

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202301023 – 1

Originating Department:	85 Health and Community Services
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?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	202301023	

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?	If yes, grantor agency contract number(s):	CFDA#:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	202201016
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

Is this contract the result of a RFP or Bid process?	Contract Cost Center:	677350 / 677355
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s):		


Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>
---	---

- If YES, indicate exclusion(s) below:
- | | |
|---|--|
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | <input type="checkbox"/> Goods and services provided due to an emergency. |
| <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):	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.
\$ 81,650	
This Amendment Amount:	
\$ 43,945	
Total Amended Amount:	
\$ 125,595	

Summary of Scope: This agreement funds implementation of youth cannabis and tobacco prevention activities within Skagit County Public Hospital District 304's jurisdiction. This amendment increases funding to support training and event facilitation and coordination.

Term of Contract:	6 Months	Expiration Date:	06/30/2023
-------------------	----------	------------------	------------

Contract Routing:	1. Prepared by:	JT	Date:	04/14/2023
	2. Health Budget Approval	KR	Date:	04/21/2023
	3. Attorney signoff:	RB	Date:	04/24/2023
	4. AS Finance reviewed:	A Martin	Date:	4/24/23
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:	AB2023-311	Date:	5/10/2023
	8. Council approved (if necessary):		Date:	05/10/2023
	9. Executive signed:		Date:	5/10/2023
	10. Original to Council:		Date:	



Memorandum

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Skagit County Public Hospital District 304 dba United General District 304 – Youth Marijuana Prevention and Education Program Interlocal Agreement Amendment #1

DATE: MAY 10, 2023

Attached is an interlocal agreement amendment between Whatcom County and United General District 304 (United General) for your review and signature.

▪ **Background and Purpose**

Whatcom County Health and Community Services is the lead agency for the North Sound Region Youth Cannabis and Commercial Tobacco Prevention Program (YCCTPP), serving Whatcom, Island, San Juan, Skagit and Snohomish Counties. Whatcom County receives funding from the Washington State Department of Health (DOH) to coordinate implementation of strategies aimed at reducing initiation and use of cannabis and tobacco by youth (ages 12 – 20) in the North Sound Region. This agreement provides funding to support United General's participation in planning and engagement in youth cannabis and tobacco prevention strategies and activities. This amendment increases funding by \$43,945 to support the Contractor in securing all necessary space, supplies and professional services related to additional regional training and event coordination and facilitation.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$125,595, is provided by the Washington State Department of Health YCCTPP. These funds are included in the 2023 budget. Council approval is required as the funding added by this amendment exceeds 10% of the amount authorized by Council on 01/10/2023.

▪ **Differences from Previous Contracts**

Section	Revision Purpose
General Terms	Revise Sections B.(1.d) and B.(3.) to require the Contractor to coordinate and facilitate trainings and events.
Exhibit A – Compensation	Add funding for supplies and materials (\$16,750), Professional Services (\$23,200) and subsequent indirect (\$3,995) to support additional regional training and event coordination and facilitation.

Please contact Alyssa Pavitt, Program Specialist at 360-778-6061 (APavitt@co.whatcom.wa.us) or Kathleen Roy, Financial & Administrative Manager at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions.

Whatcom County Contract Number:

202301023 – 1

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

**Whatcom County
Whatcom County Health and Community Services
509 Girard Street
Bellingham, WA 98225**

**AND CONTRACTOR:
United General District 304
2031 Hospital Drive, Suite A
Sedro Woolley, WA 98284**

CONTRACT PERIODS:

**Original: 01/01/2023 – 06/30/2023
Amendment #1: 05/10/2023 – 06/30/2023**

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

2. Add to Section 2. Responsibilities, United Will, Sections B.(1.d) and B.(3.) to require the Contractor to coordinate, facilitate and promote trainings and events.
3. Amend Exhibit A – Compensation, to increase funding by \$43,945 for supplies and materials (\$16,750 increase), professional services (\$23,200 increase), and subsequent indirect costs (\$3,995).
4. Funding for the total contract period (01/01/2023 – 06/30/2023) is not to exceed \$125,595.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 05/10/2023.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: DocuSigned by: Ann Beck 5/10/2023
2B365BB0422344A...
Ann Beck, Community Health & Human Services Manager Date

DEPARTMENT HEAD APPROVAL: DocuSigned by: Erika Lautenbach 5/10/2023
955C651A30374BD...
Erika Lautenbach, Health and Community Services Director Date

APPROVAL AS TO FORM: DocuSigned by: Royce Buckingham 5/10/2023
1EE5DDBD9542404...
Royce Buckingham, Senior Civil Deputy Prosecutor Date

FOR THE CONTRACTOR:

DocuSigned by: Carol Hawk Carol Hawk, Director of Operations 5/10/2023
68221A8540FA497...
Contractor Signature | Printed Name and Title | Date

FOR WHATCOM COUNTY:

DocuSigned by: Satpal Singh Sidhu 5/10/2023
1192C7C18B664E3...
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

United General District 304
2031 Hospital Drive, Suite A
Sedro Woolley, WA 98284
360-854-7170
Carol.Hawk@unitedgeneral.org

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.
 - d. Secure all necessary event facilities, transportation, facilitators, food and supplies.
 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.
 3. Coordinate and promote Authentic Youth Engagement Workshop with Nigel Wrangham for up to 60 adults in the region. This is a six hour, in-person workshop for prevention professionals and other interested practitioners and stakeholders, on the topic of authentic youth involvement and engagement in community prevention and health (including mental health) promotion projects and groups.
 - a. Secure all necessary space, supplies, food, and event trainer.
- 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 & Community Services
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

(360) 854-7170

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" – Amendment #1
(COMPENSATION)

The source of funding for this contract, in an amount not to exceed \$125,595, 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:

- \$59,048 – Dedicated Cannabis Account (Funding Period: July 1, 2022 – June 30, 2023)
- \$59,047 – 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	\$23,250
Professional Services/Subcontracts	Copy of sub-contracts and invoices	\$33,200
SUBTOTAL		\$114,177
Indirect @ 10%		\$11,418
TOTAL		\$125,595

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.