STATE OF COLORADO
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
INTERGOVERNMENTAL GRANT AGREEMENT
Cover Page

State Agency Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	**Grantee** City & County of Denver Denver Department of Public Health and Environment 101 W. Colfax Avenue, Unit 800 Denver CO 80202 **Grantee UEI:** NHCESD6KEFH1
Original Agreement Number CTGG1 FHLA 2027*0266	**Agreement Performance Beginning Date** The later of the Effective date or July 1, 2026
Grant Amount **Initial Term** 07/01/2026 – 06/30/2027 $910,238.00 **Grant Maximum Amount** **$910,238.00**	**Agreement Expiration Date** June 30, 2027 Except as stated in **§2.D.**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed **five years** from its Performance Beginning Date.
Pricing/Funding **Price Structure:** Cost Reimbursement **Contractor Shall Invoice:** Monthly **Funding Source:** **State** $910,238.00	**Grant Authority** Solicitation Information: Exempt
State Representative Amanda Nichols, Operations Specialist Prevention Services Division (PSD), HPCDP Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 amanda.nichols@state.co.us	**Grantee Representative** Teddy Montoya, Program Manager City and County of Denver, Denver Department of Public Health & Environment 201 West Colfax Denver, CO 80202 teddy.montoya@denvergov.org

Grant Purpose

To reduce the burden of commercial tobacco and other nicotine product use, while preventing the initiation of tobacco/nicotine use among Coloradans.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Additional Provisions
2. Exhibit B, Statement of Work
3. Exhibit C, Budget
4. Exhibit D, Sample Option Letter

In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §17 of the main body of this Grant
2. The provisions of the other sections of the main body of this Grant
3. Exhibit B, Statement of Work
4. Exhibit A, Additional Provisions
5. Exhibit C, Budget
6. Exhibit D, Sample Option Letter

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

GRANTEE City and County of Denver - Denver Department of Public Health and Environment ______________________________ By: Signature ______________________________ Name of Person Signing for Grantee ______________________________ Title of Person Signing for Grantee Date: ____________________	**STATE OF COLORADO** Jared S. Polis, Governor Jill Hunsaker Ryan, MPH, Executive Director ______________________________ By: Signature ______________________________ Name of Executive Director ______________________________ Title of Executive Director Delegate Date: ____________________

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD
Colorado Department of Public Health and Environment
Jill Hunsaker Ryan, MPH, Executive Director

____
By: Signature

____
Name of State Controller Delegate

____
Title of State Controller Delegate

Grant Agreement Effective Date: ____________________

1. Parties

This Grant Agreement is entered into by and between Contractor named on the Cover Page for this Grant Agreement (the "Contractor"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Grant Agreement (the "State"). Contractor and the State agree to the terms and conditions in this Grant Agreement.

2. Term

A. Effective Date

This Grant Agreement shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Grant Agreement before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Grant Agreement.

B. Initial Term

The Parties' respective performances under this Grant Agreement shall commence on the Grant Agreement Performance Beginning Date shown on the Cover Page for this Grant Agreement and shall terminate on the Initial Grant Agreement Expiration Date shown on the Cover Page for this Grant Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Grant Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Grant Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Grant Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Grant Agreement. Except as stated in **§2.D**, the total duration of this Grant Agreement, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Grant Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§13,** may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Grant Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Grant Agreement or modification extending the total term of this Grant Agreement.

E. Early Termination in the Public Interest

The State is entering into this Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Agreement are not appropriated, or otherwise become unavailable to fund this Grant Agreement, the State, in its discretion, may terminate this Grant Agreement in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Agreement by the State for breach by Grantee.

F. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant Agreement by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant Agreement is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. Definitions

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in Exhibit C.

B. "**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.

C. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.

D. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

E. "**Grant Agreement**" means this Agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

F. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Agreement.

G. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Agreement.

H. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Agreement.

I. "**Exhibits**" exhibits and attachments included with this Grant Agreement as shown on the first page of this Grant.

J. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Agreement.

K. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement Grant Agreement under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

L. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. Insert Federal Awarding Agency's Full Legal Name and Acronym is the Federal Awarding Agency for the Federal Award which is the subject of this Grant Agreement.

M. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

N. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

O. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

P. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

Q. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

R. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

S. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

T. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

U. “**Recipient**” means the State Agency shown on the first page of this Grant Agreement, for the purposes of the Federal Award.

V. “**Services**” means the services to be performed by Grantee as set forth in this Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

W. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

X. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

Y. “**State Fiscal Year**” means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

Z. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

AA. “**Sub-Award**” means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

BB. “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.

CC. “**Subrecipient**” means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant Agreement, **Grantee is a Subrecipient.**

DD. “**Tax Information**” means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.

EE. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the "Super Circular", which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

FF. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Agreement.

GG. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

Grantee shall complete the Work as described in **Exhibit B** in this Grant Agreement and in accordance with the provisions of **Exhibit A**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Agreement.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant Agreement that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Agreement. 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. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

Grantee shall provide the Local Match Amount shown on the first page of this Grant Agreement and described in Exhibit C (the "Local Match Amount"). Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Agreement for all allowable costs described in this Grant Agreement and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant Agreement. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. Reporting - Notification

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding

Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant Agreement. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Agreement using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant Agreement as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant Agreement, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit _** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit _** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant Agreement. Grantee acknowledges that, with respect to this Grant Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant Agreement. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant Agreement.

10. Insurance

Grantee shall maintain at all times during the term of this Grant Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. Remedies

In addition to any remedies available under any exhibit to this Grant Agreement, if Grantee fails to comply with any term or condition of this Grant Agreement or any terms of the Federal Award, the State may terminate some or all of this Grant Agreement and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. Dispute Resolution

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant Agreement that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

14. Rights in Work Product and Other Information

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant Agreement.

15. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their 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. 2671, *et seq.* 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.

16. General Provisions

A. Assignment

Grantee's rights and obligations under this Grant Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Agreement.

B. Captions and References

The captions and headings in this Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Agreement.

D. Modification

The Parties may agree to modification of the terms and conditions of the Grant Agreement in a formal amendment to this Grant Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee 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. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Grant Agreement by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Agreement shall not affect the validity or enforceability of any other provision of this Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant Agreement in accordance with the intent of the Grant Agreement.

H. Survival of Certain Grant Agreement Terms

Any provision of this Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant Agreement shall survive the termination or expiration of the Grant Agreement and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant Agreement are incidental to the Grant Agreement, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

i. Contractor shall comply with and the Work Product provided under this Grant Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et* *seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

17. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. **Statutory 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. If this Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Grant Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **Fund Availability. §24-30-202(5.5) C.R.S.**

Financial obligations of the State payable after the current 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. 2671, *et seq.* 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 Grant Agreement 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 Grant Agreement. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. **Compliance with Law.**

Contractor shall 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 Grant Agreement. 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 Grant Agreement 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 this Grant Agreement 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 Grant Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. **Software Piracy Prohibition.**

State or other public funds payable under this Grant Agreement 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 Grant Agreement 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 Grant Agreement, including, without limitation, immediate termination of this Grant Agreement 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 Grant Agreement. 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.

ADDITIONAL PROVISIONS

To Grant Agreement Routing Number CTGG1 FHLA 2027*0266

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

1. **Invoicing Provisions:**

   To receive compensation under the Agreement, the Grantee shall submit a signed **Monthly** Invoice Form upon delivery and acceptance of performance. CDPHE will distribute a personalized invoice template to the Grantee annually. The Grantee may contact the CDPHE Program Manager to obtain additional copies of the invoice form. The invoice form is incorporated and made part of this Agreement 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. The Grantee shall submit the invoice using the method listed below:

   Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice and Expenditure Details page to: Tobacco Program Generalist via email at cdphe_stepp_pg@state.co.us.

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

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

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

2. **Acceptance of Deliverables – Time Limit:**

   a. Evaluation Period. The State shall have **thirty (30)** calendar days from the date a deliverable is delivered to the State by the Grantee to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Grantee.

   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 Grantee of the failure or deficiencies, in writing, within **thirty (30)** calendar days of: 1) the date the deliverable is delivered to the State by the Grantee 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 Grantee 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 Grantee shall have a reasonable period of time, not to exceed **thirty (30)** calendar days, to correct the noted deficiencies.

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

4. Grantee 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 agreement period and may require an amendment in accordance with General Provisions, Section 18, Modifications, Paragraph I, or Option Letter Provisions of this Contract.

5. Grantee agrees to provide services to all Program participants and employees in a smoke-free environment in accordance with Public Law 103-227, also known as "the Pro-Children Act of 1994", (Act). Public Law 103-227 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, agreement, loan, or loan guarantee.

6. 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 Agreement. At the end of the term of this Agreement, the State shall approve the disposition of all equipment.

7. Grantee shall not use State funds provided under this Agreement for the purpose of lobbying as defined in Colorado Revised Statutes (C.R. S.) 24-6-301(3.5)(a).

8. Notwithstanding the terms under **Section 5. Payments to Contractor, of the Main Task Order Contract,** expenditures shall be in accordance with the Statement of Work and Twelve-Month Budget. The intention of these funds are to be utilized within a 12-month period. Actual expenditures should be evenly distributed across each month, ensuring consistent monthly disbursements to facilitate steady progress and avoid under- or overspending. Prior written approval is required by CDPHE, if the Contractor intends to utilize the entire budgeted amount prior to June 30th.

9. The State, at its discretion, has the Option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Agreement, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Agreement. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in this Agreement.

10. 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.

11. 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.

12. Publications, presentations, or public events resulting from Amendment 35 Tobacco Grants Program funding must include the following acknowledgment of grant support and disclaimer:

    Funding for this event/project/program was provided (in part) by Amendment 35 Tobacco Education, Prevention and Cessation Grant Program 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.*

STATEMENT OF WORK

To Original Contract Number: CTGG1 FHLA 2027*0266

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 (DDPHE)

II. Project Description:

This public health project serves to reduce the burden of commercial tobacco and other nicotine product use, while preventing the initiation of tobacco/nicotine use among Coloradans. In Colorado, smoking is the single most preventable cause of death as well as disease, accounting for more than 5,100 deaths each year. It costs the state more than $1.8 billion in health care expenditures in addition to more than $1 billion in lost productivity each year. The 2030 Education, Prevention and Cessation Tobacco Strategic Plan recommends taking steps to accelerate the decline in tobacco/nicotine use among populations that have not equitably benefited from commercial tobacco/nicotine control efforts to date. Through evidence-based, culturally-responsive strategies that prevent, postpone, and treat chronic disease, improve health promotion and prevention policy, transform health care delivery and integrate community as well as clinical care prevention efforts through creating in addition to maintaining comprehensive tobacco/nicotine control programming to benefit communities in the Contractor's catchment area.

Comprehensive commercial tobacco/nicotine control strategies are designed to lower the number of illnesses, disabilities, as well as fatalities caused by tobacco/nicotine use. A multi-pronged approach will be used to accomplish:1) Community education on policies that influence tobacco/nicotine use/reduce health disparities; 2) Authentic community engagement to create community-specific tobacco/nicotine prevention activities; 3) Promotion of culturally-tailored tobacco/nicotine treatment resources; 4) Education on survey data specific to tobacco/nicotine priority populations; 5) Building/maintenance of the Contractor's tobacco/nicotine subject matter expertise; 6) Implementation of evidence-based tobacco/nicotine program interventions as identified in the CDPHE-provided Community Tobacco/Nicotine Initiatives Framework for Local Public Health Agencies (local public health agency framework).

The goal of this health project is to promote community-based commercial tobacco/nicotine control work as identified by the Tobacco Education, Prevention and Cessation Program. Funding of this project was created by Colorado Revised Statutes 25-3.5-804 which supports funding for community-based and statewide tobacco/nicotine education programs designed to reduce initiation of tobacco/nicotine use by youth, promote cessation of tobacco/nicotine use among youth, as well as reduce exposure to secondhand smoke and vape aerosol.

III. Definitions:

1. **Authentic Community Engagement:** a two-way exchange of information/ideas/resources to offer opportunities for communities to exercise power in decision-making.
2. **Business Days:** 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.

3. **Catchment Area:** geographic area(s) in which the Contractor performs tobacco/nicotine grant work.
4. **CDC:** Centers for Disease Control and Prevention.
5. **CDPHE:** Colorado Department of Public Health and Environment.
6. **Commercial Tobacco:** harmful products that are made and sold for profit by tobacco/nicotine industry companies. This is distinct from "traditional tobacco" used by Native American people and other groups for religious or ceremonial purposes.
7. **Equitable Enforcement:** a process of ensuring compliance with law and policy that considers and minimizes harm to people affected by health inequities.
8. **Healthy Kids Colorado Survey:** a survey on the health/well-being of young people and school health policies/practices that support youth health.
9. **Implementation Plan:** documented steps needed to implement the Contractor's tobacco/nicotine project plan.
10. **LPHA:** Local Public Health Agency.
11. **Organizational Policy:** a course or method of action selected by an organization to guide decisions on matters of public interest/social concern.
12. **Place-Based:** approaches, community and stakeholder agencies collaborate to address health and contextual factors influencing the social well-being of a population within a defined geographic location.
13. **Priority Populations:** populations disparately affected due to higher tobacco/nicotine use and prevalence according to Colorado surveillance data, and that will be affected by an intervention.
14. **Quarterly:**
    a. Quarter 1: July 1 – September 30
    b. Quarter 2: October 1 – December 31
    c. Quarter 3: January 1 – March 31
    d. Quarter 4: April 1 – June 30
15. **Quit Attempts:** attempt to stop using tobacco and other nicotine products.
16. **Second Chance Program:** a web-based, interactive, self-directed alternative to a suspension education program for youth who have violated a tobacco/nicotine policy at school or a tobacco/nicotine law in the community.
17. **SFY:** State Fiscal Year. Means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year.
    a. FY27: July 1, 2026 through June 30, 2027
    b. FY28: July 1, 2027 through June 30, 2028
    c. FY29: July 1, 2028 through June 30, 2029
18. **STEPP:** State Tobacco Education and Prevention Partnership.
19. **STEPP Project Officer:** STEPP program contact.
20. **Strategic Plan:** 2030 Colorado Commercial Tobacco Control Strategic Plan.

21. **TTA:** Training and Technical Assistance.
22. **TFCA:** Tobacco-focused Community Assessment.
23. **Tobacco Grants Program:** STEPP.
24. **Youth:** individuals under age 21.
25. **Young Adults:** individuals between the ages 18 to 24 years old.
26. **Workflow:** a series of tasks – how tasks are accomplished, in what order, and by whom.

IV. Work Plan

Goal #1: Improve health and racial equity by promoting the well-being of all Coloradans through strategies focused on health promotion, prevention, in addition to access to care.

Objective #1: No later than the expiration date of this contract, reduce tobacco/nicotine initiation through the implementation of evidence-based, culturally responsive, and community-oriented tobacco control strategies, with a specific focus on priority populations, that align with the 2030 Education, Prevention and Cessation Tobacco Strategic Plan.

Primary Activity #1: The Contractor shall complete a Tobacco-focused Community Assessment (TFCA).

Sub-Activity #1:

1. The Contractor shall review the Tobacco Free CO website to better understand the project's scope in addition to requirements.
2. The Contractor shall develop a local strategic approach with input from STEPP that promotes environmental change efforts to reduce the following within the most tobacco/nicotine-burden populations in the Contractor's catchment area:
    a. Tobacco/nicotine initiation
    b. Tobacco/nicotine use
    c. Exposure to secondhand smoke
    d. Exposure to vape aerosol.
3. The Contractor shall develop the TFCA.
4. The Contractor shall provide the TFCA via email to the CDPHE STEPP Project Officer.
5. The Contractor shall update the TFCA upon receiving CDPHE feedback.
6. The Contractor shall provide the final TFCA via email to the CDPHE STEPP Project Officer.
7. The Contractor shall use the approved TFCA.
8. The Contractor shall conduct a TFCA within the Contractor's catchment area to identify the most appropriate strategies related to the following:

   a. tobacco/nicotine policy change.
   b. improving accessibility of tobacco/nicotine treatment.
   c. improving utilization of tobacco/nicotine treatment.
   d. advancing youth-oriented awareness of the dangers of tobacco/nicotine products.
   e. community education.
   f. reductions in exposure to second-hand smoke and vape aerosol.
9. The Contractor shall evaluate the TFCA to determine which strategies best align with the LPHA CORE Framework.
10. The Contractor shall implement strategies to prioritize priority populations, as defined in the Strategic Plan and the LPHA CORE Framework, in all efforts to reduce tobacco/nicotine use across the following settings:
    a. Schools.
    b. Multi-unit housing.
    c. Behavioral health care systems
    d. Social services settings
    e. Municipal settings
    f. other settings identified through community needs.

Primary Activity #2: The Contractor shall complete an implementation plan.

Sub-Activity #2:

1. The Contractor shall develop the implementation plan with input from the following:
   a. CDPHE State Tobacco Education and Prevention Partnership (STEPP) Project Officer.
   b. CDPHE-approved Technical Assistance provider(s).
2. The Contractor shall document the following in the implementation plan:
   a. The detailed steps towards completing capacity-building activities as outlined in the Local Public Health Agency (LPHA) Framework.
   b. The strategy(ies) the project will implement based on the data collected in the TCFA.
   c. The detailed steps to achieve the objective of this contract.
3. The Contractor shall provide the implementation plan via email to the CDPHE STEPP Monitor.
4. The Contractor shall update the implementation plan upon receiving CDPHE feedback, including approval.
5. The Contractor shall document acceptance of the approved/agreed-upon implementation plan with a signature.
6. The Contractor shall implement the approved/agreed-upon implementation plan.

Primary Activity #3: The Contractor shall revise the implementation plan annually, at a minimum.

Sub-Activity #3:

1. The Contractor shall provide the updated implementation plan with all changes clearly marked in redline format.
2. The Contractor shall update the revised implementation plan upon receiving CDPHE feedback, including approval.
3. The Contractor shall document acceptance of the approved/agreed-upon revised implementation plan with a signature.
4. The Contractor shall implement the approved/agreed-upon revised implementation plan.

Primary Activity #4: The Contractor shall implement capacity-building activities as identified in the LPHA Framework provided by CDPHE.

Sub-Activity #4:

1. The Contractor shall implement capacity-building activities as outlined in the LPHA Framework provided by CDPHE each year.
2. The Contractor shall implement at least one (1) capacity-building activity from the LPHA Framework issued annually.

Primary Activity #5: The Contractor shall complete at least one (1) initiative to reduce tobacco/nicotine-related health disparities among priority populations in the Contractor's catchment area.

Sub-Activity #5:

1. The Contractor shall facilitate at least one (1) initiative to reduce tobacco/nicotine-related health disparities among priority population within the Contractor's catchment area.
2. The Contractor shall develop community understanding of the following topics as tobacco/nicotine control strategies are introduced at the local level:
   a. tobacco/nicotine-related health disparities among priority populations
   b. importance of policies that influence tobacco/nicotine use.
   c. importance of the availability of evidence-based tobacco/nicotine treatment resources.
3. The Contractor shall use the Best Practices for Comprehensive Tobacco Control Programs User Guide to:
   a. Apply it in all education efforts directed at community members and policymakers.
   b. Guide education efforts on tobacco/nicotine control policies shown to reduce use.

c. Implement youth and adults task force model to support community mobilization.
d. Document and report on how the guide was applied in each education effort
e. Document and report on how the guide was applied to how the youth and adult task force was engaged.

Primary Activity #6: The Contractor shall implement the tobacco/nicotine policy change processes designed to reduce initiation/prevalence of tobacco/nicotine use through the adoption of tobacco/nicotine policy changes.

Sub-Activity #6:

1. The Contractor shall use the LPHA Framework provided by CDPHE.
2. The Contractor shall develop community understanding of tobacco/nicotine policy changes designed to reduce prevalence/initiation of tobacco/nicotine use.
3. The Contractor shall use the promotion of tobacco/nicotine-free social norms to prevent tobacco/nicotine initiation among youth/young adults.
4. The Contractor shall promote tobacco/nicotine treatment as part of tobacco/nicotine policy change activities.
5. The Contractor shall provide a copy of the following in the event that the Contractor's catchment area passes new local tobacco/nicotine ordinances, as well as tobacco/nicotine-related organizational policies:
    a. local tobacco/nicotine ordinances.
    b. local tobacco/nicotine-related organizational policy.

Primary Activity #7: The Contractor shall implement the tobacco/nicotine policy change processes designed to reduce exposure to secondhand smoke and/or vape aerosol, through the adoption of tobacco/nicotine policy changes.

Sub-Activity #7:

1. The Contractor shall use the LPHA Framework provided by CDPHE.
2. The Contractor shall develop community understanding of tobacco/nicotine policy changes designed to reduce exposure to secondhand smoke and vape aerosols.
3. The Contractor shall provide education to community members that facilitates the following:
    a. Adoption of place-based smoke and/or vapor/tobacco/nicotine-free policies
    b. Implementation of place-based smoke and/or vapor/tobacco/nicotine-free policies
    c. Equitable enforcement of place-based smoke and/or vapor/tobacco/nicotine-free policies
    d. Promotion of tobacco/nicotine treatment resources.

4. The Contractor shall provide a copy of the following in the event that the Contractor's catchment area passes new local tobacco ordinances as well as tobacco/nicotine-related organizational policies:
   a. local tobacco/nicotine ordinances
   b. local tobacco/nicotine-related organizational policy.

Primary Activity #8:

The Contractor shall facilitate initiatives that improve access to, along with encouraging the use of evidence-based treatment services by implementing culturally appropriate strategies.

Sub-Activity #8:

1. The Contractor shall use the LPHA Framework provided by CDPHE.
2. The Contractor shall promote widespread adoption of tobacco/nicotine treatment interventions, including environmental approaches, in a variety of clinical and/or community settings.
3. The Contractor shall provide education/technical assistance to:
   a. maximize opportunities to screen for tobacco/nicotine use.
   b. link people who use tobacco/nicotine to evidence-based cessation treatment.
4. The Contractor shall implement the reduction of barriers to accessing cessation services by collaborating with clinical/community entities to:
   a. assess the current status of tobacco/nicotine screening and intervention
   b. integrate treatment/referral processes into existing medical/social care settings
   c. promote the availability of low/no cost cessation benefits, including those offered through the:
      i. Colorado QuitLine
      ii. Medicaid
   d. Where applicable, the Contractor shall support the adoption of tobacco/nicotine-free policies.

Primary Activity #9: The Contractor shall complete all required grant reporting requirements.

Sub-Activity #9:

1. The Contractor shall complete quarterly progress reports on a CDPHE-approved Quarterly Progress Report template.
2. The Contractor shall complete annual progress reports on a CDPHE-approved Annual Progress Report template.

Standards and Requirements

1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates.
2. The Contractor shall adhere to the Best Practices User Guides. This information is located on Tobacco Free CO website, and made a part of this contract by reference.
3. The Contractor shall adhere to the requirements in the CDPHE-provided local public agency framework. This information is located on Tobacco Free CO website, and is made a part of this contract by reference.
4. CDPHE will provide the Contractor with the LPHA Framework at the beginning of each SFY.
5. CDPHE will provide the implementation plan template via email to the Contractor no later than fifteen (15) Business Days following the contract execution date.
6. CDPHE will provide feedback to the Contractor on the implementation plan via email within ten (10) Business Days of receipt.
7. The Contractor shall prepare to incorporate the feedback from CDPHE within five (5) Business Days of receipt.
8. CDPHE will provide feedback to the Contractor on the revised implementation plan via email within five (5) Business Days of receipt, using one of the following responses:
    a. Accepted changes to the implementation plan.
    b. Decline changes to the implementation plan.
    c. Accepted all changes in the redlined implementation plan to create a clean version prior to final review.
9. CDPHE will provide feedback to the Contractor on the revised implementation plan via email within 21 Business Days of receipt.
10. The Contractor shall use CDC's Best Practices for Comprehensive Tobacco Control Programs User Guide in all efforts to educate the community/policy makers about tobacco/nicotine control policies. This information is located on CDPHE's website, and is incorporated and made a part of this contract by reference.
11. The Contractor shall comply with the National Association of County and City Health Officials (NACCHO) Program and Funding Guidelines for Comprehensive Tobacco Control Programs at the Local Level to apply the recommendations of CDC's Best Practices. This information is located on NACCHO's website, and is incorporated and made a part of this contract by reference.
12. The Contractor shall use the National Library of Medicine's National Center for Biotechnology Information publication, *Treating Tobacco Use and Dependence: 2008 Update*, as a resource learn about effective, experimentally validated tobacco dependence

treatments and practices. This information is located on NIH's website, and is incorporated and made a part of this contract by reference.

13. The Contractor shall, based on activities identified in the implementation plan, utilize CDPHE-approved technical assistance providers. This information is located on Tobacco Free CO website, and is incorporated and made part of this contract by reference.
14. The Contractor shall use CDC's Health Equity in Tobacco Prevention and Control Best Practices User Guides to support tobacco control staff and partners in implementing evidence-based best practices by translating research into practical guidance. This information is located on CDPHE's website, and is incorporated and made part of this contract by reference.
15. The Contractor shall adhere to the Tobacco Education, Prevention, & Cessation Strategic Plan when assessing the tobacco/nicotine related impact to the Contractor's catchment area. This information is located on CDPHE's website, and is incorporated and made part of this contract by reference.
16. The Contractor shall use the Attitudes and Behaviors Survey (TABS) to assess the tobacco/nicotine related impact to the Contractor's catchment area. This information is located on the CDPHE's Explore data website, and is incorporated and made part of this contract by reference.
17. The Contractor shall use the Healthy Kids Colorado Survey Dashboard to assess the tobacco/nicotine related impact to the Contractor's catchment area. This information is located on CDPHE's Healthy Kids Colorado Survey Dashboard website, and is incorporated and made part of this contract by reference.
18. The Contractor shall use the Tobacco Retailer Access Colorado Dashboard to assess the tobacco/nicotine related impact to the Contractor's catchment area. This information is located on CDPHE's TRAC website, and is incorporated and made part of this contract by reference.
19. The Contractor shall use the Colorado Quitline website to verify FDA Compliance Check Inspections of Tobacco Product Retailer. This information is located on Colorado Quitline website, and is incorporated and made a part of this contract by reference.
20. The Contractor shall use the Community Engagement Toolkit to assess the tobacco/nicotine related impact to the Contractor's catchment area. This information is located on CDPHE's website, and is incorporated and made a part of this contract by reference.
21. The Contractor shall use the Colorado Quitline reports. This information is located on Tobacco Free CO website, and is incorporated and made a part of this contract by reference.
22. The Contractor shall use the STEPP Implementation Plan Template. This document is located on Tobacco Free CO website, and is incorporated and made a part of this contract by reference.
23. The Contractor shall use STEPP Tobacco Focused Community Assessment guidance. This information is located on Tobacco Free CO website, and is incorporated and made a part of this contract by reference.

24. The Contractor shall comply with Colorado's Tobacco-Free Schools Law (C.R.S. 25-14-103.5) when facilitating the development of Tobacco-Free Schools Policies. This information is located under Title 25 Health on FindLaw's website, and is incorporated and made part of this contract by reference.
25. The Contractor shall prepare to notify the STEPP Project Officer within five (5) business days following the passage of any of the following within the Contractor's catchment area:
    a. A municipal ordinance related to tobacco/nicotine control.
    b. An organizational policy issue related to tobacco/nicotine.
26. The Contractor shall notify the STEPP Project Officer within five (5) business days of any accepted presentations or posters for state and national conferences.
27. The Contractor shall notify the STEPP Project Officer within five (5) business days of any published evaluation results produced through STEPP-funded commercial tobacco/nicotine control work.
28. CDPHE will provide the Contractor with the Quarterly Progress Report template via email no later than ten (10) Business Days prior to the due date specified in the Deliverable Section, which will include the following:
    a. Results of capacity-building efforts aligned to the LPHA Framework
    b. Results of strategy-level work aligned to the LPHA Framework
29. CDPHE will provide the Contractor with the Annual Progress Report template via email no later than 30 Business Days prior to the due date specified in the Deliverables Section, which will include the following:
    a. Successes from the year
    b. Challenges from the year
30. The Contractor shall provide metrics/measures/project progress information in the following reports using the reporting tool provided by CDPHE's Evaluation Contractor:
    a. Quarterly progress reports
    b. Annual Reports
31. CDPHE will perform aggregate data through the CDPHE's Evaluation Contractor as part of the macro-evaluation of the Tobacco Grants Program.
32. The Contractor shall attend bi-monthly STEPP Update calls.
33. The Contractor shall attend scheduled Learning Community Calls specific to evidence-based tobacco/nicotine program interventions in which the Contractor works during the contract period.
34. The Contractor shall develop a media plan with guidance and prior approval from the CDPHE Tobacco Communications Specialist prior to:
    a. Placement of any media buys
    b. Implementation of any communication plan through media mechanisms.

35. CDPHE will approve media plans within 15 business days of submission.
36. The Contractor shall use existing, customizable media materials. This information is located on [Tobacco Free CO website], and is incorporated and made a part of this contract by reference.
37. The Contractor shall submit a request and retain prior approval from Project Officer prior to:
    a. Purchasing promotional items for community engagement events.
    b. Purchasing items to support evidence-based tobacco/nicotine treatment.
38. CDPHE will approve requests for promotion items and items to support evidence-based tobacco treatment within 15 business days of submission.
39. The Contractor shall prepare to inform the STEPP Project Officer within 15 business days of hire of any new tobacco program staff.
40. CDPHE's STEPP Project Officer will set up one (1) telephone/webinar appointment with the Contractor's new tobacco program staff to discuss STEPP roles/responsibilities within 15 business days of notification by the Contractor.
41. The Contractor shall communicate to all new tobacco program staff the requirement to complete the STEPP New Employee Onboarding Checklist within three (3) to six (6) months of hire. This information is located on [Tobacco Free CO website], and is incorporated and made a part of this contract by reference.
42. The Contractor shall plan to participate in a minimum of two (2) STEPP-approved trainings/capacity building opportunities, annually.
43. The Contractor shall obtain from each subcontractor a Memorandum of Understanding/other binding contractual agreement.
44. The Contractor shall, upon request, provide CDPHE with copies of subcontractors' Memoranda of Understanding/other binding contractual agreement within 15 business days of request.
45. If purchasing gift cards, the Contractor shall, upon request, provide to CDPHE written procedures related to gift card purchasing/handling. At a minimum, procedures shall include the following:
    a. How the gift card inventory is tracked/maintained
    b. Gift card storage/safeguards against theft
    c. The primary person responsible for securing/distribution of gift cards
    d. A gift card distribution log that records:
        i. Each gift card number
        ii. Gift card dollar amount
        iii. Printed name of each gift card recipient
        iv. Signature of each gift card recipient

   e. Ensure gift cards are not used to purchase tobacco/nicotine products

46. The Contractor shall prepare to return to STEPP all equipment less than three (3) years old purchased with STEPP grant funds by no later than the end of the contract period.
47. The Contractor shall, unless otherwise indicated, submit deliverables via email to the STEPP Project Officer at cdphe_stepp_pg@state.co.us.
48. The Contractor shall complete all final deliverables as non-reimbursable deliverables.

Expected Results of Activity(s)

1. Reduce tobacco/nicotine use in addition to initiation among youth, young adults, and priority populations.
2. Reduce in tobacco/nicotine-related health issues through implementation of evidence-based interventions.
3. Reduce exposure to harmful substances in both schools in addition to community settings.
4. Decrease gaps in tobacco/nicotine control by implementing policies that aligned with project goals.
5. Reduce delays in implementation by documenting progress towards project goals.

Measurement of Expected Results

1. CDPHE received the creation of the Tobacco-Focused Community Assessment.
2. CDPHE received the signed implementation plan
3. CDPHE received Quarterly Progress Reports.
4. CDPHE received Annual Reports.

Deliverables

Description	Completion Date
1. The Contractor shall submit a final signed implementation plan.	No later than 7/30
2. The Contractor shall submit a revised implementation plan.	Annually, no later than 7/30
3. The Contractor shall submit a final Tobacco-Focused Community Assessment.	No later than 03/30/2027
4. The Contractor shall submit quarterly progress reports.	Annually, no later than 15 calendar days after the end of quarter (10/15, 01/15, 04/15, 07/15)

Description	Completion Date
5. The Contractor shall submit an annual report	Annually, no later than 07/15
6. The Contractor shall submit language related to: a. local tobacco/nicotine ordinances b. local tobacco/nicotine-related organizational policy	No later than five (5) business days after publication

V. Monitoring

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

VI. Resolution of Non-Compliance

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

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing #CTGG1 FHLA 2027*0266

Contractor Name	City and County of Denver Department of Public Health and Environment	**Program Contact Name, Title, Phone and Email**	Angie Kogovsek Program Supervisor (720) 318-8500 Angelina.Kogovsek@denvergov.org
Budget Period	07/01/2026 - 06/30/2027	**Fiscal Contact Name, Title, Phone and Email**	Anne Bygrave Senior Accountant (720) 913-5181 anne.bygrave@denvergov.org
Project Name	Community Tobacco Initiatives	**Contract (CT or PO) Number**	CTGG1 FHLA 2027*0266

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**
Environmental Public Health Administrator T. Montoya	The Environmental Public Health Administrator serves as the program manager, providing strategic leadership and accountability for all grant-funded activities. Responsibilities include ensuring alignment with the Colorado 2030 Tobacco Education, Prevention, & Cessation Strategic Plan and the North Star of advancing health and racial equity. The Administrator oversees fiscal management, compliance with STEPP grant requirements, and coordination of capacity-building activities. Duties include approving budgets, monitoring expenditure, preparing financial reports, and ensuring authentic community engagement with priority populations. This role ensures that all evidence-based strategies under Goal Areas 1, 2, and 3 are implemented with fidelity and equity.	118,500.00	41,475.00	25.00%	39,993.75

Environmental Public Health Supervisor A. Kogovsek	The Environmental Public Health Supervisor serves as the Tobacco Program Supervisor and manages day-to-day operations of the tobacco program, overseeing all grant goals and strategies. Responsibilities include direct supervision of analysts, coordination of implementation plans, and monitoring progress toward strategic objectives. The Supervisor ensures compliance with required capacity-building activities, provides quarterly progress reports, supports authentic community engagement, and provides technical guidance for strategies under Goal 1 (Youth Prevention), Goal 2 (Environmental Protections), and Goal 3 (Cessation Support). This position also liaises with STEPP technical assistance providers and ensures timely reporting to CDPHE.	110,100.00	38,535.00	60.00%	89,181.00
Environmental Public Health Analyst Associate	This Analyst leads implementation of Strategy 1.3: Reduce Tobacco Product Waste under Goal 1: Keep Youth and Young Adults Tobacco-Free and Strategy 2.5: Reduce Tobacco and Other Nicotine Product Waste under Goal 2: Protect People and the Environment. Responsibilities include designing and managing vape waste collection programs in both school and community settings, ensuring compliance with EPA hazardous waste guidelines, and promoting CDPHE-approved disposal practices. The Analyst collaborates with schools, local organizations, and community organizations to prevent hazardous waste accumulation, supports adherence to storage and disposal requirements, and collects data to inform sustainable policy solutions. This work reduces environmental hazards, supports youth prevention efforts, and advances health equity by protecting communities from toxic waste exposure.	85,100.00	29,785.00	100.00%	114,885.00
Environmental Public Health Analyst Associate	This Analyst leads activities under Strategy 2.1 (Smoke/Vape-Free Multi-Unit Housing), Strategy 2.2 (Smoke/Vape-Free Public Settings), and Strategy 3.1 (Sustainable Systems for Cessation Support). Responsibilities include educating housing authorities and community organizations on secondhand smoke protections, promoting adoption of smoke/vape-free policies, and supporting compliance efforts. Additionally, the Analyst works with healthcare and social service providers to integrate cessation interventions and referral systems, ensuring priority populations have equitable access to treatment resources.	76,960.00	26,936.00	100.00%	103,896.00

Environmental Public Health Analyst Associate	This Analyst leads activities under Strategy 1.1 (Retail Restrictions to Reduce Youth Access) and supports Strategy 2.1 (Smoke/Vape-Free Multi-Unit Housing). Duties include educating communities on youth access prevention policies, mobilizing organizations to advocate for local retail licensing ordinances, and monitoring compliance data. The Analyst also collaborates with housing providers to promote smoke/vape-free policies, ensuring protections for residents and reducing health disparities.	85,000.00	29,750.00	100.00%	114,750.00
Environmental Public Health Analyst Associate	This Analyst focuses on Strategy 3.1: Support Sustainable Systems for Cessation Support under Goal 3. Responsibilities include collaborating with healthcare providers, behavioral health organizations, and community agencies to integrate screening, counseling, and referral processes into existing service structures. The Analyst promotes evidence-based cessation resources, reduces barriers to treatment, and ensures culturally appropriate outreach to priority populations.	95,500.00	33,425.00	15.00%	19,338.75
Contract Administrator Senior	The Contract Administrator manages all contractual and procurement processes for the tobacco program, ensuring compliance with state and local regulations. Responsibilities include drafting, reviewing, and executing contracts with vendors, subcontractors, and technical assistance providers. The Administrator monitors deliverables, processes invoices, and ensures timely payments while maintaining accurate records for audits and reporting. This role supports program efficiency and accountability across all strategic goal areas.	101,920.00	35,672.00	15.00%	20,638.80
Communications Specialist	The Communications Specialist leads media and outreach efforts to educate communities about tobacco-related health disparities, prevention strategies, and cessation resources. Responsibilities include developing culturally responsive messaging, managing social media campaigns, and coordinating paid and earned media initiatives. The Specialist amplifies statewide campaigns locally and creates content to promote policy adoption and community engagement under Goal 1 (Youth Prevention), Goal 2 (Environmental Protections), and Goal 3 (Cessation Support).	95,169.00	33,309.15	10.00%	12,847.82

Environmental Public Health Analyst Associate - Evaluator	An Environmental Public Health Analyst Associate with expertise in evaluation will assess the effectiveness and impact of the Community Grant program. This position will design and implement evaluation strategies that measure progress toward reducing tobacco use and secondhand smoke exposure, as well as the adoption and implementation of smoke-free multiunit housing policies. Responsibilities include developing data collection tools, analyzing outcomes, and providing actionable insights to strengthen program delivery.	95,000.00	33,250.00	10.00%	12,825.00
Fringe	Fringe benefits include payroll taxes, unemployment insurance, workers compensation, health insurance, dental insurance, life insurance, disability insurance, cell phone stipend, and retirement plan benefits.				-
Personal Services Hourly Employees					
Position Title	**Description of Work**	**Hourly Wage**	**Hourly Fringe**	**Total # of Hours on Project**	**Total Amount Requested from CDPHE**
	Line not open				-
				Total Personal Services (including fringe benefits)	**528,356.12**
Supplies & Operating Expenses					
Item	**Description of Item**		**Rate**	**Quantity**	**Total Amount Requested from CDPHE**
Professional Development	Professional development training for new and existing tobacco staff (Environmental Public Health Administrator, Environmental Public Health Supervisor, Environmental Public Health Specialist, Environmental Public Health Analyst Associate x4). Topics may include program planning, team dynamics, facilitation skills, equitable/best practices, etc. as they relate to community outreach and working with a diverse group of tobacco stakeholders (i.e. health care providers, school-based health professionals, tobacco retailers, etc.). Anticipating $500 total for each of the four main staff on the project. Approx. $500/training x 4 FTE = $2,000		500.00	4.00	2,000.00
Educational/Training Materials	General cost for educational/training materials, language translation services (as needed), technical assistance to housing providers, school-based staff and administrators, health care providers, and community based organizations, evaluation documents, and outreach materials such as handouts, brochures, posters. etc. Projected costs at $250/month based on historical expenditures. ($250 x 12 = $3000).		250.00	12.00	3,000.00

Office Supplies	General office supplies for the Tobacco Program, this includes supplies for preparation/planning meetings, meetings with external organizations and internal departments. This will help provide general supplies which include printing services, pens, paper, and other materials as needed. Projected costs at $175/month based on historical expenditures. ($175 x 12 = $2,100)	175.00	12.00	2,100.00
Meeting Expenses	Meeting expenses for external meetings with community members, stakeholders, and collaborators will support the Tobacco Free Community Assessment (TFCA) and align with the IP strategies focused on youth prevention, secondhand smoke/vapor exposure, and tobacco cessation. These meetings will engage specific populations identified within the TFCA/Strategic Plan. Working with community connectors, we will identify accessible locations that best meet community needs. We aim to conduct at least two meetings per identified IP strategy area. Based on previous DDPHE rentals, average room rental costs range from $250-$350. Budgeted costs will cover room rental fees, associated expenses like equipment or A/V, and other meeting materials. This budget request covers approximately ten external meetings at an estimated average cost of $300 each, totaling $3,000. (Approx. 10 external meetings x $300 = $3000) ***Excluded from IDCs**	300.00	10.00	3,000.00
Meals	Providing meals to community members and stakeholders to maximize community participation up to 10 meetings, during the lunch hour, after work, or when meetings could go over 4 hours and to increase engagement and participation in other outreach initiatives ($15 per meal x 100 participants = $1500) ***Excluded from IDCs**	15.00	100.00	1,500.00
Community Outreach Supplies	This line item supports community engagement and relationship building activities by funding the purchase of promotional materials, such as branded pens, water bottles, tote bags and other small giveaways. These items serve as practical tools to enhance visibility, encourage interaction, and reinforce key messaging at community events. They will be utilized at events where youth and other priority populations are present, supporting Goal Area 1 by increasing awareness and engagement in tobacco prevention efforts. Additionally, they contribute to Goal Area 3 by fostering meaningful relationships with community organizations to reinforce sustained involvement in cessation and policy initiatives.	4,500.00	1.00	4,500.00
			Total Supplies & Operating	**16,100.00**
Travel				
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from CDPHE**

Mileage	Mileage costs ($0.73 per mile, DDPHE rate) for staff incurred during travel to off-site meetings (i.e. coalitions, forums, stakeholder engagement, conferences, and community meetings). Based on past program needs. 4230 miles x .73 = $3066.75	0.73	4,230.00	3,066.75
Airfare - NCTOH	One way airfare = $120 per person x 5 total FTE = $600 Attendance by 4 full-time employees maximizes the value and information gained from the National Conference on Tobacco or Health. Given the conference's diverse abstract tracks covering various aspects of tobacco control, including youth prevention, secondhand smoke/vapor exposure, cessation support, and health equity, a team presence is crucial to capture relevant information. Distributing team members across sessions aligned with each of the STEPP-funded goal areas (youth tobacco-free initiatives, environmental protection from tobacco waste and secondhand exposure, and support for tobacco cessation) will ensure thorough coverage of the latest research, best practices, and innovative strategies. This targeted approach will allow the program to effectively integrate conference learnings into all facets of its work, advancing health and racial equity in tobacco control. This is the only conference the Tobacco Prevention, Education, and Cessation Pillar will be attending in FY27. Program staff anticipate submitting abstracts for programs in Vape Waste Disposal in school settings, secondhand smoke complaint response, and integrating data and data visualization in community complaint response.	120.00	5.00	600.00
NCTOH - Conference Registration	Conference Registration = $795 per person x 5 total FTE = $3975 Attendance by 4 full-time employees maximizes the value and information gained from the National Conference on Tobacco or Health. Given the conference's diverse abstract tracks covering various aspects of tobacco control, including youth prevention, secondhand smoke/vapor exposure, cessation support, and health equity, a team presence is crucial to capture relevant information. Distributing team members across sessions aligned with each of the STEPP-funded goal areas (youth tobacco-free initiatives, environmental protection from tobacco waste and secondhand exposure, and support for tobacco cessation) will ensure thorough coverage of the latest research, best practices, and innovative strategies. This targeted approach will allow the program to effectively integrate conference learnings into all facets of its work, advancing health and racial equity in tobacco control. This is the only conference the Tobacco Prevention, Education, and Cessation Pillar will be attending in FY27. Program staff anticipate submitting abstracts for programs in Vape Waste Disposal in school settings, secondhand smoke complaint response, and integrating data and data visualization in community complaint response.	795.00	5.00	3,975.00
			Total Travel	**7,641.75**

Contractual				
Subcontractor Name	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from CDPHE**
Denver Public Schools	Denver Public Schools (DPS) will serve as a subcontractor to support the implementation of evidence-based tobacco prevention strategies within the district. DPS will assist in developing and promoting educational resources, policies, and interventions such as a standardized vape disposal project aimed at reducing youth vaping and tobacco use. Responsibilities will include participation in meetings, submitting reports, and the development of resource materials for students, educators, and families. With extensive experience in youth tobacco prevention and education, DPS will play a key role in supporting tobacco-free initiatives across school communities and implementing a vape waste disposal program across identified DPS schools. ***Per Grantee subcontractors do not require a $50k cap for indirect**	50,000.00	1.00	50,000.00
Media Vendor	A media vendor will develop, and distribute targeted marketing messages aimed at priority populations, including youth, LGBTQ+ communities, and individuals exposed to secondhand smoke. The contractor will conduct audience research, create culturally responsive messaging, and implement strategic communication campaigns to promote tobacco prevention and cessation efforts. Additional responsibilities include participation in meetings, submitting reports, the development of outreach materials to enhance engagement with priority populations, and creating resources to support the maintenance of local policies within Strategy 1.1,. With extensive experience in public health communications and marketing, the media vendor will ensure that messaging is impactful and reaches communities most affected by tobacco use. ***Per Grantee subcontractors do not require a $50k cap for indirect**	90,000.00	1.00	90,000.00

Community-based organization that serves priority populations	A community-based organization will serve as a subcontractor to lead targeted outreach and education efforts addressing tobacco cessation among key priority populations. The organization will deliver culturally and linguistically appropriate workshops, develop tailored educational materials, and provide direct referrals to evidence-based cessation resources. Responsibilities will include participation in planning meetings, submission of progress reports, and collaboration on strategies that address tobacco-related health disparities. With strong community trust and demonstrated experience serving priority populations, the organization will play an essential role in advancing equitable tobacco-free initiatives. To avoid duplicating efforts, DDPHE will work with STEPP to confirm that any applicant awarded funds who also holds an active STEPP contract does not duplicate work in Denver. ***Per Grantee subcontractors do not require a $50k cap for indirect**	50,000.00	1.00	50,000.00
Community-based organization that serves priority populations	A community-based organization will serve as a subcontractor to lead targeted outreach and education efforts addressing tobacco cessation among key priority populations. The organization will deliver culturally and linguistically appropriate workshops, develop tailored educational materials, and provide direct referrals to evidence-based cessation resources. Responsibilities will include participation in planning meetings, submission of progress reports, and collaboration on strategies that address tobacco-related health disparities. With strong community trust and demonstrated experience serving priority populations, the organization will play an essential role in advancing equitable tobacco-free initiatives. To avoid duplicating efforts, DDPHE will work with STEPP to confirm that any applicant awarded funds who also holds an active STEPP contract does not duplicate work in Denver. ***Per Grantee subcontractors do not require a $50k cap for indirect**	50,000.00	1.00	50,000.00
			Total Contractual	**240,000.00**
			SUB-TOTAL OF DIRECT COSTS	**792,097.87**
		Less: Expenses per OMB 2 CFR 200		
			Subcontractor in excess of $50,000	$-
			Rent	$-
			Equipment in excess of $10,000	$-
			Other Unallowable expenses	$4,500.00
			Total Expenses per OMB 2 CFR 200	$4,500.00
			Modified Total Direct Costs (MTDC)	$787,597.87
		Indirect		
Item	**Description of Item**		**Percentage**	**Total Amount Requested from CDPHE**

De minimis Indirect Cost Rate*	15% of modified total direct costs (MTDC.) Uniform Guidance defines MTDC as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first $50,000 of each subaward. MTDC does not include: equipment, capital expenditures, charges or patient care, rental costs, tuition remission, scholarships or fellowships, the portion of subawards in excess of the first $50,000 and participant support costs. Participant support costs are defined as direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects. In addition to this list, the distribution base excludes other distorting items such as pass through funds and subcontracts in excess of $50,000.	15.00%	118,140.13
		Total Indirect	**118,140.13**
		TOTAL	**910,238.00**

Exhibit D – Sample Option Letter

State Agency
[Insert Department's or IHE's Full Legal Name]

Contractor
[Insert Contractor's Full Legal Name]

Option Letter Number
[Insert the Option Number (e.g. "1" for the first option)]

Original Contract Number
[Insert CMS number or Other Contract Number of the Original Contract]

Option Contract Number
[Insert CMS number or Other Contract Number of this Option]

Contract Performance Beginning Date
[Month Day, Year]

Current Contract Expiration Date
[Month Day, Year]

Current Contract Maximum Amount

Initial Term
State Fiscal Year Initial Term: 20XX: $0

Extension Terms
State Fiscal Year 1: 20xx: $0.00
State Fiscal Year 2: 20xx: $0.00
State Fiscal Year 3: 20xx: $0.00
State Fiscal Year 4: 20xx: $0.00

Total for All State Fiscal Years: $0.00

1. OPTIONS:

Option to extend for an Extension Term
Option to change the quantity of Goods under the Contract
Option to change the quantity of Services under the Contract
Option to modify Contract rates
Option to initiate next phase of the Contract

2. Required Provisions:

A. For use with Option 1(A)

In accordance with Section(s) [section Number] of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning [Insert Start Date] and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. For use with Options 1(B and C)

In accordance with Section(s) [Section Number]of the Original Contract referenced above, the State hereby exercises its option to [Increase/Decrease] the quantity of the [Goods/Services or Both] at the rates stated in the Original Contract, as amended.

C. For use with Option 1(D)

In accordance with Section(s) [Section Number] of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in [Exhibit/Section Specifying Rates] [Number/Letter]. 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. For use with Option 1(E)

In accordance with Section(s) [Section Number] of the Original Contract referenced above, the State hereby exercises its option to initiate Phase [Indicate which phase, 2, 3, 4 etc.], which shall begin on [Insert Start Date] and end on [Insert End Date] at the cost/price specified in Section [Section Number for .

E. For use with all Options that modify the Contract Maximum Amount

The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. **Option Effective Date:**

The effective date of this Option Letter is upon approval of the State Controller or [Month Day, Year], whichever is later.

State of Colorado Jared S. Polis, Governor [INSERT: Name of Agency or IHE]	**State Controller** **Robert Jaros, CPA, MBA, JD**
______________________________ By: [Name & Title of Person Signing for Agency or IHE]	______________________________ By: [Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval]
Date: ________________________	Option Effective Date: __________________

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