AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agreement; The Colorado Health Foundation; G

Action Requested: County Manager Signature

Parties to the Agreement: BOCC & Colorado Health Foundation

Term Begins: 8/15/17 **Term Ends:** 8/14/2018 **Grant Contract #:**

Summary:

This award will support 20 hrs./wk. staff time to provide Patient Navigation for the Immigrant Community in Gunnison County.

Fiscal Impact: $34,858

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

Finance Review: (●) Required ( ) Not Required

Comments:
This new grant doesn't require hiring new staff, rather will be used for hours assigned to current staff. Will need to include revenue in 2017/2018 budget projections and proposal. no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/1/2017

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

Comments:
ok db 8/31/17

Reveiwed by: Discharge Date: 9/1/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/1/2017

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 9/5/2017

Revised April 2015

The Colorado Health Foundation™

1780 Pennsylvania St. • Denver, CO 80203 • phone: 303-953-3600 • fax: 303-953-4576

www.coloradohealth.org

GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS

Title of Project:

Health Navigation for the Immigrant Community in Gunnison
Grant ID#: 8811

Purpose of Project:

Provide culturally and linguistically appropriate health navigation services for the immigrant population in Gunnison County who is currently hesitant to access services.

Grantee Organization:	**Checks to be Made Payable to:**
Gunnison County Department of Health and Human Services 225 N. Pine St. Ste. B Gunnison, CO 81230	Gunnison County 225 N. Pine St. Ste. B Gunnison, CO 81230 Tax Identification Number: 84-600770
Amount of Grant Awarded: $34,858 over a 12-month period	**Period for Which Support is Granted:** *From* 8/15/2017 *Through* 8/14/2018

Contingencies:

Special Provisions: This is a one-time, non-renewable grant as part of the Supporting Immigrant and Refugee Communities funding opportunity.

Intended Measurable Results to be Reported on:

N/A

Expected Intermediate Milestones:

-Report on the numbers of immigrants/refugees served and services provided through this grant. Reporting should include demographics on populations served, including geographic data on the cities and counties reached.

Payment and Requirements Schedule:

Requirement Due Date	Requirement	Payment Amount	Approximate Payment Schedule
8/24/2017	Signed Grant Agreement	$34,858	8/31/2017
9/15/2018	Final Report		

Payments are contingent upon receipt and approval of the associated requirements.

The Foundation uses an online system to receive reports and other requirements. Please visit www.coloradohealth.org for more information.

*Project Director (please correct the information below if necessary) Ms. Carol Worrall, R.N. Public Helath Director Gunnison County Department of Health and Human Services 225 N. Pine St. Ste. B Gunnison, CO 81230	**Grantee Organization Primary Contact (please correct the information below if necessary) Ms. Carol Worrall, R.N. Public Helath Director Gunnison County Department of Health and Human Services 225 N. Pine St. Ste. B Gunnison, CO 81230

* The project director is the individual directly responsible for developing the proposed activity, its implementation, and day-to-day direct supervision of the project. **The organization primary contact is the CEO/Executive Director of the grantee organization.

The Colorado Health Foundation is awarding this Grant to the above named organization ("Grantee") and Grantee agrees to, the following:

1. Tax Exempt Status, Grantee represents that:

   a. To provide current and appropriate documentation if organization is a government supported agency, such as school, museum, library or government agency or department.

   b. To provide The Colorado Health Foundation with immediate written notification of any changes in the organization's tax-exempt status.

2. Expenditure of Funds

   This Agreement (together with any income earned upon investment of Grant funds) is made for the purpose outlined herein and may not be expended for any other purpose without The Colorado Health Foundation's prior written approval. Expenditures of Grant funds must adhere to the specific line items in the attached Grant Budget. If the grant is greater than $50,000, changes to individual line items (increases and decreases) that are greater than 25% of that line item and greater than $1,000 must be requested in writing to The Colorado Health Foundation Grants Director and approved in writing by Foundation staff. Requests should be submitted using the form and instructions found at www.ColoradoHealth.org in the "For Grantees" section.

   If the Grant is intended to support a specific project or for a specific period, any portion of the Grant unexpended at the completion of the project or the end of the period specified above on Page 1 (the "Grant Period") shall be returned immediately to The Colorado Health Foundation. With prior written approval from The Colorado Health Foundation the Grant Period may be extended in order to reach the anticipated outcomes. Requests should be submitted using the form and instructions found at www.ColoradoHealth.org in the "For Grantees" section.

3. Prohibited Use of Funds

   Grantee will not permit any Grant funds or income derived from such funds to be used for "political expenditures" as defined in Section 4955 of the Code, including but not limited to participation or intervention in a political campaign for a public office.

   This grant is not in any way earmarked to support or carry on any lobbying or voter registration drive. Grantee hereby reaffirms that the project's current budget, attached to this grant agreement, accurately reflects Grantee's present intention to expend at least the amount of this grant on project non-lobbying and non-voter registration activities in Grantee's current fiscal year.

   Grantee represents that it is knowledgeable about Executive Order 13224 and the USA Patriot Act of 2001 and Grantee will not permit any Grant funds or income derived from such funds to be expended or re-granted so as to benefit any person or organization with ties to terrorists.

4. Anti-Discrimination Expectations

   Grantee will not willfully discriminate against a particular class of individuals and will abide by all applicable local, state, and federal anti-discrimination laws in hiring, employment practices and when providing services.

5. No Assignment or Delegation

   Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without the prior written approval of The Colorado Health Foundation.

6. Records and Reports

   Grantee must keep a record of all receipts and expenditures relating to this Agreement and to provide The Colorado Health Foundation with a written report summarizing the project promptly following the end of the Grant Period. The Colorado Health Foundation may also require interim reports. Grantee reports should describe progress achieving the Grant Purposes (including progress toward measurable results and intermediate milestones outlined above on Page 1) and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by The Colorado Health Foundation. If Grantee obtains any audited financial statements covering any part of the period of this Agreement, copies of such statements shall be provided to The Colorado Health Foundation promptly after receipt. Grantee must keep the financial records with respect to the Grant and this Agreement, along with copies of any reports submitted to The Colorado Health Foundation, for at least four years following the year in which all Grant funds are fully expended.

7. Required Notification

   Grantee must provide The Colorado Health Foundation with immediate written notification of: (1) its inability to expend the Grant funds for the Grant Purposes; or (2) any expenditure of Grant funds for any purpose other than the Grant Purposes; and, (3) any other breach by Grantee of this Agreement.

8. Reasonable Access for Evaluation and Oversight

   The Colorado Health Foundation incorporates evaluation into its charitable grant-making so that it and the Grantee can understand the impact of the Grant and how to improve the impact of the charitable grant-making moving forward, and for the benefit of other Grantees and for the State of Colorado. As a condition to the receipt of this Grant, Grantee agrees to comply with and to participate in any requests from The Colorado Health Foundation to conduct an evaluation of the effectiveness of this grant (the "Evaluation") either individually with the Grantee or with multiple grantees as part of a broader strategy of The Colorado Health Foundation, including but not limited to follow-up reporting and/or additional activities above and beyond those listed in the Payment and Requirements section of this Agreement.

Grantee will permit The Colorado Health Foundation and its representatives, at its request, to have reasonable access during regular business hours to its files, records, accounts, personnel and clients, or other beneficiaries for the purpose of making such financial audits, verifications, or program evaluations as The Colorado Health Foundation deems necessary or appropriate concerning the Grant and to discuss Grantee's programs, procedures and operations with Grantee's personnel.

9. Research Involving Human Subjects:

If the Grant is to be used in whole or in part for research involving human subjects, Grantee hereby certifies that Grantee, applying the ethical standards and the criteria for approval of grants set forth in its Internal Review Boards and professional oaths, has determined that the human subjects involved in this Grant will not experience risk over and above that involved in the normal process of care and are likely to benefit from the proposed research program.

10. Publicity:

The Colorado Health Foundation encourages Grantee to publicize information concerning the Grant in the Grantee's newsletters, annual reports, press releases, Web-site and other relevant media. Grantee will obtain written approval by The Colorado Health Foundation of any content promoting information related to the grant, the organization or Foundation staff prior to releasing or publicizing such information. If Grantee has received these funds for "General Operating Support," The Colorado Health Foundation expects to be acknowledged as a sponsor for major events by the inclusion of The Colorado Health Foundation's logo in the event promotion materials and print collateral.

The Colorado Health Foundation welcomes any photographs relevant to the Grant for The Colorado Health Foundation's use. Photos must have prior client releases (if applicable) for publication purposes.

Without further notice to or consent from Grantee, The Colorado Health Foundation may include information regarding this Agreement and/or Grant, the amount and purpose of the Grant and photographs, logo or trademark, and other published/printed information or materials (provided by Grantee) and its activities, in The Colorado Health Foundation's periodic public reports, newsletters, Web-site and news releases.

11. Colorado Charitable Solicitations Act

Grantee represents that it is aware of and in compliance with the Colorado Charitable Solicitations Act governing fundraising in Colorado.

12. Right to Modify or Revoke

The Colorado Health Foundation reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any Grant funds if, in The

Colorado Health Foundation's sole judgment , such action is necessary or prudent: (1) because the Grantee has not fully complied with the terms and conditions of this Agreement; (2) to protect the purpose and objectives of this Agreement or any other charitable interest of The Colorado Health Foundation; or (3) to comply with the requirements of any law or regulation applicable to Grantee, The Colorado Health Foundation, or this Grant.

12. Termination

The Colorado Health Foundation's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Grantee.

In addition to its right of revocation under Paragraph 11 above, The Colorado Health Foundation may terminate this Agreement at any time by giving Grantee at least 30 days of written notice. Upon termination of this agreement for any reason, all payments by The Colorado Health Foundation to Grantee shall cease at such time as may be determined by The Colorado Health Foundation.

Termination or revocation of this Agreement by The Colorado Health Foundation will not terminate Grantee's obligations under this Agreement with respect to Grant funds expended or otherwise not returned to The Colorado Health Foundation. Grantee's obligations under Paragraphs 6, 8, 10 and 16 shall also survive termination of this Agreement.

13. Special Conditions and Reporting

Grantee will submit reports to The Colorado Health Foundation according to the reporting schedule set forth on page one of this Agreement.

14. Amendment

This Agreement may be amended, supplemented or extended only by written communication signed by The Colorado Health Foundation.

15. No Partnership Agency or Third Party Beneficiaries

Nothing contained in this Agreement shall create or be deemed to create a partnership or agency between The Colorado Health Foundation and Grantee and nothing contained in this Agreement shall be deemed to give rise to any rights or benefits to third parties not a party to this Agreement.

16. Intellectual Property

(a) Grantee represents and warrants that it owns or has the right to use all intellectual property that will be employed by Grantee or its agents in the performance of this Agreement, including without limitation, Grantee's obligations under subsection (c) below.

(b) All works and matters created or discovered through the performance of this Agreement, including but not limited to, implementation methodologies, best practices guides and training curricula (the "Work"), are owned by the Grantee provided, however, that the Work may be used by Grantee only in furtherance of charitable purposes (i.e., activities recognized by the IRS as charitable

and not resulting in "unrelated business taxable income" as defined in Section 512 of the Code), unless otherwise agreed in writing by The Colorado Health Foundation.

(c) Grantee hereby grants to The Colorado Health Foundation a nonexclusive, irrevocable, perpetual, worldwide, fully transferable, royalty-free license to (i) the Work, to make, use, sell, license to others, reproduce, create derivative works of, publish, republish, distribute, perform and display the Work in any current or future form and for any purpose in furtherance of charitable purposes, and (ii) any other intellectual property incorporated into or used in connection with the Work to the extent reasonably necessary to enable The Colorado Health Foundation to use and practice the licensed Work. The license herein granted to The Colorado Health Foundation shall vest without any further action on the part of Grantee. Without the prior written consent of The Colorado Health Foundation, Grantee will not enter into any agreement with a third party that would restrict Grantee's ability to perform its obligations under this subsection (c).

17. Disclaimer

Nothing contained herein, including the required reporting and review procedures, shall be construed as a warranty, representation, or approval by The Colorado Health Foundation that the services rendered by Grantee are adequately or properly rendered on either an individual or program-wide basis. Grantee shall have sole responsibility for all damages, costs, fines, attorneys' fees, or liabilities of any kind or nature arising from any claims, demands or suits resulting from the Grantee's performance or failure to perform under this Agreement.

18. Controlling Document

The terms and conditions of this Agreement shall be the controlling document between The Colorado Health Foundation and Grantee. All verbal communication, notes, minutes or other documentation of The Colorado Health Foundation shall be deemed merged into this Agreement. In making this Grant, The Colorado Health Foundation has relied on the information and representations submitted to The Colorado Health Foundation by Grantee and Grantee represents that all such information and representations are true and complete.

19. Future Funding

Grantee acknowledges that, except as expressly provided in this Agreement, The Colorado Health Foundation has no obligation to Grantee with respect to any additional or future funding.

20. Counterparts; Electronic Signature

This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement. The counterparts of this Agreement may be executed and delivered by facsimile, email, other means of electronic transmission, or other electronic signature and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

[Signature Page Follows]

_____ _____

Amy Latham Date
Vice President, Philanthropy
The Colorado Health Foundation

The undersigned certify that they are duly authorized officers of Grantee and, as such, are authorized to accept this contract on behalf of Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this Agreement, and in connection with this Agreement to make, execute, and deliver on behalf of the Grantee all agreements, representations, receipts, reports, and other instruments of every kind.

ACCEPTED AND AGREED TO:

_____

CEO/Executive Director of Gunnison County Department of Health and Human Services (typed/printed name)

_____ _____

CEO/Executive Director (signature) Date

Organization Name: Gunnison County Department of Health and Human Services
Project Title: Health Navigation for the Immigrant Community in Gunnison
Request ID: 8811

Proposal Expenses	Approved Budget			
	Year 1	Year 2	Year 3	Total
Direct Costs				
General Operating				$ -
Program/Project				$ -
Personnel	$ 34,258.00			$ 34,258.00
Programming/Project Costs				$ -
Administrative costs related to program	$ 600.00			$ 600.00
Capital				$ -
Total Direct Costs	$ 34,858.00	$ -	$ -	$ 34,858.00
Other Costs				
Consultants				$ -
Other				$ -
Fiscal Sponsor's Fee (If applicable)				$ -
Indirect Costs (Max 10%)				$ -
Total Other Costs	$ -	$ -	$ -	$ -
GRAND TOTAL	$ 34,858.00	$ -	$ -	$ 34,858.00