AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Approval to Sub

Action Requested: County Manager Signature

Parties to the Agreement: CDPHE

Term Begins: Oct. 1 2018 **Term Ends:** 9/30/2019 **Grant Contract #:**

Summary:

Continuation funding for the West Central Public Health Partnership from CDPHE OPPI for public health assessment, planning and implementation for $30,000.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:
Request for renewal of previous funding source. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/16/2018

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

Comments:
ok db 10/17/18

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 10/17/2018 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/17/2018

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

Agenda Date: 11/6/2018

Revised April 2015

Gunnison County
COLORADO

Gunnison County Administration
Phone: (970) 641–0248 • Fax: (970) 641–3061
www.GunnisonCounty.org

Gunnison County
Department of Health and Human Services
220 N. Spruce St.
Gunnison, CO 81230

Tel: 970-641-0209
Fax: 970-641-8346

STATEMENT OF WORK

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

Term: October 1, 2018 – September 30, 2019

II. Project Description:

This project serves to support population health improvement at the regional level. Gunnison County Department of Health and Human Services shall serve as the fiscal agent and will ensure coordination of the West Central Public Health Partnership on behalf of Delta County Public Health, Gunnison County Department of Health and Human Services, Montrose County Department of Health and Human Services, Silver Thread Health District, Ouray County Public Health Agency, and San Miguel County Department of Health and Environment. 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:

1. Partnership: West Central Public Health Partnership
2. CHAPS: Colorado Health Assessment and Planning System
3. OPPI: Office of Planning, Partnership and Improvement
4. LPHA: Local Public Health Agency
5. PHIP: Public Health Improvement Plan

IV. Work Plan:

Goal #1: Improve population health in Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel Counties by enhancing the state and local public health infrastructure through the coordination of a regional public health partnership.	
Objective #1: No later than the expiration of this contract, the Contractor shall ensure coordination of the West Central Public Health Partnership serving Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel Counties.	
Primary Activity #1	The Contractor shall coordinate Partnership members and activities.
Sub-Activities #1	1. The Contractor shall ensure project management of Partnership leadership, processes and meetings. 2. The Contractor shall complete analysis of Partnership Capacity Assessment on Essential Services. 3. The Contractor shall ensure the maintenance of an infrastructure that ensures coordination and collaboration for public health assessment and planning activities, public health improvement, shared services and communications. 4. The Contractor shall continue to identify and implement best-practices for cross jurisdictional sharing of services, workflow and communications between partnership agencies to address areas of mutual importance.

	5. The Contractor shall ensure identification of Partnership collaboration to improve population health in the region. 6. The Contractor shall communicate with OPPI to explore, assess and evaluate regional partnership and assessment and planning effectiveness and impact in Colorado through progress and final report tools provided by OPPI.
Objective #2: No later than the expiration of this contract, the Contractor shall coordinate the current regional public health assessment and planning process for Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel Counties.	
Primary Activity #2	The Contractor shall implement, promote and monitor the regional public health improvement plan.
Sub-Activities #2	1. The Contractor shall facilitate the implementation of PHIP action plan(s). 2. The Contractor shall train or provide training for regional public health agency directors and staff and potentially to regional stakeholders working on PHIP priority areas. 3. The Contractor shall develop a communications plan for their local community health improvement plan that includes partners and community members that will contribute to PHIP communication efforts. 4. The Contractor shall complete an evaluation plan based on PHIP goals, objectives, and outcomes that includes methods for monitoring and reporting progress of PHIP implementation.
Standards and Requirements	1. The Contractor shall use 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 address health equity and environmental justice by following a framework such as the Bay Area Regional Health Inequities Initiative framework. The framework document is incorporated and made part of this contract by reference and is available here http://barhii.org/framework/. 3. The Contractor shall engage local and regional stakeholders to ensure an inclusive, community and region wide public health improvement process with representatives from different sectors and health topics. 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. Office of Planning, Partnership and Improvement will provide a mid-year progress report and a final report form via email to collect measurement data. 7. 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. OPPI will send notification when updates are made.
Expected Results of Activity(s)	1. Coordination of the West Central Public Health Partnership. 2. Completion of a public health improvement plan that has met assessment and planning requirements for the local public health agency according to the Colorado Public Health Act of 2008.

Measurement of Expected Results	Evaluation of information provided in the mid-year progress and final reports.	
		Completion Date
Deliverables	The Contractor shall submit a progress report using a form provided by OPPI to the OPPI Public Health Planner via email.	No later than April 26, 2019
	The Contractor shall submit a final report using a form provided by OPPI to the OPPI Public Health Planner via email.	No later than September 15, 2019

V. Budget:

The Contractor's total award is $30,000.

Payment of ½ the total amount will be distributed in the first (October 2018) and second (April 2019) halves of the federal fiscal year 2019.

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 08/31/2018 $2,081,320.00 federal funds under Notice of Award, hereinafter, number 1 NB01OT009231-01-00. The Purchase Order contains federal funds under CFDA number 93.991 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).

VII. **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.

VIII. **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.

IX. **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.

Matthew Birnie, Gunnison County Manager

Contractor Name (Print) and Title

Contractor Signature

Date

STATE OF COLORADO
Department of Public Health and Environment

ORDER
Number: PO FAAA 201800005865
Date: 10/19/17
Description:
FAAA, 9020, CHAPS FY18 Gunnison
Effective Date: 10/19/17 Expiration Date: 09/30/18

BUYER
Buyer:
Email:

VENDOR
GUNNISON COUNTY
225 N PINE STREET
GUNNISON, CO 81230

Contact: Matthew Birnie
Phone: 970 641 0248

**** IMPORTANT ****
The order number and line number must appear on all invoices, packing slips, cartons and correspondence

BILL TO
DIVISION OF ADMINISTRATION C-1
4300 CHERRY CREEK DRIVE SOUTH
DENVER, CO 80246-1530

SHIP TO
DIVISION OF ADMINISTRATION C-1
4300 CHERRY CREEK DRIVE SOUTH
DENVER, CO 80246-1530

SHIPPING INSTRUCTIONS
Delivery/Install Date: 09/30/18
F.O.B: FOB Dest, Freight Prepaid
VENDOR INSTRUCTIONS:

EXTENDED DESCRIPTION
FAAA, 9020, CHAPS FY18 Gunnison

This PO contains Federal Funds. The incorporated Federal Provisions apply to this purchase.

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	0.00	$30,000.00	☐

Description: FAAA, 9020, CHAPS FY18 Gunnison

FAAA, 9020, CHAPS FY18 Gunnison

Service From: 10/19/17 Service To: 09/30/18

TERMS AND CONDITIONS
https://www.colorado.gov/osc/purchase-order-terms-conditions

DOCUMENT TOTAL = $30,000.00