

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

**RESOLUTION
NO. 2016- 160**

**RESOLUTION TO AUTHORIZE EXECUTION OF AN AMENDMENT TO AN
INTERLOCAL AGREEMENT BETWEEN THE KITTITAS COUNTY PUBLIC
HEALTH DEPARTMENT AND THE GRANT COUNTY HEALTH DISTRICT**

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 previously executed an Interlocal Agreement for the purpose of collaborating on priority health improvement initiatives associated with tobacco prevention and control in Central Washington; and

WHEREAS, the terms and conditions of said Interlocal Agreement provided that the parties may mutually amend the agreement in writing; and

WHEREAS, the Kittitas County Public Health Department and the Grant County Health District are agreeable to such amendment under the terms and conditions of the amended Interlocal Agreement attached hereto, and incorporated herein by reference, which shall replace the original Interlocal Agreement in its entirety; and

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

DATED this 6th day of December, 2016, at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON



Chair



Vice-Chair

ABSENT

Commissioner

ATTEST:

myyonic
Clerk of the Board



INTERAGENCY AGREEMENT Amendment #2

Between

GRANT COUNTY HEALTH DISTRICT

And

Kittitas County Public Health Department

January 1, 2015 – September 30, 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 Youth Tobacco~~ 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 30, 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.

Youth Tobacco Interagency Agreement – Kittitas Amendment#2

10/28/16

Page 1

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 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, 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~~ Youth Tobacco Prevention Program Statement of Work guidelines and any federal terms and conditions that may apply.

Audit Requirements:

Youth Tobacco Interagency Agreement – Kittitas [Amendment#2](#)

10/28/16

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 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. [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 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.

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 address:

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

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.

§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



Signature

Robin Read, Administrator
(Print)

12/9/16
Date

Grant County Health District


Signature

Theresa Adkinson, Administrator
(Print)

12/22/16
Date

EXHIBIT "A"**Funding Information**

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
			Start Date	End Date			
Youth Tobacco Prevention	N/A	334.04.93	01/01/15	06/30/15	5,750	(1,294)	4,456
FFY14 PHBG CBP Tobacco — PPHF	93.758	333.93.75	01/01/15	09/30/15	11,750	(4,478)	7,272
FFY15 PHBG CBP Tobacco — PPHF	93.758	333.93.75	10/01/15	09/30/16	1,000	478	1,478
FFY15 CDC Tobacco Prevention	93.305	333.93.30	03/29/15	03/28/16	2,000	(452)	1548
Youth Tobacco Prevention	N/A	334.04.93	07/01/15	06/30/16	4,000	(188.97)	3811.03
FFY15 PHBG CBP Tobacco — PPHF	93.758	333.93.75	7/01/2016	6/30/2017	0	6250	6250
FFY15 CDC Tobacco Prevention	93.305	333.93.30	03/29/16	3/28/2017	0	4000	4000
Youth Tobacco Prevention - Vaping	N/A	334.04.93	7/01/2016	6/30/2017		4500	4500
TOTALS					24,500	8,815.03	33,315.03

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.

Line Item Budget:

Kittitas Budget (Oct 1, 2015 – Jun 30, 2016)	
Description	Budget
DIRECT:	
Salaries	\$2,522
Benefits	\$963
Goods & Services	\$2,500
Total Direct Costs:	\$5,985
INDIRECT:	
Overhead	\$1,015
Total Funding	\$7,000

Statement of Work Information (To be completed by June 30, 2016):


Task Number	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
<i>Goal</i>	PREVENT YOUTH FROM INITIATING TOBACCO AND NICOTINE USE			
1	Objective 1.1- Enhance community participation in youth tobacco prevention and control			
	Participate in quarterly regional partner conference calls to discuss work plan progress and network with regional partners	Attendance at meetings and conference calls GCHD will maintain attendance document	6/30/2016	
	Partner with school districts and local public health to address tobacco and e cigarette usage. Work with school district teachers, staff and administration on tobacco education, e cigarettes/vaping and current trends, in order to include electronic cigarettes into school policy	Documentation using reporting template provided by GCHD	6/30/2016	Reimbursement for actual expenditures, not to exceed total funding consideration
	Coordinate CANS assessments with LHJs and prevention coalitions in at least four communities. Determine if CANS were done in the past, send data to the GCHD - Train youth to conduct CANS assessment using adult guides and the "How to" PowerPoint Complete 20-30 new CANS Assessments and return data to GCHD • Work with 1-2 tobacco retailers to o Reduce the number of tobacco advertisements displayed in the business o Have a "purchaser birth date" sign displayed at the cash register • Assist the youth to: o Share CANS findings with at least 1-2 City Council Board of Health or other group of elected officials o Recognize outstanding tobacco retailers and share CANS findings		9/29/2015 6/30/2016	

Task Number	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	through media releases and/or social media			
1	Objective 1.2- Strengthen school and campus tobacco-free policies			
	Provide smoke-free and vape-free college campus technical assistance to regional college and workplace campuses Work with three local employers to implement tobacco free policies on their campus	Documentation using reporting template provided by GCHD	9/29/2015 6/30/2016	
	Partner with the City of Ellensburg Parks and Recreation to enhance current tobacco free parks to include vaping and electronic cigarettes		6/30/2016	

Statement of Work Information (To be completed by June 30, 2017):

Task Number	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Goal : PREVENT YOUTH FROM INITIATING TOBACCO AND NICOTINE USE			
1	Objective 1.1- Enhance community participation in youth tobacco prevention and control			
	Participate in quarterly regional partner conference calls to discuss work plan progress and network with regional partners.	Attendance at meetings and conference calls. GCHD will maintain attendance document.	6/30/2017	Reimbursement for actual expenditures, not to exceed total funding consideration.
	Coordinate CANS assessments with LHJs and prevention coalitions in at least four communities. <ul style="list-style-type: none"> • Train youth to conduct CANS assessment using adult guides and the "How-to" PowerPoint • Complete 20-30 new CANS Assessments and return data to GCHD • Work with 1-2 tobacco retailers to: <ul style="list-style-type: none"> o Reduce the number of tobacco advertisements displayed in the business. o Have a "purchaser birth date" sign displayed at the cash register. • Assist the youth to: <ul style="list-style-type: none"> o Share CANS findings with at least 1-2 City 	Documentation using reporting template provided by GCHD.	6/30/2017	Reimbursement for actual expenditures, not to exceed total funding consideration.

Task Number	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Council, Board of Health or other group of elected officials.			
1	Objective 1.3 Develop youth leaders who work to create healthier communities			
	Educate retailers about the new state and federal laws. Of the 48 retailers in Kittitas County, the focus should be on retailers near schools, parks or with previous tobacco violations.	Documentation using reporting template provided by GCHD.	06/30/2017	Reimbursement for actual expenditures, not to exceed total funding consideration.
	Objective 1.4 Implement strategies to address new state vapor product prevention law (ESSB6328) through: - Policy development - Policymaker outreach and education - Community education and awareness - Retailer education			
	Policy Maker outreach and education through two official board meetings, individual contacts and PSA/media campaign	Documentation using reporting template provided by GCHD.	6/30/2017	Reimbursement for actual expenditures, not to exceed total funding consideration.
4	Objective 4.1- Increase the number of multi-unit housing complexes that have a no-smoking policy			
	Coordinate with Hopesource housing to adopt a tobacco policy for emergency and transitional, housing. Activity to address policy for multi-unit housing residents.	Documentation using reporting template provided by GCHD.	6/30/2017	Reimbursement for actual expenditures, not to exceed total funding consideration
4	Objective 4.2- Increase the number of worksites that have a no-smoking policy	Documentation using reporting template provided by GCHD.	6/30/2017	Reimbursement for actual expenditures, not to exceed total funding consideration.
	Coordinate with Kittitas County Fairgrounds and Elmview, a private non-profit working with people with developmental disabilities, to adopt a tobacco policy for all staff. Activity to address policy change for staff.	Documentation using reporting template provided by GCHD.	6/30/2017	Reimbursement for actual expenditures, not to exceed total funding consideration

Form A19-1A (Rev. 8/91)		State of Washington INVOICE VOUCHER
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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)

Month			
Description	Amount		
Contract			
Goods & Services			
Indirect Costs			
Total			
Prepared by	Date	Agency Approval	Date

Exhibit "B": §200.331 requirements for pass-through entities

i	Is this a subaward?	Yes	Yes	Yes	Yes	Yes
ii	Federal Award Identification #s	B01OT009058	B01OT009058	U58DP006004	U58DP006004	B01OT009058
iii	Subrecipient Name	Kittitas County Public Health				
iv	Subrecipient DUNS #	01-0202547				
v	Federal Award Identification #	B01OT009058	B01OT009058	U58DP006004	U58DP006004	B01OT009058
vi	Federal Award Date	7/2/2014	3/23/2015	3/23/15	TBA	TBA
vii	Subaward Period of Performance Start and End Date	January 1, 2015 – September 30, 2015	October 1, 2015 – December 30, 2015 September 30, 2016	March 29, 2015 – March 28, 2016	March 29, 2016 – March 28, 2017	July 1, 2016 – June 30, 2017
viii	Amount of Federal Funds Obligated by this action	\$45,000	\$11,250 \$45,000	\$25,000	\$27,500	\$33,750
ix	Total Amount of Federal Funds Obligated to the subrecipient	\$7,272	\$1,000 \$1,478	\$2,000 \$1,548	\$4,000	\$6,250
x	Federal award project description	FFY14 PHBG CBP Tobacco-PPHF	FFY15 PHBG CBP Tobacco-PPHF	FFY15 CDC Tobacco Prevention	CDC	FFY16 PHBG HCP PPHF
x (a)	Name of Federal awarding agency	Department of Health and Human Services, CDC	Department of Health and Human Services, CDC	Department of Health and Human Services, CDC	Department of Health and Human Services, CDC	Department of Health and Human Services, CDC
x (b)	Pass-through entity	Department of Health	Department of Health	Department of Health	Department of Health	Department of Health
x (c)	Contact information for awarding official	Grant County Health District	Grant County Health District	Grant County Health District	Grant County Health District	Grant County Health District
xi	CFDA # (note dollar amount awarded for this CFDA# in "vii" above)	93.758	93.758	93.305	93.305	93.758
xii	Is the award for R&D (research and development)?	No	No	No	No	No
xiii	Indirect Cost Rate for Subrecipient Award	40.25% of salaries				

**Kittitas County
Review Form
Grants & Contract Agreement**



35254

Today's Date 11/2/2016	Agenda Date 12/4/16
Fund/Department 116-Public Health	

Contract/Grant Information

Contract /Grant Agency: Interagency Agreement Amendment 2 between Grant County and Kittitas County Public Health Department	
Period Begin Date: January 1, 2015	Period End Date: September 30, 2017
Total Grant/Contract Amount: Total Consideration of \$16,228.00	
Grant/Contract Number: Amendment 2	
Contract/Grant Summary: The interagency Agreement between Grant County and Kittitas County is established 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: <u>[Signature]</u> , Administrator	Date: <u>12/9/16</u>
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Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:

APPROVED AS TO FORM:

<u>[Signature]</u> Signature of Prosecutor's Office	<u>11/18/16</u> Date
<u>[Signature]</u> Signature of Auditor's Office	<u>11/29/16</u> Date
_____ Signature of Board of Health member	_____ Date

Financial Information

Total Amount \$16,228.00	State Funds \$4,500.00	Federal Funds \$11,728
Percentage County Funds	Matching Funds \$	CFDA# 93.758, 93.305

	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 checked="" type="checkbox"/> Why not Included in 2016/2017 budgeting process
New Division Created?		
Revenue Code 116-612.44.03.333.93.758 - \$7,728 116-612.44.03.333.93.305 - \$4,000 116-612.44.03.334.04.93 - \$4,500		

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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