Kittitas County Review Form Grants & Contract Agreement



Today's Date 03/05/2015		Agenda Da	te		
Fund/Department 116-Public Health	B				
Contract/Grant Information					
Contract /Grant Agency: Interagency Agreement between Grant County Health District and Kittitas					
County Public Health Department					
Period Begin Date: January 1, 2015		Period End	Date: September 29, 2018		
Total Grant/Contract Amount: \$18,50	00.00				
Grant/Contract Number:					
Contract/Grant Summary: The agreement is made and entered i					
County Public Health to provide a me transfer of funds necessary to carry o North Central Washington Healthy Coprogram.	chanism for the out the out the priority he	collaborative v alth improver	vork, completion of deliverables, and ment initiatives associated with the		
Recommendation for Board of I Department Head Signature:					
Kittitas County Prosecutor, Auditor, a APPROVED AS TO FORM: Signature of Prosecutor's Office Signature of Auditor's Office	4/1/2015 Date 4/14/15 Date	alth Review a	nd Comment:		
Financial Information	0 5				
Total Amount \$18,500.00	State Funds \$		Federal Funds \$18,500.00		

Percentage County Funds Matching Funds \$		CFDA#93.757				
		In-Kind \$				
Is Equipment being purch	20043	Explain	~			
Is Equipment being purchased? Who owns end was end with the work of the work o					ting requiremer	.
Future impacts or liability			111111	g – repo	ting requiremen	its
ruture impacts of hability	to Kiti	illas County.				
Pudget Information						
Budget Information	- 12	V 🗔			A1 🗔	
Budget Amendment Need		Yes x attach budg Will enter in budget ce			No Why not	
New Division Created?		will effer in budget ce	inter			
Revenue Code	. II.a.	althu. Camamaunitiaa				
116-612.49.03.333.93.757 Component #1	– не	aitny Communities				
116-612.49.04.333.93.757	′ _ Ho	althy Communities				
Component #2	-116	altily Collinianities				
Component #2						
Pass Through Informa	tion					
Agency to Pass Through						
Amount to Pass Through	\$					
Sub-Contract Approved	Date	2:				
Prosecutor Review						
Has the Prosecutor rev	/iewe	ed this agreemer	ıt?	\	'es□ No □	
County Departments I	mpa	cted				
Auditor				Facilitie	s Maintenance	
Information Services				Human	Resource	
Prosecutor				Treasu	er	
Submitted						
Signature:			Т	Date:		
Department:			1			
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Assignment of Trackin	g Inf	ormation				
Auditor's Office	- J		_			
Human Resource						
Prosecutor's Office						
Who Signed the grant application						
:Oa a D. a akk						
Reviewer			[Date		
Grant/Contract Review				1		Page 2
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BOARD OF COUNTY COMMISSIONERS COUNTY OF KITTITAS STATE OF WASHINGTON

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

RESOLUTION No.	. 2015 -
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WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate for mutual advantage; and

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 the Grant County Health District wish to collaborate 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, All parties have agreed to enter into such an agreement under the terms and conditions of the Interagency Agreement shown on and attached hereto; and

WHEREAS, the Board of County Commissioners authorized the execution of this Interagency Agreement by action taken at a regular meeting; and

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

ADOPTED this day of	2015.			
	BOARD OF COUNTY COMMISSIONERS KITTITAS COUNTY, WASHINGTON			
	Gary Berndt, Chairman			
ATTEST: CLERK OF THE BOARD	Obie O'Brien, Vice-Chairman			
Julie A Kiorsvik	Paul Jewell Commissioner			

INTERAGENCY AGREEMENT

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:

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 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 (April, 2015), 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, 2015), 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 \$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:

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

<u>Savings</u>

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.

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		
Dahin Dand Administrator	Jefferson Ketchel, Administrator		
Robin Read, Administrator (Print)	(Print)		
Date	Date		

EXHIBIT "A"

Kittitas County Public Health Department

Reimbursement up to \$11,000 shall be paid for the following <u>Component #1</u> healthy communities strategies. Reference the detailed work plan approved by Washington State Department of Health for specific activities and deadlines.

Deliverables:

- 1. PARTICIPANT will work with a retail or community venue to strengthen healthier food access by increasing availability, improved pricing, placement, and promotion. (PS2)
- 2. PARTICIPANT will work with up to two worksites to promote physical activity through signage, worksite policies and shared use/joint use agreements.
- 3. 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 8, 2015.

Reimbursement up to \$7,500 shall be paid for the following <u>Component #2</u> healthy communities strategies. Reference the detailed work plan approved by Washington State Department of Health for specific activities and deadlines.

Deliverables:

- 1. PARTICIPANT will assist Community Choice, Grant County Health District, and Washington State Department of Health to provide linkages for Component #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.
- 2. 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 8, 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	Component #1	Component #2	Total		
DIRECT:					
Salaries	5158	4044			
Benefits	1927	1496			
Travel		741			
Goods & Services	2356				
Total Direct Costs:	9441	6281			
INDIRECT:					
Overhead (22.0% of Salaries & Benefits)	1559	1219			
Total Funding	\$11,000	\$7,500	\$18,500		
Funding Source (expiration date)	93.757 (September 29, 2015)				

			Agency Use Only		
Form A19-1A (Rev. 5/91)	State of Washington INVOICE VOUCHER	Agency No.	Location Code		P.R. or Auth. No.
	A OFNOV NAME	,			
	AGENCY NAME				
1038 W Ivy	ty Health District Ave e, WA 98837	Submit this	ONS TO VENDOR OR s form to claim pay etail for each item.		s, merchandise or services. Show
VENDOR	OR CLAIMANT (Warrant is to be payable to)	1			
		listed herei State of Wa provided w national ori (Signature	n are proper charges ashington, and that a ithout discrimination gin, handicap, religio	s for materials, mer all goods furnished a because of age, s nn, or Vietnam era o	ty of perjury that the items and totals chandise or services furnished to the land/or services rendered have beesex, marital status, race, creed, colour disabled veterans status.
		(Title)			(Date)
Federal ID No. or Socto I.R.S.)	cial Security No. (For Reporting Personal Services Contract Payments	Received I	Зу		Date Received
Date	Description	Component	#1 Compon	ent #2	Total
	Month:				c
	Salaries				
	Benefits				
	Travel				

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Goods & Services

only

TOTAL

Indirect Rate: 22% of salary/benefits