Kittitas County
Review Form
Grants & Contract Agreement

Today's Date 01/16/2014		Agenda Date
Fund/Department 116-Public Health		

Contract/Grant Information

Contract /Grant Agency: NACCHO		
Period Begin Date: Upon Execution		Period End Date: May 31, 2014
Total Grant/Contract Amount: $22,500.00		
Grant/Contract Number: 2013-121221		
Contract/Grant Summary: The NACCHO agreement is awarded to the Kittitas County Public Health Department for the Accreditation Support Initiative project. KCPHD will provide the goods and/or services to NACCHO to enhance the programmatic activities of the CDC as described in attachment of agreement.		

Recommendation for Board of Health and Board of Health Review on _____

Department Head Signature: _____, Administrator Date:_____

Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:
APPROVED AS TO FORM:

_____

Signature of Prosecutor's Office Date

_____

Signature of Auditor's Office Date

_____

Signature of Board of Health member Date

Financial Information

Total Amount $22,500	State Funds $	Federal Funds $22,500
Percentage County Funds	Matching Funds $	CFDA#93.524
	In-Kind $ Explain	
Is Equipment being purchased? No	Who owns equipment?	

New Personnel being hired? No	Contact HR hiring – reporting requirements
Future impacts or liability to Kittitas County:	

Budget Information

Budget Amendment Needed?	Yes ☒ attach budget form	No ☐ Why not
New Division Created?		
Revenue Code – 116-611.81.3.333.93.524		

Pass Through Information

Agency to Pass Through	
Amount to Pass Through	$
Sub-Contract Approved	Date:

Prosecutor Review

Has the Prosecutor reviewed this agreement?	Yes ☐ No ☐

County Departments Impacted

	Auditor		Facilities Maintenance
	Information Services		Human Resource
	Prosecutor		Treasurer

Submitted

Signature:	Date:
Department:	

Assignment of Tracking Information

Auditor's Office	
Human Resource	
Prosecutor's Office	
Who Signed the grant application	

Reviewer	Date

NACCHO CONTRACT # 2 0 1 3 - 1 2 1 2 2 1

CONTRACTOR AGREEMENT

This Contractor Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as "NACCHO"), with its principal place of business at 1100 17th Street, N.W., 7th Floor, Washington, DC 20036, and **Kittitas County Public Health Department** (hereinafter referred to as "Contractor"), with its principal place of business at 507 N. Nanum St, Suite 102, Ellensburg, WA 98926.

WHEREAS, NACCHO wishes to hire Contractor to provide certain goods and/or services to NACCHO;

WHEREAS, Contractor wishes to provide such goods and/or services to NACCHO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

1. PURPOSE OF AGREEMENT: Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of CDC (GRANT # 3U38OT000172-01S1, CFDA # 93.524) as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.

2. TERM OF AGREEMENT: The term of the Agreement shall begin upon execution of the contract and shall continue in effect until May 31, 2014, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.

3. PAYMENT FOR SERVICES: In consideration for professional services to be performed, NACCHO agrees to pay Contractor $22,500 upon receipt and approval of project deliverables, as outlined in Attachment I (Scope of Work). Two equal invoices of $11,250 each must be submitted with the interim and final deliverables. The NACCHO contract number must be included on all invoices. All payments will be made within 30 days of receipt of invoice(s) from contractor and following approval by NACCHO for approved services, as outlined on Attachment I. The final invoice must be received by NACCHO no later than 20 days after the end of the Agreement.

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.

2. PAYMENT OF TAXES AND OTHER LEVIES: Contractor shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.

3. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of NACCHO, if the liability, loss, or damage is caused by, or arises out of, the actions of failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor.

   All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.

   In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Contractor and NACCHO in relation to each party's responsibilities under these joint activities.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.

5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.

6. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.

7. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that

Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the U.S. Department of Health and Human Services.

8. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the consultant, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the consultant and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.

9. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.

10. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.

11. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.

12. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of laws provisions).

13. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope

specified or time frame cited in this Agreement.

14. REMEDIES FOR MISTAKES: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.

15. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 45 C.F.R. Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations). It is the Contractor's responsibility to understand and comply with all requirements set forth therein.

16. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to OMB Circular A-110, Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

17. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to OMB Circular A-110, Contractor will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."

18. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to OMB Circular A-110, Contractor will certify to NACCHO using the required form that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

19. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to OMB Circular A-110, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

20. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either

party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:
Contract Specialist
National Association of County and City Health Officials
1100 17th Street, N.W., 7th Floor
Washington, D.C. 20036
Tel. (202) 507-4272
Fax (202) 783-1583
Email: mtsanga@naccho.org

FOR CONTRACTOR:
Amy Fuller, Assessment Coordinator
Kittitas County Public Health Department
507 N. Nanum St, Suite 102
Ellensburg, WA 98926
Tel: (509) 962-7002
Email: amy.fuller@co.kittitas.wa.us

21. AUTHORITY TO BIND: Each party hereby represents and warrants that the person signing below has the authority to bind such party to this Agreement.

NACCHO:	**CONTRACTOR:**
By: _____	By: _____
Name: Dawn P. Richardson	Name: _____
Title: Senior Director of Grants and Contracts	Title: _____
Date: _____	Date: _____
	Federal Tax ID No: 91-6001349

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

CONTRACTOR AGREEMENT – ATTACHMENT I

SCOPE OF WORK

Kittitas County Public Health Department (WA)

Completed within 30 days of receiving contract from NACCHO:

- Submission of signed contract

Completed no later than Friday, February 14, 2014:

- Participation in relevant project-related calls and/or webinars
- Participation in evaluation processes and activities as requested by NACCHO staff or consultants
- Submission of interim report*
- Submission of invoice for $11,250*

Completed no later than Friday, May 30, 2014:

- Submission of the following deliverables as selected and outlined within the ASI application (note: any proposed changes to a deliverable's work plan, as detailed in the application, must be discussed and approved by NACCHO in advance):
    - Completed QI plan with all required components including descriptions of: 1) key quality terms; 2) desired future state of quality; 3) key elements of the QI governance structure; 4) types of internal QI trainings available and conducted; 5) how projects are identified and initiated and aligned with agency strategic plan; 6) QI goals, objectives, measures with time-framed targets, and responsible parties; 7) plan for collecting, analyzing, and tracking progress toward performance goals and making improvements as needed; and 8) plan for regularly communicating about QI activities**
- Attendance by the Project Coordinator, or another designated individual from the LHD, at the Public Health Improvement Training (PHIT) in Atlanta, GA
- Participation in relevant project-related calls and/or webinars
- Participation in evaluation processes and activities as requested by NACCHO staff or consultants
- Submission of final report*
- Submission of invoice for $11,250*

**Templates for these deliverables will be provided by NACCHO in advance of due date.*

***The LHD submits these deliverables with the understanding that they may be posted to NACCHO's website (may be de-identified if necessary).*

CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

By my signature I attest that _____ has not been debared or suspended pursuant to OMB Circular A-110 and will not subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689 "Debarment and Suspension."

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
ORGANIZATION	DATE SIGNED

Request for Budget Amendment

Date: January 1, 2014 Amendment # 02

Department Use

Department: Public Health

Amount of Requested Budget Amendment **$22,500**
Whole dollars only

Reason for budget amendment:

2014 grants awarded not previously budgeted for

Expenditures: Indicate by budget codes in detail the type of expenses that will be associated with this budget amendment request: (salaries, benefits, supplies, capital outlay, etc)

61181351001 - $11,228
61181352001 - $4,308
61181350098 - $4,407
61181353115 - $305
61181354301 - $2,252

Revenue: Indicate by budget codes in detail the type of revenue that will be funding the above budget amendment request: (grants, fees, etc)

61181333393524 - $22,500

Authorized Signature_____

Approved by Board of County Commissioners:_____
Date_____

Date scheduled for amendment: _____
(To be completed by Auditor)