
INTERGOVERNMENT CONTRACT WITH THE CITY AND COUNTY OF DENVER

STATE:
State of Colorado for the use & benefit of the
Department of Public Health and Environment
Prevention Services Division - Tobacco
4300 Cherry Creek Drive South
Denver, CO 80246

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

CONTRACT MADE DATE: 4/7/2023

CONTRACTOR UEI: NHCESD6KEFH1
CONTRACTOR ENTITY TYPE: Political Subdivision

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

BILLING STATEMENTS RECEIVED: Monthly

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

PROCUREMENT METHOD:
Exempt

CLASSIFICATION:
Subrecipient

CONTRACT PRICE NOT TO EXCEED: \$633,209.00

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

FEDERAL FUNDING \$0.00

DOLLARS:

STATE FUNDING DOLLARS: \$633,209.00

OTHER FUNDING DOLLARS: \$0.00

LAW SPECIFIED VENDOR STATUTE:
N/A

Specify "Other":

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY24: \$633,209.00

STATE REPRESENTATIVE:
Natalya Verscheure
Branch Manager
Prevention Services Division, Health Promotion and Chronic
Disease Prevention
State of Colorado for the use and benefit of
the Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246
Natalya.verscheure@state.co.us

PRICE STRUCTURE:
Cost Reimbursement

CONTRACTOR REPRESENTATIVE:
Ted Montoya
Program Supervisor
City and County of Denver/DDPHE
201 W Colfax Avenue
Denver, CO 80202
Teddy.montoya@denvergov.org

PROJECT DESCRIPTION:
This public health project serves to reduce the burden of tobacco use as well as prevent the initiation of tobacco use among
Coloradans.

EXHIBITS:

The following exhibits are hereby incorporated:

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

COORDINATION:

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

APPROVAL:

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

PROCUREMENT:

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

PRICE PROVISIONS:

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

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

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

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

GENERAL PROVISIONS

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

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

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

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

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

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

If any material is produced under this Contract and the parties hereto mutually agreed that said material could be copyrighted by Contractor or a third party, then the State, and any applicable federal funding entity, shall, without additional cost, have a paid in full, irrevocable, royalty free,

and non-exclusive license to reproduce, publish, or otherwise use, and authorize others to use, the copyrightable material for any purpose authorized by the Copyright Law of the United States as now or hereafter enacted. Upon the written request of the State, the Contractor shall provide the State with three (3) copies of all such copyrightable material.

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

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

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

The Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with this contract. Except as provided by law, no information in possession of the Contractor about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, guardian, or the State. The Contractor shall have written

policies governing access to, duplication and dissemination of, all such information and advise its agents, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its agents, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.

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

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

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

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

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

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

Further, the Contractor, and its subcontractors or subgrantees, shall maintain a written code of standards governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of the Contractor, subcontractor, or subgrantee shall participate in the selection, or in the award or administration of a contract or subcontract supported

by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

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

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

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

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

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

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

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

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

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

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

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

19. Remedies: In addition to any other remedies provided for in this contract, and without limiting its remedies otherwise available at law, the State may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligations in this contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect or improper performance, activities, or inaction by the Contractor. Without limitation, these remedial actions include:
- a. withhold payment to Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
 - b. require the vendor to take necessary action to ensure that the future performance conforms to contract requirements; and/or
 - c. request the removal from work on the contract of employees or agents of Contractor whom the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the contract the State deems to be contrary to the public interest or not in the best interest of the State; and/or
 - d. deny payment for those services or obligations which have not been performed and which due to circumstances caused by Contractor cannot be performed, or if performed would be of no value to the State; denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or
 - e. suspend Contractor's performance pending necessary corrective action as specified by the State without Contractor's entitlement to adjustment in price/cost or schedule; and/or

- f. modify or recover payments (from payments under this contract or other contracts between the State and the vendor as a debt due to the State) to correct an error due to omission, error, fraud and/or defalcation; and/or
- g. terminate the contract.

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

20. Termination.

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

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

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

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

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

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

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

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

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

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

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

23. Understanding of the Parties.

- a. Complete Integration. This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.
- b. Severability. To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

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

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

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

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

- g. Force Majeure. Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by “force majeure.” As used in this contract “force majeure” means acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods, epidemics; quarantine restrictions, strikes or other labor disputes; freight embargoes; or unusually severe weather.

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

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

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

- a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
- b. the "Hatch Act" (5 U.S.C. 1501-1508) and Public Law 95-454, Section 4728
- c. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
- d. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States");
- e. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
- f. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
- g. if the Contractor is acquiring an interest in real property and displacing households or businesses in the performance of this Contract, then the Contractor is in compliance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act", as amended, (Public Law 91-646, as amended, and Public Law 100-17, 101 Stat. 246 - 256);
- h. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);

- i. Section 2101 of the Federal Acquisition Streamlining Act of 1994, Public Law 103-355; and
- j. If the Contractor is a covered entity under the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d – 1320d-8, the Contractor shall comply with applicable HIPAA requirements. **If Contractor is a business associate under HIPAA, Contractor hereby agrees to, and has an affirmative duty to, execute the State’s current HIPAA Business Associate Agreement. In this case, Contractor must contact the State’s representative and request a copy of the Business Associate Agreement, complete the agreement, have it signed by an authorized representative of the Contractor, and deliver it to the State.**
- k. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
- l. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
- m. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.3(b), in accordance with Executive Order 11246, “Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- n. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- o. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- p. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- q. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.

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

- a. the Contractor is in compliance with the requirements of the “Drug-Free Workplace Act” (Public Law 100-690 Title V, Subtitle D, 41 U.S.C. 701 et seq.);
- b. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
- c. the Contractor shall comply with all applicable regulations pursuant to Section 319 of Public Law 101-121, Guidance for New Restrictions on Lobbying, including, Certification and Disclosure, 29 C.F.R. 93.110(1990) and where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

26. Annual Audits. If the Contractor expends federal funds from all sources (direct or from pass-through entities) in an amount of \$750,000 or more during its fiscal year, then the Contractor shall have an audit of that fiscal year in accordance with Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). If the Contractor expends federal funds received from the State in an amount of \$750,000 or more during its fiscal year, then

the Contractor shall furnish one (1) copy of the audit report(s) to the State's Internal Audit Office within thirty (30) calendar days after the Contractor's receipt of its auditor's report or nine (9) months after the end of the Contractor's audit period, whichever is earlier. If (an) instance(s) of noncompliance with federal laws and regulations occurs, then the Contractor shall take all appropriate corrective action(s) within six (6) months of the issuance of (a) report(s).

27. **Holdover.** In the event that the State desires to continue the services provided for in this Contract and a replacement contract has not been fully executed by the expiration date of the Contract, this Contract may be extended unilaterally by the State for a period of up to two (2) months upon written notice to the Contractor under the same terms and conditions of the original Contract including, but not limited to, prices, rates, and service delivery requirements. However, this extension terminates when the replacement contract becomes effective when signed by the State Controller or an authorized delegate.
28. The City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of the City.
29. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is \$100,000 or higher]*

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

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress. Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

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

[Not applicable if Contract Funds include any federal funds]

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

Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this provision shall constitute a material breach of this Contract.

COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

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

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

SIGNATURE PAGE

Contract Routing Number: 2024*0186

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p align="center">CONTRACTOR City and County of Denver Denver Department of Public Health and Environment</p> <p align="center">(See incorporated Supplemental Signature Page)</p> <hr/> <p align="center">By: Signature</p> <hr/> <p align="center">Name of Person Signing for Contractor</p> <hr/> <p align="center">Title of Person Signing for Contractor</p> <hr/> <p>Date: _____</p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p align="center">By: Signature</p> <hr/> <p align="center">Name of Executive Director Delegate</p> <hr/> <p align="center">Title of Executive Director Delegate</p> <hr/> <p>Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of Controller Delegate

Title of State Controller Delegate

Contract Effective Date: _____

-- Signature Page End --

**ADDITIONAL PROVISIONS
To Original Contract Number 2024*0186**

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

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

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

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

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

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

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

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

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

4. The State, at its discretion, shall have the option to extend the term under this Contract beyond the Initial Term for a period or for successive periods, of 1 year at the same rates and under the same terms specified in the Contract. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit D**. If exercised, the provisions of the Option Letter shall become

part of and be incorporated in the original contract. The total duration of this contract shall not exceed 5 years.

5. The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Contract, and modify the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit D**. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Contract.
6. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and will require a modification in accordance with General Provisions, Section 16, Contract Modifications of this Contract.
7. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Contract, the State shall approve the disposition of all equipment.
8. Contractor shall not use State funds provided under this Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R. S.) 24-6-301(3.5)(a).
9. All data collected, used or acquired shall be used solely for the purposes of this Contract. The Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known any such data to unauthorized persons without the express prior written consent of the State or as otherwise required by law. This includes a prior written request by the Contractor to the State for submission of abstracts or reports to conferences, which utilize data collected under this Contract.

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

10. If Contractor indicates full expenditure of funds under this Contract by **March 31st** 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 **March 31st** 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 **March 31st**, CDPHE will reallocate unspent funds without any penalties to the Contractor.

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

11. Funds provided under this Contract may not be used to: supplant funding for any existing programs/models; develop new cessation programs/models; develop curricula for youth or adults not reviewed and approved by the State; pay for individual cessation aids or nicotine replacement therapy; fund capital improvements; or fund costs of enforcement of state or local laws and ordinances unless approved by CDPHE.

12. Contractor affirms that it maintains no affiliations or contractual relationships, direct or indirect, with tobacco companies, owners, affiliate, subsidiaries, holding companies or companies involved in any way in the production, processing, distribution, promotion, sales, or use of tobacco.
13. Publications, presentations, or public events resulting from Amendment 35 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 CT FHLA 2024*0186

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

I. Entity Name: Denver Department of Public Health and Environment

II. Project Description: This public health project serves to reduce the burden of tobacco use as well as prevent the initiation of tobacco use among Coloradans. In Colorado, tobacco use is the single most preventable cause of death as well as disease, accounting for more than 5,100 deaths each year. In addition, it costs the state more than \$1.8 billion in health care expenditures as well as 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 use among populations that have not equitably benefited from commercial tobacco 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 control programming to benefit communities in the Contractor's catchment area.

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

The goal of this health project is to promote community-based commercial tobacco 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 that supports funding for community-based and statewide tobacco education programs designed to reduce initiation of tobacco use by youth, promote cessation of tobacco use among youth, as well as reduce exposure to secondhand smoke as well as vapor.

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 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 by tobacco 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 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 use/prevalence 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 smoking
- 16. **Second Chance program:** a web-based, interactive, self-directed alternative to a suspension education program for youth who have violated a tobacco policy at school or a tobacco 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. FY24: July 1, 2023 through June 30, 2024
 - b. FY25: July 1, 2024 through June 30, 2025
 - c. FY26: July 1, 2025 through June 30, 2026
- 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. **TFCP:** Tobacco-focused Community Profile
- 23. **Tobacco Grants Program:** STEPP
- 24. **Youth:** individuals between ages 18 to 24 years old
- 25. **Workflow:** a series of tasks – how tasks are accomplished, in what order, and by whom

IV. Work Plan:

Goal #1: Advance health and racial equity by improving the health of all Coloradans, with a specific focus on priority populations, through strategies that focus on health promotion, prevention, as well as access to health care.	
Objective #1: No later than the expiration date of this contract, advance the implementation of evidence-based, culturally responsive, community-oriented tobacco control strategies that align with the 2030 Education, Prevention and Cessation Tobacco Strategic Plan.	
Primary Activity #1	The Contractor shall complete a tobacco-focused community profile (TFCP).
Sub-Activities #1	1. The Contractor shall conduct a community needs/readiness assessment to identify the most appropriate opportunities related to the following:

	<ul style="list-style-type: none"> a. tobacco policy change. b. improving accessibility of tobacco treatment. c. improving utilization of tobacco treatment. d. advancing youth-oriented awareness of the dangers of tobacco products. e. community education. f. reductions in exposure to second-hand smoke as well as vapor.
Primary Activity #2	<p>The Contractor shall, in collaboration with the designated Colorado Department of Public Health and Environment (CDPHE) STEPP Program Officer, draft an implementation plan outlining the following:</p> <ul style="list-style-type: none"> 1. The strategy(ies) in which the project will focus, based on the information in the TFCP. 2. The detailed steps which the Contractor shall take to address the objective of this agreement.
Sub-Activities #2	<ul style="list-style-type: none"> 1. The Contractor shall plan to sign the final implementation plan agreed upon with CDPHE. 2. The Contractor shall update the implementation plan at a minimum annually. 3. The Contractor shall prepare to sign the implementation plan each time the plan changes.
Primary Activity #3	The Contractor shall implement activities listed in the CDPHE-approved annual implementation plan.
Primary Activity #4	The Contractor shall implement capacity-building activities as identified in the CDPHE-provided local public health agency framework.
Primary Activity #5	The Contractor shall facilitate the reduction of tobacco-related health disparities among priority populations in the Contractor’s catchment area.
Sub-Activities #5	<ul style="list-style-type: none"> 1. The Contractor shall build community understanding of the following as tobacco control strategies are introduced at the local level: <ul style="list-style-type: none"> a. tobacco-related health disparities among priority populations b. importance of policies that influence tobacco use.
Primary Activity #6	The Contractor shall implement the tobacco policy change processes designed to reduce prevalence/initiation of tobacco use through the adoption of tobacco policy changes.
Sub-Activities #6	<ul style="list-style-type: none"> 1. The Contractor shall use the CDPHE-provided local public health agency framework. 2. The Contractor shall build community understanding of tobacco policy changes designed to reduce prevalence/initiation of tobacco use. 3. The Contractor shall use the promotion of tobacco-free social norms to prevent tobacco use initiation among youth/young adults through. 4. The Contractor shall promote tobacco treatment as part of tobacco policy change activities.
Primary Activity #7	The Contractor shall implement the tobacco policy change processes designed to reduce exposure to secondhand smoke as well as vapor, through the adoption of tobacco policy changes.

<p>Sub-Activities #7</p>	<ol style="list-style-type: none"> 1. The Contractor shall use the CDPHE-provided local public health agency framework. 2. The Contractor shall build community understanding of tobacco policy changes designed to reduce exposure to secondhand smoke/vapor. 3. The Contractor shall provide education to community members that facilitates the following: <ol style="list-style-type: none"> a. Adoption of place-based smoke/vapor/tobacco-free policies b. Implementation of place-based smoke/vapor/tobacco-free policies c. Equitable enforcement of place-based smoke/vapor/tobacco-free policies d. Promotion of tobacco 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-related organizational policies: <ol style="list-style-type: none"> a. local tobacco ordinances b. local tobacco-related organizational policy
<p>Primary Activity #8</p>	<p>The Contractor shall facilitate access to/uptake of evidence-based tobacco treatment services through the use of culturally-appropriate strategies.</p>
<p>Sub-Activities #8</p>	<ol style="list-style-type: none"> 1. The Contractor shall use the CDPHE-provided local public health agency framework. 2. The Contractor shall promote widespread adoption of tobacco treatment interventions, including environmental approaches, in a variety of clinical/community settings. 3. The Contractor shall provide education/technical assistance to: <ol style="list-style-type: none"> a. maximize opportunities to screen for tobacco use b. link tobacco users to evidence-based tobacco treatment. 4. The Contractor shall implement the reduction of barriers to accessing cessation services by collaborating with clinical/community entities to: <ol style="list-style-type: none"> a. assess the current status of tobacco screening/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: <ol style="list-style-type: none"> i. Colorado QuitLine ii. Medicaid. d. Where applicable, the Contractor shall support the adoption of tobacco-free policies.
<p>Primary Activity #9</p>	<p>The Contractor shall complete all required grant reporting requirements.</p>
<p>Sub-Activities #9</p>	<ol style="list-style-type: none"> 1. The Contractor shall complete quarterly progress reports on a CDPHE-approved Quarterly Progress Report template. 2. The Contractor shall complete annual progress reports on a CDPHE-approved Annual Progress Report template. 3. The Contractor shall complete a final project report on a CDPHE-approved 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 <http://www.tobaccofreeco.org> 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 Centers for Disease Control and Prevention website <https://www.cdc.gov/tobacco/stateandcommunity/guides/pdfs/best-practices-youth-engagement-user-guide.pdf> and made a part of this contract by reference.
4. CDPHE will provide the Contractor with the local public health agency framework at the beginning of each SFY.
5. The Contractor shall plan to prioritize priority populations as defined in the Strategic Plan as well as CDPHE local public health framework in all work to reduce tobacco use in settings to include:
 - a. schools.
 - b. multi-unit housing.
 - c. behavioral health care systems.
 - d. social services settings.
 - e. municipal settings.
 - f. other settings, as identified by community needs.

This information is located on the Tobacco Free Colorado website <https://drive.google.com/file/d/1vBTrhurde7KSkJQYtDAS4YTe1DM-wTQy/view?usp=sharing> and is incorporated and made a part of this contract by reference.

6. The Contractor shall use the Best Practices User Guide, in all efforts to educate the community/policy makers about tobacco control policies which reduce tobacco use, utilize a youth/adult task force model of community mobilization.
7. The Contractor shall obtain approval from CDPHE prior to beginning activities outlined in the implementation plan.
8. CDPHE will review the implementation plan within 21 business days of submission.
9. The Contractor shall prepare to make any necessary modifications to the implementation plan within 30 business days of notification by CDPHE.
10. CDPHE will approve the implementation plan within 21 business days of submission.
11. The Contractor shall plan to work with the following to draft/update the implementation plan:
 - a. CDPHE-approved Technical Assistance provider(s)
 - b. STEPP Project Officer
12. The Contractor shall, based on activities identified in the implementation plan, utilize CDPHE-approved technical assistance providers. This information is incorporated and made part of this contract by reference and is located at the following website: <https://www.tobaccofreeco.org/grantee/grantee-resources/2018-ta-providers-list-2/>
13. The Contractor shall follow best practices using required resources. This information is incorporated and made part of this contract by reference and are located at the following websites:
 - a. CDC's Evidence-Based Guides for States available at the following website: <https://www.cdc.gov/tobacco/stateandcommunity/guides/index.htm>

- b. Best Practices for Comprehensive Tobacco Control Programs at the Local Level (NACCHO), available at the following website:
<https://www.naccho.org/uploads/downloadable-resources/Tobacco-Report-2022.pdf>
 - c. US Public Health Service Clinical Practice Guideline: *Treating Tobacco Use and Dependence - 2008 Update*, available at the following website:
<http://www.ncbi.nlm.nih.gov/books/NBK63952/>
 - d. CDC's Best Practices User Guide: Health Equity in Tobacco Prevention and Control, available at the following website: <https://www.cdc.gov/tobacco/stateandcommunity/best-practices-health-equity/pdfs/bp-health-equity.pdf>
14. The Contractor shall use the following references to assess the tobacco problem in the Contractor's catchment area. This information is incorporated and made part of this contract by reference and are located at the following websites:
- a. The Attitudes and Behaviors Survey (TABS) available on the following website:
<http://www.tobaccofreeco.org>
 - b. Healthy Kids Colorado Survey available on the following website:
<http://www.tobaccofreeco.org>
 - c. CDPHE Tobacco Retailer Access Colorado available on the following website:
<https://trac-cdphe.opendata.arcgis.com/>
 - d. FDA Compliance Check Inspections of Tobacco Product Retailers available on the following website:
https://www.accessdata.fda.gov/scripts/oc/inspections/oc_insp_searching.cfm
 - e. Colorado QuitLine information is available on the following website:
<https://www.coquitline.org/>
 - f. Colorado QuitLine reports are available on the following website:
<http://www.tobaccofreeco.org>
 - g. STEPP Implementation Plan Template is available on the following website:
<http://www.tobaccofreeco.org>
 - h. STEPP Tobacco Focused Community Profile guidance is available on the following website: <http://www.tobaccofreeco.org/>
 - i. Authentic Community Engagement to Advance Equity available on the following website: <https://www.colorado.gov/pacific/sites/default/files/Authentic-Community-Engagement-to-Advance-Equity.pdf>
15. The Contractor shall facilitate the development of Tobacco-free Schools Policies that are consistent with Colorado's Tobacco Free Schools Law (C.R.S. 25.14.103.5). This information is located on Tobacco Free CO website <https://www.tobaccofreeco.org/wp-content/uploads/2018/03/Overview-of-Tobacco-free-Schools-TFS-Law.pdf> and made a part of this contract by reference.
16. The Contractor shall prepare to notify the STEPP Point of Contact within five (5) business days of passage in the Contractor's catchment area of any:
- a. Tobacco control municipal ordinance
 - b. Tobacco-related organizational policy issue
17. The Contractor shall prepare to collaborate with STEPP in determining a local strategy approach to promote environmental change processes to reduce tobacco initiation/use/exposure to secondhand smoke/vapor among the Contractor's most tobacco-burdened populations.
18. The Contractor shall prepare to participate in evaluation activities that include the following:
- a. Evaluation-related TTA as recommended by CDPHE.
 - b. Develop an evaluation plan using the guidance created by the CDPHE Evaluation Contractor.

- c. Coordinate with the CDPHE Evaluation Contractor to provide project information/data.
 - d. Comply with data reporting requirements established by CDPHE's Evaluation Contractor.
 - e. Attend, at a minimum, quarterly meeting with CDPHE's Evaluation Contractor to provide:
 - i. program updates.
 - ii. review evaluation progress.
 - iii. review project successes.
 - iv. review project barriers.
19. The Contractor shall prepare to notify the STEPP Project Officer within 15 business days of updating the evaluation plan.
 20. 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
 - c. Final project report
 21. CDPHE will perform aggregate data through the CDPHE's Evaluation Contractor as part of the macro-evaluation of the Tobacco Grants Program.
 22. CDPHE will provide the Contractor will the following Reporting templates:
 - a. Quarterly Progress Report
 - b. Annual Progress Report
 - c. Final Project Report
 23. The Contractor shall use standardized survey tools to assess the current status of tobacco use screening/intervention and advance tobacco treatment integration in clinical and community settings. This information is incorporated and made part of this contract by reference and is available on the following websites:
 - a. <http://www.tobaccofreeco.org>
 - b. <https://millionhearts.hhs.gov/tools-protocols/action-guides/tobacco-change-package/index.html>
 24. The Contractor shall attend bi-monthly STEPP Update calls.
 25. The Contractor shall attend scheduled Learning Community Calls specific to evidence-based tobacco program interventions in which the Contractor works during the contract period.
 26. 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.
 27. CDPHE will approve media plans within 15 business days of submission.
 28. The Contractor shall use existing, customizable media materials. Media materials are incorporated and made part of this contract by reference and are located on the following website: <https://cdphe.pica9.com/cd/index/home>
 29. The Contractor shall prepare to inform the STEPP Project Officer within 15 business days of hire of any new tobacco program staff.
 30. 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.

	<ol style="list-style-type: none"> 31. The Contractor shall communicate to all new tobacco program staff the requirement to participate in the <i>STEPP New Employee Orientation</i> training within three (3) to six (6) months of hire. This training is incorporated and made part of this contract by reference and is available at the following website: http://www.tobaccofreeco.org 32. The Contractor shall communicate to all new tobacco program staff the requirement to complete <i>Public Health 101</i> training within three (3) months of hire. This training is incorporated and made part of this contract by reference and is available at the following website: http://www.tobaccofreeco.org. 33. The Contractor shall communicate to all new tobacco program staff the requirement to complete tobacco-specific training modules as identified by the STEPP Program Officer. 34. The Contractor shall communicate to all new tobacco program staff the requirement to engaged in Strategy 1.1 of the CDPHE-provided local public health agency framework in addition to complete the <i>Responsible Tobacco Sales</i> module within six (6) months of hire. This module is incorporated and made part of this contract by reference and is available at the following website: https://www.tobaccofreeco.org 35. The Contractor shall plan to participate in a minimum of two (2) STEPP-approved trainings/capacity building opportunities, annually. 36. The Contractor shall obtain from each subcontractor a Memorandum of Understanding/other binding contractual agreement. 37. The Contractor shall, upon request, provide CDPHE with copies of subcontractors' Memoranda of Understanding/other binding contractual agreement within 15 business days of request. 38. 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: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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 39. 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. 40. The Contractor shall, unless otherwise indicated, submit deliverables via email to the STEPP Project Officer at cdphe_stepp_pg@state.co.us
<p>Expected Results of Activity(s)</p>	<ol style="list-style-type: none"> 1. Decrease in tobacco use among priority populations through increased access to culturally-appropriate tobacco treatment services. 2. Decrease in tobacco prevalence/initiation of tobacco use by youth/young adults through increased promotion of tobacco-free social norms such as school-based tobacco-free policies. 3. Decrease in exposure to secondhand smoke/vapor through increase in community/place-based smoke-free/vapor-free policies. 4. Decrease in number of tobacco-related diseases through increased implementation of evidence-based tobacco program interventions.

EXHIBIT B

	<ol style="list-style-type: none"> 5. Documented progress toward primary activities based upon the implementation plan. 6. Documented engagement of clinical/community partners in evidence-based tobacco control efforts. 7. New community policy(ies) leading to the progress of overall programmatic goals identified in objectives above. 8. Decrease in tobacco-use prevalence, especially among priority populations. 9. Increase in use of tobacco treatment, particularly among priority populations. 10. Increase in the number of place-based/school-based tobacco-free policies. 	
<p>Measurement of Expected Results</p>	<ol style="list-style-type: none"> 1. CDPHE received the creation of the Tobacco-Focused Community Profile. 2. CDPHE received the signed implementation plan that identifies strategies in which the Contractor will engage. 3. CDPHE received Quarterly Progress Reports. 4. CDPHE received Annual Reports. 5. CDPHE receives data and measurement reported to the STEPP Evaluation Contractor. 	
		Completion Date
<p>Deliverables</p>	<ol style="list-style-type: none"> 1. The Contractor shall submit a Tobacco-Focused Community Profile. 2. The Contractor shall submit a draft implementation plan. 3. The Contractor shall submit a final signed implementation plan. 4. The Contractor shall submit an updated, signed annual implementation plan. 5. The Contractor shall submit quarterly progress report using the CDPHE-provided reporting tool. 6. The Contractor shall submit an annual report using the CDPHE-provided reporting tool. 7. The Contractor shall submit a final project report using the CDPHE-approved reporting tool. 8. The Contractor shall submit language related to: <ol style="list-style-type: none"> a. local tobacco ordinances b. local tobacco-related organizational policy 	<p>No later than 10/31/2023</p> <p>No later than 11/15/2023</p> <p>No later than 12/15/2023</p> <p>No later than 7/30, annually</p> <p>No later than 10/15, 1/15, and 4/15 annually</p> <p>No later than 6/30, annually</p> <p>No later than the end of the contract period</p> <p>No later than five (5) business days after publication</p>

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 # 2024*0186

Contractor Name	City and County of Denver	Program Contact Name, Title, Phone and Email	Teddy Montoya, Program Supervisor, 720-865-6839 Teddy.Montoya@denvergov.org
Budget Period	07/01/23 - 06/30/24	Fiscal Contact Name, Title, Phone and Email	Reid McClanahan, Senior Accountant, 720 913-8483, Reid.McClanahan@denvergov.org
Project Name	Community Tobacco Initiatives	Contract (CT or PO) Number	CT FHLA 2024*0186

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 Supervisor	The Environmental Public Health Supervisor oversees all grant goals and strategies, including direct supervision of Public Health Specialist and Analysts, oversight of subcontractors, monthly and quarterly reports to CDPHE, budget review, approval of expenditures, preparation of financial reports, and monitoring of spending authority.	\$ 102,600.00	\$ 30,780.00	90.0%	\$ 120,042.00
Environmental Public Health Specialist	The Environmental Public Health Specialist will specialize in multiple goal areas. They will lead activities related to the "North Star"; Advancing Health and Racial Equity for a Stronger Colorado, Goal #2; Protect People and the Environment, and Goal #3 Expand Support for People Quitting Tobacco	\$ 87,251.52	\$ 26,175.46	100.0%	\$ 113,426.98

Environmental Public Health Analyst Associate	The Environmental Public Health Analyst will lead activities under Goal #1: Keep Youth and Young Adults Tobacco-Free, and support activities related to the "North Star" and Goal #3: Expand Support for People Quitting Tobacco	\$ 78,914.83	\$ 23,674.45	100.0%	\$ 102,589.28
Environmental Public Health Analyst Associate	The Environmental Public Health Analyst will support in activities and strategies related to the "North Star", Goal # 2: Protect People and the Environment, and Goal #3: Expand Support for People Quitting Tobacco.	\$ 75,000.00	\$ 22,500.00	90.0%	\$ 87,750.00
Management Analyst Senior	The Management Analyst Senior will coordinate, plan, develop, conduct, monitor, and analyze evaluation related to the Tobacco Focused Community Profile and the Community Tobacco Initiatives grant. The Management Analyst Senior provides analytic, program planning and evaluation support to the Tobacco Program & will oversee project evaluation by performing all data analyses for all goal areas.	\$ 88,700.00	\$ 26,610.00	55.0%	\$ 63,420.50
Fringe Benefits	Fringe benefits include payroll taxes, unemployment insurance, workers compensation, health insurance, dental insurance, life insurance, disability insurance, 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

Youth Advisor	A youth advisor specializing in multiple goal areas and assisting with the development, review, and implementation of youth focused strategies and youth engagement. Will help support activities under Goal #1: Keep Youth and Young Adults Tobacco-Free, Goal #3: Expand Support for People Quitting Tobacco, and the Goal "Our North Star" Advancing Health and Racial Equity for a Stronger Colorado. (Youth Investigator hourly wage: \$18.50 x 9 hours per month = \$166.50)	\$ 18.50	\$ 5.55	108.0	\$ 2,597.40
Youth Advisor	A youth advisor specializing in multiple goal areas and assisting with the development, review, and implementation of youth focused strategies and youth engagement. Will help support activities under Goal #1: Keep Youth and Young Adults Tobacco-Free, Goal #3: Expand Support for People Quitting Tobacco, and the Goal "Our North Star" Advancing Health and Racial Equity for a Stronger Colorado. (Youth Investigator hourly wage: \$18.50 x 9 hours per month = \$166.50)	\$ 18.50	\$ 5.55	108.0	\$ 2,597.40
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Personal Services (including fringe benefits)					\$ 492,423.56
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 Supervisor, Environmental Public Health Specialist, Environmental Public Health Analyst Associate x2). 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.	\$ 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 \$150/month based on historical expenditures. (\$150 x 12 = \$1,800)	\$ 150.00	12.00	\$ 1,800.00
Office Supplies	General office supplies for the Tobacco Program, this includes supplies for preparation/planning meetings, meetings with external and internal partners. This will help provide general supplies which include printing services, pens, paper, and other materials as needed. Projected costs at \$150/month based on historical expenditures. (\$150 per month x 12 = \$1800)	\$ 150.00	12.00	\$ 1,800.00
Community Stipends *Excluded from IDC	Stipends for community members for participating in the Tobacco-Focused Community Profile. This line item will allow us to provide incentives in form of a gift card (up to \$35 in value) for community members who are willing to participate in our efforts to gather and collect data for the Tobacco-Focused Community Profile and other community engagement activities (for example: youth participation in after school events, community members participating in coalitions). Information collected include surveys, key informant interviews, and focus groups. (\$35 per individual x 160 community members = \$5,600)	\$ 35.00	160.00	\$ 5,600.00

Meeting Expenses	Meeting expenses for external meetings with community members, stakeholders, and collaborators. We will identify specific populations we would like to engage with and work with community connectors to identify locations that best meet the community's needs. There are four goal areas, we would like to do at least two meetings per goal area with additional capacity for engagement if needed. Previous room rentals that DDPHE have used in Denver average \$250 - \$350. Costs may include room rental fees, associated room rentals costs such as equipment or A/V, and other meeting materials. (Approx. 10 external meetings x \$300 = \$3000)	\$ 300.00	10.00	\$ 3,000.00
Meals	Providing meals to community members and stakeholders to maximize community participation during the lunch hour, after work, or when meetings could go over 4 hours and to increase engagement and participation of the Tobacco Focused Community Profile and other outreach initiatives (\$10 per meal x 160 participants = \$1600)	\$ 10.00	160.00	\$ 1,600.00
Cell Phone Stipend	The cell phone stipend will benefit staff in communication due to the city's hybrid working model. Staff will be communicating outside of a traditional office and includes communicating with contractors, at external meetings, and trainings. (Public Health Specialist = \$54, Public Health Analyst = \$54, Public Health Analyst (90%) = \$48.60, Program Supervisor (90%) = \$48.60) Total per month \$205.20 x 12 = \$2462.40	\$ 205.20	12.00	\$ 2,462.40
Media	Media funds will be used for developing traditional and new media creative materials for Community Tobacco Initiatives grant. DDPHE will evaluate and consider the use of state templates for our local campaign. However, if we decide that other materials will best serve our local population, we will use these funds for design, photography, videography, production fees, and services. All created materials will be approved by the STEPP Communications Specialist. Cost estimated based on internal conversations with PR/Marketing team.	\$ 7,000.00	1.00	\$ 7,000.00
				\$ -
				\$ -
Total Supplies & Operating				\$ 25,262.40
Travel				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE

Mileage	Mileage costs (\$0.655 per mile, DDPHE rate) for staff incurred during travel to off-site meetings (i.e. coalitions, forums, stakeholder engagement, conferences, and community meetings) and the STEPP grantee conference. Based on past program needs.	\$ 0.655	7108.00	\$ 4,655.74
Conference Registration	Conference registration for Colorado Public Health in the Rockies Conference '23. \$439 x 3 staff members = \$1317	\$ 439.00	3.00	\$ 1,317.00
Lodging	Lodging for '23 Public Health in the Rockies Conference. Room rate based of GSA daily lodging rate for Keystone, CO. Daily rate allowance \$185 x 3 nights = \$555 x 3 team members = \$1665	\$ 185.00	9.00	\$ 1,665.00
Per Diem	Meals for staff for overnight stay when traveling for a conference. Meal estimate is based on current government per diem rate for Keystone, CO. First and last day of travel: \$59.25 x 2 x 3 staff, M&IE for remaining days: \$79 x 2 x 3 staff	\$ 276.50	3.00	\$ 829.50
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Travel				\$ 8,467.24
Contractual				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
TBD	A contractor of a youth serving organization to develop relationships with other existing community based organizations that employ or serve youth and collaborate on presentations to youth serving organizations, parents, and/or schools. The Contractor will be selected by an RFP process. Rate was determined by FY23 contracts with subcontractors, which is in the 20k - 27k range.	\$ 25,000.00	1.00	\$ 25,000.00

TBD	A contractor that works with or serves priority populations as defined by STEPPs Strategic Plan, and/or has been identified as an organization through our Tobacco Community Profile, and focuses on identifying, implementing, and evaluating evidence-informed, locally led solutions to decrease the burden of tobacco. The Contractor will be selected by an RFP process. Rate was determined by FY23 contracts with subcontractors, which is in the 20k - 27k range.	\$ 25,000.00	1.00	\$ 25,000.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Contractual				\$ 50,000.00
SUB-TOTAL OF DIRECT COSTS				\$ 576,153.20
Indirect				
Item	Description of Item	Total Amount Requested from CDPHE		
De minimis Indirect Cost Rate	10% of MDTC	\$ 57,055.80		
Total Indirect				\$ 57,055.80
TOTAL				\$ 633,209.00

OPTION LETTER #:

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

1) OPTIONS

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

2) REQUIRED PROVISIONS:

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

3) OPTION EFFECTIVE DATE:

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

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

Date: _____	By: Lisa McGovern, Purchasing & Contracts Section Director, CDPHE Date: _____
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

**STATE CONTROLLER
Robert Jaros, CPA, MBA, JD**

By: _____

Date: _____

