AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Purchase Order, Statement of Work; Office of Plann

Action Requested: County Manager Signature

Parties to the Agreement: BOCC & CO Dept Public Health & Environment

Term Begins: 10/1/15 **Term Ends:** 9/30/2016 **Grant Contract #:**

Summary:

State funding from Office of Planning, Partnership and Improvement (OPPI)for West Central Public Health Partnership (WCPHP)to continue work on Public Health Improvement Plan to enhance Public Health infrastructure.

Fiscal Impact: $20,000

Submitted by: Carol Worrall **Submitter's Email Address:** cworrall@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/1/2015

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 10/1/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 10/1/2015

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 10/6/2015

Revised April 2015

Gunnison County
COLORADO

HEALTH AND HUMAN SERVICES DEPARTMENTS
Human Services Phone: (970) 641-3244 Fax: (970) 641-3738
Public Health Phone: (970) 641-0209 Fax: (970) 641-8346
225 N Pine St, Gunnison, CO 81230
Website: www.GunnisonCounty.org

STATEMENT OF WORK

I. Entity Name: Gunnison County
Term: October 1, 2015 – September 30, 2016

II. Project Description:
Gunnison County will serve as fiscal agent and ensure coordination of collaborative regional public health improvement efforts on behalf of the West Central Public Health Partnership representing Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel Counties.

III. Definitions:

OPPI: Office of Planning, Partnerships and Improvement
CHAPS: Colorado Health Assessment and Planning System
LPHA: Local Public Health Agency
PHIP: Public Health Improvement Plan

IV. Work Plan:

Goal #1: Enhance the state and local public health infrastructure by ensuring accomplishment of regional public health assessment and planning.	
Objective #1: No later than the expiration of this contract, the Contractor shall use these funds to support a collaborative regional public health improvement process on behalf of the West Central Public Health Partnership.	
Primary Activity #1	The Contractor shall ensure coordination of a regional public health improvement process.
Sub-Activities #1	1. The Contractor shall designate at least one staff member as the point of contact for the partnership public health assessment and planning activities, public information, communications, and/or media relations. 2. The Contractor shall participate in conference calls and occasional meetings as requested by OPPI. 3. The Contractor shall facilitate meetings of the West Central Public Health Partnership as the oversight committee as needed. 4. The Contractor shall maintain agreements among regional public health partners to address areas of mutual importance. 5. The Contractor shall notify and invite OPPI to partnership meetings.
Standards and Requirements	1. The Contractor shall ensure that local public health improvement processes are in compliance with the Colorado Public Health Act of 2008. 2. The Contractor shall utilize CHAPS guidance as a technical assistance resource. This information is located on the local public health and environmental resources website https://www.colorado.gov/cdphe-lpha and incorporated and made part of this contract by reference. 3. The Contractor shall ensure engagement of stakeholders in assessment, planning and implementation activities 4. The Contractor shall ensure collaboration and communication with OPPI. 5. 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)	West Central Public Health Partnership will continue implementation of the shared regional plan to improve public health and begin the next regional health assessment.	
Measurement of Expected Results	Information provided in the final report with relevant attachments such as assessment plans and updated, action plans, communications and evaluation plans.	
		Completion Date
Deliverables	The Contractor shall submit a final report using a template provided by CDPHE via email to the OPPI Public Health Planner.	No later than September 30, 2016

V. Budget:

The Contractor's total award is $20,000.00 in funding to ensure accomplishment of the public health improvement activities for Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel Counties.

Payment of ½ the total amount will be distributed in the first and second halves (October 2015 and April 2016) of the federal fiscal year 2016.

VI. Additional Provisions:

This award does not include funds for Research and Development.

Procurement Method:	Exempt
Contractor DUNS:	133115220
Contractor Entity Type:	Governmental
Classification:	Subrecipient

The United States Department of Health and Human Services, Centers for Disease Control and Prevention ("USDHHS, CDC"), through the Colorado Department of Public Health and Environment ("CDPHE") has awarded as of 08/27/2015, $1,880,810.00 federal funds under Notice of Cooperative Agreement Award, hereinafter "NCAA", number 2B01OT009007-15. The Purchase Order contains federal funds under CFDA number 93.758 and incorporates the following additional provisions for federal awards:

The following terms and conditions are in addition to the standard purchase order terms and conditions and are to be read and interpreted in conjunction with the provisions of the purchase order. Wherever used in the following federal provisions, "Contractor" and "Vendor" shall have the same meaning. Contractor and/or Vendor – any party to which a Purchase Order is issued.

1. 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.

2. Contractor Affirmation. If the Purchase Order involves federal funds or compliance is otherwise federally mandated, then by accepting the Purchase Order 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).

3. 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).

VIII. Monitoring:

CDPHE's monitoring of the purchase order for compliance with performance requirements will be conducted throughout the purchase order period by the OPPI Public Health Planner. 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.

IX. Resolution of Non-Compliance:

The Contractor will be notified in writing within 30 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Public Health Planner 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 Terms and Conditions of this Purchase Order.

X. Attestation:

The Vendor agrees to perform services in accordance with the terms and conditions of the Purchase Order to include Statement of Work and Budget.

_____

Contractor Name (Print) and Title

_____

Contractor Signature

_____

Date