AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: CDPHE OPPI Contract; WCPHP

Action Requested: County Manager Signature

Parties to the Agreement: CDPHE

Term Begins: October 1, 2019 **Term Ends:** 9/30/2020 **Grant Contract #:**

Summary:

Continuation funding of $30,000 for Gunnison County HHS on behalf of the West Central Public Health Partnership.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, included in budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/10/2019

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

Comments:
ok db 9/11/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 9/12/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/12/2019

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

Agenda Date: 9/17/2019

Revised April 2015

STATEMENT OF WORK

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

II. Project Description: This project serves to build local public health capacity across the state by aligning strategic, cross-jurisdictional local public health agency partnerships with the updated Colorado Core Public Health Services and Capabilities model. The updated Colorado Core Public Health Services and Capabilities model is a framework used to modernize government public health to meet a growing population and address complex public health needs. This project will implement a work plan to coordinate LPHA cross-jurisdictional sharing activities and partnership activities for West Central Public Health Partnership on behalf of Gunnison County Department of Health and Human Services, Delta County Health Department, Montrose County Department of Health and Human Services, San Miguel County Department of Health and Environment, Ouray County Public Health Agency and Silver Thread Public Health District on behalf of Hinsdale County. The implementation, monitoring and evaluation of strategic and cross-jurisdictional partnerships and outcomes will increase efficiency and effectiveness of Colorado's public health system.

III. Definitions:

1. West Central Public Health Partnership on behalf of Gunnison County Department of Health and Human Services, Delta County Health Department, Montrose County Department of Health and Human Services, San Miguel County Department of Health and Environment, Ouray County Public Health Agency and Silver Thread Public Health District on behalf of Hinsdale County
2. LPHA: local public health agency
3. CDPHE: Colorado Department of Public Health and Environment
4. CHAPS: Colorado Health Assessment and Planning System
5. OPPI: Office of Planning, Partnership and Improvement

IV. Work Plan:

Goal #1: Increase efficiency and effectiveness of Colorado's public health system through increasing local public health agency capacity to implement, monitor and evaluate strategic, cross-jurisdictional local public health agency partnerships.	
Objective #1: No later than the expiration date of this contract, the Contractor shall coordinate West Central Public Health Partnership on behalf of Gunnison County Department of Health and Human Services, Delta County Health Department, Montrose County Department of Health and Human Services, San Miguel County Department of Health and Environment, Ouray County Public Health Agency and Silver Thread Public Health District on behalf of Hinsdale County to build partnership capacity through the completion of a regional project(s).	
Primary Activity #1	The Contractor shall prepare a partnership work plan.
Sub-Activities #1	1. The Contractor shall prepare a partnership work plan with all partnership members. 2. The Contractor shall use the CDPHE CHAPS website for assessment and planning guidance. 3. The Contractor shall attend at least one (1) phone call with OPPI.
Primary Activity #2	The Contractor shall implement the work plan.
Sub-Activities #2	1. The Contractor shall coordinate the partnership members to implement the work plan.

	2. The Contractor shall monitor the work plan once implemented.
Primary Activity #3	The Contractor shall prepare reports.
Sub-Activities #3	1. The Contractor shall prepare a first quarter progress report. 2. The Contractor shall prepare a final report.
Standards and Requirements	1. 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. 2. The partnership work plan shall be aligned with the Colorado Core Public Health Services model. This model is incorporated and made a part of this contract by reference and is available at the following website: https://drive.google.com/file/d/1pk4id8GIKChw3HoyOwgMDy6Yb5VvAtri/view?usp=sharing. 3. The Colorado Core Public Health Services rule 6 CCR 1014-7, Core Public Health Services, effective January 1, 2020 is incorporated and made a part of this contract by reference and is available at the following website: https://www.sos.state.co.us/CCR/eDocketDetails.do?trackingNum=2019-00101. 4. 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 a part of this contract by reference and is available at the following website found at Section 25-1-505 CRS et seq. Title 25 - Public Health and Environment - Article I: Administration - Part 5 Public Health Act - Subpart 2 Public Health Plans: Act) https://advance.lexis.com/container/?pdmfid=1000516&crid=ce3c1f07-423b-4cb6-b85d-e044d3df3322&func=LN.Advance.ContentView.getFullToc&nodeid=AAZAABAABAAF&typeofentry=Breadcrumb&config=0345494EJAA5ZjE0MDIyYy1kNzZkLTRkNzktYTkxMS04YmJhNjBlNWUwYzYKAFBvZENhdGFsb2e4CaPI4cak6laXLCWyLBO9&action=publictoc&pddocfullpath=%2fshared%2fdocument%2fstatutes-legislation%2furn%3acontentItem%3a5TYF-BMJ0-004D-1233-00008-00&pdtocfullpath=%2fshared%2ftableofcontents%2furn%3acontentItem%3a8001-T0H0-Y905-54R2-00008-00&ecomp=bgqfkkk&prid=bfdefa9a-646d-4963-ae3f-57da52203d6e 5. The Contractor shall use the Colorado Health Assessment and Planning System (CHAPS) guidance as a technical assistance resource for assessment and planning related activities. This document is incorporated and made a part of this contract by reference and is available at the following website: https://www.colorado.gov/pacific/cdphe-lpha/chaps 6. OPPI will provide technical assistance to the Contractor within five (5) business days of receipt of a question. 7. OPPI will provide the work plan template no later than thirty (30) days after contract execution. 8. The work plan shall include the following: a. Partnership coordination activities. b. Funding distribution to partnership members. c. Regional project goals. d. Regional project objectives. e. Regional project activities. f. FPHS Partnership Capability related performance measures. g. Partnership capacity building performance measures. h. Equity specific performance measures.

	i. Work plan evaluation measures. 9. OPPI will schedule the phone call with the Contractor no later than fourteen (14) days before the phone call. 10. OPPI will provide the first quarter progress report template no later than three (3) months after contract execution. 11. The reports shall include input from all partnership member agencies . 12. OPPI will provide the final report template no later than thirty (30) days before the end of the contract. 13. The Contractor shall update the work plan if proposed outcomes and performance measures are not being met. 14. If the Contractor updates the work plan then the Contractor shall submit the revised work plan no later than seven (7) days after the work plan has been updated.
Expected Results of Activity(s)	1. Increased capacity in the coordination and implementation of a local public health agency, cross-jurisdictional partnership. 2. Increase alignment between local public health agency cross-jurisdictional partnerships and projects with the new Colorado Public Health Services and Capabilities model. 3. More efficient and effective delivery of core public health services across multiple jurisdictions that may not occur without the work of the West Central Public Health Partnership.
Measurement of Expected Results	VII. Number of completed work plan activities. VIII. Number of performance measures met in work plan. IX. Number of work plan activities that align with the Colorado Core Public Health Capability Partnership operational definitions. X. Final report's answer around the perception of capacity change due to implementation of partnership work plan.

		Completion Date
Deliverables	1. The Contractor shall submit the partnership work plan via email to the OPPI public health and planning specialist.	No later than 12/1/2019.
	2. The Contractor shall attend one (1) phone call scheduled with OPPI staff.	No later than 1/2/2020.
	3. The Contractor shall submit the first quarter progress report using a template provided by OPPI.	No later than four (4) months after contract execution.
	4. The Contractor shall submit the final report using a template provided by OPPI.	No later than thirty days before the end date of the contract.

V. Budget:

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

Payment of ½ the total amount will be distributed in the first (October 2019) and second (April 2020) halves of the federal fiscal year 2020.

VI. <u>ADDITIONAL PROVISIONS</u> – FEDERAL FUNDS

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 provisions, "Contractor" and "Vendor" shall have the same meaning. Contractor and/or Vendor – any party to which a Purchase Order is issued.

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 08/31/2019 $2,081,320.00 federal funds under Notice of Cooperative Agreement Award, hereinafter "NCAA", number **01 NB01OT00923-01-00.** The Purchase Order contains federal funds under CFDA number *93.991* and incorporates the following additional provisions for federal awards

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. ENTIRE AGREEMENT

These Provisions together with the Purchase Order constitute the entire agreement between the parties, and supersedes all prior proposals, agreements or other communications between the parties.

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