

OPTION LETTER

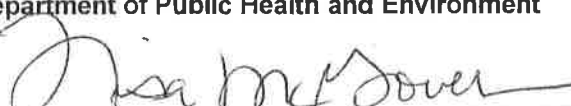
Date: 6/1//2016	State Fiscal Year: 2017	Option Letter No. 1	CMS Routing # 17 FHLA 91613 CORE Encumbrance # CT FAAA FHLA 20160000000000002183
-----------------	-------------------------	---------------------	--

1) **OPTIONS:** Option to renew only (for an additional term)

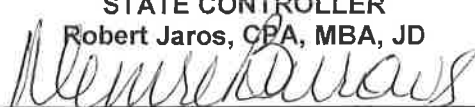
2) **REQUIRED PROVISIONS.**

- a. In accordance with Exhibit A, Section(s) 12 of the Original Contract routing number 16 FHLA 83779 between the State of Colorado, Department of Public Health and Environment, and San Juan Basin Health Department, the State hereby exercises its option for an additional term **beginning September 1, 2016 and ending on August 31, 2017** at a cost/price specified in Page 1, AND an increase in the amount of services at the same rate(s) as specified in Exhibit B Statement of Work.
- b. The amount of the current Fiscal Year contract value is increased by **\$63,680.00** to a new contract value of \$63,680.00 as consideration for services ordered under the contract for the current fiscal year 2017. Page 1 is hereby modified accordingly. The total contract value including all previous amendments, option letters, etc. **is \$127,360.00**. The revised Budget is incorporated herein by this reference and identified as Revised Exhibit D.

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or 9/1/2016, whichever is later.

STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Public Health and Environment  By: Lisa McGovern, Purchasing & Contracts Unit Director Date: <u>8.5.16</u>	PROGRAM APPROVAL: By: 
<u>ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER</u> 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: 8/9/16

DEPARTMENT OF PUBLIC HEALTH AND
ENVIRONMENT

CMS ROUTING NO. 16 FHILA 83779

APPROVED TASK ORDER CONTRACT – WAIVER #154

This task order contract is issued pursuant to master contract made on 01/17/2012, with routing number 13 FAA 0002.

STATE:

State of Colorado for the use & benefit of the
Department of Public Health and Environment
Preventive Services Division
Oral Health Program
4300 Cherry Creek Drive South, A5
Denver, CO 80245

CONTRACTOR:

San Juan Basin Health Department
281 Sawyer Drive
Durango, CO 81303

CONTRACTOR DUNS: 060628211

CONTRACTOR ENTITY TYPE:

Political Subdivision Colorado

TASK ORDER MADE DATE: 9/14/2015

BILLING STATEMENTS RECEIVED:

Monthly

CORE ENCUMBRANCE NUMBER:

CT FAAA FHILA 20160000000000002183

STATUTORY AUTHORITY: Not Applicable

TERM:

This Task Order shall be effective upon approval by
the State Controller, or designee, or on 10/15/2015,
whichever is later. The contract shall end on 08/31/2016.

CLASSIFICATION: Sub-Recipient

PROCUREMENT METHOD:

Exempt Intergovernmental

CONTRACT PRICE NOT TO EXCEED: \$63,680.00

BID/RFP/LIST PRICE AGREEMENT NUMBER:

N/A

FEDERAL FUNDING DOLLARS: \$63,680.00

STATE FUNDING DOLLARS:

LAW SPECIFIED VENDOR STATUTE:

N/A

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

FY16: \$63,680.00

STATE REPRESENTATIVE:

Marcy Bonnett
Colorado Department of Public Health
and Environment
Preventive Services Division/Oral Health Prog
4300 Cherry Creek Drive South, A5
Denver, CO 80245

PRICE STRUCTURE: Cost Reimbursement

CONTRACTOR REPRESENTATIVE:

Lesley Marie
San Juan Basin Health Department
281 Sawyer Drive
Durango, CO 81303

PROJECT DESCRIPTION:

This project serves to support oral public health activities within La Plata, Archuleta, Montezuma, San Juan and Dolores Counties.

EXHIBITS:

The following exhibits are hereby incorporated:

- Exhibit A - Additional Provisions (and any of its Attachments; e.g., A-1, A-2, etc.)
- Exhibit B - Statement of Work (and any of its Attachments; e.g., B-1, B-2, etc.)
- Exhibit C - Budget (and any of its Attachments; e.g., C-1, C-2, etc.)

GENERAL PROVISIONS

The following clauses apply to this Task Order Contract. These general clauses may have been expanded upon or made more specific in some instances in exhibits to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control.

1. This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract including, but not limited to, Exhibit One thereto. The total term of this Task Order Contract, including any renewals or extensions, may not exceed five (5) years. The parties intend and agree that all work shall be performed according to the standards, terms and conditions set forth in the Master Contract.
2. In accordance with section 24-30-202(1), C.R.S., as amended, this Task Order Contract is not valid until it has been approved by the State Controller, or an authorized delegee thereof. The Contractor is not authorized to, and shall not, commence performance under this Task Order Contract until this Task Order Contract has been approved by the State Controller or delegee. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Task Order Contract. If the State Controller approves this Task Order Contract on or before its proposed effective date, then the Contractor shall commence performance under this Task Order Contract on the proposed effective date. If the State Controller approves this Task Order Contract after its proposed effective date, then the Contractor shall only commence performance under this Task Order Contract on that later date. The initial term of this Task Order Contract shall continue through and including the date specified on page one of this Task Order Contract, unless sooner terminated by the parties pursuant to the terms and conditions of this Task Order Contract and/or the Master Contract. Contractor's commencement of performance under this Task Order Contract shall be deemed acceptance of the terms and conditions of this Task Order Contract.
3. The Master Contract and its exhibits and/or attachments are incorporated herein by this reference and made a part hereof as if fully set forth herein. Unless otherwise stated, all exhibits and/or attachments to this Task Order Contract are incorporated herein and made a part of this Task Order Contract. Unless otherwise stated, the terms of this Task Order Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between the Master Contract and this Task Order Contract (including its exhibits

and/or attachments), or between this Task Order Contract and its exhibits and/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 the Master Contract; 2) the Master Contract (other than the Special Provisions) and its exhibits and attachments in the order specified in the Master Contract; 3) this Task Order Contract; 4) the Additional Provisions - **Exhibit A**, and its attachments if included, to this Task Order Contract; 5) the Scope/Statement of Work - **Exhibit B**, and its attachments if included, to this Task Order Contract; 6) other exhibits/attachments to this Task Order Contract in their order of appearance.

4. The Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the Statement of Work and Budget, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**" and "**Exhibit C**".
5. The State, with the concurrence of the Contractor, may, among other things, prospectively renew or extend the term of this Task Order Contract, subject to the limitations set forth in the Master Contract, increase or decrease the amount payable under this Task Order Contract, or add to, delete from, and/or modify this Task Order Contract's Statement of Work through a contract amendment. To be effective, the amendment must be signed by the State and the Contractor, and be approved by the State Controller or an authorized delegate thereof. 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 Task Order Contract on the effective date of such change as if fully set forth herein.
6. 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 Task Order Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work - Exhibit B, establishes or creates standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Task Order Contract.
7. **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 Task Order 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 Task Order 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 Task Order 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 Task Order 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 Task Order 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.

8. 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 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.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR:

San Juan Basin Health Department

Legal Name of Contracting Entity

Liane Jallon

Print Name of Authorized Officer



Signature of Authorized Officer

October 9, 2015

Date

Executive Director

Print Title of Authorized Officer

STATE OF COLORADO:

JOHN W. HICKENLOOPER, GOVERNOR

By:

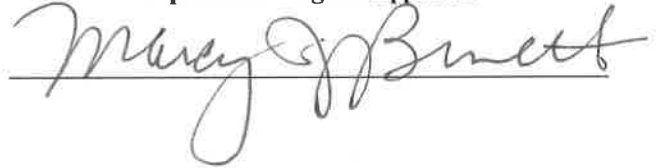


For Executive Director

Department of Public Health and Environment

Department Program Approval:

By:



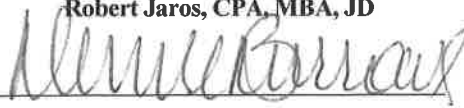
ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

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

10/24/15

This page left intentionally blank.

ADDITIONAL PROVISIONS
CMS Task Order Routing Number 16 FHLA 83779

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

1. This Task Order Contract contains Federal funds (see Catalog of Federal Domestic Assistance (CFDA) number 93.236).
2. The United States Department of Health and Human Services ("USDHHS"), through the Health Resources and Services Administration ("HRSA") has awarded as of 7/21/2015 anticipated federal funds of \$500,000.00 under Notice of Cooperative Agreement Award, hereinafter "NCAA", number **15T12HP28883**, to perform the following – Grants to States to Support Oral Health Workforce Activities.

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

3. To receive compensation under this Task Order Contract, the Contractor shall submit a signed **monthly**, CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <http://www.colorado.gov/cs/Satellite/CDPHE-Main/CBON/1251622941228> and is incorporated herein by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form must be submitted within **forty-five (45)** calendar days of the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work attached hereto as **Exhibit B** and incorporated herein and the associated Budget attached hereto as **Exhibit C** and incorporated herein. All other expenditures shall not be reimbursed without prior written consent of the State. All expenditures must be reasonable and necessary for the performance of this Contract, and must comply with The State of Colorado, specifically the Colorado Department of Public Health and Environment, fiscal guidelines and rules.

Submit completed CDPHE Reimbursement Invoice Form to:

Colorado Department of Public Health and Environment
Oral Health Workforce Manager
PSD-OH-A5
4300 Cherry Creek Drive South
Denver, CO 80246
marcy.bonnett@state.co.us

To be considered for payment, billings for payments pursuant to this Task Order Contract must be received within a reasonable time after the period for which payment is requested, but in no event no later than forty-five (45) calendar days after the relevant performance period has passed. Final billings under this Task Order Contract must be received by the State within a reasonable time after the expiration or termination of this Task Order Contract; but in no event no later than forty-five (45) calendar days from the effective expiration or termination date of this Task Order Contract.

Unless otherwise provided for in this Task Order 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.

4. Time Limit For Acceptance Of Deliverables.

- a. Evaluation Period. The State shall have **Thirty (30)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
- b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **Thirty (30)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
- c. 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 **Ten (10)** calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within Ten (10) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order Contract or the Master Contract and all Task Order Contracts entered into pursuant to the Master Contract.

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

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

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

7. 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. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs or \$250,000.00, whichever is less, shall be submitted to the State at least 90 days prior to the end of the contract period and may require an amendment in accordance with Section 5 of this Task Order Contract.

8. Notwithstanding the terms contained in General Provisions of the Master Contract, Section 9, *Rights in Data, Documents and Computer Software or Other Intellectual Property*, unless otherwise provided for, all data collected or produced or derived exclusively from the Contractor's or subcontractor's work under this Task Order Contract shall remain the sole property of the State, whether in individual, aggregate, identified or de-identified form or any other form required by the State. To facilitate follow-up, research, surveillance and evaluation, any such data collected, used or acquired shall be made available in any form required by the State, to the State and any other entity designated by the State.

Any such data collected, used or acquired shall be used solely for the purposes of this Task Order 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 Task Order 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 Task Order Contract and in accordance with professional standards.

9. Notwithstanding the terms contained in *General Provisions* of the Master Contract, Section 9, *Rights in Data, Documents and Computer Software or Other Intellectual Property*, or Section 23.i, *General Provisions, Media or Public Announcements*, the State of Colorado, specifically the Department of Public Health and Environment, shall be the owner of all printed materials, graphic representations, educational materials, audio-visual products, or any other media, in whatever form, created under this Task Order Contract. This requirement applies, but is not limited to, any brochure, flyer, presentation, billboard, radio spot, website, banner advertisement. The State reserves the right to require logos, or other wording on any material, representation, product or other media form created under this Task Order Contract.

Any material, representation, product or other media form that will use the State's or logo or information must be approved by the State prior to production and distribution. A minimum of ten (10) business days is required for the review and approval process.

10. Notwithstanding the terms contained in the *General Provisions* of the Master Contract, Section 25, *Conformance with Law*, the Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended, which states that "no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program actively receiving Federal financial assistance." The Office for Civil Rights has established that it is the responsibility of any program that is a recipient of federal funds to ensure that any Limited English Proficient (LEP) person or beneficiary have meaningful access to programs, services and information. The Contractor and contract personnel shall adopt and implement policies and procedures in which reasonable steps are taken to provide language assistance in order to ensure equal access to LEP persons or beneficiaries. The Contractor and contract personnel shall advise LEP individuals that language assistance will be provided at no cost to the LEP person or beneficiary.
11. The State may increase or decrease funds available under this Task Order Contract using a Grant Funding Letter substantially equivalent to **Attachment A-1**. The Grant Funding Change Letter is not valid until it has been approved by the State Controller or designee.
12. CDPHE may require continued performance for a period of up to two (2) years at the same rates and same terms specified in the Task Order Contract. If CDPHE exercises this option, it will provide written notice to Contractor at least thirty (30) days prior to the end of the current Task Order Contract term in a form substantially equivalent to **Attachment A-2**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original Contract. The total duration of this Task Order Contract, including the exercise of any options under this clause, shall not exceed three (3) years.

GRANT FUNDING CHANGE LETTER

Date:	State Fiscal Year:	Grant Funding Change Letter (GFCL) #	CMS Routing #
			CORE Encumbrance #

TO: <Insert Grantee's name>

In accordance with Section _____ of the Original Contract routing number _____, [insert the following language here if previous amendment(s), renewal(s) have been processed] as amended by _____ [include all previous amendment(s), renewal(s) and their routing numbers], [insert the following words here if previous amendment(s), renewal(s) have been processed] between the State of Colorado, Department of Public Health and Environment and <insert contractor name> beginning <insert start date of original contract> and ending on <insert ending date of current contract amendment>, the undersigned commits the following funds to the Grant:

The amount of (federal, state, other) grant funds available and specified in Section _____ of <insert previous contract modification number and routing number> is ☐ increased or ☐ decreased by \$ _____ amount of change to new total funds for the period <date to date> of \$ _____ <insert new period cumulative total> for the following reason: Section _____ is hereby modified accordingly. The revised Budget is incorporated herein by this reference and identified as Revised Exhibit *. (if budget attached; delete sentence if no budget included.)
Complete the table below; insert/delete rows as needed.

The table below reflects the original budget and all modifications to the total since the effective date of the Original Contract.

SUMMARY OF CHANGES					
Document Type	CMS Routing #	Funding Source (federal, state, other)	Period	Dollar Amount	Period Total
Original Contract				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Contract Cumulative Grand Total				\$	

This Grant Funding Change Letter does not constitute an order for services under this Grant.
The effective date of hereof is upon approval of the State Controller or <insert projected effective date>, whichever is later.

STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Public Health and Environment	PROGRAM APPROVAL: By: _____
By: Lisa McGovern, Purchasing & Contracts Unit Director Date: _____	

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

OPTION LETTER

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

1) OPTIONS: Choose all applicable options listed in §1 and in §2 and delete the rest.

- a. Option to renew only *(for an additional term)*
- b. Change in the amount of goods within current term
- c. Change in amount of goods in conjunction with renewal for additional term
- d. Level of service change within current term
- e. Level of service change in conjunction with renewal for additional term
- f. Option to initiate next phase of a contract

2) REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

- a. **For use with Options 1(a-e):** In accordance with Section(s) _____ of the Original Contract routing number _____ between the State of Colorado, Insert Name of Department or Higher Ed Institution, and Contractor's Name, the State hereby exercises its option for an additional term beginning Insert start date and ending on Insert ending date at a cost/price specified in Section _____, AND/OR an increase/decrease in the amount of goods/services at the same rate(s) as specified in Identify the Section, Schedule, Attachment, Exhibit etc.
- b. **For use with Option 1(f), please use the following:** In accordance with Section(s) _____ of the Original Contract routing number _____ between the State of Colorado, Insert Name of Department or Higher Ed Institution, and Contractor's Name, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc for the term beginning Insert start date and ending on Insert ending date at the cost/price specified in Section _____
- c. **For use with all Options 1(a-f):** The amount of the current Fiscal Year contract value is increased/decreased by \$ amount of change to a new contract value of Insert New \$ Amt to as consideration for services/goods ordered under the contract for the current fiscal year indicate Fiscal Year. The first sentence in Section _____ is hereby modified accordingly. The total contract value including all previous amendments, option letters, etc. is Insert New \$ Amt.

3) Effective Date. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Public Health and Environment	PROGRAM APPROVAL: By: _____
By: Lisa McGovern, Purchasing & Contracts Unit Director Date: _____	
<u>ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER</u> 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: _____

STATEMENT OF WORK
Contract Routing Number 16 FHLA 83779

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

I. Entity Name: San Juan Basin Health Department

Term: October 15, 2015 – August 31, 2016

II. Project Description:

This project serves to support oral public health activities within La Plata, Archuleta, Montezuma, San Juan and Dolores Counties. Development of Colorado's dental and primary care workforce to meet the needs of population living in Dental Health Professional Shortage Areas through the use of evidence based community prevention programs and other workforce development strategies.

III. Definitions:

1. CF3: Cavity Free at Three
2. CDPHE: Colorado Department of Public Health and Environment
3. CMS 416 Report: Center for Medicare and Medicaid, annual Early and Periodic Screening, Diagnostic, and Treatment Participation Report
4. Dental home: is the ongoing relationship between the dentist and the patient, inclusive of all aspects of oral health care delivered in a comprehensive, continuously accessible, coordinated, and family-centered way.
5. DHPSA: Dental Health Professional Shortage Area
6. FQHC: Federally Qualified Health Center
7. FRL: Free and reduced lunch
8. HCP: Children with Special Health Care Needs
9. ITR: Interim Therapeutic Restoration
10. LPHAs: Local Public Health Agencies
11. OHP: Oral Health Program
12. ROHS: Regional Oral Health Specialists
13. SMSK: Smart Mouth Smart Kids.org
14. VDH: Virtual Dental Home
15. WIC: Women, Infants and Children Program

IV. Work Plan:

Goal #1: Increase access to oral health services and preventive oral health interventions for vulnerable and underserved populations.	
Objective #1: No later than the expiration date of the contract, the Contractor shall increase local communities support for continued oral health assessments, policy development and oral health access at a community level.	
Primary Activity #1	The Contractor shall update the 2014 oral health infrastructure assessment to identify gaps in local access and delivery of oral health care and evidence based interventions in La Plata, Archuleta, Montezuma, San Juan and Dolores Counties.

Sub-Activities #1	1. The Contractor shall identify optimal fluoridation options for communities in La Plata County as part of the larger oral health infrastructure assessment. 2. The Contractor's assessment shall include school linked, preventive oral health services in La Plata, Archuleta and San Juan. 3. The Contractors assessment shall include reporting of known additional dental practitioners providing dental services in surrounding geographical areas.
Primary Activity #2	The Contractor shall update the current strategic plan to address infrastructure gaps.
Sub-Activities #2	1. The Contractor shall prioritize strategic plan issues which includes the Oral Health Work Team as part of the Community Health Action Coalition adopted community standards and strategic plan from the dental workgroup. 2. The Contractor shall identify a minimum of four (4) priority issues to address.
Primary Activity #3	The Contractor shall implement the activities identified in the updated strategic plan.
Sub-Activities #3	1. The Contractor shall implement an action plan to maximize optimal intake of fluoride by community members.
Primary Activity #4	The Contractor shall update the referral list of Medicaid and CHP+ enrolled medical and dental providers to be utilized by medical and dental organizations, individual providers, health departments, school districts, child care centers, civic clubs, city and county governmental groups, Early Childhood Councils, other allied health and health advocacy organizations and patients.
Primary Activity #5	The Contractor shall act as a resource in the development of a dental work group or coalition in Montezuma County to address dental infrastructure gaps in meeting the oral health needs of vulnerable populations.
Sub-Activities #5	1. The Contractor shall conduct a minimum of two (2) meetings. 2. The Contractor will initiate a strategic plan process in Montezuma County.
Objective #2: No later than the expiration date of the contract, the Contractor shall increase the number of rural settings integrating oral health preventive services into primary care services (LPHAs, WIC, HCP, immunization clinics, etc) by one (1) annually.	
Primary Activity #1	The Contractor shall conduct outreach activities to promote the CF3 model. The targeted population group should include (WIC), Head Start, LPHA clients, medical and dental organizations, health department staffs, school administrators, child care centers, voluntary and public agencies, city and county governmental groups, civic clubs or other allied health and health advocacy organizations.
Sub-Activities #1	1. The Contractor shall recruit a minimum of one (1) private practice dental provider to the Medicaid Program.
Objective #3: No later than the expiration date of this contract, the Contractor shall increase access to a dental home for underserved and vulnerable populations.	
Primary Activity #1	The Contractor shall target new schools and venues for administration of preventive dental services to underserved populations.
Sub-Activities #1	1. The Contractor shall facilitate the implementation of additional sealants in existing school –linked preventive programs. 2. The Contractor shall conduct the Basic Screening Survey of CDPHE selected schools within their respective catchment areas with support from CDPHE OHP.

Primary Activity #2	The Contractor shall participate in VDH Learning Communities.
Standards and Requirements	1. CDPHE will provide technical assistance upon request. 2. CDPHE will provide templates for the required assessments. 3. The Contractor shall utilize a CDPHE provided assessment tool. 4. The Contractor shall participate in monthly phone calls and a minimum of two annual, CDPHE-sponsored meetings. 5. The Contractor shall ensure the ROHS maintains current CF3 Master Trainer status, which includes ROHS attending and successfully completing the full initial CF3 Master Trainer training. The initial CF3 Master Trainer training is a maximum of three days and requires in-person attendance in Denver. 6. The Contractor shall ensure the ROHS attend and successfully complete annual CF3 Master Trainer re-certification. Re-certification training is a maximum of one day and requires in-person attendance in Denver. 7. The Contractor shall ensure all materials used for CF3 trainings will be provided by CDPHE CF3 team including participant hand-outs, presentation materials, promotional flyers, emails, and other resources. 8. The Contractor shall comply with the requirements stated in the CF3 resources page. This document is incorporated and made part of this contract by reference and is available on the following website CavityFreeAtThree.org/Resources. Any additional information/materials for CF3 trainings must be pre-approved by CDPHE CF3 Supervisor. 9. The Contractor shall ensure CF3 training details and information be sent to CavityFreeAtThree.org/Contact Us and is incorporated and made part of this contract by reference. 10. The Contractor shall conduct a minimum of five (5) annual presentations/trainings of the CF3 program to medical and dental organizations, health departments, FQHCs, RHC, school districts, child care centers, civic clubs, city and county governmental groups, Early Childhood Councils, WIC, Head Start Programs, early childhood programs or private dental or medical practices. 11. The Contractor shall ensure the ROHS responds to post-training technical assistance requests as forwarded from the CDPHE CF3 team. 12. The Contractor shall ensure the ROHS becomes certified in ITR once a curriculum and certification process is developed. 13. The Contractor shall use the SMSK data collection tool (when available) to document all their respective administered preventive dental services. 14. The Contractor shall notify the <i>Oral Health Workforce Manager</i> via email if a ROHS position is vacated. ROHS positions can only be filled by a Colorado licensed dental hygienist. Failure to replace a ROHS within a 3month period may jeopardize continued funding. 15. 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.
Expected Results of Activity(s)	1. The number of vulnerable and underserved clients receiving preventive dental services will be increased. 2. The number of venues integrating dental services with medical services will be increased. 3. The general population in the catchment area will have access to optimal amounts of systemic fluoride.

Measurement of Expected Results	1. Data provided by the Interagency agreement between CDPHE and the Colorado Department of Health Care Policy and Financing which includes numbers of providers and clients by subgroups for both Medicaid and the Children's Health Program. 2. Numbers of CF3 trainings provided by the CDPHE CF3 team. 3. Information captured in public health surveillance tools and the CMS 416 report. 4. Data Collected from the SMSK data collection database. 5. Partnership with dental working group in La Plata County is maintained and a dental work groups in one (1) additional county is developed. 6. Infrastructure gaps to access care are identified. 7. Updated strategic plan developed and action plan is implemented to address gaps in service for all ages 8. Increased percent of sealants provided in school- linked preventive programs. 9. Increased number of dental providers enrolled in Medicaid. 10. Increased number of Medicaid and Child Health Plan Plus (CHP+) clients ages 0-through 20 receiving preventive services. 11. Increased number of pregnant women receiving preventive dental services. 12. Testing and feedback for the improvement of the Smart Mouths Smart Kids program and data collection tool. 13. FQHCs and Community Safety Net clinic sites have new opportunities for medical dental integration.										
<i>The Contractor shall send via email to the Oral Health Workforce Manager:</i>											
Deliverables	<table> <tr> <td data-bbox="477 1035 1284 1140">1. A monthly progress report, as provided by CDPHE.</td><td data-bbox="1284 1035 1528 1140">No later than 30 days from the preceding month</td></tr> <tr> <td data-bbox="477 1140 1284 1234">2. Dental workgroup meeting and/or coalition minutes to include attendees.</td><td data-bbox="1284 1140 1528 1234">No later than 30 days following the meeting</td></tr> <tr> <td data-bbox="477 1234 1284 1318">3. An updated strategic plan from the local coalition and/or work group plan.</td><td data-bbox="1284 1234 1528 1318">No later than December 1st</td></tr> <tr> <td data-bbox="477 1318 1284 1381">4. CHP+ and Medicaid referral lists.</td><td data-bbox="1284 1318 1528 1381">No later than December 1st</td></tr> <tr> <td data-bbox="477 1381 1284 1472">5. An updated Oral health infrastructure assessment twice annually.</td><td data-bbox="1284 1381 1528 1472">No later than January 10th and June 10th</td></tr> </table>	1. A monthly progress report, as provided by CDPHE.	No later than 30 days from the preceding month	2. Dental workgroup meeting and/or coalition minutes to include attendees.	No later than 30 days following the meeting	3. An updated strategic plan from the local coalition and/or work group plan.	No later than December 1st	4. CHP+ and Medicaid referral lists.	No later than December 1st	5. An updated Oral health infrastructure assessment twice annually.	No later than January 10th and June 10th
1. A monthly progress report, as provided by CDPHE.	No later than 30 days from the preceding month										
2. Dental workgroup meeting and/or coalition minutes to include attendees.	No later than 30 days following the meeting										
3. An updated strategic plan from the local coalition and/or work group plan.	No later than December 1st										
4. CHP+ and Medicaid referral lists.	No later than December 1st										
5. An updated Oral health infrastructure assessment twice annually.	No later than January 10th and June 10th										

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the *Oral Health Workforce Manager*. Methods used will include review of documentation reflective of performance including progress reports and other 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 30 calendar days of discovery of a compliance issue. Within 45 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the *Oral Health Workforce Manager* and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.



COLORADO
Department of Public
Health & Environment

PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM
Contract Routing # 17 FHLA 91613

Contractor Name	San Juan Basin Health
Budget Period	09/01/2016-08/31/2017
Project Name	HRSA project to increase oral health workforce

Program Contact Name, Title, Phone and Email	Kari Plante, Regional Oral Health Specialist, 970-335-2034, kplante@sjbhd.org
Fiscal Contact Name, Title, Phone and Email	Lesley Marie, Deputy Director of Admin Services, 970-335-2032, lmarie@sjbhd.org

Expenditure Categories						
Personal Services Salaried Employees						
Position Title	Description of Work	Budget Item Supports SOW (Yes/No)	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Deputy Director of Programs	2% Time on Project, All In-kind	Yes			2%	\$0.00
						\$0.00
						\$0.00
Personal Services Hourly Employees						
Position Title	Description of Work	Budget Item Supports SOW (Yes/No)	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Kari Plante		Yes	\$29.40	\$10.29	1170	\$46,431.30
Kim McCarl		Yes	\$13.87	\$4.85	200	\$3,744.90
						\$0.00
						\$0.00
Total Personal Services (including fringe benefits)						\$50,176.20
Supplies & Operating Expenses						
Item	Description of Item	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested from CDPHE	
Supplies	Office Supplies,general	Yes	\$100.00	1	\$100.00	
Printing	Publication/printing	Yes	\$70.00	1	\$70.00	
Postage	Postage/freight	Yes	\$50.00	1	\$50.00	
Occupancy	Space, utilities,Telephone,Internet,Fax - Total 3017.64 In Kind	Yes	\$0.00	12	\$0.00	
Supplies	Medical Supplies	Yes	\$100.00	1	\$100.00	
Meeting Expense	Meeting Expenses	Yes	\$750.00	1	\$750.00	
Software/Mobile Data	Software/Hot Spot	Yes	\$20.50	12	\$246.00	

Total Supplies & Operating Expenses					\$1,316.00
Travel					
Item	Description of Item	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested from CDPHE
Local Mileage	Mileage to schools and outreach (average 200 miles /mn)	Yes	\$0.49	2000	\$980.00
In State Mileage	1 trip to Denver for Training	Yes	\$550.00	1	\$550.00
					\$0.00
Total Travel					\$1,530.00
Contractual					
Subcontractor Name	Description of Item	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested from CDPHE
					\$0.00
Total Contractual					\$0.00
SUB-TOTAL BEFORE INDIRECT					\$53,022.20
Indirect					
Item	Description of Item	Total Amount Requested from CDPHE			
Federally-negotiated indirect cost rate					
CDPHE-approved indirect cost rate	2016 Negotiated Rate 20.10%	\$10,657.46			
De minimis indirect cost rate					
Total Indirect					\$10,657.46
TOTAL					\$63,680