# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** State of Colorado, Department of Public Health and

**Action Requested:** Other review by Finance - no signature required

**Parties to the Agreement:** CDPHE and Gunnison County

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

**Summary:**

Additional funding to support COVID immunization - Federal Funding

**Fiscal Impact:**

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

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

Comments:
OK. kw

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 1/7/2021

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: Discharge Date: 1/5/2021 Certificate of Insurance Required Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/8/2021

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

Agenda Date: 1/12/2021

*Revised April 2015*

# STATE OF COLORADO

Department of Public Health & Environment

## ORDER

**Number:** PO,FHJA,202100006292

**Date:** 12/31/20

**Description:**

Gunnison County Dept of Health & Human Serv. - IMM#2

**Effective Date:** 11/01/20

**Expiration Date:** 06/30/22

## *****IMPORTANT*****

The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.

## BILL TO

OEPR-COVID, A-2
4300 Cherry Creek Drive South
Denver, CO 80246

## BUYER

**Buyer:**

**Email:**

## VENDOR

GUNNISON COUNTY
200 E VIRGINIA AVE
GUNNISON, CO 81230-2248

**Contact:** EFT REMIT

**Phone:** 9707234602

## SHIP TO

OEPR-COVID, A-2
4300 Cherry Creek Drive South
Denver, CO 80246

## SHIPPING INSTRUCTIONS

**Delivery/Install Date:** -

**FOB:** FOB Dest, Freight Allowed

## VENDOR INSTRUCTIONS

## EXTENDED DESCRIPTION

This purchase shall not exceed Actual Amount: $80,488.00 . This purchase order contains federal funds. The incorporated federal funds apply to this purchase.

Additional funding begins 1.1.21

| Line Item | Commodity/Item Code | UOM | QTY | Unit Cost | Total Cost | MSDS Req. |
|---|---|---|---|---|---|---|
| 1 | G1000 | | 0 | 0.00 | $12,550.00 | ☐ |

Description: Gunnison County Dept of Health & Human Serv. - IMM#2

Service From: 11/01/20 Service To: 06/30/21

| Line Item | Commodity/Item Code | UOM | QTY | Unit Cost | Total Cost | MSDS Req. |
|---|---|---|---|---|---|---|
| 2 | G1000 | | 0 | 0.00 | $11,235.00 | ☐ |

Description: Gunnison County - IMM#2 - Addtl Federal Funds

Service From: 01/01/21 Service To: 06/30/22

| Line Item | Commodity/Item Code | UOM | QTY | Unit Cost | Total Cost | MSDS Req. |
|---|---|---|---|---|---|---|

# STATE OF COLORADO

Department of Public Health & Environment

| | | | | | |
|---|---|---|---|---|---|
| 3 | G1000 | 0 | 0.00 | $56,703.00 | ☐ |

Description: Gunnison County - IMM#2 - SER

Service From: 01/01/21 Service To: 06/30/22

**TERMS AND CONDITIONS**

https://www.colorado.gov/osc/purchase-order-terms-conditions

**REASON FOR MODIFICATION**

Change Order Number: 1

- Added additional funding and extended term of PO
- Uploaded second copy of federal provisions
- Updated SOW by changing deliverable date

**DOCUMENT TOTAL = $80,488.00**

# STATE OF COLORADO

Department of Public Health & Environment

## ORDER

**Number:** PO,FHJA,202100006292

**Date:** 10/30/20

**Description:**

Gunnison County Dept of Health & Human Serv. - IMM#2

**Effective Date:** 11/01/20

**Expiration Date:** 06/30/21

## *****IMPORTANT*****

The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.

## BILL TO

OEPR-COVID, A-2
4300 Cherry Creek Drive South
Denver, CO 80246

## BUYER

**Buyer:**

**Email:**

## VENDOR

GUNNISON COUNTY
200 E VIRGINIA AVE
GUNNISON, CO 81230-2248

**Contact:** EFT REMIT

**Phone:** 9707234602

## SHIP TO

OEPR-COVID, A-2
4300 Cherry Creek Drive South
Denver, CO 80246

## SHIPPING INSTRUCTIONS

**Delivery/Install Date:** -

**FOB:** FOB Dest, Freight Allowed

## VENDOR INSTRUCTIONS

## EXTENDED DESCRIPTION

This purchase shall not exceed $12,550.00 This purchase order contains federal funds. The incorporated federal funds apply to this purchase.

| Line Item | Commodity/Item Code | UOM | QTY | Unit Cost | Total Cost | MSDS Req. |
|---|---|---|---|---|---|---|
| 1 | G1000 | | 0 | 0.00 | $12,550.00 | ☐ |

Description: Gunnison County Dept of Health & Human Serv. - IMM#2

Service From: 11/01/20 Service To: 06/30/21

## TERMS AND CONDITIONS

https://www.colorado.gov/osc/purchase-order-terms-conditions

**DOCUMENT TOTAL = $12,550.00**

**STATEMENT OF WORK**

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

**I. Project Description:** This project aims for Local Public Health Agencies (LPHA) to plan and provide direct services for COVID-19 vaccine. Local public health agencies will promote and provide COVID-19 immunization services throughout the State, according to established best practices and standards, and in alignment with the *State of Colorado Off-Site Vaccination Clinic Operational Playbook.*

**II. Definitions:**

1. ACIP: Advisory Committee on Immunization Practices
2. CDC: Centers for Disease Control and Prevention
3. CDPHE: Colorado Department of Public Health and Environment
4. CIIS: Colorado Immunization Information System
5. Target Populations: The persons within jurisdiction who are prioritized to receive vaccine during each phase of vaccine distribution.
6. GEEERC: Governor's Expert Emergency Epidemic Response Committee
7. GMAG: Governor's Medical Advisory Group, responsible for drafting Colorado's critical population guidance.
8. Evidence-based: Conscientious use of current scientific evidence and clinical expertise.
9. Jurisdiction: Power or right of a legal or political agency to exercise its authority over a person, subject matter, or territory.
10. Quarters
    a. Quarter 1 - July 1- September 30
    b. Quarter 2 - October 1 - December 31
    c. Quarter 3 - January 1 - March 31
    d. Quarter 4 - April 1 - June 30

**IV. Work Plan:**

| | |
|---|---|
| **Goal #1: Reduce vaccine-preventable diseases in Colorado by increasing or maintaining immunization coverage.** | |
| **Objective #1:** No later than the expiration of the contract, the Contractor shall implement evidence-based strategies to provide COVID-19 immunizations in their jurisdiction. | |
| **Primary Activity #1** | The Contractor shall promote COVID-19 immunizations within their jurisdiction. |
| **Sub-Activities #1** | 1. The Contractor shall identify strategies to provide COVID-19 vaccine within their jurisdiction.<br>2. The Contractor shall determine the need for allocation of doses of COVID-19 vaccine to serve the target populations during each phase of vaccine distribution.<br>3. The Contractor shall determine the need for redistribution of doses of COVID-19 vaccine to serve the target populations during each phase of vaccine distribution.<br>4. The Contractor shall work with community stakeholders to implement additional vaccination services to serve target populations during each phase of vaccine distribution.<br>5. The Contractor shall submit immunization data to CIIS for all COVID-19 immunizations administered by their agency within 24 hours of vaccine administration.<br>6. The Contractor shall promote informed COVID-19 vaccine decision making by educating a minimum of one (1) of the following groups: |

| | |
|---|---|
| | a. Consumers<br>b. Health care providers<br>c. Staff who administer immunizations<br>d. Policy makers<br>7. The Contractor shall address COVID-19 vaccine hesitancy by educating a minimum of one (1) of the following groups:<br>a. Consumers<br>b. Health care providers<br>c. Staff who administer immunizations<br>d. Policy makers<br>8. The Contractor shall promote COVID-19 vaccine services availability by educating a minimum of one (1) of the following groups:<br>a. Consumers<br>b. Health care providers<br>c. Staff who administer immunizations<br>d. Policy makers<br>9. The Contractor shall prepare a quarterly progress 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.<br>2. The Contractor shall comply with the requirements for participation in the national COVID-19 Vaccination Program as agreed to in the *CDC COVID-19 Vaccination Program Provider Agreement* found within the online CIIS Resource Center located on the following website, https://www.ciisresources.com. The content of this website is incorporated and made part of this contract by reference.<br>3. The Contractor shall comply with the ACIP recommendations for vaccine administration located on the following website, http://www.cdc.gov/vaccines/acip/index.html. The content of this website is incorporated and made part of this contract by reference.<br>4. The Contractor shall comply with the GEEERC recommendations for vaccine administration located on the following website, https://www.colorado.gov/pacific/cdphe/GEEERC. The content of this website is incorporated and made part of this contract by reference.<br>5. CDPHE will provide programmatic technical assistance, upon request.<br>6. The Contractor shall complete an electronic quarterly progress report. CDPHE will provide reporting requirements.<br>7. The Contractor shall utilize recommendations from *State of Colorado Off-Site Vaccination Clinic Operational Playbook* located on the following website, https://docs.google.com/document/d/13PXKz4QEAZKpm6gSWSpcHvbG7Iubs2RoaoYtOhYRecA/edit?usp=sharing. The content of this website is incorporated and made part of this contract by reference.<br>8. The Contractor shall refer clients to health care providers within their jurisdiction in instances that COVID-19 vaccine is not available at their agency.<br>9. The Contractor shall refer clients to health care providers outside of their jurisdiction in instances that COVID-19 vaccine is not available within their jurisdiction.<br>10. CDPHE will email the quarterly progress report form no later than 30 days before the completion date. |
| | |

| | | |
|---|---|---|
| **Expected Results of Activity(s)** | 1. COVID-19 vaccines are promoted within the Contractor's jurisdiction.<br>2. COVID-19 vaccines are offered within the Contractor's jurisdiction.<br>3. COVID-19 vaccines are administered within the Contractor's jurisdiction. | |
| **Measurement of Expected Results** | 1. Data contained in CIIS.<br>2. Number of COVID-19 vaccinations administered.<br>3. Data contained in quarterly progress reports. | |
| | | **Completion Date** |
| **Deliverables** | 1. The Contractor shall submit the electronic quarterly progress report forms. | No later than 30 days after the last day of each quarter and by the end term of the contract. |
| | 2. The Contractor shall submit immunization data for all COVID-19 immunizations administered by the Contractor to CIIS. | No later than 24 hours following vaccine administration |

**V. Additional Provisions - Invoicing**

Compensation under this Purchase Order shall be done based on fixed quarterly payments. The Contractor shall submit all deliverables in SOW for this continued CDPHE payment structure. Supporting documentation must be maintained and may be requested to verify compliance is met with funding requirements.

Expenditures shall be in accordance with this Statement of Work.

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

**VI. Monitoring:**

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

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

The Contractor will be notified in writing within 15 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 CDPHE 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.

Federal Provisions – Immunization Cooperative Agreements

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 NH23IP922600.
   d. The Federal award date is 12/16/2020.
   e. The subaward period of performance start date is 1/1/2021 and end date is 06/30/2022.
   f. Federal Funds:

| Federal Budget Period | Total Amount of Federal Funds Awarded | Amount of Federal Funds Obligated to CDPHE |
|---|---|---|
| 7/1/2020 - 6/30/2021 | $11,235.00 | $2,215,322.00 |

   g. Federal award title of project or program: Immunization Cooperative Agreements.
   h. The name of the Federal awarding agency is: **Department of Health and Human Services Centers for Disease Control and Prevention CDC Office of Financial Resources** and the contact information for the awarding official is Hilary Oliphant 4770 Buford Highway Chamble, GA 30341 (770)-488-3973; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Ms. Lynn Trefren lynn.trefren@state.co.us (303) 692-6242.
   i. The Catalog of Federal Domestic Assistance (CFDA) number is **93.268** and the grant name is Immunization Cooperative Agreements.
   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

**STATEMENT OF WORK**

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

**I. Project Description:** This project aims for Local Public Health Agencies (LPHA) to plan and provide direct services for COVID-19 vaccine. Local public health agencies will promote and provide COVID-19 immunization services throughout the State, according to established best practices and standards, and in alignment with the *State of Colorado Off-Site Vaccination Clinic Operational Playbook*.

**II. Definitions:**

1. ACIP: Advisory Committee on Immunization Practices
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8. Evidence-based: Conscientious use of current scientific evidence and clinical expertise.
9. Jurisdiction: Power or right of a legal or political agency to exercise its authority over a person, subject matter, or territory.

**IV. Work Plan:**

| | |
|---|---|
| **Goal #1: Reduce vaccine-preventable diseases in Colorado by increasing or maintaining immunization coverage.** | |
| **Objective #1:** No later than the expiration of the contract, the Contractor shall implement evidence-based strategies to provide COVID-19 immunizations in their jurisdiction. | |
| **Primary Activity #1** | The Contractor shall promote COVID-19 immunizations within their jurisdiction. |
| **Sub-Activities #1** | 1. The Contractor shall identify strategies to provide COVID-19 vaccine within their jurisdiction.<br>2. The Contractor shall determine the need for allocation of doses of COVID-19 vaccine to serve the target populations during each phase of vaccine distribution.<br>3. The Contractor shall determine the need for redistribution of doses of COVID-19 vaccine to serve the target populations during each phase of vaccine distribution.<br>4. The Contractor shall work with community stakeholders to implement additional vaccination services to serve target populations during each phase of vaccine distribution.<br>5. The Contractor shall submit immunization data to CIIS for all COVID-19 immunizations administered by their agency within 24 hours of vaccine administration.<br>6. The Contractor shall promote informed COVID-19 vaccine decision making by educating a minimum of one (1) of the following groups:<br>a. Consumers<br>b. Health care providers<br>c. Staff who administer immunizations<br>d. Policy makers |

| | |
|---|---|
| | 7. The Contractor shall address COVID-19 vaccine hesitancy by educating a minimum of one (1) of the following groups:<br>a. Consumers<br>b. Health care providers<br>c. Staff who administer immunizations<br>d. Policy makers<br>8. The Contractor shall promote COVID-19 vaccine services availability by educating a minimum of one (1) of the following groups:<br>a. Consumers<br>b. Health care providers<br>c. Staff who administer immunizations<br>d. Policy makers<br>9. The Contractor shall prepare a quarterly progress 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.<br>2. The Contractor shall comply with the requirements for participation in the national COVID-19 Vaccination Program as agreed to in the *CDC COVID-19 Vaccination Program Provider Agreement* found within the online CIIS Resource Center located on the following website, https://www.ciisresources.com. The content of this website is incorporated and made part of this contract by reference.<br>3. The Contractor shall comply with the ACIP recommendations for vaccine administration located on the following website, http://www.cdc.gov/vaccines/acip/index.html. The content of this website is incorporated and made part of this contract by reference.<br>4. The Contractor shall comply with the GEEERC recommendations for vaccine administration located on the following website, https://www.colorado.gov/pacific/cdphe/GEEERC. The content of this website is incorporated and made part of this contract by reference.<br>5. CDPHE will provide programmatic technical assistance, upon request.<br>6. The Contractor shall complete an electronic quarterly progress report. CDPHE will provide reporting requirements.<br>7. The Contractor shall utilize recommendations from *State of Colorado Off-Site Vaccination Clinic Operational Playbook* located on the following website, https://docs.google.com/document/d/13PXKz4QEAZKpm6gSWSpcHvbG7Iubs2RoaoYtOhYRecA/edit?usp=sharing. The content of this website is incorporated and made part of this contract by reference.<br>8. The Contractor shall refer clients to health care providers within their jurisdiction in instances that COVID-19 vaccine is not available at their agency.<br>9. The Contractor shall refer clients to health care providers outside of their jurisdiction in instances that COVID-19 vaccine is not available within their jurisdiction.<br>10. CDPHE will email the quarterly progress report form no later than 30 days before the completion date. |
| | |
| **Expected Results of Activity(s)** | 1. COVID-19 vaccines are promoted within the Contractor's jurisdiction.<br>2. COVID-19 vaccines are offered within the Contractor's jurisdiction.<br>3. COVID-19 vaccines are administered within the Contractor's jurisdiction. |

| | | |
|---|---|---|
| **Measurement of Expected Results** | 1. Data contained in CIIS.<br>2. Number of COVID-19 vaccinations administered.<br>3. Data contained in quarterly progress reports. | |
| | | **Completion Date** |
| **Deliverables** | 1. The Contractor shall submit the electronic quarterly progress report forms. | No later than January 30, 2021, April 30, 2021 and by June 30, 2021. |
| | 2. The Contractor shall submit immunization data for all COVID-19 immunizations administered by the Contractor to CIIS. | No later than 24 hours following vaccine administration |

**V. Additional Provisions - Invoicing**

Compensation under this Purchase Order shall be done based on fixed quarterly payments. The Contractor shall submit all deliverables in SOW for this continued CDPHE payment structure. Supporting documentation must be maintained and may be requested to verify compliance is met with funding requirements.

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

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

The Contractor will be notified in writing within 15 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 CDPHE 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.

Federal Provisions – Immunization Cooperative Agreements

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 NH23IP922600.
   d. The Federal award date is 9/23/2020.
   e. The subaward period of performance start date is 11/01/2020 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 |
|---|---|---|
| 7/1/2019 - 6/30/2021 | $12,550.00 | $17,426,270.00 |

   g. Federal award title of project or program: Immunization Cooperative Agreements.
   h. The name of the Federal awarding agency is: **Department of Health and Human Services Centers for Disease Control and Prevention CDC Office of Financial Resources** and the contact information for the awarding official is Hilary Oliphant 4770 Buford Highway Chamble, GA 30341 (770)-488-3973; 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 Enter Grantee (CDPHE) Project Director.
   i. The Catalog of Federal Domestic Assistance (CFDA) number is **Enter 93.268** and the grant name is Immunization Cooperative Agreements.
   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