AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for County Manager's Signature; Grant Con

Action Requested: County Manager Signature

Parties to the Agreement: The Colorado Trust

Term Begins: When signed **Term Ends:** 8/31/2018 **Grant Contract #:**

Summary:

Electronic Signature needed on contract for grant for the West Central Public Health Partnership to do Health Equity training and health equity planning for public health regionally. $10,000 for 1 year.

Fiscal Impact: $10,000 grant

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
New grant, will have to be added to budget through a budget amendment request if used is 2017. No concerns. ln

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

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

Comments:
ok db 9/1/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 9/1/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

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

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

Agenda Date: 9/5/2017

Revised April 2015

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THE COLORADO TRUST
A Health Equity Foundation

1600 SHERMAN STREET
DENVER, CO 80203-1604
WWW.COLORADOTRUST.ORG
PHONE 303-837-1200
TOLL FREE 888-847-9140
FAX 303-839-9034

DEDICATED TO ACHIEVING HEALTH EQUITY FOR ALL COLORADANS

GRANT CONTRACT

Grantor
THE COLORADO TRUST (THE TRUST)
1600 Sherman Street
Denver, CO 80203-1604

Grantee
Gunnison County Health and Human Services
225 North Pine Street, Suite E
Gunnison, Colorado, 81230

Date: August 30, 2017

Grant Number: 1708-3590

Title (Program): Health Equity Advocacy Network Strengthening Grant

Project Lead: Margaret Wacker

Phone Number: (970) 641-0209

Email Address: mwacker@gunnisoncounty.org

Period: September 1, 2017 – September 30, 2018

Amount of Grant: $10,000.00

Project Description: West Central Public Health Partnership

Report Schedule:

Report Type	Due Date
Final Financial Report	9/30/2018
Final Narrative Report	9/30/2018

Payment Schedule:
The release of payments is contingent upon the timely receipt and subsequent approval of progress and financial reports unless otherwise stated in the grant contract.

Installment	Amount	Pay On or About
1	$10,000.00	September 15, 2017

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This Grant Contract (the "Contract") includes: this Title Page; the General Conditions; the Approved Budget; and the Special Conditions, if any. In addition the Application, which describes the work to be done in detail, the Grantee Guidelines, and all amendments, supplements and extensions to any of the foregoing when approved in writing by The Trust and Grantee are incorporated by reference and made a part of this contract. Capitalized terms used in this Contract are defined in the General Conditions.

IN WITNESS WHEREOF, the parties have executed this Contract.

The terms and conditions of this Contract are hereby accepted and agreed to by The Trust and Grantee to be effective upon execution below by both parties.

THE COLORADO TRUST,
As Grantor

By: _____
TCT Officer

_____
Title

By: _____
TCT Staff Person

_____
Title

Gunnison County Health and Human Services,
As Grantee

By: _____
Authorized Officer (Signature)

By: _____
Authorized Officer (Print Name)

_____
Authorized Officer Title

_____

EFFECTIVE DATE: _____
(Date of signing by Grantor)

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General Grant Terms, Conditions and Understandings

1. **DEFINITIONS**. When used in this Contract, the following capitalized terms shall have the following meanings:

   "Application" means the written application submitted by Grantee and accepted by The Trust as the basis for its undertaking set forth in this Contract, including all modifications accepted in writing by The Trust, all representations therein made by Grantee, and all supporting documentation, all of which matters are on file with The Trust.

   "Code" means the Internal Revenue Code of 1986, as amended from time to time, and the rules, regulations and judicial decisions pertaining thereto.

   "Grant" means the funds specified on the Title Page to be disbursed under the terms of this Contract.

   "Grantee" means the entity identified as Grantee on the Title Page.

   "Grantee Guidelines" or "Guidelines" means the written document by that name provided to Grantee, which includes rules and regulations Grantee is obliged to comply with during the course of this Contract.

   "Period" means the Period specified on the Title Page.

2. **PURPOSE AND ADMINISTRATION**. The Grant will be used exclusively for the purposes specified in the attached Scope of Work and Budget and the Application, each of which are incorporated herein by reference. Grantee will directly administer the program being supported by the Grant and agrees that Grant funds will not be disbursed to any person or entity other than as specifically set forth in the Application nor disbursed for any purpose that is not specified in Section 170(c)(2)(B) of the Code.

   In carrying out this Contract, Grantee may represent itself only as a grantee of The Trust and not as an "employee" or "agent" of The Trust.

3. **UNAUTHORIZED USE OF GRANT.** No part of the Grant will be used: (i) to intervene in any election or support or oppose any candidate for political party or office, (ii) to engage in any lobbying as defined in Section 4911 of the Code; or (iii) to carry on any voter registration drives within the meaning of Section 4945(d)(2) of the Code.

   No part of the Grant may be used, charged or expended for indirect cost recovery, unless expressly permitted under the Special Conditions.

4. **ACCOUNTING AND AUDIT.** Grantee must: (i) keep an accurate record on a fund accounting basis of the receipt and disbursement of funds and expenditures incurred under the terms of this Contract; (ii) retain all books and records relating to this Contract (including bills, invoices, canceled checks, receipts, etc.) for at least four (4) years after expiration of the

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Period; and (iii) comply with all requests by The Trust to inspect or receive copies of such books and records.

At The Trust's expense, it may audit the books and records of Grantee relating to this Contract, and Grantee will provide assistance as requested in connection with the audit.

5. **GRANTEE TAX STATUS.** Grantee represents and warrants to The Trust that it is a tax-exempt organization described in § 501(c)(3) of the Code, and believes that it does so qualify, and shall, at all times prior to the complete use of all Grant funds, remain a tax-exempt organization described in § 501(c)(3) Code. Grantee shall immediately notify Grantor in writing if (a) it has any reason to believe that its exemption as an organization described in § 501(c)(3) of the Code is denied, revoked or relinquished.

6. **CHARITABLE SOLICITATIONS ACT.** Grantee represents that it is aware of and in compliance with the Colorado Charitable Solicitations Act governing fundraising in Colorado.

7. **TERMINATION OF THE TRUST'S OBLIGATIONS UNDER THE CONTRACT.** The Trust, at its sole option, may terminate its obligations under this Contract at any time if in The Trust's judgment: (i) Grantee becomes unable to carry out the purposes of the grant, ceases to be an appropriate means of accomplishing the purposes of the Grant, or fails to comply with any of the terms or conditions of this Contract; or (ii) performance of its obligations could subject The Trust to taxes or other payments under Chapter 42 of the Code or to penalties or fines of any kind, or could jeopardize The Trust's tax exempt status or benefits under federal or state law.

   The obligations of the parties that, by their terms, survive termination of this Contract shall survive termination of this Contract.

8. **RETURN OF UNEXPENDED FUNDS.** Any portion of the Grant unexpended at the completion of the Period, or upon the completion of the activities for which the Grant was intended, or upon termination by The Trust of its obligations under this Contract must be repaid to The Trust by Grantee within 30 days of such completion or termination and accompanied by a full and complete accounting. If The Trust's obligations under this Contract have been terminated prior to the end of the Period, The Trust, at its option, may require Grantee to pay interest at 6% on any unexpended Grant funds not returned within 30 days and return all equipment purchased with Grant funds.

9. **CONFIDENTIALITY.** Grantee acknowledges that in the performance of this Agreement**,** Grantee may have access to information that is private or confidential to, or a trade secret of, The Trust. Grantee agrees not to disclose any such information (the "Confidential Information") to any third party without the specific written authorization of The Trust, regardless of the form or format in which, or means by which, Grantee becomes aware of such information. For the purposes of this Agreement, Confidential Information shall not include information that is in the public domain unrelated to actions by Grantee or information that Grantee has obtained in good faith from legal sources other than The Trust.

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Grantee agrees to take whatever measures are reasonably necessary to ensure that the employees, independent contractors and agents of Grantee are personally bound to maintain the Confidential Information in the same manner as Grantee. Grantee agrees that breach of confidentiality would result in irreparable harm to The Trust and all equitable remedies, including injunctive relief and recovery of attorneys' fees, shall be available to The Trust for any breach or threatened breach of confidentiality by or through Grantee.

10. OWNERSHIP OF INTELLECTUAL PROPERTY

a) The Trust shall own all rights, title, and interest in and to the work, products and results created or discovered in the performance of this Agreement (the "Work") and all additions to, deletions from, alterations of, or revisions in, and each part of the Work, and other materials developed or furnished by Grantee in connection with the Grant (collectively, the "Work Product") except for any Pre-Existing Technology (defined below) that is incorporated or used in the Work Product. Grantee shall own all technology and/or methodologies that Grantee has made, conceived or reduced to practice prior to the term of this Agreement, and not under this Agreement (the "Pre-Existing Technology") to the extent Grantee has previously disclosed such technology and/or methodologies to The Trust in writing. Grantee hereby grants to The Trust a non-exclusive, irrevocable license to any Pre-Existing Technology incorporated in, or necessary to practice, any Work Product. Grantee hereby acknowledges and agrees that Grantee's work and services hereunder and all data, information, processes, procedures, techniques, reports, software, inventions or other products created or discovered as a direct or indirect result of the performance of this Agreement, including the Work Product, have been specially ordered or commissioned by The Trust and that the Work Product shall be works made for hire, and The Trust shall own all rights, titles, and interests therein.

b) Grantee represents and warrants that the Work Product provided to The Trust will be Grantee's original work (except for material in the public domain or as to which permission has been obtained from the copyright owner), and that the Work Product will not contain any libelous, injurious or otherwise unlawful material or infringe any statutory or common law copyright, trademark, or patent or otherwise infringe any personal or proprietary right of any person or entity; that all right, title and interest in and to all Work Product and any Pre-Existing Technology, as applicable, is fully assignable or licensable to The Trust.

c) Grantee agrees to keep the Work Product confidential and will not disclose or use any of the Work Product without the prior written consent of The Trust or as expressly otherwise provided in the Scope of Work.

d) Grantee agrees not to use The Trust's name or the names of any of The Trust's products or programs for any purpose, including, but not limited to, advertising or promotional purposes, without the prior written consent of The Trust. If The Trust consents to Grantee's external disclosure of any of the Work Product as set forth in Section 10 c), including by not limited to, books, articles, reports, stories, videos, website postings,

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Grantee shall include prominently in the dissemination or communication, the following acknowledgement: *Funded by The Colorado Trust, a health foundation*.

11. **RESEARCH, EVALUATION AND MONITORING.** The Trust may actively evaluate and monitor the Grant through periodic reporting requirements and site visits. In addition, from time to time The Trust may engage independent consultants or firms to conduct specific evaluation, monitoring or research. Grantee agrees to participate in any research activities requested by The Trust.

12. **APPROVAL OF SUBCONTRACTORS.** Any subcontracts or other agreements for performance of this work by Grantee with another person or entity must be approved in writing by The Trust prior to execution. Such approval by The Trust shall not relieve Grantee of any of its obligations under this Agreement, including the obligation to ensure that such person or entity complies with the terms of this Agreement, and all acts of such person or entity shall be deemed the acts of Grantee. Grantee must furnish a copy of each executed subcontract or agreement to The Trust.

13. **NO ASSIGNMENT.** The Trust and Grantee agree that they are the sole parties to this Contract and no third party shall become a third party beneficiary of this Contract. Grantee may not assign this Contract without the prior written consent of The Trust.

14. **REPRESENTATIONS OF GRANTEE; COMPLIANCE WITH LAWS, RULES AND REGULATIONS; INSURANCE; GOVERNING LAW.** By signing this Contract, Grantee represents that

    a) Grantee is in compliance with and, at all times will continue to be in compliance with, all laws, rules, and regulations of the United States and of the State of Colorado that are applicable to Grantee, including but not limited to: (i) the Code; (ii) Title VI of the Civil Rights Act of 1964; (iii) Title IX of the Education Amendments Act of 1972; (iv) Section 504 of the Rehabilitation Act of 1973; (v) the Age Discrimination Act of 1975; and (vi) the Americans With Disabilities Act of 1990. ***[Grantee may explain in a separate written document the reason(s) it believes it is exempt from compliance with any of these laws and the written explanation will be included as a Special Condition applicable to the Grant]***

    b) Grantee is knowledgeable about the Executive Order 13224 and the USA Patriot Act of 2001 and agrees that no part of the Grant will be expended or re-granted so as to benefit any person or organization with ties to terrorists. In order to serve the due diligence obligations of The Trust, Grantee shall provide a list of proposed recipients of re-granted funds for The Trust's prior approval. When requested, Grantee will provide current information concerning its activities and that of the recipients of any re-granted funds; and

    c) At all times, Grantee will maintain adequate liability insurance covering all of its activities relating to the Grant.

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d) Grantee's representations are true and may be relied upon by The Trust. Grantee will immediately notify The Trust in writing if Grantee fails to comply with any provision of this Contract or if any representation of Grantee is no longer true.

This Agreement shall be construed and enforced according to the laws of the State of Colorado.

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THE COLORADO TRUST

A Health Equity Foundation

Health Equity Advocacy Network Strengthening Grant Program

ORGANIZATION:

Name: **Gunnison County**
(Legal name from IRS Determination Letter)
Tax ID: DUNS Number: 133115220 Employer ID Number: 84-6000770
Also known as or DBA (if applicable):

Address: 225 N. Pine Street, Suite E
City: Gunnison **County:** Gunnison **State:** **CO** **Zip:** 81230
Phone: 970-641-0209 **Fax:** 970-641-8346
Website Address: www.Gunnisoncounty.org
Mailing Address (if different):
City: **County:** **State:** **Zip:**

CONTACT INFORMATION:

Authorized Officer (signatory) Name: Matthew Birnie
Title: Gunnison County Manager
Email Address: Mbirnie@gunnisoncounty.org
Mailing Address (if different): 200 E. Virginia Ave, Gunnison, CO 81230

Primary Contact/Project Lead: Margaret Wacker
Title: WCPHP Coordinator
Phone: 970-641-7913
E-mail Address: mwacker@gunnisoncounty.org
Mailing Address (if different): 225 N. Pine Street, Suite E, Gunnison, CO 81230

Payee Name (if different): Gunnison County
Title:
Phone:
E-mail Address:
Mailing Address (if different):

Name and organization of connecting HEA Cohort member:
Abbie Brewer, Valley Food Partnership

Grant Period: September 1, 2017 – September 30, 2018. All work related to the grant would end on 8/31/18 and the due date for reports and financials will be 9/30/18.

Amount: $10,000

Type of Grant: Project Grant

Payment Terms: $10,000 to be dispersed September 15, 2017

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Grant Narrative:

The West Central Public Health Partnership (WCPHP) consists of the six local public health agencies in health statistic region (HSR) 10 including Delta County, Gunnison County, Hinsdale County, Montrose County, Ouray County and San Miguel County. Today, the WCPHP is working with community stakeholders to complete a regional health assessment and develop a regional public health improvement plan. Through the regional health assessment process, the WCPHP has identified three health priority areas: Behavioral Health, Healthy Eating Active Living, and Healthy Housing. In addition to these three priority areas, our region identified healthy equity as a key element to improving health in the region and the partnership agreed to incorporate health equity as the framework for the health assessment and improvement plan.

SOW

The overall objective of this proposal is to increase the knowledge and understanding of health equity in the six rural and frontier public health agencies that make up the WCPHP in order to increase the capacity of the WCPHP to be regional and local advocates for health equity.

- Goal 1: Train the WCPHP Core Leadership Team on how to advocate for health equity as public health leaders. The WCPHP core leadership team consists of six public health directors, two environmental protection specialists, and one consumer protection specialist.
- Goal 2: Train the WCPHP coordinator, health planner, key staff, and community leaders to be trainers in health equity.
- Goal 3: Incorporate the health equity framework in the regional health assessment and strategies of the regional health improvement plan.

Deliverable:

1. Complete in-person and web-based health equity training by all members of the WCPHP core leadership team.
    a. Select an appropriate in-person training focused on leadership (e.g. Governmental Alliance on Race and Equity).
    b. Schedule in-person training with WCPHP team (November 9th WCPHP quarterly meeting).
    c. Research health equity web content as additional resources.
    d. WCPHP core leadership team is trained in health equity.
2. Complete train-the-trainer workshop by WCPHP coordinator, health planner, key staff, and community leaders.
    a. Select appropriate train-the-trainer course focused on health equity in community discussion and outreach.
    b. Schedule in-person meeting for fall of 2017, prior to regional planning meetings.
    c. WCPHP staff and key community leaders are trained in health equity.
3. Successfully incorporate Health Equity Framework in the WCPHP regional health assessment and regional health improvement plan.
    a. Include description and importance of health equity framework in regional health assessment.
    b. Incorporate existing health equity data with county and regional data in each priority area section in the health assessment.

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   c. Facilitate regional planning meetings with health equity framework following health equity training.
   d. Regional health assessment and improvement plan incorporate health equity framework.
4. Participate in monthly Health Equity Advocacy Team meetings with Valley Food Partnership.

Budget

$10,000. The funding will be used for expenses related to the SOW including:

- In-person training session for WCPHP core leadership team
- Train-the-trainer workshop for WCPHP coordinator, health planner, key staff and community leaders
- Staff time for regional planning meetings with health equity focus
- Travel to trainings and regional planning meetings
- Staff time for creation of regional health assessment document with health equity focus

All work related to the grant would end on 8/31/18 and the due date for reports and financials will be 9/30/18.