AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agrmt; Delta Dental

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Integrative Dentistry

Term Begins: January 1, 2020 **Term Ends:** 12/14/2020 **Grant Contract #:**

Summary:

New contract for doing dental screenings in schools for Health and Human Services Delta Dental Grant.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, included in the 2020 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 3/13/2020

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

Comments:
ok db 3/6/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 3/6/2020 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\emense Discharge Date: 3/13/2020

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

Agenda Date: 3/17/2020

Revised April 2015

DELTA DENTAL OF COLORADO FOUNDATION
GRANT AGREEMENT

Grantor
Delta Dental of Colorado Foundation
4582 S. Ulster St., Suite 800
Denver, CO 80237

Grantee
GUNNISON COUNTY
220 N. Spruce
Gunnison, CO 81230

Title (Program): Dental Coordination Project

Program Director: Ellen Pedersen, Family Health Coordinator

Phone Number: 970-641-7999

Grant Period: 12/15/2018 - 12/14/2021

Amount of Grant: $110,813.00

Purpose of Grant: Support for personnel and programmatic expenses for the Gunnison Dental Initiative and Gunnison Prenatal Program and additional oral health education and services for the County's children.

Terms of Payments: The Grant will not be funded until the Grantee signs and returns to Grantor this Agreement. If Grantee does not return the signed Agreement to Grantor by 12/15/2018, this Agreement shall be null and void and the Grant request shall be deemed denied by Grantor.

Funding and Requirements Schedule

Requirement Due Date	Requirement	Payment Amount	Approximate Payment Schedule
12/15/2018	Signed Grant Agreement	$32,514.00	12/15/2018
11/15/2019	Interim Report	$38,422.00	12/15/2019
11/15/2020	Interim Report	$39,877.00	12/15/2020
11/15/2021	Final Report	$0.00	

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

Conditions: Year two and three funding are contingent upon submission and satisfactory review of annual, interim reports.

Grantee Intended Outcomes:

- Continue Gunnison Dental Initiative's operations with the goal to improve the "no show" rate, increase provider participation, and provide robust follow up protocol to improve patient progress.
- Add a dental component to the Gunnison Prenatal Program by recruiting local dental providers to participate.
- Provide oral health screenings and fluoride varnish application for children.

The documents which comprise this Agreement are (i) the Title Page, (ii) the General Conditions attached hereto, (iii) the Special Conditions which may be attached hereto, (iv) the Proposal, (v) Grantee Receipt, and (vi) all amendments, supplements and extensions to any of the foregoing when approved in writing by Grantor and Grantee. Capitalized terms used in this Agreement are defined in the General Conditions. In the event of a conflict between these documents, the General Conditions attached hereto shall control.

The terms and conditions of this Agreement are hereby accepted and agreed to by the undersigned Grantor and Grantee, the same to become binding upon the Effective Date hereinafter stated.

This Agreement may be executed in counterparts, each of which will constitute an original and all of which will constitute one agreement. Electronic signatures, once exchanged, will have the same binding as original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement.

DELTA DENTAL OF COLORADO FOUNDATION

As Grantor

By:
Allison K. Cusick
Allison Cusick, MPA
Executive Director

EFFECTIVE DATE: 11/29/2018
(Date of signing by Grantor)

GUNNISON COUNTY

As Grantee

By:
Joni Reynolds
Authorized Officer
Joni Reynolds, Executive Director Gunnison County Health & Human Services

Date of signing by Grantee: 12/04/2018

Attachments:

- General Conditions: Yes
- Special Conditions: Yes

GENERAL CONDITIONS:

1. Definitions. Unless otherwise defined in this Agreement, capitalized terms used herein shall have the following meanings:

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

"Agreement" means this Grant Agreement, including (i) the Title Page, (ii) these General Conditions, (iii) any Special Conditions which may be attached to this Agreement, (iv) the Grant Proposal, and (v) all amendments, supplements and extensions to any of the foregoing when approved in writing by Grantor.

"Effective Date" means the date upon which the Grantor shall have signed this Agreement.

"Grant" means the amount of the Grant specified on the Title Page.

"Grantee" means the governmental agency or nonprofit organization identified as Grantee on the Title Page.

"Grantor" means The Delta Dental of Colorado Foundation, a Colorado nonprofit corporation under 501(c)(3) of the Code.

"Grantee Receipt" means the document signed by an authorized officer of the Grantee acknowledging receipt of and agreement with all of the documents comprising this Agreement.

"Period" means the Period specified on the Title Page and during which time this Agreement is to be performed by Grantor and Grantee.

"Proposal" means the written proposal submitted by Grantee and accepted by Grantor as the basis for its undertaking set forth in this Agreement, including all modifications expressly accepted by Grantor, and all representations therein made by Grantee and all supporting documentation, all of which matters are on file with.

"Title Page" means the page(s) of this Agreement entitled "Grant Agreement" and bearing the signatures of the designated representatives of Grantor and Grantee authorized to legally bind their organizations.

2. Purpose and Administration. The Grant shall be used exclusively for the purposes specified in the Proposal. Grantee will directly administer the program being supported by the Grant and agrees that no Grant funds shall be disbursed to any individual, organization or entity other than as specifically set forth in the Proposal or as may hereinafter be permitted by prior written authorization of Grantor. In carrying out this Agreement, Grantee shall not represent itself in any other capacity than that of a Grantee of Grantor. It shall not at any time characterize itself as an "employee" or "agent" of Grantor. Grantee shall not use any portion of the Grant to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive.

3. Accounting and Audit. Grantee shall keep a systematic record on a fund accounting basis of the receipt and disbursement of funds and expenditures incurred under the terms of this Agreement, and the substantiating documents (such as bills, invoices, canceled checks, receipts, etc.) shall be retained in Grantee's files for a period of not less than three (3) years after expiration of the Period. Grantee agrees to promptly furnish copies of such documents upon request from Grantor.

Grantee will provide to the Grantor an Annual Report and Audited Financial Statements at the

end of Grantee's current fiscal year. Grantee agrees to make available its financial books and records to Grantor at all reasonable times.

Grantor, at its expense, may audit or have audited the books and records of Grantee insofar as they relate to the use and expenditure of the Grant by Grantee, and Grantee shall provide all necessary assistance in connection therewith. Grantee will provide promptly any information, reports or documents Grantor may request and will allow the Grantor and its representatives to have reasonable access during regular business hours to files, records, accounts or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications or program evaluations as may be deemed necessary by Grantor.

4. Grantee Tax Status. Grantee represents that:

a. Grantee is:

(i)a non-profit organization recognized by the Internal Revenue Service ("IRS") as a charitable organization described in Sections 501(c)(3) of the Internal Revenue Code of 1986 as amended (the "Code") and as a public charity described in Section 509(a)(1) or (2) of the Code or in Section 509(a)(3) of the Code if it is a Type I, Type II or Type III functionally integrated supporting organization as described in Section 4943(f)(5)(B) of the Code; or (ii) where indicated in the grant application, as an organization recognized by the IRS as organization of the type described in 501(c) (4) of the Code but only if the Grant will be used for charitable purposes within it the meaning of Section 501(c) (3) of the Code and the Grantee agrees to comply with all requirements of the expenditure responsibility rules of Section 4945 of the Code.

b. Such tax-exempt status under Sections 501(c) (3) and 509(a) (1), (2), or (3) of the Code (or Section 501(c) (4) of the Code, if applicable) has not changed since the issuance of the IRS determination letter that the Grantee provided to Grantor in its grant application.

c. There is no issue presently before any office of the IRS concerning any proposed changes in its tax-exempt status under Sections 501(c) (3) and (509)(a)(1), (2), or (3) of the Code (or under Section 501(c) (4) of the Code, if applicable).

d. Grantee is duly formed, validly existing and in good standing with the state of Colorado with all corporate power, authority, and permits necessary to carry on the activity for which the Grant is being made.

e. Grantee will provide current and appropriate documentation if it is a government supported agency, such as school, museum, library or government agency or department.

f. Grantee will provide Grantor with immediate written notification of any challenges to or changes in Grantee's tax-exempt status.

It is expressly agreed that any change in Grantee's tax status or any use by Grantee of the Grant proceeds for any purpose other than those specified in this Agreement or Section 170(c) (2) (B) of the Code will effect an automatic termination of the obligation of Grantor to make further payments under this Agreement and may establish cause for Grantor to recoup funds improperly expended in addition to other rights set forth in paragraph 7 below.

5. Expenditure of funds. This grant is made for the purpose outlined in the grant award letter and may not be expended for any other purpose without Grantor written approval. You may not expend the proceeds of this grant for any political activity or for any other purpose that is not charitable, educational, scientific, or

literary as described in Section 170(c) (2) (B) of Internal Revenue code.

6. Return of Unexpended Funds. Any portion of the Grant unexpended at the completion of or at the expiration of the Period shall be returned to Grantor within 30 days after such completion or expiration.

7. Termination; Return of Grant. Grantor, at its sole option, may terminate this Agreement at any time prior to the expiration of the Period if (i) Grantee ceases to be an exempt organization under Section 501(c)(3) or 501 (c) (4) of the Code, or (ii) in Grantor's judgment, 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 Agreement.

If this Agreement is so terminated, Grantee shall, within 30 days of the effective date of termination, repay to Grantor all unexpended Grant funds. Grantee shall provide to Grantor a full and complete accounting of all receipts and disbursements of funds and expenditures incurred under this Agreement through the date of repayment to Grantor. Grantor shall have the right to demand that all unexpended Grant funds be repaid. If this Agreement is terminated prior to the end of the Period, Grantor, at its option, may request return of all equipment purchased with Grant funds and/or proceeds from sale of such equipment or property. This right is in addition to those set forth in paragraph 5 for improper use of funds.

8. Limitation, Changes. It is expressly understood that Grantor by making the Grant has no obligation to provide other or additional support to Grantee for purposes of the Grant or for any other purpose. Any changes, additions or deletions to the conditions of this Agreement must be made in writing only and must be jointly approved by Grantor and Grantee. Grants awarded by Grantor are based upon representations made by the Grantee and may be adjusted, in the sole discretion of Grantor, in the event that circumstances establish that those representations are no longer valid. Grantee agrees to notify Grantor in the event that its circumstances, to include but not limited to, expenditure rate varies significantly from what it proposed. Grantor agrees to notify Grantee in a timely manner should the funding be adjusted due to a real or perceived circumstance change.

9. Confidentiality. It is recognized that in the course of carrying out this Agreement, Grantor may choose to disclose to Grantee certain information that it regards to be confidential, privileged, or sensitive, and likewise, Grantee may choose to disclose to Grantor certain information that Grantee regards to be confidential, privileged or sensitive. Both Grantee and Grantor share a confidence in the other that the highest standard of care and the utmost discretion shall be exercised in disclosing to any other person such confidential, privileged or sensitive information. If the Grantee or Grantor request the other not to disclose such information to any one, such request shall be respected and honored by the other. The parties shall not share third-party proprietary information without the express knowledge and consent of that third-party. The parties agree to comply with all federal, state, and local laws and regulations pertaining to the protection of individual privacy.

10. Research, Evaluation and Monitoring. Grantor will actively evaluate and monitor grants through periodic reporting requirement and site visits. Grantor has engaged the Colorado Health Institute to conduct specific evaluation activities for this grant-making cycle including grantee calls. Grantee, as a condition to accepting the Grant, agrees to participate in any research, evaluation and monitoring activities requested by the Colorado Health Institute. These activities will include a brief online survey, technical assistance calls as needed, and using a reporting tool to share program progress, challenges, and accomplishments. Grantor may host in-person or web-enabled learning sessions with grantees during the grant period based on grantee feedback and interest. Participation in these sessions will be expected.

11. Grantor's Obligation to Third Parties. As used in this paragraph "third parties" shall include personnel hired by Grantee in an employer/employee relationship and individuals or firms engaged by Grantee as independent contractors to assist Grantee in carrying out its obligations under this Agreement. The employment or engagement of third parties is referred to in this paragraph as "engagement." If Grantee elects to engage third parties for such purpose, Grantee agrees:

(a) To notify all such third parties that their engagement is subject to all terms and conditions of this Agreement;

(b) That Grantor's acceptance of the Proposal, or any part thereof (including amounts budgeted for third parties), shall not constitute a ratification nor approval of Grantee's engagement of any third party. Accordingly, Grantor shall have no obligation to any such third party;

(c) That the following language shall be included in any written agreement between Grantee and any third party:

"_____[1] does hereby acknowledge that _____[1] has been notified that the employment/engagement provided for in this agreement is subject to all the terms and conditions of a Grant Agreement with Delta Dental of Colorado Foundation ("DDCOF"). _____[1] particularly understands that DDCOF has the right to terminate the Grant Agreement and discontinue funding. _____[1] further agrees that DDCOF has no obligation whatsoever to _____[1] for any monies payable to _ JR_[2] under the Grant Agreement nor under this agreement and _____[1] agrees to look solely to _JR_[2] for payment of any claims _____[1] may have under this agreement. _____[1] agrees that it is not an employee or agent of DDCOF" [**1** insert name of the party with whom Grantee is entering into an employment or independent contractor agreement; **2** insert the name of Grantee];

(d) That the failure of Grantee to include the above quoted language in its written agreements with third parties shall entitle Grantor to suspend future payments under this Agreement until such time as Grantee has obtained the requisite agreement of third parties;

(e) Grantor and Grantee agree that they are the sole parties to the Grant Agreement and Grantor and Grantee agree that the Grantee shall not assign this Grant Agreement without the prior written consent of Grantor, and further they agree that no third party shall become a third party beneficiary of this Grant Agreement; and

(f) To, the extent permitted by Colorado law, indemnify and hold harmless Grantor from any and all claims of third parties arising in Agreement or tort which may arise as a result of

this Grant Agreement or the termination of Grantee's agreement with any third party.

12. Public Announcements. Unless otherwise directed by Grantor, the Grantee will clearly and accurately identify Grantor's funding participation in all subsequent public relations, news features, publications or other media information related to the purpose(s) for which the grant was provided.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made effective the 1 day of January, 2020, is by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Ave., Gunnison, Colorado 81230 ("Gunnison County") and Integrative Dentistry ("Provider") whose address is 525 Red Lady Ave #142, Crested Butte, Colorado 81224.

RECITALS.

Provider desires to provide services on behalf of the Gunnison County Department of Health and Human Services to children and prenatal women in Gunnison County to promote dental health and wellness ("Services"). Gunnison County desires to engage Provider to provide Services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. TERM.

The term of this Agreement shall commence on the effective date, January 1, 2020, and shall terminate when the scope of services is complete, but no later than December 14, 2020 ("Term"), unless sooner terminated or replaced as provided herein.

2. SCOPE OF SERVICES.

Service Provider shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Exhibit A, attached hereto and incorporated herein by this reference. All Services shall be performed in a

Provider agrees that at all times during the Term of this Agreement that the Provider shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Service Provider will provide insurance certificates to Gunnison County listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

(a) Professional Services Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000.00).

(b) Comprehensive Automobile Liability Insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000.00) for any injury to two or more persons in any single occurrence.

7. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Provider shall be entitled to compensation for Services performed prior to the date of termination.

8. DELEGATION AND ASSIGNMENT.

This is a professional services contract with Provider and, therefore, Provider shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County, which consent Gunnison County may withhold in its sole discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

(a) In carrying out its obligations and activities under this Agreement, Service Provider is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Service Provider does not have any authority to bind Gunnison County in any manner whatsoever.

(b) Service Provider acknowledges and agrees that Service Provider is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Service Provider is obligated to pay federal and state income tax on any moneys paid it related to the Services.

11. CRIMINAL BACKGROUND CHECK.

(a) Prior to any Services being performed, Service Provider must complete a background check with Health and Human Services or conduct a fingerprint based criminal background check through the Colorado Bureau of Investigation, pursuant to C.R.S. §27-90-111. A copy of the criminal background check shall be provided to Gunnison County prior to any Services being performed. Upon notification to Gunnison County that the Service Provider has received a conviction for any of the disqualifying offenses described in paragraph (b) or (c) of subsection (9), C.R.S. §27-90-111, the Service Provider's position with Gunnison County shall be terminated.

(b) Service Provider agrees to comply with the provisions of C.R.S. §27-90-111, et al, throughout the Term of this Agreement, which provides, in relevant part, as follows:

1. Provider shall submit to a criminal background check as described in subsection (4) of C.R.S. § 27-90-111 for state employees;

2. Provider shall report any arrests, charges or summonses for any of the disqualifying offenses specified in paragraph (b) or (c) of subsection (9) of C.R.S.§ 27-90-111 to the County before returning to work.

EXHIBIT A

SCOPE OF SERVICES

Provider shall perform and provide the following services:

RESPONSIBILITIES OF Integrative Dentistry:

To offer children's dental screenings, fluoride varnish, and education at community sites.

1. Schedule and perform dental screenings at sites.
2. Collect consent forms and collect demographic information on each child using form provided by Gunnison County.
3. Provide education, screening, and fluoride varnish for each participating child.
4. Provide results of screenings (Minimal, Moderate, Severe) to child's parent as well as to Gunnison County.
5. Provide an invoice to Gunnison County on letterhead by the first Friday of the month following services.
6. Maintain client confidentiality in accordance with Gunnison County Privacy Policy and HIPPA.

RESPONSIBILITIES OF GUNNISON COUNTY:

1. Provide demographic form for use in program.
2. Communicate with Provider as much as necessary to assure optimal service to the client.
3. Reimburse Provider within 6 weeks following invoice.
4. Follow up with children with moderate or severe results.

EXHIBIT B

Description of Fees

Reimbursement will be at the following rates:

Dental Hygienist: $35/hour
Administrative Support: $25/hour

Each site visit for screenings will not exceed $500/visit.

Total cost for staff providing screening clinics should not exceed $4,000.00 without prior approval of Matthew Birnie, Gunnison County Manager

construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

15. ENTIRE AGREEMENT.

This Agreement contains the entire Agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____

Jonathan Houck, Chairperson

ATTEST:

_____

Deputy County Clerk

INTEGRATIVE DENTISTRY

By: Roxanne C Siegrist

Dr. Roxanne Siegrist