DEPARTMENT OR AGENCY NAME COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FHLA-CCPD

DEPARTMENT OR AGENCY NUMBER FAAA

CONTRACT AMENDMENT ROUTING NUMBER 18 FHLA 95988

To Original Contract Routing Number 16 FHLA 76137

CONTRACT AMENDMENT #2

This Interagency Agreement Amendment is made this <u>15th</u> day of <u>May</u>, <u>2017</u>, by and between the State of Colorado, acting by and through the <u>DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT</u>, whose address or principal place of business is <u>4300 Cherry Creek Drive South</u>, <u>Denver</u>, <u>Colorado 80246</u>, hereinafter referred to as the "State"; and, <u>CITY AND COUNTY OF DENVER</u>, (a <u>political subdivision of the state of Colorado</u>), <u>for the use and benefit of the Department of Environmental Health</u>, whose address or principal place of business is <u>200 West 14th Avenue Denver</u>, <u>Colorado 80204-2732</u>, hereinafter referred to as the "Contractor".

FACTUAL RECITALS

The parties entered into a contract dated <u>April 20, 2015</u>, with contract encumbrance number <u>CT FAAA FHLA</u> <u>2016000000000057</u>, and contract routing number, <u>16 FHLA 76137</u>, hereafter referred to as the "Original Contract", whereby the Contractor was to provide to the State the following:

This project serves to target families in Denver's low-income neighborhoods that are disproportionately affected by resource-poor environments and negative health outcomes.

Changes were required to extend for an additional term and to reflect changes to the Additional Provisions.

The State promises to pay the Contractor the sum of <u>Two Hundred Twenty Nine Thousand Nine Hundred Ninety Nine Dollars and 82/100</u>, (\$229,999.82) for the renewal term of 1 year, ending on June 30, 2018, in exchange for the promise of the Contractor to perform the specifications to the work described herein.

NOW THEREFORE, in consideration of their mutual promises to each other, stated below, the parties hereto agree as follows:

- 1. Consideration for this Contract Amendment to the Original Contract consists of the payments and services that shall be made pursuant to this Contract Amendment, and promises and agreements herein set forth.
- 2. It is expressly agreed to by the parties that this Contract Amendment is supplemental to the Original Contract, contract routing number 16 FHLA 76137, as amended by Amendment #1, contract routing number 17 FHLA 86980, collectively referred to herein as the Original Contract, which is by this reference incorporated herein. All terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Contract Amendment as though they were expressly rewritten, incorporated, and included herein.
- 3. It is expressly agreed to by the parties that the Original Contract is and shall be modified, altered, and changed in the following respects only:
 - A. This Contract Amendment is issued pursuant to paragraph <u>5</u> of the Original Contract. The revised **Additional Provisions** of the Original Contract, are incorporated herein by this reference and identified as **Exhibit F.**

Modified Provisions:

- 1. The following **provisions** are hereby **added**:
 - a. Provision of Lawful Presence in Section 13, Page 2, of the Additional Provisions.
 - b. Provision for Media Disclaimer in Section 14, Page 2, of the Additional Provisions.
- B. The **period of performance** of the **current** term is hereby **extended** by **Twelve** (12) **months**, changing the current ending date from **June 30, 2017 to June 30, 2018**. The revised **period of performance** is **July 1, 2015** through and including **June 30, 2018**.
 - This Contract Amendment is for the renewal term of <u>July 1, 2017</u>, through and including <u>June 30, 2018</u>. The maximum amount payable by the State for the work to be performed by the Contractor during this renewal term is <u>Two Hundred Twenty Nine Thousand Nine Hundred Ninety Nine Dollars and 82/100</u>, (\$229,999.82) for an amended total contract financial obligation of the State of <u>Six Hundred Fifty Nine Thousand Nine Hundred Ninety Nine Dollars and 82/100</u>, (\$659,999.82).
 - a. For this renewal term the **maximum amount payable** attributable to a State of Colorado funding source is **Two Hundred Twenty Nine Thousand Nine Hundred Ninety Nine Dollars and 82/100**, (\$229,999.82), and the amended total contract financial obligation attributable to a State of Colorado funding source is **Six Hundred Fifty Nine Thousand Nine Hundred Ninety Nine Dollars and 82/100**, (\$659,999.82).

The modified specifications to the original **Statement of Work** and **Budget** are incorporated herein by this reference and identified as "**Exhibit G**", **Exhibit H**".

The Original Contract is modified accordingly. All other terms and conditions of the Original Contract are reaffirmed.

- 4. The Effective Date of this Contract Amendment is <u>July 1, 2017</u>, or upon approval of the State Controller, or an authorized delegate thereof, whichever is later.
- 5. Except for the General Provisions and Special Provisions of the Original Contract, in the event of any conflict, inconsistency, variance, or contradiction between the terms and provisions of this Contract Amendment and any of the terms and provisions of the Original Contract, the terms and provisions of this Contract Amendment shall in all respects supersede, govern, and control. The Special Provisions shall always control over other provisions of the Original Contract or any subsequent amendments thereto. The representations in the Special Provisions to the Original Contract concerning the absence of personal interest of state of Colorado employees are presently reaffirmed.
- 6. 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.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT AMENDMENT

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

CONTRACTOR STATE OF COLORADO CITY AND COUNTY OF DENVER John W. Hickenlooper, Governor for the use and benefit of the Department of Environmental Health Colorado Department of Public Health and (a political subdivision of the state of Colorado) **Environment** Larry Wolk, MD, MSPH, Executive Director and Chief Medical Officer Print Name of Authorized Individual By: Print Title of Authorized Individual Lisa McGovern Purchasing and Contracting Section Director, CDPHE Signature of Authorized Individual Date Date PROGRAM APPROVAL LEGAL REVIEW Colorado Department of Public Health and Environment Cynthia H. Coffman, Attorney General Signature of Authorized CDPHE Program Approver Signature – Senior Assistant Attorney General Date Date In accordance with §24-30-202 C.R.S., this Contract Amendment is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD CDPHE Agency Delegate

Effective Date:

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ADDITIONAL PROVISIONS

To Original Contract Routing Number 16 FHLA 76137 Contract Amendment #2 Routing Number 18 FHLA 95988

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

- 1. This Contract contains state funds.
- 2. To receive compensation under the Contract, the Contractor shall submit a signed Monthly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website http://www.colorado.gov/cs/Satellite/CDPHE-Main/CBON/1251622941228 and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five** (45) calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget.

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to the assigned CCPD Program Contract Coordinator.

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

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

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

- 3. Time Limit For Acceptance Of Deliverables.
 - a. <u>Evaluation Period</u>. The State shall have **thirty** (**30**) calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
 - b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **thirty** (30) calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
 - c. <u>Time to Correct Defect</u>. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **thirty (30)** calendar days, to correct the noted deficiencies.
- 4. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

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

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

- 6. If Contractor indicates full expenditure of funds under this Contract by February 28 of each grant year and the full expenditure does not occur, CDPHE has the option to reduce current or upcoming Contract by said amount or a percent deemed reasonable by CDPHE. CDPHE will notify the Contractor of the potential need to decrease the current or upcoming budget. If the Contractor indicates at a later date than February 28 of each grant year an expectation of surplus of funds or inability to fully expend said funds for unforeseen circumstances that Contractor had not anticipated by February 28, CDPHE will reallocate unspent funds without any penalties to the Contractor.
- 7. Contractor shall request prior approval in writing from CDPHE for all modifications to the Statement of Work or for a cumulative modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs, between budget categories. Budget revisions are also required to incur expenses against a budget category with zero funds budgeted. To open a new budget category line, the Contractor must seek approval from CDPHE prior to incurring expenditures against the new budget line. Any request for modifications to the Budget in excess of twenty-five (25%) percent of the total budget for direct costs or \$250,000.00, whichever is less, shall be submitted to CDPHE at least ninety (90) days prior to the end of the contract period and may require an amendment in accordance with *General Provisions*, Section 16, *Contract Modifications*, of this Contract.
- 8. 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.
- 9. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by the Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Contract, the State shall approve the disposition of all equipment.
- 10. Contractor shall not use funds provided under this Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R.S.) 24-6-301(3.5)(a).
- 11. CDPHE may increase or decrease funds available under this Contract using a Grant Funding Change Letter substantially equivalent to **Attachment F-1**. The Grant Funding Change Letter is not valid until it has been approved by the State Controller or designee.
- 12. CDPHE may require continued performance for a period of up to two (2) years at the same rates and same terms specified in the Contract. If CDPHE exercises this option, it will provide written notice to Contractor at least thirty (30) days prior to the end of the current Contract term in a form substantially equivalent to **Attachment F-2**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original Contract. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed three (3) years.
- 13. Contractors that provide direct services of benefit to individuals 18 years of age or older shall ensure they only provide services to individuals lawfully present in Colorado. Contractor shall maintain documentation demonstrating the individual's establishment of lawful presence, which shall include documentation of an appropriate identification document and an affidavit as required by section 24-76.5-103, C.R.S.
- 14. Publications, presentations, or public events resulting from Amendment 35 CCPD Grants Program funding must include the following acknowledgment of grant support and a disclaimer.

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

Attachment F-		
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GRANT FUNDING CHANGE LETTER

Date:	State	e Fiscal Year:	Grant Funding Chang	ge CMS Rout	ing #	
			Letter (GFCL) #		cumbrance #	
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ontract modification funds for the per Section is dentified as Rev Complete the table	on numberiod s hereb vised E below; in	<pre>cer and routing numbe</pre>	dingly. The revised Budget attached; delete sentence if no bu	creased by \$ cumulative total> for is incorporated udget included.)	amount of change to or the following rea herein by this refer	son: ence and
Contract.						
		CMS Routing	SUMMARY OF CHA Funding Source			Period
Document T		#	(federal, state, other)	Period	Dollar Amount	Total
Original Contra	act				\$:
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			Contract Cumulati		\$	
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Depart		of Public Health ar		Colorado De _l	Environment	earur and
-	tment o	of Public Health ar	nd Environment		Environment	
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Ву:	tment o	of Public Health an	nd Environment By:	INSERT-N	Environment ame of Authorized Indi	vidual
By:Purcha	sing and	Lisa McGovern I Contracting Section Date	Director, CDPHE Contract is not valid until signed delegate. STATE CONTROLI	INSERT-N INSERT-Offic and dated below by	Environment ame of Authorized Indi ial Title of Authorized	vidual Individual
By:Purcha	sing and	Lisa McGovern d Contracting Section Date 4-30-202 C.R.S., this	Director, CDPHE Contract is not valid until signed delegate.	INSERT-N INSERT-Offic and dated below by LER BA, JD	Environment ame of Authorized Indi ial Title of Authorized Date the State Controller or	vidual Individual

OPTION LETTER

Date:	State Fiscal Year:	Option Letter No.	CMS Routing #
			CORE Encumbrance #

- 1) OPTIONS: Choose all applicable options listed in §1 and in §2 and delete the rest.
 - a. Option to renew only (for an additional term)
 - **b.** Change in the amount of goods within current term
 - c. Change in amount of goods in conjunction with renewal for additional term
 - d. Level of service change within current term
 - e. Level of service change in conjunction with renewal for additional term
 - f. Option to initiate next phase of a contract
- 2) REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:
 - a. <u>For use with Options 1(a-e):</u> In accordance with Section(s) of the Original Contract routing number between the State of Colorado, Insert Name of Department or Higher Ed Institution, and Contractor's Name, the State hereby exercises its option for an additional term beginning Insert start date and ending on Insert ending date at a cost/price specified in Section , AND/OR an increase/decrease in the amount of goods/services at the same rate(s) as specified in Identify the Section, Schedule, Attachment, Exhibit etc.
 - b. For use with Option 1(f), please use the following: In accordance with Section(s) of the Original Contract routing number between the State of Colorado, Insert Name of Department or Higher Ed Institution, and Contractor's Name, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc for the term beginning Insert start date and ending on Insert ending date at the cost/price specified in Section
 - c. <u>For use with all Options 1(a-f):</u> The amount of the current Fiscal Year contract value is increased/decreased by \$ amount of change to a new contract value of Insert New \$ Amt to as consideration for services/goods ordered under the contract for the current fiscal year indicate Fiscal Year. The first sentence in Section is hereby modified accordingly. The total contract value including all previous amendments, option letters, etc. is Insert New \$ Amt.
- Effective Date. The effective date of this Option Letter is upon approval of the State Controller or whichever is later.

STATE OF COLORADO

PROGRAM APPROVAL

John W. Hickenlooper, Governor

Department of Public Health and Environment

Colorado Department of Public Health and Environment

By: By	·:
Lisa McGovern	INSERT-Name of Authorized Individual
Purchasing and Contracting Section Director, CDPHE	INSERT-Official Title of Authorized Individual
Date	Date
In accordance with §24-30-202 C.R.S., this Contract is not valid until signed STATE CONTR	· ·
Robert Jaros, CPA	, MBA, JD
Ву:	
Name of Agency Delegate-Please delete if contr	
Effective Date:	

STATEMENT OF WORK

To Original Contract Routing Number 16 FHLA 76137 Contract Amendment #2 Routing Number 18 FHLA 95988

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

I. Entity Name: City and County of Denver Environmental Health

Term: July 1, 2017–June 30, 2018

II. Project Description: This project serves to target families in Denver's low-income neighborhoods that are disproportionately affected by resource-poor environments and negative health outcomes. The Denver Healthy and Active Communities (DHAC) is aligned with CDPHE's priority of working with local communities to develop policy, strategies and best practices to increase access to physical activity in the built environment to support chronic disease prevention and control.

III. Definitions:

- 1. Active Living Plan: A plan that identifies the opportunities and gaps in built environment infrastructure and policies that affects active living choices.
- 2. ALC: Active Living Coalition
- 3. Built Environment Toolkit: an electronic collection of information (e.g. maps, charts, reports, etc.) that can help decision makers prioritize the built environment for active transportation.
- 4. CALC: Community Active Living Coalition
- 5. CCPD: Cancer, Cardiovascular and Pulmonary Disease Grants Program
- 6. CDPHE: Colorado Department of Public Health and Environment
- 7. Communications and Engagement Plan: the plan to increase active transportation messaging and encouragement at schools and recreation centers.
- 8. DHAC: Denver Healthy and Active Communities
- 9. DPS: Denver Public Schools
- 10. Priority Council Districts: The ALC priority City and County of Denver council districts are 1, 2, 3, 7, 8, 9, and 11.
- 11. Quarters:
 - Q1 Quarter 1: July 1-September 30
 - Q2 Quarter 2: October 1-December 31
 - O3 Quarter 3: January 1-March 30
 - Q4 Quarter 4: April 1-June 30
- 12. Small projects: Projects completed with community or school assistance, such as wayfinding on school property, benches, bike racks or smaller projects that can be coordinated with Public Works or the Regional Transportation district such as, but not limited to, street marking, benches, and transit stop enclosures
- 13. SRTS: Safe Routes to School
- 14. Sustainability plan: a part of the active living plan and that will include an examination of existing coalitions with which the CALC can be a part, supporting community applications for funding, and creating a reference list of policies, people, and organizations that will continue to work on policy and infrastructure changes.

IV. Work Plan:

Goal #1: Improve access to physical activity through built environment policies and infrastructure enhancements to reduce chronic disease and improve health equity in Denver.

Objective #1: No later than the expiration date of this contract, develop regional, county or municipal policies that lead to the development of enhanced access to walking, biking and other physical activity.

action of children actions to thanking, child and chief physical activity.			
Primary Activity #1	The Contractor shall continue to convene the ALC and the CALC.		
Sub-Activities #1	 The Contractor shall continue to maintain a database of coalition members. The Contractor shall continue to ensure that the ALC and CALC recruit additional members to ensure the community is represented by minorities, youth, and those that live in the priority council districts. The Contractor shall continue to maintain the organizational document for the ALC and CALC. The Contractor shall ensure that the ALC and CALC conduct a minimum of four (4) 		

	 coalition meetings, and a minimum of four (4) workgroup meetings. 5. The Contractor shall review outcomes from the prior coalition capacity assessments and shall provide coalition capacity building activities including equity training for decision makers, and continued training related to the relationship between the built environment and health for new CALC members. 6. The Contractor shall administer additional end-of-grant coalition capacity assessments in Spring 2018. 7. The Contractor shall support projects and grants by offering technical assistance, data, outreach support, or other resources as needed; thereby, increasing the capacity of coalition members and collaborators s to improve built environment equity.
Primary Activity #2	The Contractor shall implement and refine an Active Living Plan that recommends improvements in built environment policies and infrastructure based on documented resources and gaps from the needs assessment.
Sub-Activities #2	 The Contractor shall continue to promote the incorporation of Active Living Plan recommendations into city plans, policies, and built environment projects. The Contractor shall ensure that the CALC continues to work with the SRTS coalition and DPS to implement the four (4) travel plans completed in Year 2 and create new plans at a minimum of five (5) schools to encourage active transportation. The Contractor shall identify a minimum of two (2) distinct stakeholder to train stakeholders on the Built Environment Toolkit. Stakeholders will be identified by their capacity to create and inform active living related projects, plans, and policies. The Contractor shall document implementation successes and barriers to implementation of the Active Living Plan including plans, policies, and physical environments that included recommendations and data from the Built Environment Toolkit. The Contractor shall create a sustainability plan (within the Active Living Plan) for the ALC.
Primary Activity #3	The Contractor shall continue to implement the Communications and Engagement Plan to provide evidence-based activities, events and/or utilize educational messaging campaign materials to promote physical activity and active transportation.
Sub-Activities #3	 The Contractor shall implement and refine the strategies and activities in the Communications and Engagement Plan. The Contractor shall implement and refine educational activities beyond messaging/marketing that can be used for engagement. The Contractor shall incorporate the Built Environment Toolkit as part of the Communications and Engagement Plan implementation. The Contractor shall continue to refine communication materials including Facebook content, newsletter, and printed flyers. The Contract shall continue to work with the CALC and SRTS to implement the Communication and Engagement Plan at recreation centers and schools that were assessed in Year 1 and/or received a travel plan in Year 2. The Contractor shall oversee implementation of a minimum of three (3) small projects, the creation of messaging materials, and infrastructure assessments.
Standards and Requirements	 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. The Contractor shall submit data as required by Kaiser Permanente Institute for Health Research, the CCPD evaluation contractor, to include: semi-annual reports; annual evaluation reports; and other evaluation monitoring and data submissions as determined by the evaluation contractor and CCPD in alignment with the CDPHE-approved evaluation plan that follows the CCPD Strategy Requirements and Reporting Metrics document. These documents are incorporated and made part of this contract by reference and available on the following website: Three (3) year grantees shall use:

	https://www.colorado.gov/pacific/sites/default/files/DC_A35-CCP	D Strategy			
	 Specifications-and-Metrics.pdf. The Contractor shall plan and budget for appropriate representatives to attend a minimum of one (1) in-person CCPD Grantee Meeting, date(s) and location to be determined. The Contractor shall participate in conference calls with CDPHE staff as needed, including a minimum of one (1) per quarter. The Contractor shall provide CDPHE, upon request, written procedures related to gift card purchase and handling. At a minimum, the procedures must include the following: a. How the gift card inventory is tracked and maintained; b. Gift Card storage and safeguards against theft; c. The primary person responsible for securing and distributing gift cards; d. A gift card distribution log that records each gift card number, dollar amount and the printed name and signature of each gift card recipient. The Contractor shall participate in quarterly CCPD Built Environment peer learning calls. The Contractor shall complete the final progress report as a non-reimbursable deliverable. 				
Expected Results of Activity(s)	Increase the availability of safe routes to family-oriented community destischools and recreation centers.	inations, specifically,			
Measurement of Expected Results	Data and measurements collected by Kaiser Permanente Institute of Healt CDPHE-approved evaluation plan.	h Research per the			
		Completion Date			
	The Contractor shall submit electronically to the CCPD Program Contract Coordinator: a CDPHE approved Progress Report to include quarterly reports and an annual report. The Contractor shall submit electronically to the CCPD Program Contract Coordinator: evidence of the ALC and workgroup activities and meetings, including agendas and attendance sheets, as well as	No later than 15 days following the end of Q1, Q2, Q3, Q4. No later than 15 days following the end of Q1, Q2, Q3.			
	coalition numbers and messaging development. 3. The Contractor shall submit electronically to the CCPD Program Contract Coordinator: documentation of the small project implementation process including the criteria, the process for selection and funding amount.	Final report due no later than June 30, 2018. No later than 15 days following Q2. Final report due no later than June 30, 2018.			
Deliverables	The Contractor shall submit to the CCPD Program Contract Coordinator: an electronic version a travel plan that has been completed.	No later than 15 days following Q2.			
	5. The Contractor shall submit to the CCPD Program Contract Coordinator: evidence of the communication plan implementation including results and findings.	No later than June 30,2018.			
	6. The Contractor shall submit to the CCPD Program Contract Coordinator: evidence of the built environment toolkit implementation.	No later than June 30,2018.			
	7. The Contractor shall submit electronically to the CCPD Program Contractor Coordinator: the final report on small project implementation projects completed.	No later than June 30,2018.			
	8. The Contractor shall submit electronically to the CCPD Program Contractor Coordinator: the final Active Living Plan that includes updates on plans, policies, and project informed by the ALC as well as gaps and opportunities in built environment infrastructure and policy, and a sustainability plan for the coalition.	No later than June 30,2018.			

9. The Contractor shall submit electronically to the CCPD Contracts	No later than June
Coordinator: a final evaluation report.	30, 2018.

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CCPD Program Contract Coordinator. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include 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 time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the contract monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

Page 4 of 4



PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM Contract Routing # 18 FHLA 95988

Contractor Name	City and County of Denver Department of Environmental Health	
Budget Period	7/1/2017-6/30/2018	
Project Name Denver Safe and Active Communities		

Program Contact Name, Title, Phone and Email	Michele Shimomura, Planning and Assessment Section Manager, 720-865-5375, Michele.Shimomura@denvergo v.org			
Fiscal Contact Name, Title, Phone and Email	Janel Wilkerson, Senior Accountant, 720-913-5122 , Janel.Wilkerson@denvergov.org			
CT FAAA FHLA 20160000000000000057				

	Expenditure C	ategories				
Personal Services Salaried Employees						
Position Title	Description of Work	Budget Item Supports SOW (Yes/No)	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Active Living Coordinator,	Work with the CCPD external evaluator (approximately \$15,275.10 of salary). Facilitates the Active Living Coalition, engages community organizations and residents. Program administrator will manage all aspects of the DHAC project, including ensuring that all components of the project are occurring in the correct time frame and within budget. This individual will monitor the completion of grant objectives and deliverables, subcontractors, programmatic activities and processes, and will resolve issues or problems. The program administrator will coordinate other bicycle, pedestrian and active transportation organizations, and Denver Public Health's youth engagement team. The program administrator will be highly involved in the Community Active Living Coalition.	Ves	\$58,637.40	\$17,591.22	100%	έ 7 ε 228 ε2
Program Administrator	evaluation (\$15,245.72) Personal Services	Yes	\$58,637.40	\$17,591.22	100%	\$76,228.62
	Hourly Employees					
Position Title	Description of Work	Budget Item Supports SOW (Yes/No)	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Evaluation	Evaluation is a requirement of the RFA. A breakout of the components of evaluation activities are listed below. This budget request is not duplicated in any of the other budget line items and will, in effect, increase the salary and/or contractual agreements (the "Total Amount Requested from CDPHE") by this amount. Budget item is based on ~10% of Total Direct Costs. Additional evaluation is included in the contracts with WalkDenver (\$3000) and Denver Public Health (\$2000). Approximately, 20% of the Program Administrators and 30% the Program Coordinator's time will be for evaluation (\$15,245.72 and \$5,520.00, respectively). (\$3000+\$2000+\$15,245.72+\$5520 = \$25,765.72)	Yes				\$0.00

PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM Contract Routing # 18 FHLA 95988

Contractor Name	· · · · · · · · · · · · · · · · · · ·		Program Cor Title, Phone		Michele Shimomura, Planning and Assessment Section Manager, 720-865-5375, Michele.Shimomura@denverg v.org	
Budget Period	7/1/2017-6/30/2018			Accountant,		lkerson, Senior t, 720-913-5122 , on@denvergov.org
Project Name	Denver Safe and Active Communities	CT FAAA FHLA 20		FAAA FHLA 20	160000000000	0000057
	The Program Coordinator will take the lead on developing CommuteDPS Transportation Plan with Denver Public Schools and the final Active Living Plan. This position will primarily assist with SOW Primary Activities #3, 4 and 5. The Program Coordinator position is a part-time position at \$24/hr. with 15% fringe rate (\$3.60/hr.). The Coordinator					
	will work an average of 19-20 hrs./wk for an annual total of 1,000 hours. 1000hrs * \$27.60/hr. = \$27,600.00.					
	Approximately 20% of the time will be on evaluation			_		
Program Coordinator	(\$5,520.00).	Yes	\$24.00	\$3.60 Total Perso	1000 nal Services	\$27,600.00
			(in	cluding frin	ge benefits)	\$103,828.62
	Supplies & Operating Expe	enses				
			Budget Item Supports SOW			Total Amount Requested from
Item	Description of Item		(Yes/No)	Rate	Quantity	CDPHE
Coalition materials	Printing for large plastic signs to indicate bicycle/pedestrian v \$20 * 30 signs = \$600 Window decals to designation the location as Active transpor * 75 signs = \$750 Printing (color) brochures, pamphlets, hand outs: \$0.65/page \$325	tation friendly: \$10			1 tal Supplies	\$2,500.00
	Travel			& Operatir	ng Expenses	\$2,500.00
Item	Description of Item		Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested from CDPHE
	The IRS mileage reimbursement rate per mile for 2017					
Mileage	Average, one way trip length in Denver is approximately 4 mi \$0.535/mile for project administrator and project coordinato	•	Vec	\$0.535	700	¢274 F0
Conference registration	In-state conference. (Three nights hotel = \$200/night * 3 night		Yes	555.05	700	\$374.50
fees and travel to conference	Mileage: 200 miles *\$0.54/mile = \$108; \$200 registration)= 90	08. The in state	Voc	\$908.00	1	\$009.00
comerence	conference will support all of the SOW Primary Activities. To travel to the local CCPD conference. One night hotel roon included. (1 night hotel = \$200/night = \$200; Mileage: 150 * \$280.25. The mileage and hotel are dependent on the location.	\$0.535 = \$80.25) =	Yes	\$908.00	1	\$908.00
CCPD Grantee meeting	the meeting.		Yes	\$280.25	1	\$280.25
Total Travel					\$1,562.75	
	Contractual					
Subcontractor Name	Description of Item		Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested from CDPHE
	Data analysis, report editing and review, assistance with mes					
	development and stakeholder outreach. WalkDenver was an collaborator in years one and two of the grant an has significated by the collaborator in years one and two of the grant and the collaborator in years one and two of the grant and the collaborator in years one and two of the grant and the collaborator in years one and two of the grant and the collaborator in years one and two of the grant and the collaborator in years one and two of the grant and the collaborator in years one and two of the grant and the collaborator in years one and two of the grant and the collaborator in years one and two of the grant and the collaborator in years one and two of the grant and the collaborator in years one and two of the grant and the collaborator in years one and two of the grant and the collaborator in years one and two of the grant and the collaborator in years one and two of the grant and the collaborator in years one and two of the grant and the collaborator in years one and two of the grant and the collaborator in years one and two of the grant and the collaborator in years one and two of the grant and the collaborator in years of the grant and the grant					
1	Journal of the State of the Brank all has Significan	and experience	1	\$9,700.00		\$9,700.00

PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM Contract Routing # 18 FHLA 95988

Contractor Name	City and County of Denver Department of Environmental Health
Budget Period	7/1/2017-6/30/2018
Project Name	Denver Safe and Active Communities

Program Contact Name, Title, Phone and Email	Michele Shimomura, Planning and Assessment Section Manager, 720-865-5375, Michele.Shimomura@denvergo v.org		
Fiscal Contact Name, Title, Phone and Email	Janel Wilkerson, Senior Accountant, 720-913-5122 , Janel.Wilkerson@denvergov.org		
CT FAAA FHLA 20160000000000000057			

	Munect				Total Amount Requested from
	Indirect	S	UB-TOTAL BEFOR	E INDIRECT	\$202,393.37
			Total C	ontractual	\$94,502.00
Small Projects Sub- Contractor	Primary Activities #2 and 4. Project will be small-scale infrastructure projects and may include, but not limited to, transit enclosures, benches, paint, signage, and bicycle racks. There is the potential that small project would require hiring a contractor to perform the work. For example, installing a bench may require a concrete pad to be poured prior to installation.	Yes	\$10.502.00	1	\$10,502.00
	The vendor(s) have not yet been selected. Small projects based on priorities identified in year 1 and 2 will be developed in collaboration with the community to promote active living and improve infrastructure. Projects based on SOW				
IT support Sub-Contractor	The vendor(s) have not yet been selected. This vendor may create a regional GIS -based assessment tool for active transportation environments. Rate estimated at \$70/hr. for 40 hours.	Yes	\$1,600.00	1	\$1,600.00
Communications Sub-	The vendor(s) has not yet been selected. Sub-contractor will assist with messaging related to the development or refinement of materials, rate estimated at \$70/hr. for 10 hours.	Yes	\$72,000.00	1	\$72,000.00
Denver Public Health	Staff 0.5 FTE youth advisor, 0.5 FTE adult youth supervisor, provide mileage to and from meetings and activities, provide Community Active Living Coalition food and beverages. Denver Public Health is an important stakeholder and leads the youth section of the Community Active Living Coalition.	Yes	\$72,000.00	1	\$72,000.0

Contract Control Number:	
IN WITNESS WHEREOF, the partie Denver, Colorado as of	es have set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER
ATTEST:	By
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED
By	By
	By



Contract Control Number:

By: _	
Name:	(please print)
Title:	
	(picuse print)
ATTE	ST: [if required]
By:	
Name:	(please print)
Title:	(please print)

