

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

**RESOLUTION
NO. 2016- 170**

**RESOLUTION TO AUTHORIZE EXECUTION OF AN AMENDMENT TO AN
INTERAGENCY AGREEMENT BETWEEN THE KITTITAS COUNTY PUBLIC
HEALTH DEPARTMENT AND GRANT COUNTY**

WHEREAS, Kittitas County, through the Kittitas County Public Health Department, is charged with the preservation, promotion, and improvement of health in the County; and

WHEREAS, the Kittitas County Public Health Department and Grant County entered into an Interagency Agreement dated January 1, 2015, for the purpose of providing a mechanism for the collaborative work, completion of deliverables, and transfer of funds, necessary to carry out the priority health improvement initiatives associated with the North Central Washington Healthy Communities Obesity, Diabetes, Heart Disease and Stroke Prevention Program; and

WHEREAS, the Agreement allows for amendments that are in writing and agreed to by both parties; and

WHEREAS, the parties desire to amend the Agreement by increasing the contract amount by \$15,000 as detailed in the amendment attached hereto and incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Kittitas County, Washington, hereby authorizes the Kittitas County Public Health Department to execute the amendment to an Interagency Agreement with Grant County that is attached hereto, and incorporated herein by reference.

DATED this 20th day of December, 2016, at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON



Chair



Vice-Chair



Commissioner




Clerk of the Board

INTERAGENCY AGREEMENT ~~Amendment#1~~ Amendment #2

Between

GRANT COUNTY HEALTH DISTRICT

And

Kittitas County Public Health Department

January 1, 2015 - September 29, 2018

THIS INTERAGENCY AGREEMENT is made and entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, by and between the Grant County Health District, hereinafter referred to as "GRANT" acting as the Community Lead Organization (CLO) to coordinate the Healthy Communities Obesity, Diabetes, Heart Disease and Stroke Prevention Program and the Kittitas County Public Health Department hereinafter referred to as "PARTICIPANT", as funded by the Washington State Department of Health.

IT IS THE PURPOSE OF THIS AGREEMENT to provide a mechanism for the collaborative work, completion of deliverables, and transfer of funds necessary to carry out the priority health improvement initiatives associated with the North Central Washington Healthy Communities Obesity, Diabetes, Heart Disease and Stroke Prevention Program.

The PARTICIPANT will develop and implement the North Central Washington Healthy Community work plans that include policy, environmental and system (PSE) strategies that work toward reducing death and disability due to diabetes, heart disease, and stroke; and reduce the prevalence of obesity among adult Washington residents with an emphasis on populations that bear a disproportionately high burden and/or risk for high blood pressure, type 2 diabetes, and obesity.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

Statement of Work

PARTICIPANT shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit "A" attached hereto and incorporated herein. Unless otherwise specified, PARTICIPANT shall be responsible for performing all fiscal and program responsibilities as set forth in Exhibit "A."

Terms and Conditions

All rights and obligation of the parties to this contract shall be subject to and governed by the special terms and conditions contained in the text of this agreement.

Period of Performance

Subject to its other provisions, the period of performance of this agreement shall commence on January 1, 2015 and conclude on September 29, 2018 unless continued by written agreement or terminated sooner as provided herein.

In consideration whereof:

Interagency Agreement – Kittitas ~~Amendment#1~~ Amendment #2

~~11/20/15~~ 11/23/2016

Upon receipt of a properly executed A-19 Invoice Voucher and complete billing documentation, GRANT shall pay to PARTICIPANT the reimbursed sum as agreed upon in Exhibit "A". Parties may mutually agree to additional sums and deliverables as additional funding is available.

Services and Reporting Requirements

PARTICIPANT will report to GRANT on any services and/or reporting requirements that may be required under this agreement.

Approved Expenses

Allowable expenses are for reasonable program purposes, including personnel, travel, supplies and services such as contractual (refer to Omni circular). The primary recipient must perform a substantial role in carrying out project objectives and not merely serve as a conduit for an award to another party or provider who may be ineligible. No expenses will be reimbursed for any lobbying efforts of any kind or for any clinical care. Any type of equipment purchase must be pre-approved by GRANT.

Indirect Costs and Line Item Budget Requirements

Indirect costs are limited to 22 percent of salaries and benefits. PARTICIPANT need not amend the budget if they anticipate going over in any line item within component 1 or component 2 by less than 10 percent of total direct charges. However, if they anticipate going over by more than 10 percent of total direct charges for any line item they will be required to amend their budget before being refunded for costs that exceed 10 percent in respective line items. Component 1 and component 2 budgets must be tracked separately and funding cannot be moved from one component to the other component.

Monitoring of fund allocation spending

There will be two check-in points (1) mid-year and (2) two months before contract end date:

- (1) At mid-year, GRANT will evaluate how much of the PARTICIPANT funds have been spent. If less than 30% of the funds have been billed, GRANT reserves the right to amend the contract and reduce the funding allocation.
- (2) Two months before the end of the contract, GRANT will evaluate how much PARTICIPANT funds have been spent. If less than 80% of the funds have been billed and if the PARTICIPANT doesn't have a reasonable explanation for how they will use the remainder of the funds, GRANT reserves the right to amend the contract and reduce the funding allocation.

Non-Discrimination

In the performance of this agreement, PARTICIPANT shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam era and disabled veterans status, or the presence of any sensory, mental, or physical handicap in:

- a. Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part; and

- b. Denying an individual the opportunity to participate in any program provided by this agreement through the provision of services, or otherwise afforded others.

Records Maintenance

PARTICIPANT and GRANT shall each maintain sufficient records to demonstrate that funds allocated under this contract have been expended in accordance with the terms and conditions of the Federal Healthy Communities Obesity, Diabetes, Heart Disease and Stroke Prevention 1422 Program Statement of Work guidelines and any federal terms and conditions that may apply.

Audit Requirements:

An organization that expends \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of Omni Circular. The audit must be completed along with a data collection form, and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period. The audit report must be sent to Federal Audit Clearing House; Bureau of the Census; 1201 East 10th St; Jeffersonville, IN 47132.

All duly authorized auditors or their representatives of the State of Washington and of the CLO, GRANT, shall have full access and the rights to examine any of these materials during this period, subject to confidentiality laws and regulations. These records shall be retained for five (5) years.

PARTICIPANT shall adhere to all other Federal Grant requirements.

Restrictions on Funds (what funds can be used for which activities, not direct payments, etc):

1. Recipients may not use funds for research.
2. Recipients may not use funds for clinical care.
3. Recipients may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual.
4. Recipients may not generally use HHS/CDC/ATSDR funding for the purchase of furniture or equipment. However, if equipment purchase is integral to a selected strategy, it will be considered. Any such proposed spending must be identified in the budget.
5. Recipients may not use funding for construction.
6. The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project objectives and not merely serve as a conduit for an award to another party or provider who is ineligible.
7. Reimbursement of pre-award costs is not allowed.
8. Recipients may not use funds for abortions in accordance with Executive Order 13535.

If requesting indirect costs in the budget a copy of the indirect cost rate agreement is required. If the indirect cost rate is a provisional rate, the agreement should be less than 12 months of age. As per Omni Circular if participant has never had a negotiated indirect rate they can request 10% de minimis rate.

Agreement Alterations and Amendments

GRANT and PARTICIPANT may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind PARTICIPANT and GRANT.

Indemnification

Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agency and/or authorized subcontractor (s) while performing this contract.

Termination

Except as otherwise provided in this agreement, either party may terminate this agreement upon 90 days written notification. If this agreement is so terminated, the termination party shall be liable only for performance in accordance with the terms of this agreement for performance rendered prior to the effective date of termination.

Administrator

Pursuant to RCW 39.34.030(4)(a), the administrator for this agreement shall be Theresa Adkinson of the Grant County Health District. Nothing in this agreement shall be deemed to establish a separate legal entity to conduct the cooperative undertaking described herein.

Property

Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.

Notice

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

To GRANT:	Grant County Health District 1038 W. Ivy St. Moses Lake, WA 98837
Primary Contact:	Theresa Adkinson, Administrator
To PARTICIPANT:	Kittitas County Public Health Department 507 N Nanum St. # 102 Ellensburg, WA 98926
Primary Contact:	Robin Read, Administrator

Savings

In the event that funding from state or federal funds is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, GRANT may terminate the contract under the "termination" clause, or reduce to the new funding limitations and conditions.

Disputes

In the event that a dispute arises under this agreement, it shall be determined in the following manner: GRANT shall appoint a member to the Dispute board. PARTICIPANT shall appoint a member to the Dispute board. GRANT and PARTICIPANT shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

Filing

Pursuant to RCW 39.34.040, this Agreement shall be shall be filed with the county auditor of the parties hereto or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source of the parties hereto.

§200.331 requirements for pass-through entities:

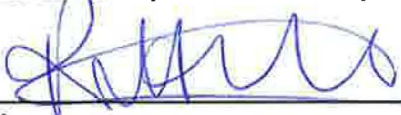
Refer to Exhibit "B".

All Writings contained herein

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement.

Kittitas County Public Health Department



Signature

Robin Read, Administrator

(Print)

12/29/16

Date

Grant County Health District



Signature

Theresa Adkinson, Administrator

(Print)

1/9/16

Date

EXHIBIT "A"**Funding Information:**

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Funding Period (LEJ Use Only) Start Date End Date		Current Consideration	Change Increase (+)	Total Consideration
State and Local Public HealthActions to Prevent Obesity, Diabetes, Heart Disease and Stroke financed solely by 2014 Prevention and Public Health Funds	93.757	333.93.75	09/30/16	09/29/17	0	15,000	15,000
State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke financed solely by 2014 Prevention and Public Health Funds	93.757	333.93.75	01/01/15	09/29/16	20,203 18,500	(8,697.87) *(7,797)- 9,500	*11,505.13 20,203
State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke financed solely by 2014 Prevention and Public Health Funds	93.757	333.93.75	09/30/15	09/29/16	20,500 0	3,752.10 20,500	24,252.10 20,500
TOTALS					40,703 18,500	10,054.23 22,203	50,757.23 40,703

*** Only \$10,703 of the \$18,500 original consideration was billed (thus \$7,797 expired). However, we have budgeted an additional \$9,500 from carry over request which nets to an increase of \$1,703 to year 1 funds.**

*** \$802.18 is related to what was billed in year 2 (yr 1 carry over funds) and \$10,702.95 is what was billed in year 1.**

Billing Information:

All A-19 Invoice billings with original signatures and detailed documentation attached are to be sent to Grant County Health District 1038 W Ivy Ave Suite 1, Moses Lake WA 98837 attn: Ryan Brimacombe. Please indicate the costs for each separate component on your A-19.

Billings should be submitted monthly within 30 days after the close of a month. Exception: For the month after a funding source's expiration date please have the billing submitted within 25 days after the close of the month.

Statement of Work Information September 29, 2017:

Task #	Task/Activity/Description	Deliverables/ Outcomes	Due Date/ Time Frame	Payment Information and/or Amount
1	Work with a retail or community venue to strengthen healthier food access by increasing availability, improved pricing, placement, and promotion. (Component #1—PS2)	Monthly progress report by 8 th of the following	Sep 29, 2017	Reimbursement for actual expenditures, not to exceed total

Interagency Agreement – Kittitas ~~Amendment #1~~ Amendment #2
~~11/20/15~~ 11/23/2016

Task #	Task/Activity/Description	Deliverables/ Outcomes	Due Date/ Time Frame	Payment Information and/or Amount
		month		funding consideration
2	Strengthen community promotion of physical activity through signage, worksite policies, social support, and joint-use agreements. (Component #1- PS3)	Monthly progress report by 8 th of the following month	Sep 29, 2017	Reimbursement for actual expenditures, not to exceed total funding consideration
3	Develop and/or implement transportation and community plans that promote walking. (Component 1- PS4)	Monthly progress report by 8 th of the following month	Sep 29, 2017	Reimbursement for actual expenditures, not to exceed total funding consideration
4	Increase engagement of CHWs to promote linkages between health systems and community resources for adults with high blood pressure and adults with prediabetes or at high risk for type 2 diabetes. (Component 2- PS6)	Monthly progress report by 8 th of the following month	Sep 29, 2017	Reimbursement for actual expenditures, not to exceed total funding consideration
5	Assist Community Choice, Grant County Health District, and Washington State Dept of Health to provide linkages for Comp #2 strategies 9-15 by engaging multi-sector community stakeholders, health systems, existing coalitions and community based resources to prevent obesity, diabetes, heart disease, and stroke. (Component #2)	Monthly progress report by 8 th of the following month	Sept 29, 2017	Reimbursement for actual expenditures, not to exceed total funding consideration

Statement of Work Information that was started by and/ or completed by September 29,2016:

Task #	Task/Activity/Description	Deliverables/ Outcomes	Due Date/ Time Frame	Payment Information and/or Amount
1	Work with a retail or community venue to strengthen healthier food access by increasing availability, improved pricing, placement, and promotion. (Component #1—PS2)	Monthly progress report by 8 th of the following month	Sep 29, 2015 Sep 29, 2016	Reimbursement for actual expenditures, not to exceed total funding consideration
2	Work with up to two worksites to promote physical activity through signage, worksite policies, and shared use/joint use agreements. (Component #1)	Monthly progress report by 8 th of the following month	Sep 29, 2015 Sep 29, 2016	Reimbursement for actual expenditures, not to exceed total funding consideration
3	Assist Community Choice, Grant County Health District, and Washington State Dept of Health to provide linkages for Comp #2 strategies 9-15 by engaging multi-sector community stakeholders, health systems, existing coalitions and community based resources to prevent obesity, diabetes, heart disease, and stroke. (Comp #2)	Monthly progress report by 8 th of the following month	Sep 29, 2015 Sep 29, 2016	Reimbursement for actual expenditures, not to exceed total funding consideration

Interagency Agreement – Kittitas ~~Amendment #1~~ Amendment #2
~~11/20/15~~ 11/23/2016

Line Item Budget:

Year 3:

Component #1 = \$11,000

Component #2 = \$4,000

Kittitas Budget							
Description	Comp#1 (yr 1 funds)	Comp#2 (yr 1 funds)	Comp#1 (yr 1 funds no-cost extension)	Comp#2 (yr 1 funds no-cost extension)	Comp#1 (yr 2 funds)	Comp#2 (yr 2 funds)	Total
DIRECT:							
Salaries	6,041	296	1,365	4,040	6,415	4,335	22,492
Benefits	2,328	108	520	1,534	2,438	1,649	8,577
Goods & Services (includes travel & Kittitas Hospital)			200	200	2,200	200	2,800
Total Direct Costs:	8,369	404	2,085	5,774	11,053	6,184	33,869
INDIRECT:							
Overhead (22% of Salaries & Benefits)	1,841	89	415	1,226	1,947	1,316	6,834
Total Funding	10,210	493	2,500	7,000	13,000	7,500	40,703
<u>Funding Source (expiration date)</u>	93.757 (Sep 29, 2015)		93.757 (Sep 29, 2016)		93.757 (Sep 29, 2016)		

<div style="display: flex; justify-content: space-between;"> <div> Form A19-1A <small>(Rev. 5/91)</small> </div> <div style="text-align: center;"> State of Washington INVOICE VOUCHER </div> </div> <div style="text-align: center; margin-top: 10px;"> </div>	<div style="text-align: center; font-weight: bold; font-size: small;">Agency Use Only</div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Agency No. _____</div> <div>Location Code _____</div> </div>																																																	
<div style="background-color: #e0e0e0; text-align: center; font-weight: bold; font-size: small; padding: 2px;">AGENCY NAME</div> <div style="padding: 5px; margin-top: 5px;"> Grant County Health District 1038 W Ivy Ave Moses Lake, WA 98837 </div>	<div style="font-weight: bold; font-size: small;">INSTRUCTIONS TO VENDOR OR CLAIMANT:</div> <p style="font-size: x-small; margin-top: 10px;">Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.</p> <p style="font-size: x-small; margin-top: 10px;">Vendor's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.</p>																																																	
<div style="background-color: #e0e0e0; text-align: center; font-weight: bold; font-size: small; padding: 2px;">VENDOR OR CLAIMANT (Warrant is to be payable to)</div> <div style="background-color: yellow; height: 80px; margin-top: 5px;"></div>	<div style="margin-top: 20px;"> (Signature) _____ By _____ _____ </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="background-color: yellow; width: 150px; height: 20px;"></div> <div style="background-color: yellow; width: 100px; height: 20px;"></div> </div> <div style="display: flex; justify-content: space-between; font-size: x-small; margin-top: 5px;"> <div>(Name, Title)</div> <div>(Date)</div> </div>																																																	
<div style="font-weight: bold; font-size: small;">Month</div> <div style="background-color: yellow; height: 20px; margin-top: 5px;"></div>	<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <th style="width: 15%;"></th> <th colspan="2" style="text-align: center;">1422 Year 1 Carry Over Funds</th> <th colspan="2" style="text-align: center;">1422 Year 2 Funds</th> <th style="width: 15%;"></th> </tr> <tr> <th></th> <th style="text-align: center;">Comp #1 (YR1)</th> <th style="text-align: center;">Comp #2 (YR1)</th> <th style="text-align: center;">Comp #1 (YR2)</th> <th style="text-align: center;">Comp #2 (YR2)</th> <th style="text-align: center;">Total</th> </tr> <tr> <td style="background-color: yellow;"></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Salaries</td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Benefits</td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Goods & Services</td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Indirect Costs</td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> </tr> </table>			1422 Year 1 Carry Over Funds		1422 Year 2 Funds				Comp #1 (YR1)	Comp #2 (YR1)	Comp #1 (YR2)	Comp #2 (YR2)	Total							Salaries					\$ -	Benefits					\$ -	Goods & Services					\$ -	Indirect Costs					\$ -	Total	\$ -	\$ -	\$ -	\$ -	\$ -
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Exhibit "B": §200.331 requirements for pass-through entities

-	Is this a subaward?	Yes
i	Federal Award Identification	1U58DP005531-01
ii	Subrecipient Name	Kittitas County Public Health Department
iii	Subrecipient DUNS #	01-020-2547
iv	Federal Award Identification #	1U58DP005531-01
v	Federal Award Date	9/30/2014
vi (yr1)	Subaward Period of Performance Start and End Date	January 1, 2015 - September 29, 2016 (includes year 1 carryover funds)
vii (yr1)	Amount of Federal Funds Obligated by this action	\$182,643 (includes year 1 carryover funds)
viii (yr1)	Total Amount of Federal Funds Obligated to the subrecipient	\$11,505.13 \$20,203 (Includes Year 1 Carry over Funds)
vi (yr2)	Subaward Period of Performance Start and End Date	September 30, 2015 - September 29, 2016 (year 2 Funds)
vii (yr2)	Amount of Federal Funds Obligated by this action	\$182,643 (Year 2 Funds)
viii (yr2)	Total Amount of Federal Funds Obligated to the subrecipient	\$24,252.10 \$20,500 (Year 2 Funds)
vi (yr3)	Subaward Period of Performance Start and End Date	September 30, 2016 - September 29, 2017 (year 3 Funds)
vii (yr3)	Amount of Federal Funds Obligated by this action	\$182,643 (Year 3 Funds)
viii (yr3)	Total Amount of Federal Funds Obligated to the subrecipient	\$15,000 (Year 3 Funds)
ix	Federal award project description	State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke financed solely by 2014 Prevention and Public Health Funds
x (a)	Name of Federal awarding agency	Department of Health and Human Services, CDC
x (b)	Pass-through entity	Department of Health
x (c)	Contact information for awarding official	Grant County Health District
xi	CFDA # (note dollar amount awarded for this CFDA# in "vii" above)	93.757
xii	Is the award for R&D (research and development)?	No
xiii	Indirect Cost Rate for Subrecipient Award	22% of salaries & benefits