

INTERAGENCY AGREEMENT

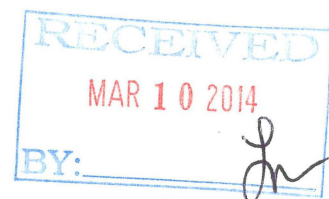
Between

GRANT COUNTY HEALTH DISTRICT

And

KITTITAS COUNTY PUBLIC HEALTH

September 30, 2013-September 29, 2014



THIS AGREEMENT is made and entered into by and between the Grant County Health District, hereinafter referred to as "GRANT" acting as the Hub lead agency for Community Transformation Grant Hub and Kittitas County Public Health, hereinafter referred to as "PARTICIPANT", as authorized by Washington State Department of Health through its funding PURSUANT TO THE AUTHORITY OF 301a,311c,317k2(42usc241a,243bc,247bc2).

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 CTG. These priority issues are:

- Tobacco-free living
- Active living
- Healthy eating
- Healthy and safe physical environments

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 September 30, 2013 unless continued by written agreement or terminated sooner as provided herein.

In consideration whereof:

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 as the Hub lead agency on any services and/or reporting requirements that may be required under this agreement.

Approved Expenses

The expenses allowable under the CTG are for reasonable program purposes, including personnel, travel, supplies and services such as contractual (refer to circular A-87). 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 15 percent of salaries and benefits. PARTICIPANT need not amend the budget if they anticipate going over in any line item 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.

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 (March 31, 2014), 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 (July 31, 2014), 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 Community Transformation Grant Statement of Work guidelines and any federal terms and conditions that may apply.

Audit Requirements:

An organization that expends \$500,000 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 OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations. 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 Hub lead agency, 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.

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.

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.

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



Signature



(Print)



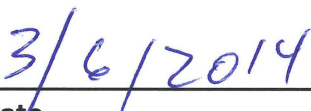
Date

Grant County Health District



Signature

Jefferson Ketchel, Administrator
(Print)



Date

EXHIBIT "A"

KITTITAS PUBLIC HEALTH

As a Participating County in the Regional Hub,

Reimbursement up to \$34,000 shall be paid for the following CTG work deliverables:

1. PARTICIPANT will participate in at least 80% of the Regional Smoke-Free College Campus workgroup meetings.
2. PARTICIPANT will provide outreach and technical assistance on smoke-free college campus policies to Kittitas County's one university, Central Washington University (CWU).
3. PARTICIPANT will assist Kittitas County departments to create a workplace wellness council to address workplace wellness policies and practices.
4. PARTICIPANT will assist two additional Kittitas county employers to improve workplace wellness policies and practices.
5. PARTICIPANT will provide a monthly progress report on the activities outlined in the work plan submitted by PARTICIPANT to GRANT by the 6th of the following month.

Billing Information:

All A-19 Invoice billings with original signatures and detailed documentation attached are to be sent to Grant County Health District PO Box 37 Ephrata, WA 98837 attn: Ryan Brimacombe.

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—(i.e. Tobacco Prevention ends Mar 28, 2014), these billings should be submitted within 25 days after the close of the month to allow GRANT adequate time to report information to Department of Health.

Description	Budget
DIRECT:	
Salaries	\$18,767.60
Benefits	\$7,319.36
Goods & Services	\$2,000.00
Training & Travel	\$2,000.00
Total Direct	\$30,086.96
INDIRECT:	
Overhead (Max 15% of Salaries & Benefits)	\$3,913.04
Total Budget	\$34,000.00
Funding Source (expiration date)	
CDC Comp Cancer: CFDA #93.283 (Jun 30, 2014)	\$1,764.00
CDC Tobacco Prev: CFDA #93.283 (Mar 28, 2014)	\$4,000.00
PHBG LHD: CFDA #93.991 (Sep 30, 2014)	\$28,236.00
Total Funding	\$34,000.00