AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: CO Health Foundation Contract

Action Requested: County Manager Signature

Parties to the Agreement: Colorado Health Foundation

Term Begins: 9/15/2020 or upon sig **Term Ends:** 9/14/2023 **Grant Contract #:** G-18075

Summary:

New grant with CHF and HHS on behalf of Early Childhood Council for $54,813 over 3 years. Addresses Family Friend Neighbor Care supports.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, is considered in the 2021 budget preparation. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/18/2020

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

Comments:

Reveiwed by: Discharge Date: 9/18/2020 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/18/2020

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

Agenda Date: 10/6/2020

Revised April 2015

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The Colorado Health Foundation™

GENERAL, GRANTS TERMS, CONDITIONS, AND UNDERSTANDINGS

Title of Project:
Gunnison-Hinsdale Early Childhood Council (GHECC) Family, Friend, and Neighbor Care Project
Grant ID# 18075

Purpose of Project:
Connect current and potential Family, Friend, and Neighbor (FFN) care providers to community resources and provide them with professional development opportunities to increase the quality of care they provide to the young children and families in the communities that we serve.

Grantee Organization (Fiscal Sponsor):	**Checks to be Made Payable to:**
Gunnison County 200 E. Virginia Avenue Gunnison, CO 81230	Gunnison County 200 E. Virginia Avenue Gunnison, CO 81230 Tax Identification Number: 84-6000077

Recommended Project of Gunnison County:

Gunnison-Hinsdale Early Childhood Council
220 N. Spruce
Gunnison, CO 81230

Amount of Grant Awarded:	**Period for Which Support is Granted:**
$54,813 over a 36-month period	*From* September 15, 2020 *Through* September 14, 2023

Contingencies, if any:

Special Provisions, if any:
The grantee will participate as requested in the evaluation of CHF's Family, Friend, and Neighbor Caregiver Supports funding opportunity.

Expected Intermediate Milestones:

Year One

- Conduct community survey and FFN focus groups to better understand opportunity
- Offer ongoing bi-monthly educational sessions to improve FFN's capacity to incorporate Social-Emotional Learning. Report on topics covered and number of FFN providers reached (anticipate reaching 30-40 FFN providers each year).
- Host Nurturing the Young Child Conference for area Early Child care providers. Ensure curriculum and outreach is relevant for FFN providers.
- Report on any additional efforts to serve FFN providers including collaboration with Mountain Roots, deployment of Love and Logic and/or Nurturing Parenting Program, or offering Expanding Quality in Infant and Toddler Care Course

Year Two

- Offer ongoing bi-monthly educational sessions to improve FFN's capacity to incorporate Social-Emotional Learning. Report on topics covered and number of FFN providers reached (anticipate reaching 30-40 FFN providers each year).
- Host Nurturing the Young Child Conference for area Early Child care providers. Ensure curriculum and outreach is relevant for FFN providers.
- Report on any additional efforts to serve FFN providers including collaboration with Mountain Roots, deployment of Love and Logic and/or Nurturing Parenting Program, or offering Expanding Quality in Infant and Toddler Care Course

Year Three

- Offer ongoing bi-monthly educational sessions to improve FFN's capacity to incorporate Social-Emotional Learning. Report on topics covered and number of FFN providers reached (anticipate reaching 30-40 FFN providers each year).
- Host Nurturing the Young Child Conference for area Early Child care providers. Ensure curriculum and outreach is relevant for FFN providers.
- Report on any additional efforts to serve FFN providers including collaboration with Mountain Roots, deployment of Love and Logic and/or Nurturing Parenting Program, or offering Expanding Quality in Infant and Toddler Care Course

Intended Measurable Reach to be Reported on the Anticipated Number Served, if any:

Year 1 Anticipated Number Served: 30
Year 2 Anticipated Number Served: 30
Year 3 Anticipated Number Served: 40

Payment and Requirement Schedule

Requirement Due Date	Requirement	Payment Amount	Approximate Payment Schedule
September 17, 2020	Executed Agreement	$17,600	September 24, 2020
September 15, 2021	Progress Report 1	$18,260	October 28, 2021
September 15, 2022	Progress Report 2	$18,953	October 27, 2022
October 15, 2023	Final Report		

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

The Foundation uses an online system to receive reports and other requirements. Please visit www.coloradohealth.org for more information

***Project Contact** (please correct the information below if necessary)	****Grantee Organization Primary Signatory** (please correct the information below if necessary)
Mrs. Lana Athey GHECC Co-Coordinator Gunnison-Hinsdale Early Childhood Council 220 N. Spruce Gunnison, CO 81230	Mr. Matthew Birnie County Manager Gunnison County 200 East Virginia Avenue Gunnison, CO 81230

*The project contact is the individual directly responsible for developing the proposed activity, its implementation, and day-to-day direct supervision of the project. The email associated with the project contact will be added to the Foundation's email distribution list upon grant approval. To opt out of the email distribution list please notify the Foundation by emailing grants@coloradohealth.org.
**The organization primary signatory is the CEO/Executive Director of the grantee organization (fiscal sponsor).

The Colorado Health Foundation is awarding this Grant to the above named organization ("Grantee") and Grantee agrees to, the following:

1. Tax Exempt Status, Grantee represents that:
   a. To provide current and appropriate documentation if organization is a government supported agency, such as school, museum, library or government agency or department.
   b. To provide The Colorado Health Foundation with immediate written notification of any changes in the organization's tax-exempt status.
   c. Grantee is serving as the fiscal sponsor for Gunnison-Hinsdale Early Childhood Council regarding the Grant and Gunnison-Hinsdale Early Childhood Council will be carrying out the activities in fulfillment of the Purpose of the Grant, as will be overseen and monitored by Grantee.

2. Expenditure of Funds
   This Agreement (together with any income earned upon investment of Grant funds) is made for the purpose outlined herein and may not be expended for any other purpose without The Colorado Health Foundation's prior written approval. If the Grant is intended to support a specific project or for a specific period, any portion of the Grant unexpended at the completion of the project or the end of the period specified above on Page 1 (the "Grant Period") shall be returned immediately to The Colorado Health Foundation. With prior written approval from The Colorado Health Foundation the Grant Period may be extended in order to reach the anticipated outcomes. Requests should be submitted using the form and instructions found at www.ColoradoHealth.org in the "For Grantees" section.

3. Prohibited Use of Funds
   Grantee will not permit any Grant funds or income derived from such funds to be used for "political expenditures" as defined in Section 4955 of the Code, including but not limited to participation or intervention in a political campaign for a public office.

   This grant is not in any way earmarked to support or carry on any lobbying or voter registration drive. Grantee intends to expend at least the amount of this grant on project non-lobbying and non-voter registration activities in Grantee's current fiscal year.

   Grantee represents that it is knowledgeable about Executive Order 13224 and the USA Patriot Act of 2001 and Grantee will not permit any Grant funds or income derived from such funds to be expended or re-granted so as to benefit any person or organization with ties to terrorists.

4. Anti-Discrimination Expectations
Grantee will not willfully discriminate against a particular class of individuals and will abide by all applicable local, state, and federal anti-discrimination laws in hiring, employment practices and when providing services.

5. No Assignment or Delegation
Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without the prior written approval of The Colorado Health Foundation.

6. Records and Reports
Grantee must keep a record of all receipts and expenditures relating to this Agreement and to provide The Colorado Health Foundation with a written report summarizing the project promptly following the end of the Grant Period. The Colorado Health Foundation may also require interim reports. Grantee reports should describe progress achieving the Grant Purposes (including progress toward measurable results and intermediate milestones outlined above on Page 1) and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by The Colorado Health Foundation. If Grantee obtains any audited financial statements covering any part of the period of this Agreement, copies of such statements shall be provided to The Colorado Health Foundation promptly after receipt. Grantee must keep the financial records with respect to the Grant and this Agreement, along with copies of any reports submitted to The Colorado Health Foundation, for at least four years following the year in which all Grant funds are fully expended.

7. Required Notification
Grantee must provide The Colorado Health Foundation with immediate written notification of: (1) its inability to expend the Grant funds for the Grant Purposes; or (2) any expenditure of Grant funds for any purpose other than the Grant Purposes; and, (3) any other breach by Grantee of this Agreement.

8. Reasonable Access for Evaluation and Oversight
The Colorado Health Foundation incorporates evaluation into its charitable grant-making so that it and the Grantee can understand the impact of the Grant and how to improve the impact of the charitable grant-making moving forward, and for the benefit of other Grantees and for the State of Colorado. As a condition to the receipt of this Grant, Grantee agrees to comply with and to participate in any requests from The Colorado Health Foundation to conduct an evaluation of the effectiveness of this grant (the "Evaluation") either individually with the Grantee or with multiple grantees as part of a broader strategy of The Colorado Health Foundation, including but not

limited to follow-up reporting and/or additional activities above and beyond those listed in the Payment and Requirements section of this Agreement.

Grantee will permit The Colorado Health Foundation and its representatives, at its request, to have reasonable access during regular business hours to its files, records, accounts, personnel and clients, or other beneficiaries for the purpose of making such financial audits, verifications, or program evaluations as The Colorado Health Foundation deems necessary or appropriate concerning the Grant and to discuss Grantee's programs, procedures and operations with Grantee's personnel.

9. Fiscal Sponsor
Grantee is serving as the fiscal sponsor of Gunnison-Hinsdale Early Childhood Council regarding the Grant, and maintains full discretion and control over the Grant funds. Grantee agrees to exercise appropriate oversight over Gunnison-Hinsdale Early Childhood Council and over Gunnison-Hinsdale Early Childhood Council's use of the Grant funding for charitable and/or educational purposes within the meaning of Section 501(c)(3) of the Code and of the sole purpose of fulfilling the Grant. Grantee acknowledges that it, not Gunnison-Hinsdale Early Childhood Council, is the Grantee for purposes of this Agreement and for federal income tax purposes and agrees to take all actions necessary to recover any portion of the Grant from Gunnison-Hinsdale Early Childhood Council not used consistently with this Agreement.

10. Research Involving Human Subjects:
If the Grant is to be used in whole or in part for research involving human subjects, Grantee hereby certifies that Grantee, applying the ethical standards and the criteria for approval of grants set forth in its Internal Review Boards and professional oaths, has determined that the human subjects involved in this Grant will not experience risk over and above that involved in the normal process of care and are likely to benefit from the proposed research program.

11. Publicity:
The Colorado Health Foundation encourages Grantee to publicize information concerning the Grant in the Grantee's newsletters, annual reports, press releases, Website and other relevant media. Grantee will obtain written approval by The Colorado Health Foundation of any content promoting information related to the grant, the organization or Foundation staff prior to releasing or publicizing such information. If Grantee has received these funds for "General Operating Support," The Colorado Health Foundation expects to be acknowledged as a sponsor for major events by the inclusion of The Colorado Health Foundation's logo in the event promotion materials and print collateral.

The Colorado Health Foundation welcomes any photographs relevant to the Grant for The Colorado Health Foundation's use. Photos must have prior client releases (if applicable) for publication purposes.

Without further notice to or consent from Grantee, The Colorado Health Foundation may include information regarding this Agreement and/or Grant, the amount and purpose of the Grant and photographs, logo or trademark, and other published/printed information or materials (provided by Grantee) and its activities, in The Colorado Health Foundation's periodic public reports, newsletters, Website and news releases.

12. Colorado Charitable Solicitations Act
Grantee represents that it is aware of and in compliance with the Colorado Charitable Solicitations Act governing fundraising in Colorado.

13. Right to Modify or Revoke
The Colorado Health Foundation reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any Grant funds if, in The Colorado Health Foundation's sole judgment, such action is necessary or prudent: (1) because the Grantee has not fully complied with the terms and conditions of this Agreement; (2) to protect the purpose and objectives of this Agreement or any other charitable interest of The Colorado Health Foundation; or (3) to comply with the requirements of any law or regulation applicable to Grantee, The Colorado Health Foundation, or this Grant.

14. Termination
The Colorado Health Foundation's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Grantee.

In addition to its right of revocation under Paragraph 13 above, The Colorado Health Foundation may terminate this Agreement at any time by giving Grantee at least 30 days of written notice. Upon termination of this agreement for any reason, all payments by The Colorado Health Foundation to Grantee shall cease at such time as may be determined by The Colorado Health Foundation.

Termination or revocation of this Agreement by The Colorado Health Foundation will not terminate Grantee's obligations under this Agreement with respect to Grant funds expended or otherwise not returned to The Colorado Health Foundation. Grantee's obligations under Paragraphs 6, 8, 11 and 18 shall also survive termination of this Agreement.

15. Special Conditions and Reporting
Grantee will submit reports to The Colorado Health Foundation according to the reporting schedule set forth on page one of this Agreement.

The Colorado Health Foundation requires grantees to share any public opinion research conducted with foundation funds. Public opinion research includes both qualitative and quantitative methods to learn about the thoughts, perceptions, or beliefs of the general public, including but not limited to focus groups, ethnography, online surveys, and telephone polling. Grantees should plan to share the results of this research, including findings and reports, with the foundation. The Colorado Health Foundation will not share the research without permission from the grantee.

16. Amendment
This Agreement may be amended, supplemented or extended only by written communication signed by The Colorado Health Foundation.

17. No Partnership Agency or Third Party Beneficiaries
Nothing contained in this Agreement shall create or be deemed to create a partnership or agency between The Colorado Health Foundation and Grantee and nothing contained in this Agreement shall be deemed to give rise to any rights or benefits to third parties not a party to this Agreement.

18. Intellectual Property
(a) Grantee represents and warrants that it owns or has the right to use all intellectual property that will be employed by Grantee or its agents in the performance of this Agreement, including without limitation, Grantee's obligations under subsection (c) below.

(b) All works and matters created or discovered through the performance of this Agreement, including but not limited to, implementation methodologies, best practices guides and training curricula (the "Work"), are owned by the Grantee provided, however, that the Work may be used by Grantee only in furtherance of charitable purposes (i.e., activities recognized by the IRS as charitable and not resulting in "unrelated business taxable income" as defined in Section 512 of the Code), unless otherwise agreed in writing by The Colorado Health Foundation.

(c) Grantee hereby grants to The Colorado Health Foundation a nonexclusive, irrevocable, perpetual, worldwide, fully transferable, royalty-free license to (i) the Work, to make, use, sell, license to others, reproduce, create derivative works of, publish, republish, distribute, perform and display the Work in any current or future form and for any purpose in furtherance of charitable purposes, and (ii) any other intellectual property incorporated into or used in connection with the Work to the extent reasonably necessary to enable The Colorado Health Foundation to use and practice the licensed Work. The license herein granted to The Colorado Health Foundation shall vest without any further action on the part of Grantee. Without the prior written consent of The Colorado Health Foundation, Grantee will not enter into any agreement with a third party that would restrict Grantee's ability to perform its obligations under this subsection (c).

19. Disclaimer
Nothing contained herein, including the required reporting and review procedures, shall be construed as a warranty, representation, or approval by The Colorado Health Foundation that the services rendered by Grantee are adequately or properly rendered on either an individual or program-wide basis. Grantee shall have sole responsibility for all damages, costs, fines, attorneys' fees, or liabilities of any kind or nature arising from any claims, demands or suits resulting from the Grantee's performance or failure to perform under this Agreement.

20. Controlling Document
The terms and conditions of this Agreement shall be the controlling document between The Colorado Health Foundation and Grantee. All verbal communication, notes, minutes or other documentation of The Colorado Health Foundation shall be deemed merged into this Agreement. In making this Grant, The Colorado Health Foundation has relied on the information and representations submitted to The Colorado Health Foundation by Grantee and Grantee represents that all such information and representations are true and complete.

21. Future Funding
Grantee acknowledges that, except as expressly provided in this Agreement, The Colorado Health Foundation has no obligation to Grantee with respect to any additional or future funding.

22. Counterparts; Electronic Signature
This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement. The counterparts of this Agreement may be executed and delivered by facsimile, email, other means of electronic transmission, or other electronic signature and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

[Signature Page Follows]

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_____ _____

Amy Latham
Vice President, Philanthropy
The Colorado Health Foundation

Date

The undersigned certify that they are duly authorized officers of Grantee and, as such, are authorized to accept this contract on behalf of Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this Agreement, and in connection with this Agreement to make, execute, and deliver on behalf of the Grantee all agreements, representations, receipts, reports, and other instruments of every kind.

ACCEPTED AND AGREED TO:

_____

CEO/Executive Director of Gunnison County (typed/printed name)

_____ _____

CEO/Executive Director (signature) Date