Kittitas County
Review Form
Grants & Contract Agreement

Today's Date 04/07/2015		Agenda Date
Fund/Department 116-Public Health		

Contract/Grant Information

Contract /Grant Agency: Interagency Agreement between Grant County Health District and Kittitas County Public Health		
Period Begin Date: January 1, 2015		Period End Date: September 29, 2017
Total Grant/Contract Amount: Reimbursement up to $17,500.00		
Grant/Contract Number:		
Contract/Grant Summary: This agreement is made and entered into between Grant County Health District and Kittitas County Public Health Department 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 tobacco prevention and control in Central Washington.		

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 $17,500	State Funds $5,750	Federal Funds $11,750
Percentage County Funds	Matching Funds $	CFDA#93.758

	In-Kind $ Explain
Is Equipment being purchased?	Who owns equipment?
New Personnel being hired?	Contact HR hiring – reporting requirements
Future impacts or liability to Kittitas County:	

Budget Information

Budget Amendment Needed? New Division Created?	Yes ☒ will enter in budget center	No ☐ Why not
Revenue Code 116-612.44.334.04.93 - $2,500 116-612.44.03.333.93.758 - $10,000 116-612.44.04.333.93.758 - $1,750 116-612.44.04.334.04.93 - $3,250		

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

INTERAGENCY AGREEMENT
Between
GRANT COUNTY HEALTH DISTRICT
And
Kittitas County Public Health Department
January 1, 2015 – September 29, 2017

THIS INTERAGENCY AGREEMENT is made and entered into pursuant to Chapter 39.34 RCW, the Inter local 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 tobacco prevention and control in Central Washington.

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, 2017 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 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 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 the organization's approved overhead rate. PARTICIPANT need not amend the budget if they anticipate going over in any line item within 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 statement of work end date:

(1) At mid-year (May), 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 statement of work deliverables, 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 Program 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 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.

Agreement Alterations and Amendments

GRANT and PARTICIPANT may mutually amend this agreement. Such amendments shall not by 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 Jefferson Ketchel 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 address:

To GRANT:	Grant County Health District 1038 W. Ivy St. Moses Lake, WA 98837
Primary Contact:	Jefferson Ketchel, 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 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.

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	**Grant County Health District**
_____	_____
Signature	**Signature**
Robin Read, Administrator	**Jefferson Ketchel, Administrator**
(Print)	**(Print)**
_____	_____
Date	**Date**

EXHIBIT "A"

Kittitas County Public Health Department

Reimbursement up to $17,500 shall be paid for the following Central Washington tobacco prevention strategies.

Up to $2,500 shall be paid for Community Assessments of Neighborhood Stores Deliverables (CANS):

- PARTICIPANT will research and to determine if past CANS assessments were completed in Kittitas County communities in the past four years and send copies of the forms to GCHD.
- PARTICIPANT will provide training to the youth who will be conducting the CANS assessments on media and advertising awareness. Send sign in sheets to GCHD.
- PARTICIPANT will assure that the adult guides and youth review the CANS "How to" PowerPoint. Send sign in sheets to GCHD.
- PARTICIPANT will partner with local youth prevention coalitions to complete new CANS assessments for 20-30 retailers.
- PARTICIPANT will return fully completed CANS forms to GCHD for analysis.
- PARTICIPANT will work with 3-4 tobacco retailers to:
    - Reduce the number of tobacco advertisements displayed in the business.
    - Have a "purchaser birth date" sign displayed at the cash register.
- PARTICIPANT will assist the youth to:
    - Share CANS findings with at least two City Councils, Board of Health or other group of elected officials.
    - Recognize outstanding tobacco retailers and share CANS findings through media releases and/or social media.
- PARTICIPANT will provide a monthly progress report by the 8th of the following month. First report will summarize January-March activities and will be due on April 30, 2015.
- Work must be completed by Sept. 29, 2015.

Up to $10,000 shall be paid for Tobacco/Smoke Free Workplace Environments.

- PARTICIPANT will continue to provide tobacco free workplace technical assistance and assessment to with Kittitas County's one university campus and one additional employer in Kittitas County.
- PARTICIPANT will assist the campuses with implementation evaluation.
- PARTICIPANT will provide a monthly progress report by the 8th of the following month. First report will summarize January-March activities and will be due on April 30, 2015.
- Work must be completed by Sept. 29, 2015.

Up to $5,000 E cigarette/vape product education with local Boards of Health, City, School, or County Officials that addresses youth access and/or youth exposure to vape products.

- PARTICIPANT will provide e cigarette vape product education, assessment, and policy and/or ordinance technical assistance to Board of Health, city, school, or county officials within Kittitas County that prevents youth access or exposure to e cigarettes.
- PARTICIPANT will provide a monthly progress report by the 8th of the following month. First report will summarize January-March activities and will be due on April 30, 2015.

- PARTICIPANT may conduct e cigarette compliance checks.
- Work must be completed by September 29, 2015.

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.

Budget:

Description	Community Assessments of Neighbor-hood Stores	Tobacco/ Smoke Free Workplace Environment	E-Cigarette/ Vape Product Education	Total Budget
DIRECT:				
Salaries				
Benefits				
Travel				
Goods & Services				
Total Direct Costs:				
INDIRECT:				
Overhead				
Total Funding	**$2,500.00**	**$10,000.00**	**$5,000.00**	**$17,500.00**
Funding Source (Youth Tobacco Prevention: No CFDA #, BARS # 334.04.93) **Expires 06/30/2015**				**$5,750.00**
Funding Source (FFY14 PHBG CBP Tobaco--PPHF: CFDA # 93.758, BARS # 333.93.75) **Expires 09/30/2015**				**$11,750.00**

Form A19-1A (Rev. 5/91)	State of Washington INVOICE VOUCHER

Agency Use Only		
Agency No.	Location Code	P.R. or Auth. No.

AGENCY NAME

Grant County Health District
1038 W Ivy Ave
Moses Lake, WA 98837

VENDOR OR CLAIMANT (Warrant is to be payable to)

INSTRUCTIONS TO VENDOR OR CLAIMANT:
Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

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.
(Signature)

By_____

(Title) **(Date)**

Federal ID No. or Social Security No. (For Reporting Personal Services Contract Payments to I.R.S.)	Received By	Date Received

Month:	Community Assessments of Neighborhood Stores	Tobacco/Smoke Free Workplace Environment	E-Cigarette/Vape Product Education	Total
Salaries				
Benefits				
Goods & Services				
Indirect Costs				
Total				
Prepared by	Date	Agency Approval	Date	