

WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. _____
Originating Department:		85 Health
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855060 Substance Abuse
Contract or Grant Administrator:		Alyssa Pavitt
Contractor's / Agency Name:		Skagit County Public Hospital District 304 dba United General District 304
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:
Already approved? Council Approved Date:	(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):	
		CFDA#: 93.387
		202201016
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	
		Contract Cost Center: 677350 / 677355
Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.
If YES, indicate exclusion(s) below:		
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
Contract Amount:(sum of original contract amount and any prior amendments): \$ 81,650		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
This Amendment Amount: \$		
Total Amended Amount: \$		
Summary of Scope: The purpose of this agreement is to fund implementation of youth cannabis and tobacco prevention activities within Skagit County Public Hospital District 304's jurisdiction.		
Term of Contract:	6 Months	Expiration Date: 06/30/2023
Contract Routing:	1. Prepared by: JT	Date: 11/03/2022
	2. Health Budget Approval: KR	Date: 11/09/2022
	3. Attorney signoff: RB	Date: 11/14/2022
	4. AS Finance reviewed: Bbennett	Date: 12/08/2022
	5. IT reviewed (if IT related):	Date:
	6. Contractor approved:	Date:
	7. Submitted to Exec.:	Date:
	8. Council approved (if necessary): AB2022-729	Date:
	9. Executive signed:	Date:
	10. Original to Council:	Date:

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
WHATCOM COUNTY
AND
SKAGIT COUNTY PUBLIC HOSPITAL DISTRICT 304 dba UNITED GENERAL DISTRICT 304

THIS AGREEMENT is made and entered into by and between Whatcom County ("Whatcom"), a County in the State of Washington and United General District 304 ("United"), a Public Hospital District in the State of Washington pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: The purpose of this agreement is to coordinate and implement regional youth leadership opportunities, including the Peer to Peer cannabis and tobacco prevention education program and lead implementation of local youth cannabis and tobacco prevention activities within Skagit County.

2. RESPONSIBILITIES:

Whatcom will:

- A. Lead and facilitate the North Sound Region Youth Cannabis & Tobacco Prevention Program (YCCTPP) Strategic Plan
- B. Provide technical assistance and support to United in carrying out their YCCTPP work
- C. Include United staff in regional YCCTPP communication, trainings, and meetings
- D. Share State and regional YCCTPP resources with designated United staff
- E. Provide United with templates for submitting work plan, budget, and reporting
- F. Approve a detailed workplan covering YCCTPP tasks for the funding period.

United will:

- A. Complete the following activities to engage in the regional youth cannabis and tobacco prevention program:
 1. Designate lead staff to actively engage in YCCTPP & Network who will:
 - a. Attend bi-monthly regional network meetings
 - b. Attend bi-monthly regional subcontractor meetings
 - c. Participate in regional YCCTPP strategic planning efforts including: regional need assessments, regional workplans, strategic plan updates, and others as required by DOH.
 - d. Promote partners to join the regional network through: coalitions, meetings, and/or program emails/newsletters.
 - e. Participate in YCCTPP Practice Collaborative (PC)
 - i. Attend monthly PC meetings, as available

- ii. Join and participate in youth engagement workgroup and additional statewide YCCTPP workgroups/coalitions as relevant.
 2. Attend or support adult and/or youth prevention partners in Skagit County to attend approved local, state and national trainings related to youth cannabis and tobacco prevention.
 3. Other efforts, as approved, that align with the North Sound Region Youth Cannabis and Tobacco Prevention Regional Plan.
- B. Complete the following activities to coordinate Youth Leadership Opportunities in the North Sound Region including implementation of the Peer to Peer cannabis and tobacco prevention program with partners throughout the region:
 1. Provide Regional Leadership on Youth Engagement in Cannabis and Tobacco Prevention
 - a. Facilitate quarterly adult advisor meetings.
 - b. Partner with regional coordinator, YCCTPP subcontractors, and full regional network to promote local and statewide youth empowerment opportunities.
 - c. Lead regional coordination for a regional youth prevention summit to occur in Spring 2023. United will partner with Whatcom and additional regional YCCTPP partners to plan and implement a regional youth prevention summit.
 2. Implement Peer to Peer Cannabis Prevention Education Curriculum (P2P):
 - a. Work with Peer Trainers to transition to youth-led P2P training:
 - i. Peer trainers, with support of United will lead at least One High School Regional and one Middle School Peer 2 Peer training.
 - ii. Explore possibilities of supplemental content and training to include, tobacco prevention, policy/advocacy, and mental health.
 - iii. Support current P2P groups in their ongoing work.
 - b. Summit a summary report of P2P group activities to Regional Coordinator.
- C. Lead Youth Cannabis and Tobacco Prevention activities within Skagit County. The Contractor will complete the following activities:
 1. Conduct outreach with coalition, school and community partners on:
 - a. Local, regional, and state opportunities for youth trainings and engagement in prevention
 - b. Regional opportunities for School Substance Use Discipline Policies support
 - c. Prevention related professional development training opportunities (regional, state and national)
 - d. Recruiting partners in your communities to participate in regional network and strategies
 - e. Educational resources on cannabis and tobacco prevention
 - f. Healthy Youth Survey Data regarding Youth Cannabis and Tobacco Prevention
 2. Conduct community engagement work related to regional youth cannabis and tobacco prevention workplan, including:
 - a. Local assessment of cannabis and tobacco advertising practices
 - b. Gathering community input on cannabis and tobacco prevention from local youth and/or parents

- c. Education to local partners on current hot topics in youth cannabis and tobacco prevention
 - 3. Coordinate YCCTPP communication and media tasks in Skagit County, such as:
 - a. Promote YCCTPP youth and adult campaigns through local channels
 - b. Conduct outreach to local and state decision makers regarding youth cannabis and tobacco prevention topics
 - 4. Submit detailed workplan to Whatcom for approval of county level activities in alignment with regional YCCTPP workplan.
- D. Maintain accurate records of staff time dedicated to YCCTPP activities.
- E. Provide verification that background checks have been completed for all staff and volunteers who will work with youth (ages 0 – 17).
- F. Submit the required reporting form, provided by Whatcom, to the YCCTPP Regional Coordinator by the 10th of each month.
- G. United certifies, by executing this agreement, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

United also agrees that it shall not knowingly enter into any lower tiered covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and United agrees to include this clause titled “Certified Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transaction” without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The “Excluded Parties List System in the System for Award Management (SAM) website is available to reach this information at WWW.SAM.GOV. United shall immediately notify Whatcom if, during the term of this agreement, United becomes debarred.

- 3. TERM OF AGREEMENT: The start date of this grant funded program is January 1, 2023, therefore the start date of this agreement has been established as of that date, and shall be in effect through June 30, 2023.
- 4. EXTENSION: The duration of this agreement may be extended by mutual, written consent of the parties.
- 5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this agreement and for coordinating and monitoring performance under this agreement. In the event such representatives are changed, the party making the change shall notify the other party:

Whatcom’s representative shall be:

Alyssa Pavitt, Program Specialist – apavitt@co.whatcom.wa.us
 Whatcom County Health Department
 509 Girard Street, Bellingham WA 98225
 (360) 778-6061

United’s representative shall be:

Carol Hawk, Director of Operations – carol.hawk@unitedgeneral.org
 United General Public Hospital District 304
 2031 Hospital Drive, Suite A
 Sedro Woolley, WA 98284

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this agreement.
7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law and further agrees to save, indemnify, defend, and hold harmless the other party from any such liability. It is further provided that no liability shall attach to Whatcom County by reason of entering into this agreement, unless expressly provided herein.
8. TERMINATION: Any party hereto may terminate this agreement upon (30) day notice in writing either personally delivered or mailed to the party's last known address for the purposes of giving notice under this paragraph. If this agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
9. CHANGES, MODIFICATIONS, AMENDMENTS, OR WAIVERS: The agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this agreement shall not be considered a waiver of any prior or subsequent breach.
10. SEVERABILITY: In the event of any term or condition of this agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this agreement are declared severable.
11. ENTIRE AGREEMENT: This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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.
12. OTHER PROVISIONS: United will comply with all applicable Federal and State requirements that govern this agreement.

EXHIBIT "A"
(COMPENSATION)

The source of funding for this contract, in an amount not to exceed \$81,650, is the Washington State Department of Health Youth Cannabis & Commercial Tobacco Prevention Program. Funding for this Agreement is provided by three funding sources through the Washington State Department of Health's (DOH) Consolidated Contract YCCTPP funds, with a breakdown as follows:

- \$37,075 – Dedicated Cannabis Account (Funding Period: July 1, 2022 – June 30, 2023)
- \$37,075 – Tobacco Prevention Proviso (Funding Period: July 1, 2022 – June 30, 2023)
- \$7,500 – Centers for Disease Control (Funding Period: July 1, 2022 – April 28, 2023)

Contract Budget 01/01/2023 – 06/30/2023		
*Item	Documentation required with invoice	**Budget
Personnel	Expanded GL Report	\$50,727
Advertising		\$2,500
Travel & Training	For travel, training and conference expenditures, mileage will be reimbursed at the current Federal rate. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Lodging and meal costs are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. Reimbursement requests for allowable travel, training and membership expenses (including conference/training registration fees) must be accompanied by receipts or vendor invoices. Receipts for meals are not required. Mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel, are required for mileage reimbursement.	\$4,500
Supplies & Materials	Expanded GL Report	\$6,500
Professional Services	Copy of sub-contracts and invoices	\$10,000
SUBTOTAL		\$74,227
Indirect @ 10%		\$7,423
TOTAL		\$81,650

1. *Contractor may transfer funds between line items with prior County approval.
2. **Budget adjustments that total ten percent (10% or more) – need approval at least 15 days prior to expending adjusted budget items
3. Contractor may be required to submit a spend down plan to the County if the following budget spending guidelines are not met: 50% by April 1, 2023, 75% spent by June 1, 2023. If a spend down plan is submitted and not carried through, it will be considered in future funding decisions.
4. Contractor may be reimbursed for indirect costs at the de minimis rate of 10% on Modified Total Direct Costs as described in 2 CFR 200.1, Office of Management and Budget Guidance for Grants and Agreements.

I. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 20th day of the month following the month of service. Invoices submitted for

payment must include sufficient documentation to prove the validity of all costs claimed. A general ledger report of costs claimed toward this project will be sufficient for invoicing this agreement. Whatcom County reserves the right to request further back-up documentation for any costs claimed for reimbursement. The Contractor must follow YCCTPP funding guidelines for each funding source. Equipment purchases are not typically an allowable expense. Food and incentive purchases must follow DOH YCCTPP guidelines.

2. The Contractor shall submit invoices to *(include contract/PO #)* HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

“Exhibit B”

(Special Terms and Conditions for CDC Tobacco Prevention Grant – CFDA #93.387)

The funds allocated for services performed under this contract are Washington State Department of Health funds. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements.

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. “Authorized Representative” shall mean the Director and/or the designee authorized in writing to act on the Director’s behalf.
- B. “DOH” shall mean the Department of Health.
- C. “Contract” or “Agreement” means the entire written agreement between DOH and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. “Contractor” shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. “Personal Information” shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. “State” shall mean the state of Washington.
- G. “Subcontractor” shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms “subcontractor” and “subcontractors” mean subcontractor(s) in any tier.

3. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

4. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it 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; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year.

6. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

7. **LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart B – General Provisions, Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards, Subpart D – Post Federal; Award requirements, Subpart E – Cost Principles, and Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with 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 39.

8. **LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

9. **RECORDS MAINTENANCE**

Financial records, supporting documents, statistical records, and all other records pertinent to the grant program must be kept readily available for review by personnel authorized to examine PHS grant accounts. Financial records, supporting documentation, statistical records, and all other records pertinent to an award shall be retained for a minimum of 3 years, or until completion and resolution of any audit in process or pending resolution. In all cases, records must be retained until resolution of any audit questions. Property records must be retained in accordance with 45 CFR 75 requirements.

10. **SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

11. **SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**EXHIBIT C
SUBAWARD INFORMATION**

	Item Description	Contract Information
1	Subrecipient Name (Exactly as listed): www.SAM.gov	Skagit County Public Hospital District No 304
2	Subrecipient UEI Number: www.SAM.gov	MB17JWA1NBX3
3	Federal Award Identification Number (FAIN):	NU58DP006808
4	Federal Award Date (from Federal contract)	6/29/2020-4/28/25
5	Start and End Date of the contract:	7/1/2022-6/30/2023
6	Amount of Federal Funds Obligated by this action:	\$5,180,840
7	Total Amount of Federal Funds Obligated to the subrecipient by Whatcom County for this subaward (current and past obligations):	\$7,500
8	Total Amount of the Federal Award committed to the subrecipient through Whatcom County:	\$7,500
9	Project description from Federal Award:	To address tobacco use and provide support for comprehensive state-based tobacco control programs.
10	Name of the Federal awarding agency:	Centers for Disease Control & Prevention
11	Name of the pass-through entity/entities:	Washington State Department of Health
12	Contact information for awarding official- (Name of County project coordinator)	Alyssa Pavitt
13	Contact information for awarding official- General Contact email or phone number:	APavitt@co.whatcom.wa.us 360-778-6061
14	CFDA Number	93.387
15	CFDA Name Program Name	National and State Tobacco Control Program
16	Is the award Research and Development?	No
17	Indirect Cost Rate per the Federal Award	Not specified
18	Federal requirements imposed on the subrecipient by Whatcom County:	See Exhibit B
19	Additional requirements imposed by Whatcom County to meet its own responsibilities to the awarding agency:	Yes
20	Indirect Rate: Subrecipient approved rate or de minimis	10%
21	Access to subrecipient's accounting records and financial statements as needed.	Yes
22	Closeout Requirements	Yes