

Kittitas County Review Form Grants & Contract Agreement



Today's Date 09/13/2017	Agenda Date
Fund/Department 116-Public Health	

Contract/Grant Information

Contract /Grant Agency: Accountable Communities of Health (ACH)	
Period Begin Date: July 1, 2017	Period End Date: December 31, 2017
Total Grant/Contract Amount: Not to exceed \$1,374.00	
Grant/Contract Number:	
Contract/Grant Summary: The Agreement is entered into by and between Walla Walla County Department of Community Health, hereinafter "County," and Kittitas County Public Health Department, hereinafter "Contractor," for engagement and participate with Greater Columbia Accountable Community of Health, as outlined in the attached Statement of Work. The rights and obligations of both parties are governed by the General Terms and Conditions, and the following Exhibits attached.	

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

Department Head Signature: _____, Administrator Date: _____
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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 \$	State Funds \$	Federal Funds \$
Percentage County Funds	Matching Funds \$	CFDA#

	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?	Yes <input type="checkbox"/> attach budget form	No <input type="checkbox"/> Why not
New Division Created?		
Revenue Code		

Pass Through Information

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

Prosecutor Review

Has the Prosecutor reviewed this agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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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
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GENERAL TERMS AND CONDITIONS

1. **Definitions.** For the purposes of this Agreement, including all documents incorporated by reference, terms that are defined in Washington Administrative Code (WAC) shall have meanings defined therein. Additionally, the words and phrases listed below, as used in the Agreement, shall each have the following definitions:
 - 1.1. "Agreement" means this County and Contractor Agreement regarding General Terms and Conditions and any documents incorporated by reference.
 - 1.2. "CFR" means Code of Federal Regulations. All references in this Agreement and any Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
 - 1.3. "Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
2. **Background Checks.** In accordance with RCW 43.20A.710, RCW 43.43.832, RCW 74.34, and RCW 71A.10.020, when applicable, Contractor's staff, subcontractors or volunteers who have unsupervised access to children or vulnerable adults are required to have a background check, and all persons convicted of crimes listed in RCW 43.43.830 and RCW 43.43.842 are prohibited from having access to clients.
3. **Billing and Payment for Contractor Services:** County shall pay Contractor for services on a reimbursement basis, pursuant to terms set forth in Exhibit B or Exhibit C – Budget. No payment shall be made for any service that is not identified within this Agreement.
 - 3.1. Contractor shall submit claims for reimbursement by the tenth (10th) working day following the end of the month in which the expenses claimed were incurred. County agrees to make payment with County warrants, as approved by the Auditor of County, within thirty (30) working days following receipt of Contractor's claim for reimbursement, contingent on the availability of funds.
 - 3.1.1. Claims for reimbursement shall be submitted in writing, in a format approved by County. Payment shall be based upon itemized billings supported by accompanying documentation.
 - 3.1.2. County shall compensate Contractor no more often than monthly for Contractor's service. No payment shall be made in the month services are rendered unless otherwise approved by County.
 - 3.2. In the event Contractor fails to perform any substantial obligation under this Agreement and said failure has not been cured, County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.
4. **Compliance with Applicable Law.** At all times during the term of this Agreement, Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
5. **Confidentiality.** Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by County or acquired by

Contractor in performance of this Agreement, except upon the prior written consent of Walla Walla County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over County. Contractor shall immediately give to County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision. The parties to this Agreement shall comply with applicable Federal and State laws and regulations governing privacy, confidentiality or security of patient information, including without limitation Chapter 70.02 RCW, Medical Records – Health Care Information Access and Disclosure; Chapter 42.17 RCW, Disclosure – Campaign Finances – Lobbying – Records; and the Health Insurance Portability and Accountability Act, including but not limited to the “HIPAA Privacy Rule,” 45 CFR Parts 160 and 164.

6. **Conflict of Interest.** Contractor shall, in all matters concerning this Agreement, avoid any actions that may constitute a conflict of interest.
7. **Debarment Certification.** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in transactions by any Federal department or agency.
8. **Disputes.** Except in the event of a dispute arising from County’s decision to terminate this Agreement for default, County and Contractor agree to first attempt resolution of disputes informally, by a mutually negotiated process.
9. **Entire Agreement.** This Agreement, including all documents incorporated by reference, contains all terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of the Agreement shall be deemed to exist or bind the parties.
10. **Execution and Amendment.** This Agreement shall be binding on the parties only upon execution by authorized representatives of County and Contractor. This Agreement may be altered only by a written amendment executed by authorized representatives of County and Contractor.
11. **Financial Certification.** Within 60 days of the execution of the Contract, Contractor shall submit to the County, Contractor Certification Documentation form including the Contractor status as Non-Profit, Corporation, Governmental, Individual or Other Entity. The applicable financial certification documents must also be submitted to the County once every 12 months:
 - 11.1. W-9 Form, Request for Taxpayer Identification
 - 11.2. Last Audited Financial Statements, or Form 990; or Form 990T; or Form 1120 for Corporations; or Schedule C from 1040 for individuals.
12. **Indemnification and Hold Harmless.** Contractor will indemnify, hold harmless and defend the County from all claims, costs, damages or expenses including reasonable legal expenses arising out of the negligence or wrongful acts of the Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees. In the case of negligence of both County and Contractor any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or

property resulting from any act or omission on the part of itself, its employees, its subconsultants, its officers, and its agents.

13. **Industrial Insurance Waiver:** With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.
14. **Independent Status/Contractor.** Contractor's services shall be furnished as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by Contractor as an independent contractor. It is understood and agreed that County is not responsible for payroll deductions of any kind, including but not limited to, Federal Taxes, FICA and/or employee benefits.
15. **Inspection.** During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, Contractor shall provide reasonable access to Contractor's place of business, Contractor records, and client records, to County and to any authorized agent of the state of Washington or the federal government in order to monitor, audit, and evaluate Contractor's performance and compliance with applicable laws, regulations, and this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payroll, and records of matters covered by this Agreement.
16. **Insurance.** Contractor is a member of the Washington Counties Risk Pool. Contractor shall notify County forty-five (45) days before cancellation or reduction in Contractor insurance coverage.
 - 16.1. Worker's Compensation Insurance: If applicable, Contractor shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be Contractor's assurance that coverage is in effect.
17. **Licensure.** Contractor shall obtain and maintain continuously for the duration of this Agreement, all licenses, certifications and/or registrations required for carrying out the contracted services.
18. **Non-Discrimination.** Contractor shall not unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin, Vietnam era or disable veteran status, or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.
 - 18.1. In Employment. Contractor shall not discriminate against any employee or employment because of race, color, sex, religion, national origin, creed, marital status, age Vietnam era or disable veterans status, or the presence of any sensory, Intellectual, or physical disability, or the use of any trained dog guide or service animal by a person with a disability. Contractor shall take affirmative action to ensure that employees are employed and treated during employment without discrimination. Such action shall include, but not be limited to, the following:

employment upgrading, demotion, or transfer; or recruitment or selection for training, including apprenticeships and volunteers.

- 18.2. **In Services.** Contractor shall not discriminate against any person eligible for services or participation in the program because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam Era or disabled veterans, status or the presence of any sensory, intellectual or physical disability, or the use of any trained dog guide or service animal by a person with a disability, or the use of any trained dog guide or service animal by a person with disabilities.
19. **Notice, Venue and Choice of Law.** Any notices, payments and communications permitted or required between County and Contractor shall be given or made by personal delivery or by mailing the same to the other party at the addresses on the first page of this Agreement, or such address as either party may in writing hereinafter indicate. In the event litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Walla Walla. This Agreement shall be governed by the laws of the State of Washington.
20. **Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- 19.1 Applicable federal and State of Washington statutes and regulations;
 - 19.2 General Terms and Conditions contained in this Agreement;
 - 19.3 Special Terms and Conditions contained in this Agreement;
 - 19.4 Exhibits, if any, as indicated on page one (1) of this Agreement;
 - 19.5 Any other material incorporated herein by reference.
21. **Ownership Of Material.** Material created by Contractor and paid for by County as a part of this Agreement shall be owned by County and shall be “work made for hire” as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which Contractor uses to perform this Agreement but which is not created for or paid for by County is owned by Contractor.
22. **Records.** The parties to this Agreement shall comply with all Federal and State laws and regulations governing privacy, confidentiality or security of records, including without limitation, the Washington Uniform Healthcare Information Act, Chapter 70.02 RCW, Medical Records – Health Care Information Access and Disclosure; Chapter 42.56 RCW Public Records Act; and the Health Insurance Portability and Accountability Act, including but not limited to the “HIPAA Privacy Rule,” 45 CFR Parts 160 and 164.
- 22.1. **Financial Records.** Contractor shall have a system of accounting and internal controls in compliance with generally accepted accounting principles and standards, and shall maintain sufficient books, records, documents, reports and other evidence to accurately document all costs incurred in relationship to contracted services.

22.2. Clinical/Consumer Service Records. The Contractor shall comply with all state and federal requirements regarding the maintenance and content of records relating to services provided to individual clients under this Agreement.

23. **Right to Review and Record Retention.** This Agreement may be subject to review by any Federal or State auditor. County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by County. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County Agents or employees, inspection of all records or other materials which County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for six (6) years after Agreement termination, and shall make them available for review, upon request, within Walla Walla County, State of Washington

24. **Severability.** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of the Agreement.

25. **Subcontracting**

25.1. Contractor may, without prior notice to County, subcontract with agencies specifically identified in the Statement of Work. For subcontracts with an agency, person, partnership, corporation or governmental entity **not** identified in the Statement of Work, Contractor shall obtain written approval from County at least forty (40) days prior to the proposed effective date of a new or amended subcontract.

25.1.1. Contractor shall be responsible for the acts and omissions of its subcontractors.

25.1.2. For the purpose of this Agreement, vendors used regularly by Contractor are not subcontractors.

25.1.3. A personal services contract between Contractor and an individual does not require prior approval by County.

25.2. All subcontracts entered into by Contractor for performance of services defined herein shall be in writing and shall contain language substantially as provided in the following sections of this agreement:

- | | |
|-------------------------------------|---|
| • Accounting | • Insurance |
| • Background Checks | • Licensure and Bonding |
| • Compliance with Applicable Law | • Non-discrimination in Client Services |
| • Confidentiality | • Records |
| • Conflict of Interest | • Record Maintenance and Retention |
| • Definitions | • Reporting |
| • Debarment Certification | • Treatment of Property |
| • Indemnification and Hold Harmless | • Subcontracting |
| • Independent Audit | • Subrecipient |
| • Inspection | |

- 25.3. County reserves the right to inspect and approve any subcontract document. In the event of subcontract inspection by County, approval will be assumed unless County informs Contractor that the subcontract is disapproved within forty (40) calendar days of receipt of the subcontract document by County.

26. Subrecipients

- 26.1. General. If Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Agreement, Contractor shall:
- 26.1.1. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - 26.1.2. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - 26.1.3. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - 26.1.4. Incorporate OMB Circular A-133 audit requirements into all agreements between the Contractor and its subcontractors who are subrecipients;
 - 26.1.5. Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
 - 26.1.6. Comply with the applicable requirements of OMB Circular A-87 and any future amendments to OMB Circular A-87, and any successor or replacement Circular or regulation; and
 - 26.1.7. Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E, and G, and 28 C.F.R. Part 35 and Part 39. (See www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and regulations.)
- 26.2. Single Audit Act Compliance. If Contractor is a subrecipient and expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, Contractor shall:
- 26.2.1. Submit to County the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

- 26.2.2. Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, and prepare a "Summary Schedule of Prior Audit Findings."
- 26.3. Overpayments. If it is determined by County, or during the course of the required audit, that Contractor has been paid unallowable costs under this Agreement, County may require Contractor to reimburse County in accordance with OMB Circular A-87.
27. **Survivability.** The terms and conditions contained in the Agreement that, by their sense and context, are intended to survive the expiration of the Agreement shall so survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Indemnification and Hold Harmless, Inspection, Records, Right to Review and Record Retention, Ownership of Material, Termination for Default, Termination Procedure.
28. **Termination.** The terms and conditions of this Agreement shall remain in full force and effect during the specified Agreement period unless specifically terminated, or modified by mutual assent of the parties hereto, regardless of the termination or modification of any contract or subcontract of which this Agreement is a part. Termination of this Agreement by either party in accord with the terms herein shall not constitute a breach of contract.
- 28.1. Termination for Convenience. Either County or Contractor may terminate this Agreement for convenience, in whole or in part, whenever either determines such termination to be in its best interest. Such termination shall require notice of thirty (30) calendar days. When the Agreement is terminated in accordance with this paragraph, Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work.
- 28.2. Termination Due to Change in Funding. If the funds County relied upon to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, County may terminate this Agreement by providing written notice to Contractor. Termination shall be effective on the date specified in the notice of termination.
- 28.3. Termination for Default. County may terminate this Agreement for default, in whole or in part, by written notice to Contractor, if County has a reasonable basis to believe that Contractor has:
- Failed to meet or maintain any requirement for contracting with County;
 - Failed to perform under any provision of this Agreement;
 - Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement;
 - Become insolvent or declared bankrupt, committed any act of bankruptcy or insolvency, or made an assignment for the benefit of creditors, and/or
 - Otherwise breached any provision or condition of this Agreement.
- 28.3.1. Before County may terminate this Agreement for default, County shall provide Contractor with written notice of Contractor's noncompliance with this Agreement and provide Contractor a reasonable opportunity to correct said noncompliance. If Contractor has not corrected its noncompliance

within the period of time specified in the written notice of noncompliance, County may then terminate this Agreement.

28.3.2. County may terminate this Agreement for default without written notice and without opportunity for correction if County has a reasonable basis to believe that Contractor has failed to ensure the health or safety of any client for whom services are being provided under this Agreement, or that Contractor has violated any law, regulation, rule or ordinance applicable to the services provided under this Agreement.

28.3.3. If the Agreement is terminated for default, Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to County resulting from such default shall be deducted from any money due or coming due to Contractor. Contractor shall be liable for actual, incidental and consequential damages, including the reasonable cost of procuring similar services actually procured by the County from another source to fully execute the Contractor's duties under this Agreement.

29. Termination Procedure. The following provisions apply in the event this Agreement is terminated:

29.1. Contractor shall cease to perform any services required by the Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services

29.2. County shall be liable for and shall pay for only those services authorized and provided through the date of termination. County may pay an amount agreed to by the parties for partially completed work and services, if work products are useful to or usable by County.

29.3. If this Agreement is terminated for default, County may withhold a sum from the final payment to Contractor that County determines necessary to protect County against loss or additional liability. County shall be entitled to all remedies available at law, in equity or under this Agreement. If it is later determined that Contractor was not in default, Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.

29.4. The rights and remedies provided to County in this paragraph are in addition to any other rights and remedies provided at law, in equity, and/or under this Agreement, including consequential damages and incidental damages. The Contractor may request dispute resolution as provided in this Agreement.

30. No Third Party Beneficiary: The parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. This Agreement is not entered into with the intent that it shall benefit any other entity or person(s) except those expressly described herein, and no other such entity or person(s) shall be entitled to be treated as a third party beneficiary to the agreement.

31. Waiver. Waiver of any breach or default of this Agreement on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Waiver shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by an authorized representative of County. County's failure to insist upon the strict

performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this is Agreement.

Exhibit A

BUDGET

Grantee Name: Kittitas County Public Health

Agreement Number: 17-76

Contract Period: July 1, 2017 – December 31, 2017

This Agreement _____ includes / X does not include, in the SPECIFIC TERMS AND CONDITIONS, requirements to which payment of budgeted funds is contingent.

Line Item/Description	Amount
Personnel Costs	\$1000
Travel to and From GCACH Meetings, \$0.27/mile	\$374
TOTAL:	\$1,374

Funded By:

WA State Department of Health ACH Engagement Special Funding

Exhibit B
STATEMENT OF WORK

Grantee Name: Kittitas County Public Health

Agreement Number: 17-76

Contract Period: July 1, 2017 – Dec. 31, 2017

Task Number	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Participate in Monthly ACH meetings and LHJ/ACH engagement calls	Participate in monthly ACH Leadership Council meetings and appropriate Demonstration Project Groups. Participate in monthly LHJ/ACH engagement calls hosted my Walla Walla County.	Monthly – July 2017 through December 2017	To be charged monthly based upon time and effort and expenditures
2	Map county level partnerships and existing community coalitions	Update Regional Health Inventory for county level partnership contact information.	Due: 10/15/2017	To be charged monthly based upon reported and approved time and effort

INSTRUCTIONS TO VENDOR OR CLAIMANT:

Submit this form to Contractor:

Department of Community Health

PO Box 1753

Walla Walla, WA 99362

Email to: DCHContractsBilling@co.walla-walla.wa.us

CLAIMANT

BY:

(SIGN IN INK)

(TITLE)

(DATE)

Program:

Agreement Number:

Claim Period:

PREPARED BY	TELEPHONE NUMBER	DATE

FOR COUNTY FINANCE USE ONLY

VENDOR NUMBER

UBI NUMBER

FUND Code Distribution

ACCOUNTING APPROVAL FOR PAYMENT

DATE _____

WARRANT TOTAL

WARRANT NUMBER

Participation Report Form

[illegible]

Note: Work on partnership map must be approved with by Meghan DeBolt and fall within your 1000 hours of staff time