# Kittitas County Review Form Grants & Contract Agreement



Today's Date   11/28/2016	Agenda Date
Fund/Department	
116-Public Health	
6	
Contract/Grant Information	
Contract /Grant Agency: Interagency Agreement be (1422)	tween Grant County and KCPHD Amendment 2
Period Begin Date: January 1, 2015	Period End Date: September 29, 2018
Total Grant/Contract Amount: Increase of \$15,000	
consideration of \$50,757.23	,
Grant/Contract Number:	
Contract/Grant Summary:	
The Interagency Agreement between Grant County	•
	we work, completion of deliverables, and transfer of funds
necessary to carry out the priority health improvement i Healthy Communities Obesity, Diabetes, Heart Disease a	
Treaterly communities obesity, blubetes, freute bisease a	and ottoke trevention trop, and
2	
Recommendation for Board of Health and E	Board of Health Review on
Department Head Signature:	, Administrator Date:
Kittitas County Prosecutor, Auditor, and Board of H	dealth Review and Comment:
APPROVED AS TO FORM:	leath Review and Comment.
	4
Signature of Prosecutor's Office Date	
Signature of Auditor's Office Date	
Signature of Board of Health member Date	
Financial Information	
Total Amount \$15,000.00 State Funds \$	Federal Funds \$15,000.00

Grant/Contract Review Page 1

Percentage County Funds	Matching Fu	nds \$	CFDA#93.757				
	In-Kind \$	l '					
Is Equipment being purchase	hased? Who owns equipment?						
New Personnel being hired?  Contact HR hiring – reporting requirements							
		iii iiig — repoi	thig requirements				
Future impacts or liability to Kittitas County:							
	=						
Budget Information Budget Amendment Needed	Voc 🗆 attack budge	-	No W Mhorast				
New Division Created?	Yes attach budge	et form	No X Why not Included in 2017 budgeting process				
Revenue Code			madada ii 2017 baagetii g process				
116-612.49.03.333.93.757 -	\$7.500						
116-612.49.04.333.93.757 -	•						
	1						
Pass Through Information	on						
Agency to Pass Through							
Amount to Pass Through \$							
Sub-Contract Approved [	Date:						
Dunganatan Davien							
Prosecutor Review	and the same of th						
Has the Prosecutor revie	ewed this agreemer	it? Y	'es □ No □				
County Donartmonto Inc	waatad						
County Departments Im	ірастец	Facilitie	a Maintanana				
Information Services			s Maintenance				
Prosecutor	_	Treasur	Resource				
Prosecutor		Treasur	ei				
Submitted							
Signature:		Date:					
Department:							
· · · · · · · · · · · · · · · · · · ·			5:				
Assignment of Tracking Information							
Auditor's Office							
Human Resource							
Prosecutor's Office							
Who Signed the grant application							
Reviewer		Date					

# INTERAGENCY AGREEMENT 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:

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 10<sup>th</sup> 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 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 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

# <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.

# §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	Grant County Health District		
Signature	Signature		
Robin Read, Administrator (Print)	Theresa Adkinson, Administrator (Print)		
Date	Date		

# **EXHIBIT "A"**

# **Funding Information:**

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Funding (LHJ Use Start	Period Only) End Date	Current Considerati on	Change Increase (+)	Total Consideration
State and Local Public	93,757	333.93.75	<b>Date</b> 09/30/16	09/29/17	0	15,000	15,000
HealthActions to Prevent	93.737	333.93.73	09/30/16	09/29/17	0	15,000	15,000
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	20 202	(0. 607. 07)	+11 505 12
State and Local Public Health Actions to Prevent	93.757	333.93.75	01/01/15	09/29/16	20,203 <del>18,500</del>	(8,697.87) * <del>(7,797)</del>	*11,505.13 <del>20,203</del>
Obesity, Diabetes, Heart					10,500	9,500	20,203
Disease and Stroke financed						.,	
solely by 2014 Prevention							
and Public Health Funds							
State and Local Public Health Actions to Prevent	93.757	333.93.75	09/30/15	09/29/16	20,500	3,752.10	24,252.10
Obesity, Diabetes, Heart					0	<del>20,500</del>	<del>20,500</del>
Disease and Stroke financed							
solely by 2014 Prevention							
and Public Health Funds				U			
TOTALS					40,703	10,054.23	50,757.23
					18,500	<del>22,203</del>	40,703

<sup>\*</sup> 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.

# **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,	Monthly progress report by 8 <sup>th</sup> of	Sep 29, 2017	Reimbursement for actual expenditures,
	and promotion. (Component #1—PS2)	the following		not to exceed total

<sup>\* \$802.18</sup> 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.

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 though signage, worksite policies, social support, and joint-use agreements. (Component #1- PS3)	Monthly progress report by 8 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> of the following month	<del>Sep 29,</del> <del>2015</del> 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 <sup>th</sup> of the following month	<del>Sep 29,</del> <del>2015</del> 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 <sup>th</sup> of the following month	<del>Sep 29,</del> <del>2015</del> Sep 29, 2016	Reimbursement for actual expenditures, not to exceed total funding consideration

# **Line Item Budget:**

Year 3:

Component #1 = \$11,000 Component #2 = \$4,000

	Kittitas Budget						
<del>Description</del>	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	<del>6,041</del>	<del>296</del>	<del>1,365</del>	4,040	<del>6,415</del>	4,335	22,492
Benefits	<del>2,328</del>	<del>108</del>	<del>520</del>	<del>1,53</del> 4	<del>2,438</del>	<del>1,649</del>	8,577
Goods & Services (includes travel & Kittitas Hospital)			<del>200</del>	<del>200</del>	<del>2,200</del>	<del>200</del>	<del>2,800</del>
Total Direct Costs:	8,369	404	<del>2,085</del>	<del>5,774</del>	11,053	6,184	33,869
INDIRECT:							
Overhead (22% of Salaries & Benefits)	<del>1,841</del>	<del>89</del>	415	<del>1,226</del>	<del>1,947</del>	<del>1,316</del>	<del>6,83</del> 4
Total Funding	10,210	493	2,500	7,000	13,000	7,500	40,703
Funding Source (expiration date)	<del>93.757 (Se</del>	<del>29, 2015)</del>	<del>93.757 (Se</del>	<del>29, 2016)</del>	<del>93.757 (Sep</del>	<del>29, 2016)</del>	

				Agency Use Only	
Form A19- 1A (Rev. 5/91)	State of Was	-		ocation Code	
A	GENCY NAME		INSTRUCTIONS TO VENDO	OR OR CLAIMANT:	
Grant County Health 1038 W Ivy Ave	District		Submit this form to claim complete detail for each it	payment for materials, mercha em.	ndise or services. Show
Moses Lake, WA 988	337		totals listed herein are pro furnished to the State of W rendered have been provide	eby certify under penalty of pe per charges for materials, mer /ashington, and that all goods Jed without discrimination bec national origin, handicap, relig	chandise or services furnished and/or services ause of age, sex, marital
VENDOR OR CLA	AIMANT (Warrant is to I	be payable to)	(Signature)  By		
Month			(Name, Title)		(Date)
	4400 14 14 14 14 14 14 14 14 14 14 14 14 14				
	1422 Year 1 Car Comp #1 (YR1)	Comp #2 (YR1)	1422 Yea Comp #1 (YR2)	Comp #2 (YR2)	Total
Salaries					\$ -
Benefits					\$ -
Goods & Services					\$ -
Indirect Costs					\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -
Prepared by	Phone #	Date	Agency	/ Approval	Date

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
lv	Federal Award Identification #	1U58DP005531-01
٧	Federal Award Date	9/30/2014
	Subaward Period of	January 1, 2015 - September 29, 2016 (includes year 1
Vi (yr1)	Performance Start and End Date	carryover funds)
	Amount of Federal Funds	
Vii (yr1)	Obligated by this action	\$182,643 (includes year 1 carryover funds)
	Total Amount of Federal Funds	
Viii (yr1)	Obligated to the subrecipient	\$11,505.13 \$20,203 (Includes Year 1 Carry over Funds)
	Subaward Period of	
Vi (yr2)	Performance Start and End Date	September 30, 2015 - September 29, 2016 (year 2 Funds)
\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \	Amount of Federal Funds	
Vii (yr2)	Obligated by this action	\$182,643 (Year 2 Funds)
\ \/::: /a\	Total Amount of Federal Funds	624.252.40.620.500.0V2.5vv-l-)
Viii (yr2)	Obligated to the subrecipient Subaward Period of	\$24,252.10 <del>\$20,500</del> (Year 2 Funds)
Vi (yr3)	Performance Start and End Date	Sontambar 20, 2016, Sontambar 20, 2017 (consultation
VI (VIS)	Amount of Federal Funds	September 30, 2016 - September 29, 2017 (year 3 Funds)
Vii (yr3)	Obligated by this action	\$182,643 (Year 3 Funds)
VII (¥15)	Total Amount of Federal Funds	7102,043 (Tear 3 Famus)
Viii (yr3)	Obligated to the subrecipient	\$15,000 (Year 3 Funds)
lx	Federal award project description	State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke financed soley 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
	Contact information for	
x (c)	awarding official	Grant County Health District
	CFDA # (note dollar amount	
	awarded for this CFDA# in "vii"	
xi	above	93.757
	Is the award for R&D (research	
xii	and development)?	No
xiii	Indirect Cost Rate for Subrecipient Award	22% of salaries & benefits