphe_eprfiscal@state.co.us

   Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

   Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

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

2. Time Limit For Acceptance Of Deliverables.

   a. Evaluation Period. The State shall have forty-five **(45)** 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.

3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

   The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

EXHIBIT A

4. The State, at its discretion, shall have the option to extend the term under this Contract beyond the Initial Term for a period or for successive periods, of 1 year at the same rates and under the same terms specified in the Contract. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit D**. If exercised, the provisions of the Option Letter shall become part of and be incorporated in the original contract. The total duration of this contract shall not exceed 5 years.

5. The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Contract, and modify the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit D**. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Contract.

6. Other than for normal and recognized executive-legislative relationships, no funds may be used for:

   Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.

7. The Contractor has the ability, with written approval from OEPR fiscal staff, to move 10 % of funds from budget category to budget category not to exceed the total dollar amount of the contract.

   The Contractor shall request approval from their Contract and Fiscal Monitor for expenditures of $5,000.00 or more before purchasing. This requirement does not include personnel expenses.

8. Deployment of HPP- and PHEP-funded equipment, supplies and personnel via the Emergency Management Assistance Compact (EMAC) for the purpose of mutual aid and assistance between states during a governor declared State of emergency or disaster is permitted, but is subject to 101 the Federal provisions of 45 CFR 75. However, affected States must notify their CDC Grants Management Specialist within a 24-hour period of the personnel, services and/or equipment being loaned out for the emergency. Awardees should follow their state legislation which governs how they will operate during an emergency or when another state requests assistance via EMAC. Awardees may reference the EMAC website for detailed information via www.emacweb.org . Additional guidance can be found in the 2020-2025 HPP-PHEP Supplemental Guidelines.

COLORADO
Department of Public Health & Environment

Exhibit C

Office of Emergency Preparedness
BUDGET

To Original Contract Routing Number: CT 2020*248

Contractor Name	Gunnison County Dept of Health & Human Serv.	Encumbrance Number	CT 2020*248

Expenditure Categories		
Personal Services		**Contract Budget**
Position Title	**Description of Work**	
EPR Coordinator	12 hours/week x 52 weeks @30.21-(24.19 Salary, 6.02 Fringe)	$18,851.00
	Total Personal Services	**$18,851.00**
Supplies & Operating Expenses		**Contract Budget**
Item	**Description of Work**	
Operating supplies	Operating Supplies	$437.27
	Total Supplies	**$437.27**
Travel		**Contract Budget**
Item	**Description of Work**	
	Required Meetings - 2 Conferences	
Lodging	2 Nights each trip @ 125 per night x 4	$500
travel-transportation	Travel mileage - 1 trips to Denver (402 miles) 1 trip- GJ (250 miles) -652 x.575/per mile	$375
per diem	$66 per day x- 4 days	$264
	Total Travel	**$1,139.00**
Contractual (payments to third parties or entities)		**Contract Budget**
Item	**Subcontractor Entity Name and/or Description of Item**	
	Total Contractual	**$0.00**
	SUB-TOTAL BEFORE INDIRECT	**$20,427.27**
Indirect		**Total Budget**
Item	**Description of Item**	
Indirect Cost Rate	10%	**$2,042.73**
	Total Indirect	**$2,042.73**
	TOTAL	**$22,470.00**

EXHIBIT E

STATEMENT OF WORK
To Original Contract Routing Number CT 2020*248

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

I. Project Description:

This project serves to improve medical and public health care preparedness, response, and recovery capabilities at the federal, state and local level. The aligned Public Health Emergency Preparedness (PHEP) cooperative agreement provides technical assistance and resources to support state, local, tribal and territorial public health departments, along with Healthcare Coalitions (HCCs) and health care organizations, to show measurable and sustainable progress toward achieving the preparedness and response capabilities that promote prepared and resilient communities through planning, training and exercises.

Public health systems are essential in preparing communities to respond to and recover from emergencies and threats. The Centers for Disease Control and Prevention (CDC) established the PHEP program to provide financial resources to build public health emergency response capabilities both nationally and locally. The PHEP funding allows local public health agencies to identify response strategies.

II. Definitions:

1. AAR-After Action Report
2. AFN-Access and Functional Needs
3. CDPHE-Colorado Department of Public Health and Environment
4. C-MIST-Communication, Maintaining Health, Independence, Services and Support, Transportation
5. CNS-Colorado Notification System
6. COOP-Continuity of Operations Plan
7. CO-SHARE-Colorado State Health and Readiness Exchange
8. CO.TRAIN-Colorado Training Finder Real-Time Affiliate Integrated Network
9. CPG-Capability Planning Guide
10. CVM-Colorado Volunteer Mobilizer
11. DHSEM-Division of Homeland Security and Emergency Management
12. DOC-Department Operations Center
13. EOP-Emergency Operations Plan
14. EPR-Emergency Preparedness & Response
15. ESAR-VHP- Emergency System for Advance Registration of Volunteer Health Professionals
16. ESF-Emergency Support Function
17. HAN-Health Alert Network
18. HCC-Healthcare Coalition

19. HVA-Hazards Vulnerability Analysis
20. ICS-Incident Command Structure
21. IMATS- Inventory Management and Tracking System
22. IP-Improvement Plan
23. LPHA-Local Public Health Agency
24. MCM-Medical Countermeasure
25. MYTEP-Multi-Year Training and Exercise Plan
26. NIMS-National Incident Management System
27. NPI- Nonpharmaceutical Intervention
28. OEPR-Office of Emergency Preparedness and Response
29. POD-Point of Dispensing
30. PHEOP-Public Health Emergency Operations Plan
31. RTP-Regional Transfer Point
32. SNS-Strategic National Stockpile
33. TEPW-Training and Exercise Planning Workshop

III. Work Plan:

Goal #1: Increase capacity for preparedness, response and recovery in Colorado.	
Objective #1: No later than the expiration date of the Contract, improve public health preparedness, response and recovery activities through planning.	
Primary Activity #1	The Contractor shall complete the 2020-21 CPG Survey with input from all relevant partners in the jurisdiction.
Primary Activity #2	The Contractor shall participate in the Regional ESF#8 Training and Exercise Planning Workshop.
Primary Activity #3	The Contractor shall participate in the update of the Regional ESF#8 Multi-Year Training and Exercise Plan.
Primary Activity #4	The Contractor shall identify issues impacting high-risk populations.
Sub-Actvity #4	1. The Contractor shall incorporate identified issues into planning. 2. The Contractor shall incorporate identified issues into response activities.
Primary Activity #5	The Contractor shall engage AFN community groups.
Sub-Activity #5	1. The Contractor shall communicate training opportunities to community groups. 2. The Contract shall provide guidance to community groups. 3. The Contractor shall promote participation in public health activites.
Primary Activity #6	The Contractor shall integrate opportunities for community engagement identified in FY20-21 into the 2021 Full Scale Exercise planning, or a real

	world event.
Primary Activity #7	The Contractor shall obtain agreements with school districts within the jurisdiction.
Sub-Activity #7	1. The Contractor shall have agreements regarding coordination of emergency preparedness and response activities. 2. The Contractor shall identify with school district(s) responsibility for family reunification. 3. The Contractor shall identify with school district(s) responsibility for emergency messaging. 4. The Contractor shall identify with school district(s) responsibility for emergency planning.
Primary Activity #8	The Contractor shall identify HCC roles in the PHEOP.
Sub-Activity #8	1. The Contractor shall document HCC integration into the following: a. Strategic planning support b. Situational awareness c. Information sharing, and d. Resource management.
Primary Activity #9	The Contractor shall participate in the planning of the Regional Pandemic Influenza Functional Exercise, or response to a real world event with Regional Staff and the HCC Readiness and Response Coordinator.
Primary Activity #10	The Contractor shall update LPHA pandemic plans with information on NPIs.
Primary Activity #11	The Contractor shall identify how to access behavioral health support services within the PHEOP.
Sub-Activity #11	1. The Contractor shall document access during medical surge event for the following: a. Patients seeking behavioral health support services b. Families of patients c. Emergency responders, and d. LPHA staff
Primary Activity #12	The Contractor shall communicate with the regional epidemiologist to create or update a plan to maintain access to trained personnel.
	1. The Contractors shall maintain access to the following trained personnel: a. Staff that monitor routine jurisdictional surveillance b. Staff that monitor epidemiological investigation systems, and c. Staff that support surge requirements in response to threats.

Objective #2: No later than the expiration date of the Contract, improve public health preparedness; improve response and recovery activities through training.	
Primary Activity #1	The Contractor shall identify staff trained as a CVM administrator.
Sub_Activity #1	1. The Contractor shall identify the following: a. Staff trained as the primary CVM administrator b. Staff trained as the alternate CVM adminstrator
Objective #3: No later than the expiration date of the Contract, improve public health preparedness, and improve response and recovery activities through exercises.	
Primary Activity #1	The Contractor shall participate in the Regional Pandemic Influenza Functional Exercise or real world event with Regional Staff and the HCC Readiness and Response Coordinator.
Primary Activity #2	The Contractor shall participate in quarterly redundant communications (eg. 800MgHz radio) drills conducted by CDPHE.
Primary Activity #3	The Contractor shall conduct a minimum of two (2) redundant communications drills with local operational sites.
Primary Activity #4	The Contractor shall conduct a minimum of two (2) HAN Communication Drills.
Primary Activity #5	The Contractor shall test a minimum of three (3) areas of their local Pandemic Influenza Plan, including planning for Critical Workforce Groups and two additional areas, based on gaps identified in the Regional 2019-2020 Pandemic TTXs and county-level Pandemic Planning meetings, during the Regional Pandemic Influenza Functional Exercise or real world event.
Sub-Actvity #5	1.The Contractor shall test areas from the Planning and Critical Workforce group in addition to selecting two (2) addtional areas from the following: a) Gaps identified in the Regional 2019-2020 Pandemic TXX, b) Gaps identified in County-level Pandemic Planning meetings. c) Gaps identified during the Regional Pandemic Influenza Functional Exercise, and d) Gaps identified during real world events.
Primary Activity #6	The Contractor shall create mission drills using the CVM.
	1. The Contractor shall test a minimum of two (2) mission drills.
Objective #4: No later than the expiration date of the Contract, improve public health preparedness, and improve response and recovery activities through additionally identified needs.	
Primary Activity #1	The Contractor shall update agency contact info twice yearly in CO-SHARE.

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 comply with the '*Public Health Emergency Preparedness and Response Capability-National Standards for State, Local, Tribal and Territorial Public Health, October 2018*' This document is incorporated and made part of this contract by reference and is available on the following https://www.cdc.gov/cpr/readiness/00_docs/CDC_PreparednesResponseCapabilities_October2018_Final_508.pdf. 3. The Contractor will use the CO-PHRCA (Colorado Public Health System Response Capacity Assessment) to complete the 2020-21 CPG Survey. 4. CDPHE will provide access to the CO-PHRCA (Colorado Public Health System Response Capacity Assessment) within Quarter 1 of FY21. 5. CDPHE will provide CO-PHRCA guidance and other tools for completing the 2020-21 CO-PHRCA on the following website: https://sites.google.com/state.co.us/co-share/assessment-data 6. The Contractor shall obtain school district agreements based on the following critieria: a. Jurisdictions with only one (1) school district establish one (1) school district agreement. b. Jurisdictions with more than one (1) school district, establish a minimum of two (2) school district agreements. 7. The Contractor shall provide the following support for the TEPW: a. Subject matter expertise, and, b. logistical support. 8. CDPHE will provide Regional Pandemic Influenza Functional Exercise package to be used as a base template via CO-SHARE. 9. The Contractor shall participate in the Regional Pandemic Influenza Functional Exercise as a "Player" to represent LPHA decisions and actions during a simulated event. 10. The Contractor shall test the Responder Health & Safety Plan during the Regional Pandemic Influenza Functional Exercise based upon injects provided by CDPHE. 11. The Contractor shall include the following in the planning and response initiatives for high-risk popultions: a. planning documentation, b. incident action plans and c. ICS organizational charts 12. CDPHE will create a one-pager and powerpoint outline to support outreach education to community partners. 13. CDPHE will provide a Google Form to complete a modified "Stories from the Field" report to document community engagement. 14. CDPHE will provide a resource about integrating community groups with

AFN into emergency exercises.

15. A minimum of one (1) EPR Coordinator per agency must respond to the quarterly redundant communication drills conducted by CDPHE.
16. Redundant Communication Drills (radios) will focus on the following:
    a. information sharing between the state and local department operations centers (DOC), and
    b. communication between the RSS site, RTP and LTP.
17. The Contractor shall document drills conducted by the Contractor to local operational sites on the 'Communications Drill Reporting Spreadsheet' provided by CDPHE.
18. CDPHE will provide access to the Communication Drill Reporting Spreadsheet by July 1, 2020.
19. Local operational sites include the following:
    a. Department Operations Center (DOC);
    b. Open Point of Dispensing (POD);
    c. Closed POD;
    d. Regional Transfer Point (RTP);
    e. Local Transfer Point (LTP); and
    f. Healthcare Coalition (HCC) member agencies.
20. The Contractor shall choose from the following drill types:
    a. notification,
    b. exercise or
    c. real event.
21. The Contractor shall include cdphe_epr_sit@state.co.us when sending HAN notifications and HAN communication drills.
22. Regional Pandemic Influenza Functional Exercise participation includes the following:
    a. the Statewide Initial Planning Meeting
    b. Mid Term Planning Meeting, and
    c. additional planning meetings on the regional level led by Regional Staff.
23. The Contractor shall identify Pandemic Planning Groups to work with on exercises and/or real world events.
24. The Contractor shall document community mitigation strategies contributed by community, business and local political stakeholders into the Pandemic Plans.
25. The Contractor shall include behavioral health and AFN considerations into their Pandemic Plans.
26. CVM administrators, both primary and alternate shall have the following credentials:
    a. completed CVM Administrator training within the past 24 months,
    b. signed the yearly confidentiality agreement, and
    c. be recognized by CDPHE as a CVM Administrator.

	27. CPDHE will provide CVM Administrator training quarterly. 28. The Contractor shall include all volunteers for whom the Contractor is the CVM Administrator in the two (2) mission drills. 29. Primary disease case investigation responsibility (i.e., local or state public health agency) and suggested public health response timelines are outlined on the CDPHE Communicable Disease Manual website in the "*Disease-case investigation guidance*" document found at the link titled "*Public Health Reportable Condition Investigation Guidance*". This document and website are incorporated and made part of the scope of work by reference and is available on the following website: https://www.colorado.gov/pacific/cdphe/communicable-disease-manual.	
Expected Results of Activity(s)	1. Colorado public health agencies will have increased confidence and resiliency to respond to public health emergencies and related events to which a public health response is necessitated.	
Measurement of Expected Results	1. Complete CPG surveys 2. Participation in updateing plans 3. Completion of local and regional workshops 4. Completion of drills	
		Completion Date
Deliverables	1. The Contractor shall submit a plan for access to epidemiological support electronically via CO-SHARE.	No later than 9/30/2020
	2. The Contractor shall indicate the names of individuals attending the Regional ESF#8 TEPW on the Grant Reporting Spreadsheet.	No later than 12/31/2020
	3. The Contractor shall indicate the names of the individuals assisting with the Regional #ESF8 MYTEP development on the Grant Reporting Spreadsheet.	No later than 12/31/2020
	4. The Contractor shall indicate the names of those participating in the Functional Exercise Planning meetings on the Grant Reporting Spreadsheet.	No later than 12/31/2020
	5. Contractor shall indicate the names of the individuals participating in the Regional Pandemic Influenza Functional Exercise on the Grant Reporting Spreadsheet.	No later than 12/31/2020
	6. The Contractor shall submit agency-initiated drill report information in the Communications Drill Reporting Spreadsheet.	No later than 12/31/2020
	7. The Contractor shall update contact information in CO-SHARE.	No later than 12/31/2020

	8. The Contractor shall submit CVM reports of two (2) drills conducted electronically via CO-SHARE.	No later than 3/31/2021
	9. The Contractor shall submit letter(s) from school districts electronically via CO-SHARE.	No later than 3/31/2021
	10. The Contractor shall submit copies of CVM administrator training certificates for primary and backup administrators electronically via CO-SHARE.	No later than 3/31/2021
	11. The Contractor shall submit planning documentation, incident action plans and ICS org charts regarding any planning or response initiative impacting high-risk populations such as people experiencing homelessness and/or substance use issues electronically via CO-SHARE.	No Later Than 6/15/2021
	12. The Contractor shall submit a modified "Stories from the Field" form to document community engagement for public health planning or events electronically via CO-SHARE.	No later than 6/15/2021
	13. The Contractor shall submit a report documenting how they are proceeding to integrate community involvement and Access & Functional Needs considerations in their exercise preparations, including any costs expected to support this integration electronically via CO-SHARE.	No later than 6/15/2021

IV. **Monitoring:**

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

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

The Contractor will be notified in writing within thirty **(30)** calendar days of discovery of a compliance issue. Within ten **(10)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Grants Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

Exhibit F

Federal Provisions - Public Health Emergency Preparedness 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 For the use and benefit of the Gunnison County Department of Health and Human Services
   b. Subrecipient DUNS number: 133115220
   c. The Federal Award Identification Number (FAIN) is TBD.
   d. The Federal award date is TBD.
   e. The subaward period of performance start date is 07/01/2020 and end date is 06/30/2021.
   f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
TBD - TBD	$22,470.00	TBD

   g. Federal award title of project or program: Public Health Emergency Preparedness Program.
   h. The name of the Federal awarding agency is: **Department of Health and Human Services Center for Disease Control and Prevention** and the contact information for the awarding official is TBD; 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 Melanie Simons.
   i. The Catalog of Federal Domestic Assistance (CFDA) number is **93.069** and the grant name is Public Health Emergency Preparedness.
   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").

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

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