AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; The Trailhead Institute; 10/

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Trailhead Institute

Term Begins: 10/1/2020 or upon sig **Term Ends:** 12/20/2020 **Grant Contract #:**

Summary:

Gunnison County HHS would like to contract with Trailhead Institute for consultation for the regional Protect Our Neighbor Planning grant. $20,000.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:
no concerns, kw

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 10/30/2020

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

Comments:
ok db 11/12/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 11/12/2020 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/13/2020

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

Agenda Date: 11/17/2020

Revised April 2015

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the 2 day of October, 2020, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and The Trailhead Institute, whose address is 1385 S Colorado Blvd, Denver, CO 80222 (herein "Contractor").
0

RECITALS

The Contractor desires to provide professional services regarding regional Protect Our Neighbor planning grant
("Services").

Gunnison County desires to engage Contractor to provide Services as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").

AGREEMENT

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

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Appendix "A". All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 20, 2020, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its identified result strategy: C2. By December 31, 2020, Gunnison County will promote optimal community and family health, safety and wellbeing through an integrated Health and Human Services team, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed twenty-thousand and No/100 U. S. Dollars ($20,000.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth herein.

(IF THE TERM IS FOR MORE THAN 1 YEAR: This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to paragraph 14 of this Agreement.)

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor 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, Contractor 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. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

b. Comprehensive General 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).
c. 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.

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

Contractor agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination or expiration.

8. SOLE SOURCE CONTRACTS. (ONLY USE ON CONTRACTS $100,000 or more.)

If the Contractor has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution which including this contract in the aggregate on an annual basis are equal to or exceed the amount of $100,000, then the following provisions apply:

a. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Contractor, on behalf of itself , any person who controls ten percent or more of the shares of or interest in the Contractor, and the Contractor's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor Holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.

b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.

c. The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.

d. These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

9. DISCRIMINATION.

The Contractor agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

10. IMMIGRATION COMPLIANCE CERTIFICATION.

a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

e. Contractor agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

11. ADA COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

12. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

13. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Contractor and, therefore, Contractor 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 discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

14. 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, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Exhibit A.

15. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or

rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County: County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

With a copy to: Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Contractor: The Trailhead Institute
1385 S Colorado Blvd,
Denver, CO 80222

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

16. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the State of Colorado District Court, Gunnison County, Colorado.

17. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be 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.

18. 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 above written.

19. PUBLIC RECORD

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

1) Provide guidance and strategic expertise on Group Development, Relationship Building, & Regional Coordination
2) Host regional planning meetings related to Protect Our Neighbor Regional Planning grant deliverables including: Staffing Needs & Gaps Analysis, Community Engagement with At-Risk, Priority Populations, and regional framework for COVID 19 containment.
3) Provide summary documents based on synthesis of data collected including: Staffing Needs & Gaps Analysis, Community Engagement Regional Strategy, Regional Framework for COVID 19 Containment, County-Level Template for Containment Plans for Protect Our Neighbor applications.

   Timeline:
   a) Staffing Needs and Gaps Analysis completed by October 31st, 2020
   b) Community Engagement Regional Strategy completed by December 20, 2020
   c) Regional Containment Framework for COVID 19 Summary completed by December 20, 2020
   d) County-Level Template for Containment Plans for Protect Our Neighbor applications completed by December 20, 2020.

Protect Our Neighbors Planning Grant Application

To Protect Our Neighbors, local communities must qualify by meeting scientifically established thresholds of: low disease transmission levels, local public health agency capacity for testing, case investigation, contact tracing, and outbreak response, and hospital ability to meet the needs of all patients and handle the surge in demand for intensive hospital care.

In addition, they must have mitigation and containment plans that describe the actions they will take if they fall out of compliance with the Protect Our Neighbors metrics. This plan will also include:

- How counties will promote public compliance with the guidelines;
- How counties will increase mask wearing in public settings; and
- How they will increase influenza vaccine uptake as we approach flu season, to ensure we don't lose health care system capacity needed for COVID-19.

To support counties and regions to continue to strengthen their public health and health care infrastructure and move toward Protect Our Neighbors, the state is making additional federal CARES Act funding available to local public health agencies. These resources are available to communities :

- Engage their communities to assess their containment and infrastructure needs to meet the established Protect Our Neighbors thresholds
- Understand the experiences and needs of communities impacted by and at increased risk of COVID-19 to inform their mitigation and containment plans
- Develop plans to build the infrastructure they need to be successful in Protect Our Neighbors.

Local Public Health Agency Name *

Gunnison County HHS on behalf of the West Central Public Health Partnership

Counties served by LPHA *

Delta, Gunnison, Hinsdale, Ouray, San Miguel, Mineral, La Plata, Archuleta, San Juan counties

Mailing Address *

220 North Spruce Street

Point of Contact for Application *

Margaret Wacker

Point of Contact Email Address *

mwacker@gunnisoncounty.org

Point of Contact Phone Number *

9706417913

Planning Grant Overview and Activities

Planning Grant Overview *

Please provide a short overview of the focus of your planning grant request and what you aim to accomplish through the grant activities. Limit 500 words.

As the first wave of COVID-19 began to subside in our regions of southern Colorado, approximately 250 miles from the urban corridor of the Denver Metro region, local public health officials recognized the need to collaborate and plan for a regional approach to move from an emergency management and crisis response to a long-term, durable, consistent, and more targeted approach that would allow state oversight while providing flexibility and certainty at the local level.
Given our rural, remote communities, our counties share a common bond of having smaller populations and tourist-based economies that cause unique and significant challenges related to coronavirus. Counties need to plan appropriately and account for seasonal traffic and mobility fluctuations; for example, the local population in a given county can more than double during summer, fall, and winter months.
Since March, regular regional work and collaborations across local public health agencies and county commissioners has occurred and a desire for a regional approach has remained strong. Currently, the region is moving forward to align the approach around the state's Protect Our Neighbors framework.
Protect Our Neighbors planning grant funds will help build upon and move forward efforts to contain COVID-19 transmission and ultimately strengthen the health care and public health infrastructure in each of our counties and across the region.

Planning Grant Activity 1 *

Please describe the proposed planning activity; how the activity will help assess the containment and mitigation needs, engage impacted communities and/or inform plans to strengthen the health care and public health infrastructure in communities; the proposed approach for the planning activity; and the anticipated outcomes and deliverables of the planning activity. Limit 300 words.

•Planning Activity 1: Regional planning to identify staffing needs for successful Protect Our Neighbors implementation. This activity will assess county-level and regional staffing needs and priorities to successfully implement Protect Our Neighbors as a region. Capacity and capability gaps will be identified, as well as considerations for long-term support.
Outcomes/deliverables will include: (1) assessment of staffing needs at the county and regional level and (2) prioritization of staffing needs based on capacity and capability gaps. Funding sources will be explored for current needs and long-term support.

Planning Grant Activity 2 (If applicable)

Please describe the proposed planning activity; how the activity will help assess the containment and mitigation needs, engage impacted communities and/or inform plans to strengthen the health care and public health infrastructure in communities; the proposed approach for the planning activity; and the anticipated outcomes and deliverables of the planning activity. Limit 300 words.

Planning Activity 2: Plan and prepare for Protect Our Neighbors certification and implementation, including development of a containment plans. This activity will build upon regional planning efforts to support long-term, durable public health orders aligned with Protect Our Neighbors framework and metrics. This activity will include regular, facilitated planning meetings to support participating counties in building a regional framework aligned with Protect Our Neighbors.

Outcomes/deliverables will include: (1) Vet and hire consultants for meeting facilitation/organizational development for a unified regional effort and data expertise; (2) county LPHA's and, if needed, boards of health and/or county commissioners convene for strategic development and data related planning meetings; and, (3) develop a regional framework and county-level containment plans that include measures and threshold indicators that correlate with Protect Our Neighbors metrics.

Planning Grant Activity 3 (If applicable)

Please describe the proposed planning activity; how the activity will help assess the containment and mitigation needs, engage impacted communities and/or inform plans to strengthen the health care and public health infrastructure in communities; the proposed approach for the planning activity; and the anticipated outcomes and deliverables of the planning activity. Limit 300 words.

•Planning Activity 3: Engage communities to identify gaps/needs for populations at risk and/or populations that are disproportionally affected by COVID-19. Engage communities within each county to identify needs, understand barriers, and/or learn about other perspectives. Information gathered will be integrated into regional COVID-19 planning efforts as well as other regional public health improvement efforts.

Outcomes/deliverables will include: (1) Develop a common approach to engage communities and involve at risk populations; (2) determine strategies for counties to engage communities; and, (3) summarize common themes and priorities to include in county containment and mitigation plans.

Planning Grant Activity 4 (If applicable)

Please describe the proposed planning activity; how the activity will help assess the containment and mitigation needs, engage impacted communities and/or inform plans to strengthen the health care and public health infrastructure in communities; the proposed approach for the planning activity; and the anticipated outcomes and deliverables of the planning activity. Limit 300 words.

Planning Activity 4: Develop a regional strategy for durable public health orders or alternate suppression/mitigation plans based on measures and threshold indicators (i.e., Planning Activity 2) and information gathered from community engagement efforts to understand the experiences and needs of communities impacted by and at an increased risk of COVID-19 (i.e., Planning Activity 3). The actions and outcomes outlined in the preceding Planning Activities are critical to support LPHA's in rural central and southwest regions of Colorado.

Outcomes/deliverables will include: (1) A regional approach that includes a common language, aligned metrics, and considers the unique nature of our rural communities that account for high mobility and a significant increase in population during summer, fall, and winter seasons. This approach will include durable public health orders or alternate suppression/mitigation plans consistent with the Protect Our Neighbors framework and associated metrics.

Planning Grant Activity 5 (If applicable)

Please describe the proposed planning activity; how the activity will help assess the containment and mitigation needs, engage impacted communities and/or inform plans to strengthen the health care and public health infrastructure in communities; the proposed approach for the planning activity; and the anticipated outcomes and deliverables of the planning activity. Limit 300 words.

Priority Populations *

Please describe any populations or communities that are disproportionately impacted by COVID-19 and how planning grant activities will engage the impacted communities.

Populations at high risk of COVID 19 disease include: people over 65, people with underlying health conditions that put them at risk, non-English speaking people and people of color. Other priority populations may include essential workforce and children. Additionally, counties have seen outbreaks in high-density housing units and will work to engage residents and households that live in shared housing or high-density housing structures. Other priority populations to engage are also individuals that face barriers to accessing healthcare and that are affected by behavioral health conditions.
As part of our regional approach, as outlined in Planning Activity 3, will be to engage populations or communities that are disproportionately impacted by COVID-19. An overall approach to engaging communities will be regional to ensure consistency, however engagement will happen at the county-level. Data collected and information gathered will be compiled and synthesized into a summary document with common themes and identified priorities.

Additional Information

Please provide any additional information that you want to share with the review community about your Planning Grant application or your local efforts to strengthen your public health and health care infrastructure and prepare for Protect Our Neighbors.

- Partnership History & Background: The West Central Public Health Partnership (WCPHP) is an enduring regional collaborative that began in 2006 with funding from the Colorado Trust. The six-county partnership has built a strong framework informed by literature and best practices describing continuums of collaboration, such as, a common goal and vision, commitment, building trust, coordinating, standardizing, centralizing and having leadership. In 2010, the Colorado Trust grant project ended. However, the partnership endures and continues to identify and implement collaborative projects that build and strengthen the public health infrastructure for each county. An Intergovernmental Agreement (IGA) is maintained and the current agreement is through June 30, 2023.
- Regional COVID Response: On March 20th, WCPHP public health directors convened virtually to begin the discussion around COVID-19. The benefit of this partnership is the strategic considerations specific to rural communities in central and southwest Colorado. In the following four months (March – August), WCPHP has met weekly and bi-weekly to develop a long-term, durable, and consistent approach. This approach is now aligning with Protect Our Neighbors and larger coordination with additional counties in the rural southwest region.
- These activities will greatly strengthen the health care and public health infrastructure in each of our counties and across the region.

Budget

Provide the total amount requested and the amount requested and description of request for each of the following budget categories.

Total Amount Requested *

$49,995.00

Narrative Explaining Use of Requested Funds

Provide a short (4-5 sentences) high level explanation of the use of these requested funds.

Staffing / Personal Services
o WCPHP Staff Time & Coordination: up to $15,000, .50 FTE
Meeting Expenses and Supplies
o Meeting kits, technology costs, translation services, stipends, printed materials, food, stipends: up to $9,000
Contracts
o Consultation (epidemiological support, data expertise, and/or organizational development and meeting facilitation): up to $20,000
Other Direct Costs $1,450
o Computer costs, travel
Indirect Costs $4,545
o 10% Indirect costs to Gunnison County for phone, rent, fiscal management, supervision

(●) Option 1

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STATE OF COLORADO

Department of Public Health & Environment

ORDER

Number: PO,FHJA,202100004055

Date: 8/27/20

Description:

Gunnison County -West Central PH Partnership - PON

Effective Date: 08/27/20

Expiration Date: 12/30/20

*****IMPORTANT*****

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

BILL TO

OEPR-COVID, A-2
4300 Cherry Creek Drive South
Denver, CO 80246

BUYER

Buyer:

Email:

VENDOR

GUNNISON COUNTY
200 E VIRGINIA AVE
GUNNISON, CO 81230-2248

Contact: EFT REMIT

Phone: 3038678289

SHIP TO

OEPR-COVID, A-2
4300 Cherry Creek Drive South
Denver, CO 80246

SHIPPING INSTRUCTIONS

Delivery/Install Date: -

FOB: FOB Dest, Freight Prepaid

VENDOR INSTRUCTIONS

EXTENDED DESCRIPTION

This purchase shall not exceed $50,000.00 . This purchase order contain federal funds. The incorporated federal funds apply to this purchase.

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	0.00	$50,000.00	☐

Description: Gunnison County -West Central PH Partnership - PON

Service From: 08/27/20 Service To: 12/30/20

TERMS AND CONDITIONS

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

DOCUMENT TOTAL = $50,000.00