

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
CONTRACT ROUTING NO. 2024*0337

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
Prevention Services Division - CCPD
4300 Cherry Creek Drive South
Denver, CO 80246

CONTRACTOR:

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

CONTRACT MADE DATE: 4/28/2023

CONTRACTOR UEI: NHCESD6KEFH1
CONTRACTOR ENTITY TYPE: Political Subdivision

TERM:

This contract shall be effective upon approval by
the State Controller, or designee, or on July 1, 2023.
The contract shall end on June 30, 2024.

BILLING STATEMENTS RECEIVED: Monthly

STATUTORY AUTHORITY: C.R.S 25-1.5-101

CLASSIFICATION:
Subrecipient

PROCUREMENT METHOD:
Exempt

CONTRACT PRICE NOT TO EXCEED: \$800,000.00

FEDERAL FUNDING \$0.00
DOLLARS:

STATE FUNDING DOLLARS: \$800,000.00

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

OTHER FUNDING DOLLARS: \$0.00

Specify "Other": N/A

LAW SPECIFIED VENDOR STATUTE: N/A

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY24: \$800,000.00

STATE REPRESENTATIVE:

Andrea Wagner
CCPD Grant Program Manager
Prevention Service Division, Health Promotion and Chronic
Disease Prevention
State of Colorado for the use and benefit of
the Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246
Andrea.wagner@state.co.us

PRICE STRUCTURE:

Cost Reimbursement

CONTRACTOR REPRESENTATIVE:

Laine Cidlowski
Food System Administrator
City and County of Denver
Denver Department of Public Health and Environment
200 W. 14th Avenue
Denver, CO 80204
laine.cidlowski@denvergov.org

PROJECT DESCRIPTION:

This project serves to reduce the burden of chronic disease in Colorado by focusing on cancer, cardiovascular disease, chronic pulmonary disease prevention, early diagnosis, and treatment.

EXHIBITS:

The following exhibits are hereby incorporated:

- Exhibit A - Additional Provisions
- Exhibit B - Statement of Work
- Exhibit C - Budget
- Exhibit D 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.

SIGNATURE PAGE
Contract Routing Number: 2024*0337

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.

<p>CONTRACTOR City and County of Denver Denver Department of Public Health and Environment</p> <p>(See incorporated Supplemental Signature Page)</p> <p>_____ By: Signature Paige Cheney</p> <p>_____ Name of Person Signing for Contractor</p> <p>_____ Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>_____ By: Signature</p> <p>_____ Name of Executive Director Delegate</p> <p>_____ Title of Executive Director Delegate</p> <p>Date: _____</p>
--	---

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of Controller Delegate

Title of State Controller Delegate

Contract Effective Date: _____

-- Signature Page End --

ADDITIONAL PROVISIONS To Original Contract Number 2024*0337

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

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget.

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice and Expenditure Details page to the assigned CCPD Program Officer.

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

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

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

2. Time Limit For Acceptance Of Deliverables.
 - a. Evaluation Period. The State shall have **fifteen (15)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
 - b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **fifteen (15)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
 - c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **fifteen (15)** calendar days, to correct the noted deficiencies.

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

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

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

EXHIBIT A

5. The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Contract, and modify the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit D**. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Contract.
6. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and will require a modification.
7. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Contract, the State shall approve the disposition of all equipment.
8. Contractor shall not use State funds provided under this Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R. S.) 24-6-301(3.5)(a).
9. All data collected, used or acquired shall be used solely for the purposes of this Contract. The Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known any such data to unauthorized persons without the express prior written consent of the State or as otherwise required by law. This includes a prior written request by the Contractor to the State for submission of abstracts or reports to conferences, which utilize data collected under this Contract.

Notwithstanding the foregoing, the Contractor shall be entitled to retain a set of any such data collected or work papers necessary to perform its duties under this Contract and in accordance with professional standards.

10. If Contractor indicates full expenditure of funds under this Contract by **February 28th** of each grant year and the full expenditure does not occur, CDPHE has the option to reduce current or upcoming Contract by said amount or a percent deemed reasonable by CDPHE. CDPHE will notify the Contractor of the potential need to decrease the current or upcoming budget. If the Contractor indicates at a later date than **February 28th** of each grant year an expectation of surplus of funds or inability to fully expend said funds for unforeseen circumstances that Contractor had not anticipated by **February 28th**, CDPHE will reallocate unspent funds without any penalties to the Contractor.

Upon receipt of timely written notice of an objection by the State for inability to fully expend funds, the Contractor shall have a reasonable period of time not to exceed ten (10) calendar days to respond to the action. If no dispute is received by the State within ten (10) calendar days, the State has the option to reduce the current budget for the current year and any upcoming budget for future contractual agreements.

11. Funds provided under this Contract may not be used to: supplant funding for any existing programs/models; develop new cessation programs/models; develop curricula for youth or adults not reviewed and approved by the State; pay for individual cessation aids or nicotine replacement therapy; fund capital improvements; or fund costs of enforcement of state or local laws and ordinances unless approved by CDPHE.
12. Contractor affirms that it maintains no affiliations or contractual relationships, direct or indirect, with tobacco companies, owners, affiliate, subsidiaries, holding companies or companies involved in any way in the production, processing, distribution, promotion, sales, or use of tobacco.
13. Publications, presentations, or public events resulting from Amendment 35 CCPD Grants Program funding must include the following acknowledgment of grant support and disclaimer:

EXHIBIT A

Funding for this event/project/program was provided (in part) by Amendment 35 Cancer, Cardiovascular, and Pulmonary Disease Program (CCPD) funding. The views expressed do not necessarily reflect the official policies of, nor does the mention of imply endorsement by, the Colorado Department of Public Health and Environment.

14. The Contractor shall adhere to the requirement of not using CCPD funds for capital improvement projects, maintenance, or equipment as direct costs. Equipment is defined as a purchase greater than or equal to \$5,000 for an article of nonexpendable, tangible personal property having a useful life of more than one (1) year.

STATEMENT OF WORK

To Original Contract Number CT FHLA 2024*0337

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

I. Entity Name: Denver Department of Public Health and Environment**II. Project Description:** This project serves to reduce the burden of chronic disease in Colorado by focusing on cancer, cardiovascular disease, chronic pulmonary disease prevention, early diagnosis, and treatment. In Colorado, chronic diseases account for more than 55% of all annual deaths as well as rank among the top ten leading causes of death. More than half of Colorado's adult population (66.8%) now suffers from chronic diseases, in addition to 39.8% report having more than one chronic condition. Cancer, cardiovascular disease, and pulmonary disease detection, treatment, and prevention are among the strategies incorporated into this project through three paths:

1. **Policy, Systems, and Environmental Change Path:** These strategies focus on primary prevention in addition to the community and organizational levels of the socio-ecological model. The intent of Policy, Systems, and Environmental Change strategies is to improve or create policies, systems, as well as environmental conditions so that healthier choices and options are easier, more practical, and more available to all Coloradans.
2. **Prevention Path:** These strategies focus on the organizational, interpersonal, in addition to individual levels of the socio-ecological model as well as primary, secondary, as well as tertiary prevention. The goal of Prevention strategies is to prevent chronic disease before it occurs, as well as to identify, manage, in addition to treat chronic diseases to reduce the progression, in conjunction with enhancing the quality of life.
3. **Cross-Cutting Path:** These strategies focus on using data as well as surveillance to help the overall CCPD Grants Program advance in a strategic in addition to coordinated manner.

The goal of this health project is to reduce chronic disease by implementing strategic plans focusing on health inequities in populations most burdened by cancer, cardiovascular, and pulmonary disease across the state of Colorado. The burden of chronic disease is particularly significant for Coloradans who experience health inequalities in addition to gaps in health outcomes based on social determinants of health. Although all Coloradans benefit from the work being done by CCPD grantees, certain populations stand to gain the most from it. Funding of this project is to implement evidence-based health strategies that have been proven to have an impact on the prevention, prevalence, incidence, in addition to mortality of chronic disease.

III. Definitions:

1. **Business Day:** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
2. **CCPD:** Cancer, Cardiovascular and Pulmonary Disease Grant Program
3. **CCPD Evaluation Contractor:** The entity(ies) contracted by CCPD to conduct the evaluation of the grant portfolio
4. **CCPD Grantees:** Contractor(s) that provide chronic disease services through the CCPD Grant Program.
5. **CCPD TTA Contractor:** The entity(ies) contracted by CCPD to provide training and technical assistance (TTA) related to the grant program.

6. **CDPHE:** Colorado Department of Public Health and Environment
7. **Food system collaborators:** community residents, community-based organizations, community coalitions, local food policy councils, and local government staff.
8. **Policy and Environmental Approaches:** population-based strategies which change policies and environmental conditions so that healthier choices and options are easier, more practical and more available.
9. **Primary Prevention:** Primary prevention aims to prevent disease or injury before it ever occurs. This is done by preventing exposures to hazards that cause disease or injury, altering unhealthy or unsafe behaviors that can lead to disease or injury, and increasing resistance to disease or injury should exposure occur.
10. **Secondary Prevention:** Secondary prevention aims to reduce the impact of a disease or injury that has already occurred. This is done by detecting and treating disease or injury as soon as possible to halt or slow its progress, encouraging personal strategies to prevent re-injury or recurrence, and implementing programs to return people to original health and function to prevent long-term problems.
11. **Social Determinants of Health:** unequal educational opportunities, housing discrimination, restrictive zoning, racism, ethnocentrism, homophobia, poverty, injustice, crime, violence, deprivation, stress, and economic exploitation.
12. **Socio-ecological model:** This model considers the complex interplay between individual, relationship, community, and societal factors.
13. **Tertiary Prevention:** Tertiary prevention aims to soften the impact of an ongoing illness or complex health problems that have lasting effects. This is done by helping people manage long-term, often-complex health problems in order to improve as much as possible the ability to function, the quality of life and the life expectancy.

IV. Work Plan:

Goal #1: Improve health through evidence-based, culturally responsive strategies that reduce chronic disease burden in Colorado.	
Objective #1: No later than the expiration date of this contract, reduce chronic disease in Colorado by implementing evidence-based strategies to advance the strategic direction of the CCPD Grant Program.	
Primary Activity #1	<p>The Contractor shall, in collaboration with the Designated Colorado Department of Public Health and Environment (CDPHE) Contract Monitor, draft an implementation plan outlining the following:</p> <ol style="list-style-type: none"> 1. The strategy(ies) in which the project will focus. 2. The detailed steps which the Contractor shall take to address the objective of this agreement.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall plan to sign the final implementation plan agreed upon with CDPHE. 2. The Contractor shall update the implementation plan at a minimum annually. 3. The Contractor shall prepare to sign the implementation plan each time the plan changes.

Exhibit B

Primary Activity #2	The Contractor shall use the CDPHE-approved implementation plan to implement policy as well as systems interventions to increase access to healthy foods/beverages by addressing food production, processing, distribution, as well as access.
Sub-Activities #2	<ol style="list-style-type: none"> 1. The Contractor shall provide documentation supporting the completion of the implementation plan. 2. The Contractor shall build relationships with food system collaborators to advance as well as inform the work. 3. The Contractor shall analyze the following to identify evidence-based strategies to prioritize for implementation: <ol style="list-style-type: none"> a. evidence-based food/beverage policies b. evidence-based food/beverage environmental strategies. 4. The Contractor shall implement the identified evidence-based food/beverage: <ol style="list-style-type: none"> a. policies b. environmental strategies.
Primary Activity #3	The Contractor shall complete a grantee-led evaluation plan.
Sub-Activities #3	<ol style="list-style-type: none"> 1. The Contractor shall, in collaboration with the CCPD Evaluation Contractor, create a grantee-led evaluation plan. 2. The Contractor shall update the grantee-led evaluation plan to incorporate feedback from CDPHE as well as the CCPD Evaluation Contractor. 3. The Contractor shall prepare a final version of the grantee-level evaluation plan. 4. The Contractor shall obtain approval from CDPHE on the final version of the grantee-led evaluation plan. 5. The Contractor shall implement the grantee-led evaluation plan.
Primary Activity #4	The Contractor shall complete all required grant reporting requirements.
Sub-Activities #4	<ol style="list-style-type: none"> 1. The Contractor shall complete quarterly progress reports on a CDPHE-approved Quarterly Progress Report template. 2. The Contractor shall complete a grantee-led evaluation progress report based on the CDPHE-approved grantee-led evaluation plan. 3. The Contractor shall create a draft project sustainability plan. 4. The Contractor shall update the project sustainability plan to incorporate feedback from CDPHE. 5. The Contractor shall prepare a final version of the project sustainability plan. 6. The Contractor shall obtain approval from CDPHE on the final version of the project sustainability plan.

Exhibit B

	<ol style="list-style-type: none"> 7. The Contractor shall provide data as specified by the CCPD Evaluation Contractor. 8. The Contractor shall create a final comprehensive project progress report based on the CDPHE guidance.
Standards and Requirements	<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. CDPHE will notify the Contractor of any necessary modifications otherwise provide approval of the implementation plan within 30 Business Days. 3. The Contractor shall use the CCPD grantee resources, news and technical assistance content, which is located on CDPHE website https://www.colorado.gov/pacific/cdphe/ccpd-grantee-resources and is incorporated and made a part of this contract by reference. 4. The Contractor shall comply with evidence-based and best practices that aligns with the state's chronic disease plans. This information is located on The Community Guide website https://www.thecommunityguide.org and is incorporated and made a part of this contract by reference. 5. The Contractor shall ensure all nutrition standards are consistent with CDC Food Service Guidelines. This information is located on The CDC website: CDC Food Service Guidelines and is incorporated and made a part of this contract by reference. 6. CDPHE will provide the Grantee with the approved implementation plan template. 7. CDPHE will provide the CDPHE approved progress report template to the Contractor. 8. CDPHE will communicate to the contractor within 30 business days of receipt: <ol style="list-style-type: none"> a. necessary modifications of the implementation plan; or b. provide approval of the implementation plan. 9. The Contractor shall collaborate with the CCPD Evaluation Contractor as well as CDPHE to complete the specified evaluation activities. 10. The Contractor shall develop the grantee-led evaluation plan using the CDPHE provided template. 11. The Contractor shall obtain approval from CDPHE for any changes made to the grantee-led evaluation plan within 15 business days of updating the document. 12. The Contractor shall adhere to CDPHE's initiative to give precedence to serving low-SES, marginalized communities, other priority populations in all work associated with the project as well as the implementation plan.

Exhibit B

	<ol style="list-style-type: none"> 13. The Contractor shall participate in scheduled meetings in addition to calls, including but not limited to contract monitoring, peer learning, evaluation, as well as TTA with CDPHE. 14. CDPHE will provide details of contract monitoring calls to the Contractor within a minimum of ten (10) business days following the scheduled monitoring calls. 15. The Contractor shall obtain approval from CDPHE a minimum of 30 days before using CCPD funds to support: <ol style="list-style-type: none"> a. co-sponsoring an event; or b. hosting an event. 16. The Contractor shall obtain CDPHE approval, within 10 business days of use, standardized project tools to include: <ol style="list-style-type: none"> a. data measurement tools; b. templates; c. forms. 17. CDPHE will communicate to the Contractor within 15 business days of receipt of standardized project tools for review to provide approval to use. 18. The Contractor shall develop a media plan with guidance and prior approval from CDPHE prior to: <ol style="list-style-type: none"> a. Placement of any media buys b. Implementation of any communication plan through media mechanisms. 19. CDPHE will approve media plans within 15 business days of submission. 20. The Contractor shall, if using CCPD funds to purchase gift cards, adhere to written procedures developed for gift card purchase and handling. At a minimum, the procedures shall include the following: <ol style="list-style-type: none"> a. How the gift card inventory is tracked and maintained; b. Gift Card storage and safeguards against theft; c. The primary person responsible for securing and distributing gift cards; d. A gift card distribution log that records each gift card number, dollar amount and the printed name and signature of each gift card recipient. 21. The Contractor shall obtain from its subcontractors or other entities receiving financial reimbursement, at a minimum, a Memorandum of Understanding or other binding contractual agreement in addition to provide a copy upon request by CDPHE. 22. The Contractor shall submit all deliverables via email to: cdphe_ccpdgrants@state.co.us. 23. The Contractor shall complete all final deliverables as non-reimbursable deliverables. 24. CDPHE will provide the Contractor with the Quarterly Progress Report template that includes at minimum the following elements:
--	--

Exhibit B

	<ol style="list-style-type: none"> a. List of planned activities from the implementation plan b. A dropdown menu to provide the status of each activity. c. A space to write narrative to report on progress of each activity. d. A deliverables table indicating all deliverables associated with the project in addition to the due date of each deliverable. e. CCPD Grant Program supplemental questions <p>25. The Contractor shall develop a grantee-led evaluation progress report that covers a summary of, at minimum, the following:</p> <ol style="list-style-type: none"> a. Evaluation questions b. Evaluation methods c. Results d. Use of evaluation results <p>26. The Contractor shall develop a project sustainability plan that includes a minimum the following:</p> <ol style="list-style-type: none"> a. An assessment of project sustainability b. An action plan to work towards increased project sustainability <p>27. The Contractor shall develop a final comprehensive project progress report that includes a minimum the following:</p> <ol style="list-style-type: none"> a. Description of the project. b. Grantee accomplishments in addition to achievements. c. Challenges as well as barriers. d. Other lessons learned. <p>28. The Contractor shall obtain approval via email from the CCPD Program Officer on any final documents that need to be approved by CDPHE prior to use.</p>
Expected Results of Activity(s)	<ol style="list-style-type: none"> 1. Identify the strategy(ies) to be completed in the implementation plan. 2. Demonstrated progress of activities based upon implementation plan in the progress report. 3. Completion of deliverables as specified in the implementation plan and this Statement of Work. 4. Increase in services provided to low-SES, marginalized communities, and priority populations, as demonstrated by submitted evaluation data..
Measurement of Expected Results	<ol style="list-style-type: none"> 1. CDPHE received a copy of the signed implementation plan outlining the selected strategy(ies). 2. CDPHE receives Quarterly Progress Reports. 3. CDPHE receives Final Comprehensive Project Progress Report. 4. CDPHE receives data and measurements collected and reported to the CCPD Evaluation Contractor.
Completion Date	

Exhibit B

Deliverables	1. The Contractor shall submit a draft implementation plan that details each of the evidence-based strategies selected for implementation.	No later than 4/30, annually.
	2. The Contractor shall submit a final signed implementation plan.	No later than 7/1/2023.
	3. The Contractor shall submit a signed annual implementation plan.	No later than 6/30, annually.
	4. The Contractor shall submit proof of the implementation of the implementation plan as detailed in and associated with each of the strategies selected for implementation and reference in this Statement of Work.	No later than 10/15, 1/15, 4/15, and 7/15, annually.
	5. The Contractor shall submit a draft grantee-led evaluation plan.	No later than 10/15/2023.
	6. The Contractor shall submit a final grantee-led evaluation plan.	No later than 1/15/2024.
	7. The Contractor shall submit a quarterly progress report.	No later than 10/15, 1/15, 4/15, and 7/15, annually.
	8. The Contractor shall submit a grantee-led evaluation progress report.	No later than 7/15, annually.
	9. The Contractor shall submit a draft project sustainability plan.	No later than 7/15/2024.
	10. The Contractor shall submit a final project sustainability plan.	No later than 1/15/2025.
	11. The Contractor shall submit a final comprehensive project progress report for the contract term.	No later than 7/15/2026.

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CCPD Program Officer. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, deliverables, 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.

VI. Resolution of Non-Compliance:

Exhibit B

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **30** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the CCPD Program Officer 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.



PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM
Original Contract Routing # 2024*0337

Contractor Name	Denver Department of Public Health and Environment - Food Systems	Program Contact Name, Title, Phone and Email	Laine Cidlowski, 720-865-5357 laine.cidlowski@denvergov.org
Budget Period	7/1/23 - 6/30/24	Fiscal Contact Name, Title, Phone and Email	Michael LeClaire, 720-913-5264 michael.leclaire@denvergov.org
Project Name	Food In Communities (FIC): Strengthening partnerships and policies for a community-led, sustainable, and just food system.	Contract (CT or PO) Number	CT FHLA 2024*0337

Expenditure Categories					
Personal Services Salaried Employees					
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
East Denver Community Food Connector	Co-administers all aspects of the FIC program, in coordination with the West Denver Community Food Connector. Responsibilities include: coordination of all sub-awards including contracting and reporting, maintains consistent communication with regional partners, develops and manages all reporting to CDPHE, ensures project deliverables are being met and evaluated in a timely manner. Participates in all activities and sub-activities within Objective 1-3 of the FIC implementation plan, including facilitating FIC Core Team and community-based partner meetings as appropriate to support and guide grant implementation and gathers and tracks data as appropriate for project evaluation. This position contributes to neighborhood action planning and project implementation and training/capacity building. Provides technical assistance to support community action plans and projects. Helps ensure community participation. Develops policy recommendations. Supports implementation of communication strategies to community and policy council representatives. Fringe calculations are based on estimated health insurance, life insurance, retirement plans, short and long term disability, cell phone stipend and other paid time off and are subject to change.	\$ 96,741.00	\$ 35,315.00	50.0%	\$ 66,028.00

West Denver Community Food Connector	Co-administers all aspects of the FIC program, in coordination with the East Denver Community Food Connector. Responsibilities include: coordination of all sub-awards including contracting and reporting, maintains consistent communication with regional partners, develops and manages all reporting to CDPHE, ensures project deliverables are being met and evaluated in a timely manner. Participates in all activities and sub-activities within Objective 1-3 of the FIC implementation plan, including facilitating FIC Core Team and community-based partner meetings as appropriate to support and guide grant implementation and gathers and tracks data as appropriate for project evaluation. This position contributes to neighborhood action planning and project implementation and training/capacity building. Provides technical assistance to support community action plans and projects. Helps ensure community participation. Develops policy recommendations. Supports implementation of communication strategies to community and policy council representatives. Fringe calculations are based on estimated health insurance, life insurance, retirement plans, bilingual stipend, short and long term disability, cell phone stipend and other paid time off and are subject to change.	\$ 91,000.00	\$ 33,615.00	100.0%	\$ 124,615.00
Personal Services Hourly Employees					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
					\$0.00
Total Personal Services (including fringe benefits)					\$190,643.00
Supplies & Operating Expenses					
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE	
Website	Annual subscription for the FIC WIX website (\$325/annually)	\$ 325.00	1.0	\$325.00	
Mentimeter	Annual subscription to Mentimeter (\$145/annually) for FIC interactive meetings and meeting evaluation	\$ 145.00	1.0	\$145.00	
Trainings (ex. topic specific trainings, peer learning forums)	Local and Regional capacity building and TA costs (2 hours each, up to 2 trainings, 1 local and regional) to learn about policy development and/or capacity building. Costs are based on historical rates and include: space rental (\$190), local and/or culturally important food (\$200), and childcare (\$40/hour per person, need 2 people for 2 hours = \$160). [190+200+160 = \$550/meeting]	\$ 550.00	2.0	\$1,100.00	
Denver Area Listening Sessions	Community listening session (3 hours each, up to 5 sessions) costs for the Denver area, to support policy development with food systems collaborators. Costs are based on historical rates and include: space rental (\$150), culturally important food (\$430), and childcare (\$40/hour per person, need 2 people for 3 hours = \$240). [150+430+240=\$820/meeting].	\$ 820.00	5.0	\$4,100.00	
Food Systems Collaborator Participation Stipends: Denver area participants	Stipends/gift cards (\$40 each) to support Denver area food systems collaborators participation in listening sessions, policy development meetings (see description in above row). Estimate 18 participants at each of the 4 convenings = (18*4)=72. 72*\$40 = \$2,880.	\$ 40.00	72.0	\$2,880.00	
Total Supplies & Operating Expenses					\$8,550.00
Travel					

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
In state professional development	Attendance at one in state conference, (ex. Public Health in the Rockies) for project staff (2 Community Food Connectors from DDPHE). Estimated costs include: -registration (\$375/person*2 = \$750), -per diem (3 days/\$55 person = \$165*2=\$330) -2 nights at hotel (\$180/night = \$360*2=\$720) Total of \$1800 for 2 staff to attend in-state conference (\$900/person)	\$ 900.00	2.0	\$1,800.00
Mileage to attend 1 day CCPD program meeting	Mileage for DDPHE staff (2) to attend a Denver Metro area CCPD program meeting. Estimated mileage of 15 miles per staff member, for 30 miles total on 2 days of the meeting.	\$ 0.59	60.0	\$35.40
General Mileage for DDPHE Personnel	Mileage for DDPHE staff (Community Food Connectors) to attend meetings with local, regional, and statewide stakeholders to implement scope of work and support neighborhood and regional coalitions' action plans and projects. Amount determined based on historical mileage use.	\$ 0.59	1203.0	\$709.77
Total Travel				\$2,545.17
Contractual				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Jefferson County Public Health	Sub-award to Jefferson County Public Health (JCPH) to cover personnel costs (Food Policy and Systems Team Supervisor at 1.0 FTE and a Strategic Initiatives Coordinator at 0.5 FTE), supplies and operating expenses, travel and contractual expenses for project implementation, technical assistance and training to community coalitions, and 4 Jefferson County specific listening sessions, community stipends, interpretation services and translation of written reports. JCPH is co-implementer of all sub-activities in the implementation plan, including evaluation.	\$203,000.00	1.0	\$203,000.00
Food Justice NW Aurora via Aurora Economic Opportunity Coalition (a fiscal sponsor)	Subaward to Aurora Economic Opportunity Coalition serving as fiscal sponsor for the Food Justice NW Aurora (FJNWA) to cover personnel costs (Food Systems and Policy Director at 1.0 FTE and Community Organizer at 0.5 FTE), supplies and operating expenses, travel and contractual expenses for project implementation, technical assistance and training to community coalitions, and 4 City of Aurora specific listening sessions, community stipends, interpretation services and translation of written reports. FJNWA is co-implementer of all sub-activities in the implementation plan, including evaluation.	\$203,000.00	1.0	\$203,000.00
TBD - Food System Collaborators for Land Use Retail and Food Production Policy Projects	Support at least 3 food systems collaborators to implement activities aimed at drafting, amending, adopting or implementing land use policies that increase healthy food access. Funds will be directed to community prioritized projects within the FIC jurisdictions. Example projects may include: community outreach, feasibility analysis, community surveys, or development and distribution of communication materials. Cost per project is estimated at \$11,000 each, but could vary depending on the number of projects and the work associated with each project. Evaluation funding is included with each project to support data collection and reporting activities.	\$11,000.00	3.0	\$33,000.00
TBD - Food System Collaborators for Distribution and Procurement Project	Support up to 3 food systems collaborators to implement activities aimed at improving local and regional distribution and procurement systems for healthy foods and beverages. Funds will be directed to a community prioritized projects within the FIC jurisdictions. Example projects may include: community outreach, feasibility analysis, community surveys, infrastructure, communication materials, or pilot of a new or improved distribution or procurement mechanism. Cost per project is estimated at \$11,000 each, but could vary depending on the number of projects and the work associated with each project. Evaluation funding is included with each project to support data collection and reporting activities.	\$11,000.00	3.0	\$33,000.00

TBD - Interpretation Contractor	Contract with interpretation services to support language access and involvement of non-English speaking community residents and partners. Hourly rate for interpretation is \$75/hour with anticipated 16 total hours needed for interpretation. -Host 2, 2-hour (regional) trainings to learn and share about policy development (2 hours*2 events = 4 hours) -Host 4, 3 hour (Denver area) community listening sessions for policy development (3 hours*4 events = 12 hours)	\$75.00	16.0	\$1,200.00
---------------------------------	---	---------	------	------------

TBD - Translation contractor	Contract with translation service provider to support language access of the written word for non-English speaking community residents and partners. Translation rate is \$0.23/per word. -Translate 2 listening session written reports (Denver area). Estimate each report will be 3 pages long, with 2,000 words per page; 3*2,000 = 6,000; 6,000*2 = 12,000 words.	\$0.23	12000.0	\$2,760.00
TBD - Technical Assistance and Capacity Building Consultants	Provision of capacity building and technical assistance opportunities to food systems collaborators (1 regional; and 2 local via subcontract) related to priorities identified through listening sessions, and one-on-one meetings. Examples of training include, but are not limited to, land use policy, zoning, grant development, etc. Estimated cost per opportunity is \$3,400 to cover planning, facilitation and follow up services.	\$3,400.00	3.0	\$10,200.00
TBD - Creative Communication Consultant	Document and publish 3 or more success stories and lessons learned through PSE change work (e.g., through publication on the FIC website, one-pagers, etc.). Together stories of PSE change taking place funds will be used to hire videographers, photographers, to document the work our food systems collaborators are doing.	\$1,000.00	3.0	\$3,000.00
TBD - Evaluator	Anti-racist evaluator will be secured to support FIC in development of a comprehensive evaluation plan, including refined evaluation questions and data collection processes. The anti-racist evaluator will support FIC with refining data collection instruments, for example the PSE continuum tool used to assess project and strategy implementation, assessing food systems collaborator engagement effectiveness , data collection and analysis, summary reports of findings and recommendations. The evaluation contractor will also analyze evaluation materials to support the FIC team and partners in the continued adoption of anti-racist evaluation practices and principles. The cost is an estimated 500 hours of consultant time at \$150/hour but may be subject to change depending on DDPHE's required open bidding process.	\$ 75,000.00	1.0	\$75,000.00
Total Contractual				\$564,160.00
SUBTOTAL BEFORE INDIRECT				\$765,898.17
Indirect				
Item	Description of Item			Total Amount Requested from CDPHE
Federally-negotiated indirect cost rate				
CDPHE-approved indirect cost rate				
De minimis indirect cost rate - 10% of modified total direct costs	DDPHE requests the CDPHE approved rate of 10% MTDC including all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub award (regardless of the period of performance of the sub awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each sub award in excess of \$25,000.			\$34,101.83
Total Indirect				\$34,101.83
TOTAL				\$800,000.00

EXHIBIT D

OPTION LETTER #:

State Agency : Colorado Department Of Public Health and Environment 4300 Cherry Creek Dr S Denver, CO 80246				Original Contract #		
Contractor (Name and Address)				Option Contract Number		
Contract Performance Beginning Date :				Current Contract Expiration Date :		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Routing #	Federal Funding Amount*	State Funding Amount	Other Funding Amount	Term (dates)	Total
OL #1						\$
Original						\$
Current Contract Maximum Amount (YTD)						\$

1) OPTIONS

- A. Option to extend for an Extension Term
- B. Option to change quantity of goods under the Contract
- C. Option to change quantity of services under the Contract
- D. Option to change Contract rates
- E. Option to initiate next phase of Contract

2) REQUIRED PROVISIONS:

- A. In accordance with Section(s) of the Original Contract referenced above the State hereby exercises its option for an additional term, beginning 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) of the Original Contract referenced above, the State hereby exercises its option to the quantity of at the rates stated in the Original Contract as amended for the following reason: .
- C. In accordance with Section(s) of the Original Contract referenced above the State hereby exercises its option to modify the Contract rates specified in for the following reason: . The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. In accordance with Section(s) of the Original Contract referenced above, the State hereby exercise its option to initiate Phase , which shall begin on and end on at the cost/price specified in Section .
- E. The Contract Maximum Amount table is deleted and replace with the Current Contract Maximum Amount Maximum Amount table shown above.

3) OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or whichever is later.

PROGRAM APPROVAL	STATE OF COLORADO
By: _____	Jared S. Polis, Governor Department of Public Health and Environment Jill Hunsaker Ryan MPH, Executive Director

EXHIBIT D

<p>Date: _____</p>	<p>By: Lisa McGovern, Purchasing & Contracts Section Director, CDPHE</p> <p>Date: _____</p>
--------------------	---

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: _____