

WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

314 West Main Street • P.O. Box 1753 • Walla Walla, WA 99362 Main Telephone: (509) 524-2650 • Confidential Fax: (509) 524-2642 • Main Fax: (509) 524-2678

May 16, 2016

Robin Read, Administrator Kittitas County Health Department 507 N. Nanum St. Suite 102 Ellensburg WA 98926

RE: Youth Marijuana Prevention & Education Program Agreement (YMPEP)

Dear Robin,

Please find enclosed the Interagency Agreement #16-81 between Walla Walla County Department of Community Health and your agency for the provision of YMPEP.

Please review and sign the agreement and send the executed contract to our office and keep a copy for your records.

If you have any questions, please contact myself at (509) 524-2664.

Sincerely,

Susann Bassham, MPH Population Health Manager Walla Walla County Department of Community Health 314 W. Main St., PO Box 1753 Walla Walla WA 99362 (509) 524-2664

enclosures

Community Health: Always working for a safer and healthier Walla Walla County

BOARD OF COUNTY COMMISSIONERS COUNTY OF KITTITAS STATE OF WASHINGTON

RESOLUTION NO. 2016- 075

RESOLUTION TO AUTHORIZE EXECUTION OF INTERAGENCY AGREEMENT #16-81 BETWEEN THE KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT (KCPHD) AND WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY **HEALTH (WWCDCH)**

- WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate for mutual advantage; and
- WHEREAS, Kittitas County, through KCPHD, is charged with the preservation, promotion, and improvement of health in the County; and
- WHEREAS, the preservation, promotion, and improvement of health includes youth marijuana prevention and education; and
- WHEREAS, ESD is the fiscal agent for the Youth Marijuana Prevention Education Program (YMPEP); and
- WHEREAS, WWCDCH is contracted with ESD 105 to provide a needs assessment for the ten counties within the Greater Columbia Accountable Communities of Health (GCACH); and
- WHEREAS, Kittitas County is one of the ten counties within the GCACH; and
- WHEREAS, the Parties agree that this needs assessment should be delivered in the manner detailed in the interagency agreement, attached hereto and incorporated herein by reference.
- NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Kittitas County, Washington, authorizes execution of Interagency Agreement #16-81 with Walla Walla County Department of Community Health that is attached hereto, and incorporated herein by reference.

DATED this $\underline{\gamma th}$ day of $\underline{j uhe}$, 2016, at Ellensburg, Washington. BOARD OF COUNTY COMMISSIONERS KITTITAS COUNTY, WASHINGTON Obie O'Brien Chair

Paul Jewell Vice-Chair



Laura Osiadacz Commissioner

Interagency Agreement #16-81 for



Youth Marijuana Prevention Education Program May 10, 2016 – June 30, 2016

THIS INTERAGENCY AGREEMENT is made and entered into by and between WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH, herein after referred to as "WWCDCH" and KITTITAS COUNTY herein after referred to as KITTITAS COUNTY.

WHEREAS, ESD 105 is the fiscal agent for the Youth Marijuana Prevention Education Program (YMPEP) funded through a State grant from the Washington State Department of Health, WWCDCH is contracted with ESD 105 to provide a needs assessment for the ten counties within the Greater Columbia Accountable Communities of Health (GCACH).

It is the purpose of this agreement to provide a mechanism for the completion of deliverables and transfer of funds necessary to complete a needs assessment for each county within the Greater Columbia Accountable communities of Health as required by YMPEP.

WWCDCH and the KITTITAS COUNTY HEALTH DEPARTMENT HEREBY AGREE to the following terms and conditions:

1.0 KITTITAS COUNTY HEALTH DEPARTMENT RESPONSIBILITIES

KITTITAS COUNTY HEALTH DEPARTMENT agrees to:

- Complete a needs assessment template, provided by WWCDCH specific to KITTITAS COUNTY HEALTH DEPARTMENT which will include:
 - 2014 Healthy Youth Survey 10th Grade School District data.

Additional data may include but not limited to the following local sources:

- o law enforcement
- state and local poison control
- hospital emergency room
- o EMT
- o pediatricians/primary health providers
- local substance abuse coalitions
- Implement an electronic survey provided by WWCDCH to universities, community colleges, trade schools and employers who serve the 18-20 year old population within KITTITAS COUNTY.
- Return the completed needs assessment template to WWCDCH by date requested

KITTITAS COUNTY HEALTH DEPARTMENT is responsible for the implementation and monitoring of the project.

KITTITAS COUNTY HEALTH DEPARTMENT agrees to follow all applicable statutes and regulations.

YMPEP

KITTITAS COUNTY HEALTH DEPARTMENT agrees to hold WWCDCH harmless from all liabilities resulting from the above-described activities and further assumes responsibility for any future audit exceptions due to the use of these funds.

2.0 BILLING AND PAYMENT

The KITTITAS COUNTY HEALTH DEPARTMENT agrees to submit required deliverables as detailed in item 1.0.

WWCDCH will reimburse the actual approved expense of the KITTITAS COUNTY HEALTH DEPARTMENT up to a MAXIMUM OF **\$5000**.

Allowable expenses are for reasonable program purposes, including personnel, travel and supplies. No expenses will be reimbursed for any lobbying efforts of any kind or for any clinical care.

Indirect costs are limited to the organization's approved overhead rate.

After approval of the billing invoices, payment will be made on the next scheduled Walla Walla County voucher run.

All items shall be received and services rendered by midnight June 10, 2016. WWCDCH shall not be responsible for any Invoices received after July 11, 2016.

3.0 PROHIBITION AGAINST ASSIGNMENT

Neither this contract nor any interest therein may be assigned by either party without first obtaining the consent of the other party.

4.0 INDEPENDENT CONTRACTOR STATUS OF HEALTH DEPARTMENT

The KITTITAS COUNTY HEALTH DEPARTMENT and KITTITAS COUNTY HEALTH DEPARTMENT's employees and agents shall perform all duties pursuant to this Contract as an independent contractor. WWCDCH shall not control or supervise the manner in which this Contract is performed nor withhold or pay any taxes on behalf of the KITTITAS COUNTY HEALTH DEPARTMENT or the KITTITAS COUNTY HEALTH DEPARTMENT's employees or agents.

YMPEP

5.0 INDEMNIFICATION

Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of the KITTITAS COUNTY HEALTH DEPARTMENT or the KITTITAS COUNTY HEALTH DEPARTMENT's employees or agents performance or failure to perform duties pursuant to this Contract, shall be the KITTITAS COUNTY HEALTH DEPARTMENT's sole obligation, and the KITTITAS COUNTY HEALTH DEPARTMENT shall indemnify and hold harmless WWCDCH.

6.0 SUSPENSION AND DEBARMENT

The KITTITAS COUNTY HEALTH DEPARTMENT certifies that persons responsible for this agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this program by any federal department or agency.

7.0 TERMINATION

This agreement shall terminate and be null and void to the extent funds anticipated to be made available to the WWCDCH for the purposes of this agreement are not made available to the WWCDCH for any reason whatsoever.

Either party may terminate this agreement with written notice to the other party prior to June 10, 2016.

8.0 VERBAL AGREEMENTS

This written Contract constitutes the mutual agreement of the KITTITAS COUNTY HEALTH DEPARTMENT and WWCDCH in whole. No alteration or variation of the terms of this Contract and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

9.0 APPLICABLE LAW

This Contract shall be governed by the laws of the State of Washington.

10.0 NONDISCRIMINATION

No person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation or handicapping condition be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under activities performed pursuant to this Contract.

#16-81 Kittitas County Health Department

YMPEP

11.0 **EFFECTIVE DATE - DURATION**

This Contract shall commence on the 12^{th} day of May 2016, and shall terminate at midnight on the 30^{th} day of June 2016, regardless of the date of execution. Section 5.0 (Indemnification) which shall continue to bind the parties their heirs and successors after June 30, 2016.

IN WITNESS WHEREOF, WWCDCH and KITTITAS COUNTY HEALTH DEPARTMENT have executed this Contract consisting of four pages and attachments.

WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

BYC JIM JOHNSON

COUNTY COMMISSIONER TITLE

5-16-2014

KITTITAS COUNTY HEALTH DEPARTMENT

ROBIN READ

ADMINISTRATOR TITLE Ce 13/16 DATE

Who certifies he/she is a person duly qualified and authorized to bind the WWCDCH so identified in the foregoing Contract.

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STATEMENT FO	OR SERVICES - Claim payment for materials, merchandis	se or services. Show complete detail f	or each item.	
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		Agreement Number:	#16-81	
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Revised 7/17/15