AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for County Manager's Signature; Statement

Action Requested: County Manager Signature

Parties to the Agreement: Colorado Department of Public Health and Environment

Term Begins: October 1, 2017 **Term Ends:** 9/30/2018 **Grant Contract #:**

Summary:

$30,000 grant for Gunnison County Health and Human Services on behalf of regional West Central Public Health Partnership for Heath Assessment and Planning. Increase from $25,000 from last year to $30,000 this year.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, considered in the budget process. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/29/2017

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

Comments:
ok db 9/27/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 9/29/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/29/2017

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

Agenda Date: 10/3/2017

Revised April 2015

MATTHEW BIRNIE, COUNTY MANAGER
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STATEMENT OF WORK

I. Entity Name: Gunnison County Department of Health and Human Services

Term: October 1, 2017 – September 30, 2018

II. Project Description:

This project serves to support population health improvement at the regional level by ensuring accomplishment of multi-agency public health assessment and planning. Gunnison County Department of Health and Human Services will serve as the fiscal agent to ensure coordination of collaborative regional public health improvement activities on behalf of the West Central Public Health Partnership representing Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel Counties. Activities are to be carried out in accordance with the 2008 Public Health Act by following guidance outlined in the Colorado Health Assessment and Planning System.

III. Definitions:

West Central Health Partnership: Public health partnership representing Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel Counties with Gunnison County Department of Health and Human Services acting as the fiscal agent.
CHAPS: Colorado Health Assessment and Planning System
OPPI: Office of Planning, Partnership and Improvement
LPHA: Local Public Health Agency

IV. Work Plan:

Goal #1: Enhance the state and local public health infrastructure by ensuring accomplishment of local public health assessment and planning.	
Objective #1: No later than the expiration of this contract, the Contractor shall use these funds to support the next assessment and planning cycle.	
Primary Activity #1	The Contractor shall plan the public health improvement process and engage stakeholders.
Sub-Activities #1	1. The Contractor shall determine a project management leader and team to lead the process and completion of activities. 2. The Contractor shall determine the level of collaboration with regional LPHA partners ranging from coordinated technical assistance to a regional assessment and plan. 3. The Contractor shall re-engage stakeholders and identify new stakeholders to ensure an inclusive community-wide process. 4. The Contractor shall develop a timeline and work plan to carry out the next cycle of activities. 5. The Contractor shall determine resources needed to carry out assessment and planning activities.

Primary Activity #2	The Contractor shall lead the completion of a community health assessment process for the West Central Public Health Partnership.
Sub-Activities #2	1. The Contractor shall use previous community health assessments and identify new and emerging health issues. 2. The Contractor shall ensure that community stakeholders are involved and informed of results throughout the process.
Primary Activity #3	The Contractor shall lead the completion of a capacity assessment process for the West Central Public Health Partnership.
Sub-Activities #3	1. The Contractor shall assess the capacity and performance of the county or district public health system to provide core public health services and/or the ability to address health priorities.
Primary Activity #4	The Contractor shall lead the completion of a prioritization process with community stakeholders to set health and environmental priorities for the subsequent public health improvement plan.
Sub-Activities #4	1. The Contractor shall communicate results of the health and capacity assessments with community stakeholders. 2. The Contractor shall facilitate a prioritization process with stakeholders, and other identified interested parties, to identify priority health issues.
Standards and Requirements	1. The Contractor shall utilize the Colorado Health Assessment and Planning System (CHAPS) guidance as a technical assistance resource for all activities. This information is located on the CDPHE local public health and environmental resources website https://www.colorado.gov/cdphe-lpha and is incorporated and made part of this contract by reference. 2. The Contractor shall ensure integration of health equity and environmental justice by following the Colorado Health Equity Framework and address social determinants of health in the local assessment and planning processes. The Framework document is incorporated and made part of this contract by reference and is available on the CDPHE local public health and environmental resources website https://www.colorado.gov/pacific/cdphe-lpha/steps-phase-iii-conduct-community-health-assessment. 3. The Contractor shall ensure communication with the Office of Planning, Partnerships and Improvement (OPPI) and participate in conference calls and periodic meetings with regional partners as requested by OPPI. 4. The Contractor shall ensure engagement of local and regional stakeholders in both planning and implementation activities to ensure an inclusive, community-wide public health improvement process with representatives from different sectors and health challenges. 5. The Contractor shall meet the minimum requirements set forth in the Colorado Public Health Act and the voluntary Public Health Accreditation Board standards. The Colorado Public Health Act is incorporated and made part of this contract by reference and is available on the CDPHE local public health and environmental resources website https://www.colorado.gov/pacific/cdphe-lpha/administration-and-governance. 6. 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)	Met assessment and planning requirements for the local public health agency according to the Colorado Public Health Act of 2008.	
Measurement of Expected Results	Information provided in the final report with relevant attachments such as work plans, assessments, and prioritization results.	
		Completion Date
Deliverables	The Contractor shall submit a progress report using a template provided by CDPHE via email to the Office of Planning, Partnerships and Improvement Public Health Planner.	No later than April 15, 2018
	The Contractor shall submit a final report using a template provided by CDPHE via email to the Office of Planning, Partnerships and Improvement Public Health Planner.	No later than September 30, 2018

V. Budget:

The Contractor's total award is $30,000 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 (October 2017) and second (April 2018) halves of the federal fiscal year 2018.

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 03/09/2017 $1,929,974.00 federal funds under Notice of Award, hereinafter, number 1 NB01OT009162-01-00. 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 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