

DEPARTMENT OF PUBLIC HEALTH
AND ENVIRONMENT

CONTRAT ROUTING NO.

CT 2020*241

INTERGOVERNMENT CONTRACT WITH THE CITY AND COUNTY OF DENVER

STATE:

State of Colorado for the use & benefit of the
Department of Public Health and Environment
Office of Emergency Preparedness and Response
4300 Cherry Creek South Drive
Denver, Colorado 80246

CONTRACTOR:

City and County of Denver
Denver Department of Public Health and Environment
200 W. 14th Avenue
Denver, CO 80204

CONTRACT MADE DATE: 5/8/2019

CONTRACTOR DUNS: 14-54546870000

CONTRACTOR ENTITY TYPE:

Political Subdivision

BILLING STATEMENTS RECEIVED:

Monthly

TERM:

This contract shall be effective upon approval by
the State Controller, or designee, or on mm/dd/yyyy,
whichever is later. The contract shall end on mm/dd/yyyy.

STATUTORY AUTHORITY: Not Applicable

CLASSIFICATION: Subrecipient

PROCUREMENT METHOD:

Exempt

CONTRACT PRICE NOT TO EXCEED: \$597,097.00

FEDERAL FUNDING DOLLARS: \$597,097.00

STATE FUNDING DOLLARS: \$0.00

BID/RFP/LIST PRICE AGREEMENT NUMBER:

OTHER FUNDING DOLLARS: \$0.00

Specify "Other": \$0.00

LAW SPECIFIED VENDOR STATUTE:

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

FY20: \$597,097.00

STATE REPRESENTATIVE:

Melanie Simons
PHEP Grant Branch Manager
Colorado Department of Public Health and Environment
4300 Cherry Creek South Drive
Denver, Colorado 80246

PRICE STRUCTURE: Cost Reimbursement

CONTRACTOR REPRESENTATIVE:

Jeffrey Thomas
Denver Department of Public Health and Environment
200 W. 14th Avenue
Denver, CO 80204

PROJECT DESCRIPTION:

The Public Health Emergency Preparedness Program (PHEP) supports public health departments across the nation to upgrade their ability to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events.

EXHIBITS:

The following exhibits are hereby incorporated:

- Exhibit A - Additional Provisions (and any of its Attachments; e.g., A-1, A-2, etc.)
- Exhibit B - Statement of Work (and any of its Attachments; e.g., B-1, B-2, etc.)
- Exhibit C - Regional Statement of Work (and any of its Attachments; e.g., C-1, C-2, etc.)
- Exhibit D - Regional Epidemiologist Statement of Work (and any of its Attachments; e.g., D-1, D-2, etc.)
- Exhibit E - Budget (and any of its Attachments; e.g., E-1, E-2, etc.)
- Exhibit F - Sample Option Letter

COORDINATION:

The State warrants that required approval, clearance and coordination have been accomplished from and with appropriate agencies. Section 29-1-203, C.R.S., as amended, encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other to the fullest extent possible to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting entities.

APPROVAL:

In no event shall this contract be deemed valid until it shall have been approved by the State Controller or his/her designee.

PROCUREMENT:

All State of Colorado contracts with its political subdivisions and other governmental entities are exempt from the State of Colorado's personnel rules and procurement code.

PRICE PROVISIONS:

Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services and/or deliverables. The liability of the State at any time for such payments shall be limited to the encumbered amount remaining of such funds.

Authority to enter into this Contract exists in 25-1.5-101 C.R.S. and funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

The City and County of Denver (Contractor) does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of the City and County of Denver.

GENERAL PROVISIONS

The following clauses apply to this contract. In some instances, these general clauses have been expanded upon in other sections/exhibits of/to this contract. To the extent that other provisions of the contract provide more specificity than these general clauses, the more specific provision shall control.

1. Governmental Immunity. Notwithstanding any other provision to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 et.seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101 et.seq., CRS and the risk management statutes, Section 24-30-1501, et.seq., CRS as now or hereafter amended.
2. Available Funds Contingency
 - a. Available Funds. The State is prohibited by law from making commitments beyond the term of the State's current fiscal year; therefore, Contractor's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the available amount remaining of such encumbered funds. In the event that state funds become unavailable for this Contract, as determined by the State, the State may immediately terminate this Contract or amend it accordingly.
 - b. Federal Funds Contingency. Payment pursuant to this contract, if in federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. In the event that said funds, or any part thereof, become unavailable, as determined by the State, the State may immediately terminate this contract or amend it accordingly without liability including liability for termination costs.
3. Billing Procedures. The State shall establish billing procedures and requirements for payment due the Contractor in providing performance pursuant to this contract. The Contractor shall comply with the established billing procedures and requirements for submission of billing statements. The State shall comply with CRS 24-30-202(24) when paying vendors upon receipt of a correct notice of the amount due for goods or services provided hereunder.
4. Exhibits - Interpretation. Unless otherwise stated, all referenced exhibits are incorporated herein and made a part of this contract. Unless otherwise stated, the terms of this contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of this Contract; 2) the Additional Provisions **Exhibit A** and its attachments if included; 3) the Contract (other than the Special Provisions); 4) the RFP if applicable and attached; 5) the Scope/Statement of Work **Exhibit B** and its attachments if included; 6) the Contractor's proposal if applicable and attached; 7) other exhibits/attachments in their order of appearance.

The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Contract. If the

Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work **Exhibit B**, establish or create standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Contract.

5. Notice and Representatives. For the purposes of this contract, the representative for each party is as designated herein. Any notice required or permitted may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address provided, and if sent by mail it is effective when posted in a U.S. Mail Depository with sufficient postage attached thereto. Notice of change of address or change of representative shall be treated as any other notice.
6. Contractor Representations - Qualifications/Licenses/Approvals/Insurance. The Contractor certifies that, at the time of entering into this contract, it and its agents have currently in effect all necessary licenses, certifications, approvals, insurance, etc. required to properly provide the services and/or supplies covered by this contract in the state of Colorado. Proof of such licenses, certifications, approvals, insurance, etc. shall be provided upon the State's request. Any revocation, withdrawal or non-renewal of necessary license, certification, approval, insurance, etc. required for the Contractor to properly perform this contract, shall be grounds for termination of this contract by the State.

Contractor certifies that it is qualified to perform such services or provide such deliverables as delineated in this contract.

7. Legal Authority. The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and bind the Contractor to its terms. The person(s) executing this contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this contract.
8. Insurance – Contractor. The Contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act (CGIA), section 24-10-101, *et seq.*, C.R.S., as amended. Therefore, at all times during the initial term of this Contract, and any renewals or extensions hereof, the Contractor shall maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. If requested by the State, the Contractor shall provide the State with written proof of such insurance coverage.
9. Rights in Data, Documents and Computer Software or Other Intellectual Property. All intellectual property including without limitation, databases, software, documents, research, programs and codes, as well as all, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this contract shall be the exclusive property of the State. Unless otherwise stated, all such material shall be delivered to the State by the Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor’s obligations under this contract without the prior written consent of the State. All documentation, accompanying the intellectual property or otherwise, shall comply with the State requirements which include but is not limited to all documentation being in a paper, human readable format which is useable by one who is reasonably proficient in the given subject area. Software documentation shall be delivered by Contractor to the State that clearly identifies the programming language and version used, and when different programming languages are incorporated, identifies the interfaces between code programmed in different programming languages. The documentation shall contain source code which describes the program logic, relationship between any internal functions, and identifies the disk files which contain the various parts of the code. Files containing the source code shall be delivered and their significance to the program described in the documentation. The documentation shall describe error messages and the location in the source code, by page, line number, or other suitable identifier, where the error message is generated. The Contractor warrants that the delivered software will be sufficiently descriptive to enable maintenance and modification of the software. The State’s ownership rights

described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

If any material is produced under this Contract and the parties hereto mutually agreed that said material could be copyrighted by Contractor or a third party, then the State, and any applicable federal funding entity, shall, without additional cost, have a paid in full, irrevocable, royalty free, and non-exclusive license to reproduce, publish, or otherwise use, and authorize others to use, the copyrightable material for any purpose authorized by the Copyright Law of the United States as now or hereafter enacted. Upon the written request of the State, the Contractor shall provide the State with three (3) copies of all such copyrightable material.

10. Confidential or Proprietary Information. Subject to the Public (Open) Records Act, section 24-72-101, *et seq.*, C.R.S., as amended, if the Contractor obtains access to any records, files, or other information of the State in connection with, or during the performance of, this Contract, then the Contractor shall keep all such records, files, or other information confidential and shall comply with all laws and regulations concerning the confidentiality of all such records, files, or information to the same extent as such laws and regulations apply to the State. Contractor shall protect the confidentiality of all information accessed, used, held, created or received in connection with this Contract and shall insure that any subcontractors or agents of Contractor protect the confidentiality of all information under this Contract. Contractor shall access, use and disclose confidential information only for the operation and administration of the Contract, and shall not directly or indirectly disclose confidential information after the term of the Contract. Contractor shall implement appropriate safeguards as are necessary to prevent accidental or unauthorized use or disclosure of confidential information and shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards for maintaining and transmitting electronic confidential information. Contractor shall promptly notify the State if Contractor breaches the confidentiality of any information covered by this Contract. Any breach of confidentiality by the Contractor, or third party agents of the Contractor, shall constitute good cause for the State to cancel this Contract, without liability to the State. Any State waiver of an alleged breach of confidentiality by the Contractor, or third party agents of the Contractor, does not constitute a waiver of any subsequent breach by the Contractor, or third party agents of the Contractor.

The Contractor must identify to the State the information that it considers confidential or proprietary. This is a continuing obligation. Confidential or proprietary information for the purpose of this paragraph is information relating to Contractor's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information lawfully obtained by third parties, information which is in the public domain, or information which is or could have been acquired/developed independently by the State or a third party. Notwithstanding the foregoing, the State shall not be in violation of its obligations under this section should it disclose confidential information if such disclosure is, in the sole opinion of the State's legal counsel, required by applicable law and/or legal process (including, but not limited to, disclosures required pursuant to the Colorado (Open) Public Records Act, sections 24-72-201, *et. seq.*, C.R.S., as now or hereafter amended). The State shall endeavor to provide notice to the Contractor, as promptly as practicable under the circumstances, of any demand, request, subpoena, court order or other action requiring such disclosure, in order to afford Contractor the opportunity to take such lawful action as it deems appropriate to oppose, prevent or limit the disclosure, solely at its own instance and expense; but nothing herein shall be construed to require the State to refuse or delay compliance with any such law, order or demand.

11. Records Maintenance, Performance Monitoring & Audits. The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the program/project or the delivery of services under this contract. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records.

The Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with this contract. Except as provided by law, no information in possession of the Contractor about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, guardian, or the State. The Contractor shall have written policies governing access to, duplication and dissemination of, all such information and advise its agents, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its agents, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.

The Contractor authorizes the State, the federal government or their designee, to perform audits and/or inspections of its records, at any reasonable time during the term of this contract and for a period of six (6) years following the termination of this contract, to assure compliance with the state or federal government's terms and/or to evaluate the Contractor's performance. Any amounts the State paid improperly shall be immediately returned to the State or may be recovered in accordance with other remedies.

All such records, documents, communications, and other materials shall be the property of the State unless otherwise specified herein and shall be maintained by the Contractor in a central location as custodian for the State on behalf of the State, for a period of six (6) years from the date of final payment or submission of the final federal expenditure report under this contract, unless the State requests that the records be retained for a longer period, or until an audit has been completed with the following qualification. If an audit by or on behalf of the federal and/or state government has begun but is not completed at the end of the six (6) year period, or if audit findings have not been resolved after a six (6) year period, the materials shall be retained until the resolution of the audit findings.

The Contractor shall permit the State, any other governmental agency authorized by law, or an authorized designee thereof, in its sole discretion, to monitor all activities conducted by the Contractor pursuant to the terms of this contract. Monitoring may consist of internal evaluation procedures, reexamination of program data, special analyses, on-site verification, formal audit examinations, or any other procedures as deemed reasonable and relevant. All such monitoring shall be performed in a manner that will not unduly interfere with contract work.

12. Taxes. The State, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all state and local government use taxes [C.R.S. 39- 26-114(a) and 203, as amended]. The Contractor is hereby notified that when materials are purchased for the benefit of the State, such exemptions apply except that in certain political subdivisions the vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to the State. These sales or use taxes will not be reimbursed by the State.
13. Conflict of Interest. During the term of this contract, the Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the Contractor fully performing his/her obligations under this contract.

Additionally, the Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, the Contractor agrees to refrain from any practices, activities or relationships which could reasonably be considered to be in conflict with the Contractor's fully performing his/her obligations to the State under the terms of this contract, without the prior written approval of the State.

In the event that the Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, the Contractor shall submit to the State a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be grounds for termination of the contract.

Further, the Contractor, and its subcontractors or subgrantees, shall maintain a written code of standards governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of the Contractor, subcontractor, or subgrantee shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent;
- b. Any member of the employee's immediate family;
- c. The employee's partner; or
- d. An organization which employs, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. The Contractor's, subcontractor's, or subgrantee's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Contractor's potential contractors, or parties to subagreements.

14. Inspection and Acceptance (Services) and Contractor Warranty. The State reserves the right to inspect services provided under this contract at all reasonable times and places during the term of the contract. "Services" as used in this clause includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform with contract requirements, the State may require the contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the State may (1) require the contractor to take necessary action to ensure that the future performance conforms to contract requirements and (2) equitably reduce the payment due the contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the State in the termination provisions of this contract, or remedies otherwise available at law.

Contractor warrants that all supplies furnished under this contract shall be free from defects in materials or workmanship, are installed properly and in accordance with manufacturer recommendations or other industry standards, and will function in a failure-free manner for a period of one (1) year from the date of delivery or installation. Contractor shall, at its option, repair or replace any supplies that fail to satisfy this warranty during the warranty period. Additionally, Contractor agrees to assign to the State all written manufacturer warranties relating to the supplies and to deliver such written warranties to the State.

15. Adjustments in Price. Adjustments to contract prices are allowable only so long as they are mutually agreeable by the parties and so long as they are included within a contract amendment made prior to the effective date of the price adjustments and made pursuant to the State of Colorado Fiscal Rules, signed by the parties, and approved by the State Controller or designee. The Contractor shall provide cost or pricing data for any price adjustment subject to the provisions of the Cost or Pricing Data Section of the Colorado State Procurement Rules. Any adjustment in contract price pursuant to the application of a clause in this contract shall be made in one or more of the following ways:

- a. By agreement on a fixed-price adjustment;
- b. By unit prices specified in the contract;
- c. In such other manner as the parties may mutually agree; or
- d. In the absence of agreement between the parties, by a unilateral determination by the procurement officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee.

16. Contract Modifications. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. If either the State or the Contractor desires to modify the terms and conditions of this Contract, then the parties shall execute a standard written amendment to this

Contract initiated by the State. The standard written amendment must be executed and approved in accordance with all applicable laws and rules by all necessary parties including the State Controller or delegate.

17. Litigation. The Contractor shall within five (5) calendar days after being served with a summons, complaint, or other pleading which has been filed in any federal or state court or administrative agency notify the State that it is a party defendant in a case which involves services provided under this contract. The Contractor shall deliver copies of such document(s) to the State's Executive Director. The term "litigation" includes an assignment for the benefit of creditors, and filings in bankruptcy, reorganization and/or foreclosure.
18. Notice of Breach and Dispute Resolution: If the State or the Contractor believes in good faith that the other party has failed to timely complete a deliverable, or has otherwise committed a material breach of this Contract, then the non-breaching party shall notify the breaching party in writing of the alleged breach within ten (10) business days of: 1) the date of the alleged breach if the non-breaching party is aware of the breach at the time it occurs; or 2) the date that the non-breaching party becomes aware of the breach.

Upon receipt of written notice of an alleged breach of the Contract, the breaching party shall have ten (10) business days, or such additional time as may be agreed to in writing between the parties, within which to cure the alleged breach or to notify the non-breaching party in writing of the breaching party's belief that a material breach of this Contract has not occurred. Failure of the breaching party to cure or respond in writing within the above time period shall result in the non-breaching party being entitled to pursue any and all remedies available at law or in equity.

Except as herein specifically provided otherwise, disputes concerning the performance of this contract which cannot be resolved by the designated contract representatives shall be referred in writing to a senior departmental management staff designated by the department and a senior manager designated by the Contractor. Failing resolution at that level, disputes shall be presented in writing to the Executive Director and the Contractor's chief executive officer for resolution. This process is not intended to supersede any other process for the resolution of controversies provided by law.

The Contractor and its sureties shall be liable for any damage to the State resulting from the Contractor's breach, whether or not the Contractor's right to proceed with the work is terminated. The State reserves the right, in its sole discretion, to determine whether or not to accept substituted performance tendered by the Contractor or the Contractor's sureties and acceptance is dependent upon completion of all applicable inspection procedures.

19. Remedies: In addition to any other remedies provided for in this contract, and without limiting its remedies otherwise available at law, the State may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligations in this contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect or improper performance, activities, or inaction by the Contractor. Without limitation, these remedial actions include:
 - a. withhold payment to Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
 - b. require the vendor to take necessary action to ensure that the future performance conforms to contract requirements; and/or
 - c. request the removal from work on the contract of employees or agents of Contractor whom the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the contract the State deems to be contrary to the public interest or not in the best interest of the State; and/or
 - d. deny payment for those services or obligations which have not been performed and which due to circumstances caused by Contractor cannot be performed, or if performed would be

- of no value to the State; denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or
- e. suspend Contractor's performance pending necessary corrective action as specified by the State without Contractor's entitlement to adjustment in price/cost or schedule; and/or
 - f. modify or recover payments (from payments under this contract or other contracts between the State and the vendor as a debt due to the State) to correct an error due to omission, error, fraud and/or defalcation; and/or
 - g. terminate the contract.

These remedies in no way limit the remedies available to the State in the termination provisions of this contract, or remedies otherwise available at law.

20. Termination.

- a. Termination for Default. The State may terminate the contract for cause. In the event this contract is terminated for cause, the State will only reimburse the Contractor for accepted work or deliverables received up to the date of termination. In the event this contract is terminated for cause, final payment to the Contractor may be withheld at the discretion of the State until completion of final audit. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Contractor, and the State may withhold any payment to the Contractor for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Contractor is determined. If it is determined that the Contractor was not in default then such termination shall be treated as a termination for convenience as described herein. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive reasonable compensation for any services and supplies delivered and accepted. The Contractor shall be obligated to return any payment advanced under the provisions of this contract.
- b. Termination for Convenience. The State shall have the right to terminate this contract at any time the State determines necessary by giving the Contractor at least twenty (20) calendar days prior written notice. If notice is so given, this contract shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive reasonable compensation for any satisfactory services and supplies delivered.

In the event that the State terminates this contract under the Termination for Convenience provisions, the Contractor is entitled to submit a termination claim within ten (10) days of the effective date of termination. The termination claim shall address and the State shall consider paying the following costs:

- I. the contract price for performance of work, which is accepted by the State, up to the effective date of the termination;
- II. reasonable and necessary costs incurred in preparing to perform the terminated portion of the contract;
- III. reasonable profit on the completed but undelivered work up to the date of termination;
- IV. the costs of settling claims arising out of the termination of subcontracts or orders, not to exceed 30 days pay for each subcontractor;

- V. reasonable accounting, legal, clerical, and other costs arising out of the termination settlement.

In no event shall reimbursement under this clause exceed the contract amount reduced by amounts previously paid by the State to the Contractor.

- c. Immediate Termination. This contract is subject to immediate termination, in whole or in part, by the State without further liability in all of the following circumstances:
 - I. In the event that the State determines that the health, safety, or welfare of persons receiving services may be in jeopardy;
 - II. Upon verifying that the Contractor has engaged in or is about to participate in fraudulent or other illegal acts; or
 - III. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract.

21. Stop Work Order. Upon written approval by the State Procurement Officer or delegee, the State may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period after the order is delivered to the Contractor. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, as legally extended, the State Procurement Officer or delegee shall either:

- a. Cancel the stop work order; or
- b. Terminate the work covered by such order; or
- c. Terminate the contract.

If a stop work order issued under this clause is properly canceled, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified accordingly in writing pursuant to the terms of this contract dealing with contract modifications, if:

- a. The stop work order results in increased time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- b. The Contractor asserts claim for such an adjustment within thirty (30) days after the end of the period of work stoppage.

If the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise and such adjustment shall be in accordance with the Price Adjustment Clause of this contract.

22. Venue. The parties agree that exclusive venue for any action related to performance of this contract shall be in the City and County of Denver, Colorado.

23. Understanding of the Parties.

- a. Complete Integration. This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.

- b. Severability. To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
- c. Binding Agreement. Except as herein specifically provided otherwise, it is expressly understood and agreed that this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. All rights of action relating to enforcement of the terms and conditions shall be strictly reserved to the State and the named Contractor. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Contractor that any such person or entity, other than the State or the Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.
- d. Waiver. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
- e. Continuing Obligations. The State and the Contractor's obligations under this contract shall survive following termination or expiration to the extent necessary to give effect to the intent and understanding of the parties.
- f. Assignment and Change In Ownership, Address, Financial Status. Except as herein specifically provided otherwise, the rights, duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, subgranted or subcontracted except with the express prior written consent of the State, which consent shall not be unreasonably withheld. In the case of assignment or delegation, Contractor and the State shall execute the standard State novation agreement prior to the assignment or delegation being effective against the State. The subgrants and subcontracts permitted by the State shall be subject to the requirements of this contract. The Contractor is responsible for all subcontracting arrangements, delivery of services, and performance of any subgrantor or subcontractor. The Contractor warrants and agrees that any subgrant or subcontract, resulting from its performance under the terms and conditions of this contract, shall include a provision that the said subgrantor or subcontractor shall abide by the terms and conditions hereof. Also, the Contractor warrants and agrees that all subgrants or subcontracts shall include a provision that the subgrantor or subcontractor shall indemnify and hold harmless the State. The subgrantors or subcontractors must be certified to work on any equipment for which their services are obtained.

This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by section 4-9-318, CRS, provided that written notice of assignment adequate to identify the rights assigned is received by the controller for the agency, department, or institution executing this contract. Such assignment shall not be deemed valid until receipt by such controller – as distinguished from the State Controller – and the Contractor assumes the risk that such written notice of assignment is received by the controller for the agency, department, or institution involved.

The Contractor is required to formally notify the State prior to, or if circumstances do not allow prior notification then immediately following, any of the following:

- I. change in ownership;
- II. change of address;
- III. the filing of bankruptcy.

- g. Force Majeure. Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor

shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by “force majeure.” As used in this contract “force majeure” means acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods, epidemics; quarantine restrictions, strikes or other labor disputes; freight embargoes; or unusually severe weather.

- h. Changes In Law. This contract is subject to such modifications as may be required by changes in applicable federal or State law, or their implementing rules, regulations, or procedures. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in the form of a written amendment to this Contract that has been previously executed and approved in accordance with applicable law.
- i. Media or Public Announcements. Unless otherwise provided for in this Contract, the Contractor shall not make any news release, publicity statement, or other public announcement, either in written or oral form that concerns the work provided under this Contract, without the prior written approval of the State. The Contractor shall submit a written request for approval to the State no less than ten (10) business days before the proposed date of publication. The State shall not unreasonably withhold approval of the Contractor’s written request to publish. Approval or denial of the Contractor’s request by the State, shall be delivered to the Contractor in writing within six (6) business days from the date of the State’s receipt of Contractor’s request for approval.

If required by the terms and conditions of a federal or state grant, the Contractor shall obtain the prior approval of the State and all necessary third parties prior to publishing any materials produced under this Contract. If required by the terms and conditions of a federal or state grant, the Contractor shall also credit the State and all necessary third parties with assisting in the publication of any materials produced under this Contract. It shall be the obligation of the Contractor to inquire of the State as to whether these requirements exist and obtain written notification from the State as Contractor deems appropriate.

- 24. Conformance with Law. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include:

- 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. the “Hatch Act” (5 U.S.C. 1501-1508) and Public Law 95-454, Section 4728
- c. 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”);
- d. 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”).
- e. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
- f. 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);
- g. if the Contractor is acquiring an interest in real property and displacing households or businesses in the performance of this Contract, then the Contractor is in compliance with

- the “Uniform Relocation Assistance and Real Property Acquisition Policies Act”, as amended, (Public Law 91-646, as amended, and Public Law 100-17, 101 Stat. 246 - 256);
- h. 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);
- i. Section 2101 of the Federal Acquisition Streamlining Act of 1994, Public Law 103-355; and
- j. If the Contractor is a covered entity under the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d – 1320d-8, the Contractor shall comply with applicable HIPAA requirements. **If Contractor is a business associate under HIPAA, Contractor hereby agrees to, and has an affirmative duty to, execute the State’s current HIPAA Business Associate Agreement. In this case, Contractor must contact the State’s representative and request a copy of the Business Associate Agreement, complete the agreement, have it signed by an authorized representative of the Contractor, and deliver it to the State.**
- k. 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.
- l. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
- m. 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 60-1.3(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.
- n. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- o. 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.
- p. 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.
- q. 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.

25. Contractor Affirmation. If this Contract involves federal funds or compliance is otherwise federally mandated, then by signing and submitting this Contract the Contractor affirmatively avers that:

- a. the Contractor is in compliance with the requirements of the “Drug-Free Workplace Act” (Public Law 100-690 Title V, Subtitle D, 41 U.S.C. 701 et seq.);
- b. 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,
- c. the Contractor shall comply with all applicable regulations pursuant to Section 319 of Public Law 101-121, Guidance for New Restrictions on Lobbying, including, Certification and Disclosure, 29 C.F.R. 93.110(1990) and where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

26. Annual Audits. If the Contractor expends federal funds from all sources (direct or from pass-through entities) in an amount of \$750,000 or more during its fiscal year, then the Contractor shall have an audit of that fiscal year in accordance with Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). If the Contractor expends federal funds received from the State in an amount of \$750,000 or more during its fiscal year, then the Contractor shall furnish one (1) copy of the audit report(s) to the State's Internal Audit Office within thirty (30) calendar days after the Contractor's receipt of its auditor's report or nine (9) months after the end of the Contractor's audit period, whichever is earlier. If (an) instance(s) of noncompliance with federal laws and regulations occurs, then the Contractor shall take all appropriate corrective action(s) within six (6) months of the issuance of (a) report(s).
27. Holdover. In the event that the State desires to continue the services provided for in this Contract and a replacement contract has not been fully executed by the expiration date of the Contract, this Contract may be extended unilaterally by the State for a period of up to two (2) months upon written notice to the Contractor under the same terms and conditions of the original Contract including, but not limited to, prices, rates, and service delivery requirements. However, this extension terminates when the replacement contract becomes effective when signed by the State Controller or an authorized delegate.
28. The City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of the City.
29. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** [*This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is \$100,000 or higher*]

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

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

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

30. Performance Outside the State of Colorado and/or the United States

[Not applicable if Contract Funds include any federal funds]

Following the Effective Date, Contractor shall provide written notice to the State, in accordance with the Notices and Representatives provision, within 20 days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this provision shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this provision shall constitute a material breach of this Contract.

COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)

These Special Provisions apply to all contracts except where noted in *italics*.

A. CONTROLLER'S APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in the Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq. C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and CDPHE within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to CDPHE a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 et seq., C.R.S., CDPHE may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101 et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

SIGNATURE PAGE

Contract Routing Number: **CT 2020*241**

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR
City and County of Denver
Denver Department of Public Health and Environment

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Public Health and Environment
Jill Hunsaker Ryan, MPH
Executive Director

By: (see incorporated Supplemental Signature Page attachment)
Signature of Authorized Individual

By: _____
Lisa McGovern
Procurement and Contracts Section Director, CDPHE

Date: _____

Date: _____

PROGRAM APPROVAL

LEGAL REVIEW

Colorado Department of Public Health and Environment
Melanie Simons
PHEP Grant Branch Manager

Attorney General

By: _____
Signature of Authorized CDPHE Program Approver

By: _____
Signature – Assistant Attorney General

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: _____

Effective Date: _____

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ADDITIONAL PROVISIONS
To Contract Dated 5/1/2019 - CMS Contract Routing Number CT 2020*241

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

1. This Contract contains federal funds (see Catalog of Federal Domestic Assistance (CFDA) number 93.069).
2. The United States Department of Health and Human Services (“HHS”), through the Center for Disease Control (“CDC”) has awarded as of 07/01/2019 anticipated federal funds of \$10,368,137.00 under Notice of Cooperative Agreement Award, hereinafter “NCAA”, number CDC-RFA-TP19-1901, to perform the following– Public Health and Emergency Preparedness for the State of Colorado.

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

3. To receive compensation under the Contract, the Contractor shall submit a signed Monthly Invoice Form. This form is titled CDPHE STANDARD Reimbursement Invoice Form and is accessible from the CDPHE internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> the form is incorporated and made part of this Contract by reference. The Invoice Form 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 the Statement of Work and Budget. The Contractor shall submit the invoice using the method listed below.

Scan the completed and signed Invoice Form and supporting documentation into an electronic document. Email the Invoice form and supporting documentation 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.

4. Time Limit for Acceptance of Deliverables.

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.

Notice of Defect. If the State believes in good faith that a deliverable fail 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.

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. If the Contractor fails to correct such deficiencies within thirty (30) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order Contract or the Master Contract and all Task Order Contracts entered into pursuant to the Master Contract.

5. 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.

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

7. 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

8. Contracting Provisions

The Contractor shall ensure that all service related expenses are completed and all goods related expenses are received on or before **the expiration of the contract.**

The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the activities under this contractual agreement for six years. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a reimbursement was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records. Contractor's auditor shall perform audits in accordance with the requirements of the OMB Circulars A-87 (Cost Principles for State, Local, and Tribal Governments), A-122 (Cost Principles for Non-Profit Organizations) and A-133 (Audits of States, Local Governments, and Non-Profit Organizations), as applicable.

The Contractor must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

9. Fiscal Provisions

Supplantation:

Cooperative agreement funds cannot supplant any current state or local expenditures. Supplantation refers to the replacement of non-federal funds with federal funds intended to support the same activities. The Public Health Service Act, Title I, Section 319 (c) specifically States: "SUPPLEMENT NOT SUPPLANT. Funds appropriated under this section shall be used to supplement other federal, state, and local public funds provided for activities under this section."

Contractor shall ensure that reimbursement requests are not duplicated under any other Public Health Emergency Preparedness funding or utilized to supplant non-related activities or programs. Contractor shall ensure appropriate distribution of costs in direct relation to the activities performed.

Unallowable Costs:

1. Payment or reimbursement of backfilling costs for staff.
2. Construction or major renovations.
3. Salary of an individual at a rate in excess of Executive Level II or \$187, 000 per year.

4. The purchase of clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts.
5. The purchase or support (feed) for animals for labs, including mice.
6. The purchase a house or other living quarters for those under quarantine.
7. The purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.
8. Funds shall not be used for clinical care.
9. Funds shall not be used for entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs.
10. Recipients shall not use funds for fund raising activities and lobbying.

2 CFR 200 Code of Federal Regulations

The contractor shall follow the regulations and guidance put forth by the Federal Government as described in the "Super Circular". This information is available on the following website https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and is incorporated and made part of this contract by reference.

10. Budget Line Definitions

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.

Personnel: The Contractor shall dedicate the necessary funds to support salary and fringe for any staff member devoting time and effort towards the accomplishment of any activities identified under this Scope of Work.

Equipment: The Contractor shall purchase equipment, as well as maintain the working order of any existing equipment, required to meet any activity identified under this Scope of Work such as personal and portable computers, communication radios, cellular telephones, facsimile machines, laboratory equipment, training equipment, public information kits, etc.

Travel: The Contractor shall support travel related costs to ensure accomplishment of activities identified under this Scope of Work such as regional planning meetings, local partner planning meetings, attendance at training sessions, conferences, and agency representation at the Emergency Preparedness and Response conference calls.

Operating and Supplies: The Contractor shall support operating and supply costs directly associated with any activities identified under this Scope of Work such as high-speed Internet connections, notification systems, telephone and communication systems, office supplies, copying, printing, postage, room rental, software purchase and upgrades, etc.

Indirect: A Contractor's allowable indirect rate is the current Negotiated Indirect Rate Agreement on file with Colorado Department of Public Health and Environment Internal Auditor's office. In the event there is no such agreement on file, the allowable indirect rate shall default to 10% of Direct Salaries & Wages, Including Fringe Benefits. If there was a negotiated indirect rate in the past, but it has expired, the contractor is not allowed to claim the 10% default rate. The contractor cannot claim any indirect rate until they have negotiated a new rate with CDPHE internal Auditor's office as per the OMB super circular. If a new or revised Negotiated Indirect Rate Agreement is filed with the CDPHE Internal Auditor's office during the current term of this Agreement, the new indirect rate may be used for the remainder of the current performance period and will *not* be retroactive to the effective date of the Agreement.

11. 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.

12. 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.
13. 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.
14. The contractor shall provide written notification to CDPHE OEPR PHEP Program Manager and OEPR Grants Branch Manager of emergency preparedness and response regional staff (including regional generalists and regional epidemiologists) position vacancies. This notification should include:
 - A. name of the regional staff person leaving the position;
 - B. the date the vacancy will occur;
 - C. the estimated date when the vacancy will be filled and;
 - D. Name of replacement once filled.

CDPHE will assist hosting agencies by providing resources and training if needed and requested to new regional staff.

STATEMENT OF WORK
To Original Contract Routing Number CT 2020*241

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 PHEP cooperative agreement provides technical assistance and resources to support state, local, tribal and territorial public health departments, along with HCCs and health care organizations, to show measurable and sustainable progress toward achieving the preparedness and response capabilities that promote prepared and resilient communities.

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. ESAR-VHP- Emergency System for Advance Registration of Volunteer Health Professionals
15. HAN-Health Alert Network
16. HCC-Healthcare Coalition
17. HVA-Hazards Vulnerability Assessment
18. ICS-Incident Command Structure
19. IMATS- Inventory Management and Tracking System
20. IP-Improvement Plan
21. LPHA-Local Public Health Agency
22. MCM-Medical Countermeasure
23. MYTEP-Multi-Year Training and Exercise Plan
24. NIMS-National Incident Management System
25. OEPR-Office of Emergency Preparedness and Response
26. POD-Point of Dispensing
27. PHEOP-Public Health Emergency Operations Plan
28. RTP-Regional Transfer Point
29. SNS-Strategic National Stockpile
30. 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, provide public health preparedness; improve response and recovery activities through planning.

Primary Activity #1	The Contractor shall update their agency COOP (Continuity of Operations Plan) to meet the minimum federal requirements.
Primary Activity #2	The Contractor shall complete the 'Critical Workforce Group Tiers' spreadsheet.
Primary Activity #3	The Contractor shall develop or update their agency Volunteer Management Plan.
Primary Activity #4	The Contractor shall coordinate a minimum of two (2) county-level Pandemic Influenza planning meetings with relevant subject matter experts and community partners, including AFN representatives, to orient partners on the local/county pandemic plan.
Primary Activity #5	The Contractor shall participate in planning for the Coalition Surge Test (CST) as a core member of the HCC.
Primary Activity #6	The Contractor shall incorporate the OEPR Situational Awareness Tool into their PHEOP.
Primary Activity #7	The Contractor shall complete the 'Access and Functional Needs and Community Partners' report to identify current and desired engagement of community organizations who can provide relationships or support to their public's access and functional needs.
Primary Activity #8	The Contractor shall create a plan or integrate into existing plans AFN resources/practices and intentional community engagement into the 2021 Full Scale Exercise in its jurisdiction.
Primary Activity #9	The Contractor shall conduct one-to-one interviews or focus groups with at least three (3) stakeholders/community groups OR document action steps identified from community conversations in the last year to integrate jurisdictional access & functional needs in public health emergency plans and practices.
Primary Activity #10	The Contractor shall participate in the HCC HVA.
Primary Activity #11	The Contractor shall update their local community and responder Mass Prophylaxis/ Vaccination/POD Plans.
Primary Activity #12	The Contractor shall assist in the planning/responding to issues impacting high-risk populations such as people experiencing homelessness and/or substance use issues.
Primary Activity #13	The Contractor shall participate in the Regional ESF#8 Training and Exercise Planning Workshop attended by at a minimum, hospitals, EMS, emergency management organizations, and public health agencies.
Primary Activity #14	The Contractor shall participate in the development of a Regional ESF#8 Multi-Year Training and Exercise Plan that includes at a minimum, hospitals, EMS, emergency management organizations, and public health agencies.
Primary Activity #15	The Contractor shall participate in the Regional Pandemic Influenza Tabletop Exercise with Regional Staff and the Readiness and Response Coordinator.

Primary Activity #16	The Contractor shall attend the 2019 OEPR Annual Meeting.
Objective #2: No later than the expiration date of the Contract, provide public health preparedness; improve response and recovery activities through training.	
Primary Activity #1	The Contractor shall have a trained primary and back-up CVM administrator.
Primary Activity #2	The Contractor shall participate in a web-based training on the OEPR Situational Awareness Tool.
Primary Activity #3	The Contractor shall participate in a web-based training on completing the ‘Critical Workforce Group Tiers’ worksheet.
Primary Activity #4	The Contractor shall participate in a web-based training on ‘Vaccination Planning for Critical Workforce Groups’.
Objective #3: No later than the expiration date of the Contract, provide public health preparedness, and improve response and recovery activities through exercises.	
Primary Activity #1	The Contractor shall complete the Coalition Surge Test (CST) as a core member of the HCC.
Primary Activity #2	The Contractor shall participate in quarterly redundant communications (eg. 800MHz radio) drills conducted by OEPR.
Primary Activity #3	The Contractor shall conduct a minimum of two (2) redundant communications drills with local operational sites (eg. PODs).
Primary Activity #4	The Contractor shall conduct a minimum of two (2) HAN Communication Drills.
Primary Activity #5	The Contractor shall participate in a minimum of two (2) IMATS SNS Resource Request Drills
Primary Activity #6	The Contractor shall create and send out two (2) mission drills utilizing the CVM
Objective #4: No later than the expiration date of the Contract, provide public health preparedness, and improve response and recovery activities through additionally identified needs.	
Primary Activity #1	The Contractor shall complete the 2019-20 CPG Survey with input from all relevant partners in its jurisdiction.
Primary Activity #2	The Contractor shall retain trained personnel to manage and monitor routine jurisdictional surveillance and epidemiological investigation systems and support surge requirements in response to threats.

<p>Primary Activity #3</p>	<p>The Contractor shall attend a minimum of one (1) Regional HCC or HCC Chapter meeting/per quarter.</p>
<p>Primary Activity #4</p>	<p>The Contractor shall update agency contact info twice/year in CO-SHARE.</p>
<p>Standards and Requirements</p>	<ol style="list-style-type: none"> 1. The Contractor shall utilize the ‘Public Health Emergency Preparedness and Response Capability-National Standards for State, Local, Tribal and Territorial Public Health, October 2018’ as guidance for all planning activities. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/ 2. The Contractor shall highlight or indicate areas of the COOP (Continuity of Operations Plan) that have been revised with the minimum federal requirements. These requirements are outlined in the PHEP NOFO COOP Requirements. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/ 3. CDPHE shall provide the ‘Critical Workforce Group Tiers’ worksheet template to contractor no later than 7/1/2019. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/. 4. The Contractor shall comply with the requirements stated in the “<i>Allocating and Targeting Pandemic Influenza Vaccine during an Influenza Pandemic</i>” when completing the ‘Critical Workforce Group Tiers’ worksheet. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/. 5. CDPHE will provide technical assistance and guidance from CDC on Planning Considerations for Vaccinating Critical Workforce Groups’ as it relates to Pandemic Operational Readiness. This will include new guidance from CDC, "<i>Implementing a Pandemic Influenza Vaccination Campaign</i>" and "<i>Roadmap for Allocating and Targeting Critical Workforce Groups for an Influenza Pandemic</i>". These documents will be incorporated upon release from CDC and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/ 6. The Contractor shall facilitate discussions with the Pandemic Planning group regarding non-pharmaceutical interventions, access and functional needs (AFN), vaccination of critical workforce, etc. The Contractor shall have the option of using a facilitation guide developed by CDPHE. This document is incorporated and made part of this contract by reference and is available on the following website https://sites.google.com/a/state.co.us/co-share/. 7. The Contractor shall adhere to the following guidelines for the Pandemic Influenza planning meetings: create new pandemic planning group or work with existing group; include representation from diverse sectors such as immunization, epidemiology, emergency management, communication experts, schools, health care providers and hospitals, businesses, pharmacies, immunization staff etc. 8. The Volunteer Management Plan must include: how LPHAs will manage walk-up volunteers, volunteer liability, licensure, Workman's Compensation, scope of practice,

third party reimbursement issues, and documentation of ESAR-VHP compliant system if not using the Colorado Volunteer Mobilizer (CVM). CDPHE. CDPHE will provide Volunteer Plan guidance, including legal issues and managing spontaneous volunteers. This guidance is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.

9. CDPHE will provide access to the Situational Awareness Tool via CO-SHARE by July 1, 2019. This tool will be incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
10. The Contractor shall integrate the Situational Awareness Tool into the Concept of Operations section of their Public Health Emergency Operations Plan (PHEOP) or Communications Annex to establish a mechanism to monitor situational awareness during emergent and non-emergent times.
11. CDPHE will provide an 'Access & Functional Needs (AFN) and Community Partners report' template for LPHAs by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>
12. CDPHE will provide an optional 2021 Full-Scale Exercise Community Engagement plan template for LPHAs to develop activities to integrate more public participation and AFN resources/practices into the 2021 Public Health Full-Scale Exercise Plan by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>
13. CDPHE will provide a C-MIST driven AFN Conversations Guidance document to support one-to-one interviews and focus groups by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>
14. The Contractor shall provide a HCC Healthcare Vulnerability Assessment (HVA) tool to include information that supports the public health priority to diagnose and investigate health problems and health hazards in the community, ensuring that endemic disease and novel threats are included in the analysis. CDPHE will provide the HCC HVA tool/template by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
15. The Contractor shall support and/or facilitate efficient, coordinated public health activities during the planning for or the duration of a response to issues impacting high-risk population such as people experiencing homelessness and/or substance use issues.
16. The Regional ESF#8 MYTEP must include five years of training and exercises, the integration of the HPP Health Care Coalition Training and Exercise Plan, and the required elements as indicated on the template provided by CDPHE via CO-SHARE. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
17. The Contractor shall support the TEPW with their subject-matter expertise, and logistical support as requested.
18. CDPHE will provide an exercise package for the Regional Pandemic Influenza Tabletop Exercise by July 1, 2019 that each region may use as a base template provided via CO-SHARE. These documents are incorporated and made part of this contract by reference

and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.

19. The Contractor must participate in the Regional Pandemic Influenza Tabletop Exercise as a "Player" so as to properly represent LPHA decisions and actions during a simulated event.
20. CVM administrators must have completed CVM Administrator training, signed the yearly confidentiality agreement and be recognized by OEPR as a CVM Administrator.
21. CVM Administrator training will be offered quarterly by CDPHE.
22. Contractors who have 10 employees or less may designate a regional staff member as their CVM Administrator backup. If a regional staff member is identified as the the back-up CVM Administrator, the regional staff member must provide written agreement to the CVM Coordinator.
23. CDPHE will validate attendance of the specific Situational Awareness Tool training attendee in CO.TRAIN.
24. CDPHE will conduct the 'Critical Workforce Group Tier Spreadsheet' training and validate contractor participation in CO.TRAIN.
25. CDPHE will provide the 'Vaccination Planning for Critical Workforce Groups' webinar to include an overview of new CDC guidance on "Implementing a Panflu Vaccination Campaign" and "Roadmap for Allocating and Targeting Critical Workforce Groups for an Influenza Pandemic".
26. The Contractor shall comply with the requirements stated in the Health Care Coalition Surge Test when completing the Coalition Surge Test Exercise. This information is located on the Public Health Emergency government website <https://www.phe.gov/Preparedness/planning/hpp/Pages/coalition-tool.aspx> and is incorporated and made a part of this contract by reference.
27. A minimum of one (1) EPR Coordinator per agency must respond to the quarterly redundant communication drills conducted by OEPR.
28. Redundant Communication Drills can include communication via 800MHz radios, cell phone, text and/or email.
29. Tactical Communication Drills (radios) will focus on information sharing between the state and local department operations centers (DOC) and communication between the Receive, Store, Stage (RSS) site and Regional Transfer Point (RTP) and Local Transfer Points (LTP).
30. Participation in redundant communication drills initiated by CDPHE will be verified by CDPHE (i.e. CNS generated reports, radio drill spreadsheets).
31. Drills conducted by the Contractor to local operational sites should be documented on the 'Communications Drill Reporting Spreadsheet' provided by CDPHE.

32. Local operational sites include the following: Department Operations Center (DOC); Open Point of Dispensing (POD); Closed POD; Regional Transfer Point (RTP); Local Transfer Point (LTP); and Healthcare Coalition (HCC) member agencies.
33. Drills conducted by the contractor can be notification, exercise or real event.
34. Contractor will include cdphe_epr_sit@state.co.us when conducting HAN notifications and drills.
35. CDPHE will initiate and document IMATS SNS Resource Request Drills.
36. The Contractor shall sign-up for the IMATS SNS Resource Request Drill electronically via CO.TRAIN.
37. The Contractor shall use a 213rr or other inventory form to conduct IMATS SNS Resource Request drills. Resource Request forms are incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
38. CDPHE will verify participation in IMATS SNS Resource Request drills by reviewing resource requests in IMATS.
39. CDPHE will conduct IMATS drills once/quarter.
40. CDPHE will provide a schedule for all OEPR drills by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>
41. The Contractor shall complete the 2019-20 CPG Survey by using the CO-PHRCA (Colorado Public Health System Response Capacity Assessment).
42. The Contractor shall conduct the 2019-20 CO-PHRCA in a manner as identical as possible to the jurisdiction's CO-PHRCA in the previous grant year, or update the results from the previous grant year's CO-PHRCA.
43. CDPHE will provide results from the 2018-19 CO-PHRCA upon request.
44. The 2019-20 CPG Survey should be completed by soliciting input from the following partners (as applicable) Hospitals, Emergency Medical Services (EMS), Emergency Management, Behavioral Health, Home Health, Long-term Care/Assisted Living, Schools, Law Enforcement, Elected Officials, Non-Profit/Volunteer Organizations, Faith-Based Organizations, LPHA Laboratory Staff
45. CDPHE will provide guidance and tools for completing the 2019-20 CPG Survey, including access to the CO-PHRCA. This document is incorporated and made part of this contract by reference and is available on the following website: <https://sites.google.com/a/state.co.us/co-share/>.
46. 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

	<p>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</p> <p>47. The Contractor will ensure the development and submission to CO-SHARE of AAR/IPs for all Tabletop Exercises within 60 days of event conclusion.</p> <p>48. Functional exercises, full scale exercises, and real event responses must be submitted within 120 days of event conclusion. All joint HPP and PHEP exercises, including MCM exercises, shall include a surge of patients into the health care system.</p> <p>49. Accommodations for at-risk populations should be incorporated into all plans and exercises and any access or functional needs of at-risk populations that may interfere with their ability to access or receive medical care before, during, or after a disaster or emergency should be considered.</p> <p>50. The Contractor shall maintain NIMS compliance and a current emergency preparedness response plan.</p> <p>50. EPR Coordinators with less than two (2) years of Colorado OEPR experience must complete the "Public Health Emergency Preparedness and Response 101" online course at https://www.train.org/colorado/course/1077760/compilation. This site is incorporated and made part of this contract by reference.</p> <p>52. The Contractor shall assure they have members trained in the following systems as applicable (eg. CO-SHARE, CO.TRAIN, CNS, CVM, eICS, EMResource, IMATS).</p> <p>53. CDPHE will provide training on OEPR systems upon request.</p> <p>54. The Contractor shall register on CO.TRAIN for the 2019 OEPR Annual Meeting and sign-in at the registration desk.</p> <p>55. LPHA representation at 2019 OEPR Annual Meeting cannot be met by Regional Staff attendance.</p> <p>56. The Contractor shall register in CO.TRAIN for trainings as requested by OEPR. This information is located at the following website https://www.train.org/colorado and is incorporated and made part of this contract by reference.</p> <p>57. The Contractor shall assist regional staff to fulfill the requirements of the Statement of Work upon request of the regional staff.</p> <p>58. The Contractor must update agency contact info twice/year at the following location in CoShare https://sites.google.com/a/state.co.us/co-share/home/lpha. This site is incorporated and made part of this contract by reference.</p>
<p>Expected Results of Activity(s)</p>	<p>Colorado public health agencies will have increased capacity to respond to public health emergencies and related events to which a public health response is necessitated.</p>

Measurement of Expected Results	Review of plans and CPG data surveys	
		Completion Date
Deliverables	1. The Contractor shall submit their updated agency COOP electronically via CO-SHARE.	No later than 3/31/20
	2. The Contractor shall submit their county-level Critical Workforce Group Tiers worksheet electronically via CO-SHARE.	No later than 3/31/20
	3. The Contractor shall submit their Volunteer Management Plan electronically via CO-SHARE.	No later than 3/31/20
	4. The Contractor shall submit notes/attendance roster from a minimum of one (1) HCC Coalition Surge Test (CST) planning meeting electronically via CO-SHARE.	No later than 3/31/20
	5. The Contractor will submit an updated PHEOP electronically via CO-SHARE.	No later than 3/31/20
	6. The Contractor shall submit an 'Access & Functional Needs and Community Partners' report electronically via CO-SHARE.	No later than 12/31 19
	7. The Contractor shall submit a 'Community Engagement and AFN Integration Plan' for the 2021 FSE electronically via CO-SHARE.	No later than 6/15/20
	8. The Contractor shall submit at least one collaboration activity identified with community partners to better integrate Access & Functional Needs into public health emergency plans or practices electronically via CO-SHARE.	No later than 6/15/20
	9. The Contractor shall indicate names of staff participating in the Regional HCC HVA electronically via CO-SHARE.	No later than 6/15/20
	10. The Contractor shall submit an updated community and responder Mass Prophylaxis/Vaccination/POD electronically via CO-SHARE.	No later than 3/31/20
	11. The Contractor shall submit any planning documentation, incident action plans or ICS org charts regarding any Hep A related response or planning initiative electronically via COSHARE.	No Later Than 6/15/20
	12. The Contractor shall indicate names of the individuals assisting with the Regional ESF#8 MYTEP Development electronically via CO-SHARE.	No later than 12/31/19
	13. The Contractor shall indicate the names of individuals attending the Regional ESF#8 Training and Exercise Planning Workshop electronically via CO-SHARE.	No later than 12/31/19
	14. The Contractor shall indicate electronically the names of the individuals participating in the Regional Pandemic Influenza Tabletop Exercise electronically via CO-SHARE.	No later than 6/15/20
	15. The Contractor shall indicate electronically the names of individual attending the 2019 OEPR Annual Meeting electronically via CO-SHARE.	No later than 12/31/19
	16. The Contractor shall submit minutes, agendas and roster for meetings regarding pandemic influenza planning electronically via CO-SHARE.	No later than 6/15/20
	17. The Contractor shall submit copies of CVM administrator training certificates for primary and back up administrators electronically via CO-SHARE.	No later than 3/31/20

	18. The Contractor shall document the name of the 2019 OEPR Annual Meeting attendee electronically via CO-SHARE.	No later than 12/31/20
	19. The Contractor shall indicate names of individuals participating in the Critical Workforce Group Vaccination Planning webinar electronically via CO-SHARE.	No later than 3/31/2020
	20. The Contractor shall indicate names of individuals participating in the Critical Workforce Group-Tiers Spreadsheet webinar electronically via CO-SHARE.	No later than 9/30/19
	21. The Contractor shall submit documentation of participation of in the HCC Coalition Surge Test (CST) electronically via CO-SHARE.	No later than 6/15/20
	22. The Contractor shall submit agency-initiated drill report information in the Communications Drill Report form electronically via CO-SHARE.	No later than 6/15/20
	23. The Contractor shall indicate completion of IMATS drill electronically via CO-SHARE.	No later than 6/15/20
	24. The Contract shall submit report of CVM drills conducted electronically via CO-SHARE.	No later than 6/15/20
	25. The Contractor shall submit their responses to the CPG Survey online through the 2019-20 CO-PHRCA (Colorado Public Health System Response Capacity Assessment).	No later than June 15, 2020
	26. The Contractor shall document electronically via CO-SHARE attendance at regional HCC meetings.	No later than June 15, 2020
	27. The Contractor shall update contact info in CO-SHARE	No later than February 29 and June 15, 2020

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.

NORTH CENTRAL REGIONAL STAFF

STATEMENT OF WORK
To Original Task Order Routing Number CT 2020*

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 PHEP cooperative agreement provides technical assistance and resources to support state, local, tribal and territorial public health departments, along with HCCs and health care organizations, to show measurable and sustainable progress toward achieving the preparedness and response capabilities that promote prepared and resilient communities.

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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. EOP-Emergency Operations Plan
13. ESAR-VHP- Emergency System for Advance Registration of Volunteer Health Professionals
14. HAN-Health Alert Network
15. HCC-Healthcare Coalition
16. ICS-Incident Command Structure
17. IMATS- Inventory Management and Tracking System
18. IP-Improvement Plan
19. LPHA-Local Public Health Agency
20. MCM-Medical Countermeasure
21. MYTEP-Multi-Year Training and Exercise Plan
22. NIMS-National Incident Management System
23. POD-Point of Dispensing
24. RTP-Regional Transfer Point
25. SNS-Strategic National Stockpile
26. TEPW-Training and Exercise Planning Workshop

II. Work Plan:

Goal #1: Increase capacity for preparedness, response and recovery in Colorado.	
Objective #1: No later than the expiration date of the Contract, provide public health preparedness, and improve response and recovery activities through planning.	
Primary Activity #1	The Contractor shall facilitate the completion of the ‘Critical Workforce Group Tiers’ worksheet for LPHAs in their region.

Primary Activity #2	The Contractor shall facilitate an update of local community and responder Mass Prophylaxis/Vaccination/POD Plans for LPHAs in their region.
Primary Activity #3	The Contractor shall maintain and update facility records in IMATS and IMATS Training modules.
Primary Activity #4	The Contractor shall develop three (3) region-specific activities for the FY20-21 Regional Staff Scope of Work.
Primary Activity #5	The Contractor shall provide technical support and assistance to LPHAs in completing the 2019-20 CPG Surveys in their region.
Primary Activity #6	The Contractor shall facilitate the Regional ESF#8 Training and Exercise Planning Workshop that includes at a minimum, hospitals, EMS, emergency management organizations, and public health agencies.
Primary Activity #7	The Contractor shall create a Regional ESF#8 Multi-Year Training and Exercise Plan using the template provided by CDPHE that includes at a minimum, hospitals, EMS, emergency management organizations, and public health agencies.
Primary Activity #8	The Contractor shall facilitate the development of, or revisions to, the Public Information & Warning Plan for LPHAs in the Northcentral Region.
Primary Activity #9	The Contractor facilitate the development of, or revisions to, the Volunteer Management Plan for LPHAs in the Northcentral Region.
Primary Activity #10	The Contractor shall coordinate the provision of a Public Health Emergency Law training in the Northcentral Region.
Objective #2: No later than the expiration date of the Contract, provide public health preparedness, and improve response and recovery activities through training.	
Primary Activity #1	The Contractor shall attend the 2019 OEPR Annual Meeting.
Primary Activity #2	The Contractor shall participate in a Regional Transfer Point (RTP) or Local Transfer Point (LTP) training.
Primary Activity #3	The Contractor shall participate in DHSEM's "AFN Getting it Right" Conference.
Objective #3: No later than the expiration date of the Contract, provide public health preparedness, and improve response and recovery activities through exercises.	
Primary Activity #1	The Contractor shall participate in two (2) of four (4) IMATS drills.
Primary Activity #3	The Contractor shall coordinate the Regional Pandemic Influenza Tabletop Exercise with the Readiness and Response Coordinator.

Standards and Requirements

1. The Contractor shall utilize the “*Public Health Emergency Preparedness and Response Capability-National Standards for State, Local, Tribal and Territorial Public Health, October 2018*” as guidance for all planning activities. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
2. The Contractor shall comply with the requirements stated in the “*Allocating and Targeting Pandemic Influenza Vaccine during an Influenza Pandemic*” when completing the ‘Critical Workforce Group Tiers’ worksheet. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
3. CDPHE will provide a checklist on Vaccinating Critical Workforce Groups for Pandemic Operational Readiness that shall include information from the following 2019 CDC resources “*Implementing a Pandemic Influenza Vaccination Campaign*” and “*Roadmap for Allocating and Targeting Critical Workforce Groups for an Influenza Pandemic*”. As soon as these resources are provided by CDC, they will be made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
4. IMATS drills will be initiated and documented by CDPHE.
5. The Contractor shall participate in IMATS drill by receiving resource requests from the LPHAS assigned to them and entering all submitted requests into IMATS, while providing situational awareness to the LPHAs. CDPHE will provide updated CDPHE MCM Ordering, Distribution and IMATS Just-in-Time Training Manual by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
6. CDPHE will provide a schedule for all OEPR drills by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
7. The Contractor shall sign-up for the IMATS drills electronically via CO.TRAIN.
8. CDPHE will verify participation in IMATS drills by reviewing SNS resource requests in IMATS.
9. IMATS facilities are defined as: Closed/Open Point of Dispensing, Regional Transfer Point, Local Transfer Point and Hospital.
10. The Contractor shall send an email notification to the CDPHE IMATS Coordinator when the contractor adds local/regional facilities to IMATS.
11. The Contractor shall recruit MCM distribution partners in the county/region to participate in the Regional Transfer Point (RTP) or Local Transfer Point (LTP) “refresher” training. Training will address county and/or region-level gaps identified through the CPG survey (Capability 9: Medical Material Management and Distribution-Functions 1, 2, 3) and gaps in the Regional PHED Ex AAR/IP. Training will include updated guidance in the CDPHE MCM Ordering, Distribution and Inventory Management Just-in-Time Training Manual. CDPHE will conduct one (1) training for each of the RTP and LTP sites.
12. The Contractor shall use the following data sources to develop region-specific activities for the FY20-21 Regional Staff Scope of Work: 2019-2020 CPG data, MCM ORR data, HVA data, MYTEP, AAR/IPs, HVA data. These documents will be incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
13. The 2019-20 CPG Survey process utilizes the CO-PHRCA tool in order to collect information from LPHAs and their partners. The Contractor shall ensure all

jurisdictions in their region complete the 2019-20 CPG Survey using the CO-PHRCA (Colorado Public Health System Response Capacity Assessment).

14. The Contractor shall provide technical assistance as requested to LPHAs in their region in conducting the 2019-20 CO-PHRCA in a manner as identical as possible to the jurisdiction's CO-PHRCA in the previous grant year, or update the results from the previous grant year's CO-PHRCA.
15. The Contractor shall comply with 2019-20 CPG Survey, including access to the CO-PHRCA and the 2019-20 CPG Survey Attendee List when completing the CPG Survey. This information is located on the CO-SHARE website: <https://sites.google.com/a/state.co.us/co-share/>.
16. Regional Staff with less than two (2) years of Colorado OEPR experience must complete the "Public Health Emergency Preparedness 101" online course found on <https://www.train.org/colorado/home> (Course # #107760).
17. TEPW attendance must be tracked through a sign in sheet that includes at a minimum date, name, agency, and contact information and should include the HCC's Readiness and Response Coordinator, Clinical Advisor, and HCC Chair.
18. The TEPW must prospectively plan for the next five year's Regional ESF#8 MYTEP development and incorporate the Annual HPP Health Care Coalition Training and Exercise Plan.
19. The Regional ESF#8 MYTEP must include five years of training and exercises, the integration of the HPP Health Care Coalition Training and Exercise Plan, and the required elements as indicated on the template provided by CDPHE via CO-SHARE
16. CDPHE will provide an exercise package for the Regional Pandemic Influenza Tabletop Exercise that each region may use as a base template provided via CO-SHARE by July 1, 2019. This document is incorporated and made part of this contract by reference and is available on the following website <https://sites.google.com/a/state.co.us/co-share/>.
20. The Contractor will ensure the development and submission to CO-SHARE of AAR/IPs for all Tabletop Exercises within 60 days of event conclusion.
21. Functional exercises, full scale exercises, and real event responses AAR/IPs must be submitted within 120 days of event conclusion.
22. CDPHE will document regional staff participation at the "Getting it Right" Conference through DHSEM's registration site.
23. Accommodations for at-risk populations or populations disproportionately impacted should be incorporated into all plans and exercises and any access or functional needs of at-risk populations that may interfere with their ability to access or receive medical care before, during, or after a disaster or emergency should be considered. <https://www.phe.gov/Preparedness/planning/abc/Pages/atrisk.aspx>
24. The Contractor shall register in CO.TRAIN for the 2019 OEPR Annual Meeting and sign-in at the registration desk.
25. The Contractor shall support LPHAs/Tribes in completing their Emergency Preparedness Scopes of Work as applicable.
26. The Contractor shall assure they have members trained in the following systems as applicable (eg. CO-SHARE, CO.TRAIN, CNS, CVM, eICS, EMResource, IMATS).
27. CDPHE will provide training on systems upon request.

	<p>28. The Contractor shall register in CO.TRAIN for trainings as requested by OEPR. This information is located at the following website: https://www.train.org/colorado and is incorporated and made part of this contract by reference.</p> <p>29. The Contractor shall work with planning partners in the Northcentral Region, as needed, to align response protocols among agencies for joint information coordination and management. Verification will be documented by citing a plan review page, providing email communication and/or submitting Public Information & Warning Plan.</p> <p>30. The Contractor shall work with planning partners in the Northcentral Region, as needed, to develop volunteer planning and management protocols -- to specifically coordinate planning and response activities where those processes overlap agency roles and responsibilities. Verification will be documented by citing a plan review page, providing email communication and/or submitting Volunteer Management Plan</p> <p>31. The Contractor shall assist CDPHE, as requested, with the provision of a Public Health Emergency Law training in the Northcentral Region to include an overview of LPHA legal authorities, requirements, and restrictions. Contractor shall attend training, which may be provided by CDC.</p>								
<p>Expected Results of Activity(s)</p>	<p>Colorado public health agencies will have increased capacity to respond to public health emergencies and related events to which a public health response is necessitated.</p>								
<p>Measurement of Expected Results</p>	<p>Review of plans and CPG data surveys.</p>								
	<p>Completion Date</p>								
<p>Deliverables</p>	<table border="1"> <tr> <td data-bbox="522 1413 1325 1507"> <p>1. The Contractor shall submit a summary of technical assistance provided to LPHAs regarding the ‘Critical Workforce Group Tiers’ Spreadsheet electronically via CO-SHARE</p> </td> <td data-bbox="1325 1413 1568 1507"> <p>No later than 12/31/19</p> </td> </tr> <tr> <td data-bbox="522 1507 1325 1661"> <p>2. The Contractor shall submit a summary of providing technical assistance to LPHAs on Critical Workforce Vaccination Planning integration into local community and responder Mass Prophylaxis/Vaccination/POD Plans electronically via CO-SHARE.</p> </td> <td data-bbox="1325 1507 1568 1661"> <p>No later than 6/15/2020</p> </td> </tr> <tr> <td data-bbox="522 1661 1325 1814"> <p>3. The Contractor shall submit the roster of individuals participating in the Regional Transfer Point (RTP) training and a list of planning and operational areas to address in future MCM distribution trainings and drills electronically via CO-SHARE.</p> </td> <td data-bbox="1325 1661 1568 1814"> <p>No later than 6/15/20</p> </td> </tr> <tr> <td data-bbox="522 1814 1325 1906"> <p>4. The Contractor shall submit to CO-SHARE three (3) activities for the FY20-21 Regional Staff Scope of Work electronically via CO-SHARE</p> </td> <td data-bbox="1325 1814 1568 1906"> <p>No later than 02/29/20</p> </td> </tr> </table>	<p>1. The Contractor shall submit a summary of technical assistance provided to LPHAs regarding the ‘Critical Workforce Group Tiers’ Spreadsheet electronically via CO-SHARE</p>	<p>No later than 12/31/19</p>	<p>2. The Contractor shall submit a summary of providing technical assistance to LPHAs on Critical Workforce Vaccination Planning integration into local community and responder Mass Prophylaxis/Vaccination/POD Plans electronically via CO-SHARE.</p>	<p>No later than 6/15/2020</p>	<p>3. The Contractor shall submit the roster of individuals participating in the Regional Transfer Point (RTP) training and a list of planning and operational areas to address in future MCM distribution trainings and drills electronically via CO-SHARE.</p>	<p>No later than 6/15/20</p>	<p>4. The Contractor shall submit to CO-SHARE three (3) activities for the FY20-21 Regional Staff Scope of Work electronically via CO-SHARE</p>	<p>No later than 02/29/20</p>
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	5. The Contractor shall submit a list of agencies represented in each 2019-20 CPG Survey conducted in their region via the 2019-20 CPG Survey Attendee List. electronically via CO-SHARE	No later than 9/30/19
	6. The Contractor shall submit the sign in sheet for the Regional ESF#8 Training and Exercise Planning Workshop electronically via CO-SHARE	No later than 12/31/19
	7. The Contractor shall submit their Regional ESF#8 Multi-Year Training and Exercise Plan electronically via CO-SHARE	No later than 12/31/19
	8. The Contractor shall submit electronically Pandemic Influenza tabletop exercise After Action Report and Improvement Plan electronically via CO-SHARE.	No later than 6/15/20
	9. The Contractor shall indicate electronically via CO-SHARE the names of individual(s) who attended the 2019 OEPR Annual Meeting electronically via CO-SHARE.	No later than 12/31/19
	10. The Contractor shall submit verification of Public Information & Warning Plan assistance to local agency electronically via CO-SHARE.	No later than 6/15/20
	11. The Contractor shall submit verification of Volunteer Management Plan assistance to local agency electronically via CO-SHARE.	No later than 6/15/20
	12. The Contractor shall document electronically the date and name of individual(s) participating in Public Health Emergency Law training electronically via CO-SHARE.	No later than 6/15/20

III. Monitoring:

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

IV. 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 time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the OEPR Grants Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

STATEMENT OF WORK
To Original Contract Routing Number CT 2020*

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 and due to recent public health threats of potentially catastrophic proportion underscore the importance of effective planning and response capabilities that can be applied to all hazards. As new threats, including novel infectious diseases, emerge, ASPR and CDC programs must ensure that both medical and public health systems are not only integral parts of emergency response activities but also part of emergency preparedness planning with all relevant partners. Increased cooperation among responders, including state and local public health officials, emergency medical services (EMS), healthcare coalitions (HCCs), and private health care organizations, ensure the nation is better prepared to respond to all hazards. Governmental public health departments and the mostly private sector health care delivery systems are now recognized as essential partners in emergency response, increasing their ability to identify and mitigate potential threats to the public’s health.

During the 2019-2020 project period, the aligned HPP-PHEP cooperative agreement provides technical assistance and resources to support state, local, and territorial public health departments, along with HCCs and health care organizations, to show measurable and sustainable progress toward achieving the preparedness and response capabilities that promote prepared and resilient communities. Although each program focuses on readiness for two discrete sectors, the public health enterprise for PHEP and the mostly private health care and medical systems for HPP, alignment offers opportunities for these sectors to coordinate and collaborate. This facilitates improved community preparedness and response nationwide, reduces awardee and sub-awardee burden, and increases federal efficiency.

II. Definitions:

1. AAR: After Action Report
2. ASPR: Office of the Assistant Secretary for Preparedness and Response within the United States Department of Health and Human Services
3. BP1: Budget Period One within the five year PHEP/HPP Cooperative agreement
4. CDC: Centers for Disease Control and Prevention
5. CDPHE-DCEED: Colorado Department of Public Health and Environment, Disease Control and Environmental Epidemiology Division
6. CDPHE-OEPR: Colorado Department of Public Health and Environment, Office of Emergency Preparedness and Response
7. CEDRS: Colorado Electronic Disease Reporting System
8. CO-SHARE: Colorado State Health and Readiness Exchange
9. DOC: Department Operation Center (CDPHE)
10. EPR: Emergency Preparedness and Response
11. ERHMS: Emergency Responder Health Monitoring and Surveillance
12. IP: Improvement Plan
13. LPHA: Local Public Health Agency
14. NORIS: National Outbreak Reporting System
15. PHEP: Public Health Emergency Preparedness Grant
16. TEPW: Training and Exercise Planning Workshop

III. Work Plan:

Goal #1: Develop, sustain, and improve upon public health surveillance and epidemiological investigation systems and processes in Colorado.	
Objective #1: No later than the expiration date of the Contract, provide public health surveillance and epidemiological investigation activities for Colorado local public health agencies.	
Primary Activity #1	Attend and participate in scheduled epidemiology-related conference calls, meetings, and trainings.

<p>Sub-Activities #1</p>	<ol style="list-style-type: none"> 1. The regional epidemiologist shall attend twice-monthly epidemiologist conference calls coordinated by CDPHE. 2. The regional epidemiologist shall attend the fall 2019 meeting organized by CDPHE OEPR. 3. The regional epidemiologist shall attend at least one additional epidemiology conference or training for professional development.
<p>Primary Activity #2</p>	<p>Assess public health surveillance data.</p>
<p>Sub-Activities #2</p>	<ol style="list-style-type: none"> 1. The regional epidemiologist shall assess the disease reporting metrics reports supplied by CDPHE for the clinical laboratories and hospitals within the regional epidemiologist’s jurisdiction/region, and address any reporting issues. 2. The regional epidemiologist shall assess the disease investigation metrics reports supplied by CDPHE for the regional epidemiologist’s jurisdiction/region, and address any disease investigation issues. 3. The regional epidemiologist shall complete a surveillance data analysis project on a topic relevant to the regional epidemiologist’s jurisdiction/region.
<p>Primary Activity #3</p>	<p>Share public health surveillance data and concepts with community partners.</p>
<p>Sub-Activities #3</p>	<ol style="list-style-type: none"> 1. The regional epidemiologist shall present on a surveillance or epidemiologic topic during one or more health care coalition meetings within the regional epidemiologist’s jurisdiction/region. 2. The regional epidemiologist shall present on a surveillance or epidemiologic topic to a public health or community partner in the regional epidemiologist’s jurisdiction/region. 3. The regional epidemiologist shall share CDPHE provided surveillance data reports, or internally-generated surveillance data reports, with public health associates and stakeholders within the regional epidemiologist’s jurisdiction/region either quarterly or bi-annually.
<p>Primary Activity #4</p>	<p>Conduct or assist with timely and complete disease case and outbreak investigations, and respond to incidents with public health implications in order to implement appropriate disease control and mitigation activities.</p>
<p>Sub-Activities #4</p>	<ol style="list-style-type: none"> 1. The regional epidemiologist shall monitor CEDRS to ensure local public health disease investigators within the jurisdiction/region are completing the “follow-up outcome” variable in CEDRS in the “contact attempts” section for diseases/conditions for which the local public health agency has primary investigatory responsibilities. 2. The regional epidemiologist shall ensure that National Outbreak Reporting System (NORS) forms are submitted to CDPHE within two months of the first illness onset of the outbreak for waterborne and foodborne disease outbreaks and enteric disease outbreaks transmitted by contact with environmental sources, infected persons or animals, or unknown modes of transmission. 3. The regional epidemiologist shall ensure that outbreak summary reports are submitted to CDPHE within 6 months of the first illness onset of the outbreak. 4. The regional epidemiologist shall conduct an epidemiological/disease control training needs assessment of local disease investigation staff in their jurisdiction or provide data from a needs assessment conducted since January 2018. 5. The regional epidemiologist shall use data from the training needs assessment to inform the disease investigation and epidemiological training needs in the local/regional training and exercise planning workshop (TEPW) and multiyear training and exercise plan (MYTEP) in their jurisdiction. 6. The regional epidemiologist shall participate in the Regional Pandemic Influenza Tabletop Exercise. 7. The regional epidemiologist shall promote and support disease prevention and response activities, such as vaccination, among people at higher risk of hepatitis A infections, including people experiencing homelessness and people with substance use issues.

<p>Primary Activity #5</p>	<p>The regional epidemiologist shall contact the clinical laboratories within the regional epidemiologist’s jurisdiction/region and administer a laboratory testing practices survey to assess testing capacity and the testing practices currently in place for selected diagnoses.</p>
<p>Primary Activity #6</p>	<p>The regional epidemiologist shall participate in one of the following workgroups:</p> <ul style="list-style-type: none"> • Workgroup focused on developing epidemiological trainings for health care coalition members. • Workgroup focused on developing a system to track public health case and contact monitoring. • Workgroup focused on developing an epidemiology rapid response team.
<p>Primary Activity #7</p>	<p>The regional epidemiologist shall support and contribute to the development, update, and maintenance of surveillance and epidemiologic components of preparedness and response plans in their jurisdiction/region.</p>
<p>Sub-Activities #7</p>	<ol style="list-style-type: none"> 1. The regional epidemiologist shall support and contribute to the update and maintenance of the surveillance and epidemiological components of the Health Care Coalition preparedness and response plans within their jurisdiction/region. 2. The regional epidemiologist shall support and contribute to the local or regional pandemic influenza planning through participation in at least one meeting of the local/regional pandemic planning group.
<p>Standards and Requirements</p>	<ol style="list-style-type: none"> 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 regional epidemiologists shall serve as an epidemiological resource within their assigned region, and outside their assigned region in real situations of need or urgency for disease case, outbreak, and incident investigations, including but not limited to enteric, respiratory, health care associated, zoonotic, vectorborne, bloodborne, and vaccine-preventable diseases, and other incidents with public health implications. CDPHE will notify regional epidemiologists of real situations requiring regional epidemiologist assistance outside of the regional epidemiologist’s jurisdiction/region via email or conference call. 3. Additional details to assist the regional epidemiologist in completing this work plan table will be provided by the CDPHE Communicable Disease Branch in the form of a guidance document prior to the start date of this contract. 4. The twice-monthly epidemiologist conference calls will occur on the first and third Wednesdays of every month from 9:30 am to 10:30 am. The regional epidemiologist shall attend at least 80% of the twice-monthly epidemiologist conference calls. CDPHE will record and monitor attendance. 5. CDPHE will record and monitor attendance at the fall 2019 meeting organized by CDPHE OEPR. 6. The regional epidemiologist shall participate in an epidemiologically focused conference or training to increase individual capacity in surveillance or other epidemiological skills. 7. The disease reporting metrics reports will be supplied by CDPHE in August 2019 and February 2020. The reports are generated from data within the Colorado Electronic Disease Reporting System (CEDRS). 8. The disease investigation metrics reports will be supplied by CDPHE in August 2019 and February 2020. The reports are generated from data within CEDRS. 9. The topic/focus area of the surveillance data analysis project is at the discretion of the regional epidemiologist. 10. The surveillance or epidemiologic topic presented during a health care coalition meeting can include but are not limited to: sharing surveillance data, discussing the agency’s or region’s epidemiological response plan, reviewing an outbreak investigation, reviewing the role of epidemiology in emergency preparedness and response, sharing epidemiological tools that can be used in emergency preparedness and response, or training for HCC partners to address identified gaps. 11. The surveillance or epidemiologic topic presented to a public health or community partners is at the discretion of the regional epidemiologist.

	<ol style="list-style-type: none"> 12. At a minimum, surveillance data reports must contain data on reportable conditions reported in the region/jurisdiction. Additional items may be added at the regional epidemiologist’s discretion. 13. 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 document found at the link titled “CDPHE guidance on diseases needing case investigation”. 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. 14. The “follow-up outcome” variable in CEDRS shall be completed for all reportable conditions in which the local public health agencies have primary investigation duties. The target for completed case interviews is 90%. CDPHE will run reports throughout the grant year to evaluate completion of this field. 15. The regional epidemiologist shall comply with the requirements for reporting outbreaks to CDPHE using the CDC NORS forms. This information is located on the CDPHE-DCEED website. This information is incorporated and made part of the scope of work by reference and is available on the following website: https://www.colorado.gov/pacific/cdphe/outbreak-investigation-guidelines. 16. The regional epidemiologist shall write outbreak summary reports that contain the following elements: background, investigation start date, methods, results, discussion/conclusion, and recommendations. 17. CDPHE will provide a template to be used for the training needs assessment in regions that have not conducted an assessment since January 2018 and additional guidance for how to incorporate training needs into the TEPW and MYTEP by July 31, 2019. 18. Trainings to address gaps identified in the needs assessment may include training offered by the regional epidemiologist, CDPHE, or other partners/organizations. 19. Regional epidemiologist participation in the regional pandemic influenza tabletop exercise can include planning team participation, playing in the exercise, and/or evaluating the exercise. 20. Regional epidemiologist prevention and response activities among populations at high risk of hepatitis A infection may include but are not limited to planning or supporting vaccine clinics, providing educational materials or presentations to community partners, facilitating or participating in tabletop or other exercises, and/or participating in CDPHE hosted calls and webinars. 21. CDPHE will provide the survey to be used for the clinical laboratory survey by March 10, 2020. 22. The CDPHE Communicable Disease Branch will support ongoing workgroup activities and monitor regional epidemiologist participation and workgroup activities. 23. The CDPHE Communicable Disease Branch will provide guidance and templates that can be used when developing, updating, and maintaining the surveillance and epidemiological components of the Health Care Coalition and other preparedness and response plans. Regional epidemiologists serving in Health Care Coalition regions with multiple regional epidemiologists shall collaborate on the surveillance and epidemiological components of the Health Care Coalition response plan. 24. The regional epidemiologist shall serve as a subject matter expert on pandemic influenza planning groups convened by LPHAs in their jurisdiction/region. Regional epidemiologists serving in regions with multiple epidemiologists shall collaborate to ensure participation in meetings.
<p>Expected Results of Activity(s)</p>	<p>High quality public health surveillance and epidemiological investigation will occur within the Contractor’s jurisdiction/region in line with functions described in capability 13 of the CDC PHEP cooperative agreement (Public Health Surveillance and Epidemiological Investigations), contributing to statewide public health preparedness and response capability.</p>
<p>Measurement of Expected Results</p>	<p>Data in CEDRS and data provided to CDPHE will be tabulated to assess compliance with CDC performance measures for PHEP Capability 13: Public Health Surveillance and Epidemiological Investigation. (PHEP capability 13 performance measures can be found at this website: https://www.cdc.gov/phpr/readiness/capabilities.htm)</p>

		Completion Date <i>(When is the deliverable due)</i>
Deliverables	The regional epidemiologist shall update their agency’s CO-SHARE Grant Reporting Spreadsheet to document the epidemiology conference or training completed.	No later than June 5, 2020
	The regional epidemiologist shall update their agency’s CO-SHARE Grant Reporting Spreadsheet to document any issues identified in the disease reporting metrics reports and how those issues were addressed.	September 27, 2019 (for reports from Jan-June 2019) March 31, 2020 (for reports from July – Dec 2019)
	The regional epidemiologist shall update their agency’s CO-SHARE Grant Reporting Spreadsheet to document any issues identified in the disease investigation metrics reports and how those issues were addressed.	September 27, 2019 (for reports from Jan-June 2019) March 31, 2020 (for reports from July – Dec 2019)
	The regional epidemiologist shall update their agency’s CO-SHARE Grant Reporting Spreadsheet with a summary of the surveillance data analysis project.	No later than June 5, 2020
	The regional epidemiologist shall update their agency’s CO-SHARE Grant Reporting Spreadsheet to record the name of the health care coalition to which a surveillance or epidemiologic topic was presented, the date of the presentation, and a brief topic synopsis.	No later than June 5, 2020
	The regional epidemiologist shall update their agency’s CO-SHARE Grant Reporting Spreadsheet to record the name of the public health or community partner to which a surveillance or epidemiologic topic was presented, the date of the presentation, and a brief topic synopsis.	No later than June 5, 2020
	The regional epidemiologist shall update their agency’s CO-SHARE Grant Reporting spreadsheet to record the method, and the frequency (either quarterly or bi-annually), and date they provided the quarterly and year-to-date surveillance data reports from CDPHE, or internally generated surveillance data reports, with public health associates and stakeholders within the Contractor’s jurisdiction/region.	No later than December 6, 2019 (for data covering the first half of 2019 or 2 nd and 3 rd quarters of 2019) No later than June 5, 2020 (for data covering the second half of 2019 or 4 th quarter of 2019 and 1 st quarter of 2020)
	The regional epidemiologist shall ensure that a completed National Outbreak Reporting System (NORS) form is submitted to the CDPHE Communicable Disease Branch via email (to kerri.brown@state.co.us) or fax (303-782-0338) for outbreaks occurring within the regional epidemiologist’s jurisdiction/region.	No later than 2 months following the first illness onset of the outbreak

	The regional epidemiologist shall ensure that infectious disease outbreak reports are submitted to the CDPHE Communicable Disease Branch via email (to kerri.brown@state.co.us) or fax (303-782-0338) for outbreaks that occur within the regional epidemiologist’s jurisdiction/region.	No later than 6 months following the first illness onset of the outbreak
	The regional epidemiologist shall update their agency’s CO-SHARE Grant Reporting spreadsheet with the date the training needs assessment for their jurisdiction is complete and results returned to CDPHE Communicable Disease Branch.	No later than September 30, 2019
	The regional epidemiologist shall update their agency’s CO-SHARE Grant Reporting spreadsheet with a brief summary of how the results of the needs assessment were used to inform the local/regional TEPW and MYTEP.	No later than February 28, 2020
	The regional epidemiologist shall update their agency’s CO-SHARE Grant Reporting spreadsheet with a brief summary of their participation in the pandemic influenza tabletop.	No later than June 5, 2020
	The regional epidemiologist shall ensure that all Hepatitis A outreach and vaccination efforts are reported in the tracking forms provided by CDPHE no later than one months following each event.	No later than one month following each event
	The regional epidemiologist shall update their agency’s CO-SHARE Grant Reporting spreadsheet with a brief summary of their role in Hepatitis A outreach and vaccination prevention or response efforts.	No later than June 5, 2020
	The regional epidemiologist shall return completed clinical laboratory surveys to the CDPHE Communicable Disease Branch.	No later than April 30, 2020
	The regional epidemiologist shall update their agency’s CO-SHARE Grant Reporting spreadsheet with the name of the workgroup on which they participated.	No later than June 5, 2020
	The regional epidemiologist shall update their agency’s CO-SHARE Grant Reporting spreadsheet with a brief description of activities to support and contribute to the update and maintenance of the surveillance and epidemiological components of the Health Care Coalition preparedness and response plans within their agency/jurisdiction.	No later than June 5, 2020
	The regional epidemiologist shall update their agency’s CO-SHARE Grant Reporting spreadsheet with the date(s) of pandemic planning group meetings attended.	No later than June 5, 2020

IV. Monitoring:

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Office of Emergency Preparedness and Response. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports in the agency Grant Reporting Sreadsheet, documents uploaded to CO-SHARE, participation in required activities, the timely submission of invoices, 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 **30** calendar days of discovery of a compliance issue. Within **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 time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Office of Emergency Preparedness and Response and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.



**Office of Emergency Preparedness
EXHIBIT E - BUDGET REQUEST FORM**

Contractor Name	Denver Department of Public Health and Environment	VC#		Encumbrance Number	CT 2020*241
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Expenditure Categories			
Personal Services			Contract Budget
Position Title	Description of Work		
EPR Generalist (Suzanne Replacement 100%)	Coordinate EPR Activities for the region		\$77,000.00
EPR Manager (Bill at 54%)	Oversee EPR Functions		\$77,097.00
EPR Generalist (Grace at 40%)	Coordinate EPR Activities for the region		\$39,690.00
EPR Generalist (New position at 85%)	ER Training and Exercise Coordinator		\$69,596.00
		Total Personal Services	\$263,383.00
Supplies & Operating Expenses			Contract Budget
Item	Description of Work		
		Total Supplies	\$0.00
Travel			Contract Budget
Item	Description of Work		
Conference Travel	NACCHO and CDPHE EPR Conferences (\$1,770 per person; three EPR staff)		\$5,310
Training Travel	Travel for position-specific training for EPR staff (\$1,800 per person for three EPR staff)		\$5,428
		Total Travel	\$10,738.45
Contractual (payments to third parties or entities)			Contract Budget
Item	Subcontractor Entity Name and/or Description of Item		
Regional epidemiologist, Hospital Planner (EPR)	Denver Public Health: includes personnel, funding for travel, conferences, and supplies for DPH.		\$268,694.00
		Total Contractual	\$268,694.00
		SUB-TOTAL BEFORE INDIRECT	\$542,815.45
Indirect			Total Budget
Item	Description of Item		
Indirect Cost Rate	10% de minimus rate		\$54,281.55
		Total Indirect	\$54,281.55
		TOTAL	\$597,097.00

OPTION LETTER #: [Click here to enter text.](#)

State Agency : Colorado Department Of Public Health and Environment 4300 Cherry Creek Dr S Denver, CO 80246	Original Contract # CT 2020*241
Contractor (Name and Address) City and County of Denver Denver Department of Public Health and Environment 200 W. 14th Avenue Denver, Colorado 80204	Option Contract Number Click here to enter text.
Contract Performance Beginning Date : Click here to enter a date.	Current Contract Expiration Date : Click here to enter a date.

CONTRACT MAXIMUM AMOUNT TABLE

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

1) OPTIONS

- A. Option to extend for an Extension Term
- B. Option to change quantity of goods under the Contract
- C. Option to change quantity of services under the Contract

2) REQUIRED PROVISIONS:

- A. In accordance with Section(s) [Click here to enter text.](#) of the Original Contract referenced above the State hereby exercises its option for an additional term, beginning [Click here to enter a date.](#) and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. In accordance with Section(s) [Click here to enter text.](#) of the Original Contract referenced above, the State hereby exercises its option to **Choose an item.** the quantity of **Choose an item.** at the rates stated in the Original Contract as amended for the following reason: [Click here to enter text.](#)
- C. The Contract Maximum Amount table is deleted and replace with the Current Contract Maximum Amount Maximum Amount table shown above.

3) OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or [Click here to enter a date.](#) whichever is later.

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

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

Contract Control Number:
Contractor Name:

ENVHL-201950372 - 00
COLO DEPT OF PUBLIC HEALTH & ENVIROMENT

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

Mayor

Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

Assistant City Attorney

Manager of Finance

By:

Auditor

Contract Control Number:
Contractor Name:

ENVHL-201950372 - 00
COLO DEPT OF PUBLIC HEALTH & ENVIROMENT

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)