

**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:	Snohomish Health District

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		

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

Is this contract the result of a RFP or Bid process?		Contract Cost Center:	
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 no, include Attachment D Contractor Declaration form.
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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):	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:
\$ 12,500	1. Exercising an option contained in a contract previously approved by the council.
This Amendment Amount:	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.
Total Amended Amount:	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.

Summary of Scope: This contract provides funding for tobacco and vapor prevention efforts in Whatcom County.

Term of Contract:	1 Year	Expiration Date:	06/30/2021
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Contract Routing:	1. Prepared by:	JT	Date:	09/25/2020
	2. Health Budget Approval:		Date:	
	3. Attorney signoff:	RB	Date:	09/25/2020
	4. AS Finance reviewed:	M Caldwell	Date:	09/29/2020
	5. IT reviewed (if IT related):		Date:	
	6. Contractor approved:		Date:	
	7. Submitted to Exec.:		Date:	
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN THE SNOHOMISH HEALTH DISTRICT
AND
WHATCOM COUNTY HEALTH DEPARTMENT**

THIS AGREEMENT is made and entered into by and between the Snohomish Health District (referred to as the "District") and Whatcom County Health Department (referred to as the "Contractor") pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act.

1. PURPOSE

The purpose of this agreement is to engage the contractor, Whatcom County Health Department, to provide prevention services for tobacco and vapor devices to Whatcom County Residents.

2. SCOPE OF SERVICES

The Contractor shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary, as are designated in the responsibilities of Contractor throughout this agreement and as described in Exhibit A, attached and incorporated herein.

3. TERM

The term of this Agreement shall be from July 1, 2020 through June 30, 2021.

4. COMPENSATION AND METHOD OF PAYMENT

Payments for services provided shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the District. No payment shall be made for any service rendered by the Contractor except for services identified and set forth in this Agreement, included in Exhibit A. Fees for services shall not exceed the agreed upon amount of \$12,500 to be broken up into the following expense amounts:

\$5,000 from CDC Tobacco Prevention #20018; funding must be used by 4/28/2021

\$7,500 from FPH Youth Tobacco Vapor Prevention #20021

A monthly invoice of hours worked and other expenses incurred will be due no later than the 20th of each month, as outlined in Exhibit A. Should the 20th of the month fall on a holiday or a weekend, the reporting will be due the next business day. Invoices should be sent to AccountsPayable@snohd.org

5. ADMINISTRATION

This Agreement shall be administered by the Snohomish Health District as the lead contractor with the Washington State Department of Health for youth tobacco and vapor prevention funding.

6. INDEMNIFICATION/HOLD HARMLESS

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the District, the Contractor shall indemnify and hold harmless the District, its officers, elected officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, performance of this Agreement or incident to the goods and/or services provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the District and its officers, officials, and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the District on account of such litigation or claims.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

7. INSURANCE

- A. Both the District and the Contractor shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each party shall provide the other with a certificate of insurance or letter of self-insurance upon request.
- B. Where the District has provided written approval of a subcontractor, Contractor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate Certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

8. TERMINATION

- A. Termination for Convenience. The District may terminate this Agreement, in whole or in part, any time, by at least thirty (30) days written notice to the Contractor. The Contractor shall be paid for work performed and expenses incurred to the date of termination. Within thirty (30) days, the Contractor shall submit a termination claim to the District. If the Contractor has any property in its possession belonging to the District, the Contractor will account for the same, and dispose of it in the manner directed by the District.

B. Termination for Cause. If the Contractor fails to perform in the manner called for in this Agreement, or if the Contractor fails to comply with any other provisions of this Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the District may terminate this Agreement for cause. Termination shall be effected by serving a written notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

9. DISPUTES

The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

10. SEVERABILITY

It is understood and agreed by the parties that if any term or provision of this Agreement is held by a court to be illegal or in conflict with any law of the state of Washington, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term, part or provision held to be invalid.

11. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties and statements, promises, or inducements made by any party or agent of that party that are not contained in this Agreement shall not be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by all parties.

This Agreement shall be filed or listed as required by RCW 39.34.040.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2020.

SNOHOMISH HEALTH DISTRICT

WHATCOM COUNTY HEALTH
DEPARTMENT

Shawn Frederick
Administrative Officer Date

Date

DEPARTMENT APPROVAL

Approved by email AD/JT
Anne Deacon, Human Services Manager

09/25/2020
Date

WHATCOM COUNTY

SATPAL SIDHU
County Executive

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

On this _____ day of _____, 2020, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham.

My Commission expires: _____

APPROVED AS TO FORM

Approved by email RB/JT
Royce Buckingham, Prosecuting Attorney

09/25/2020
Date

EXHIBIT A

SCOPE OF SERVICE

The Contractor and District are already working on a mutually agreeable work plan based on the below tasks. A draft of the work plan has been sent to the Contractor for final approval (Exhibit B).

- Task 1: Planning and Coordination
- Task 2: Reduce Tobacco-Related Disparities
- Task 3: Prevent Tobacco Use Among Youth and Young Adults with Emphasis on Nicotine Consumed through Vapor Products
- Task 4: Promote and Support Tobacco Use and Dependent Treatment
- Task 5: Eliminate Exposure to Secondhand Smoke and Vapor Emissions
- Task 6: Media and Health Communications
- Task 7: Marijuana Prevention Education

The Contractor shall be responsible for completing a reporting form detailing their programmatic activities as well as submitting a monthly invoice. Exhibit C is an example of the programmatic reporting form. Both programmatic reporting and invoices must be submitted monthly to the District with programmatic reporting due on the 8th of the month and invoices due on the 20th. Should either of those days fall on a holiday or a weekend, the reporting will be due on the next business day.

Invoices should be submitted to AccountsPayable@snohd.org . The programmatic reporting form should be submitted to Jennifer Reid at jreid@snohd.org.

Exhibit B

Whatcom County Work Plan

DOH Goal	DOH Requirement	Final Workplan
Planning and Coordination	Using a template provided by CTPP, build upon existing 2019-2020 implementation plan for 2020-2021 in collaboration with representatives from all counties within the respective Accountable Communities of Health (ACH) region.	SHD will complete
	Participate in at least one (1) virtual meeting or in-person with CTPP and all regional and priority population contractors.	SHD will complete
	Participate in statewide commercial tobacco prevention coalition meetings as established.	SHD will complete
Reduce Tobacco-Related Disparities	<p>1. In collaboration with priority population contractors, engage and educate internal and external partners about:</p> <p>a. the value of local control in preventing initiation and continued use of tobacco and vapor products that lead to tobacco-related health issues and health disparities.</p> <p>b. the value of a comprehensive commercial tobacco prevention program to prevent the initiation of tobacco and vapor product use among youth and young adults</p> <p>c. focused policy options to address the impact of flavored (including menthol) tobacco and vapor product flavors on youth initiation and use of tobacco and vapor products.</p>	<ul style="list-style-type: none"> • Whatcom will provide education to various decision makers to discuss the importance of tobacco prevention funding to reduce youth use and decreasing tobacco and vapor product disparities. • Whatcom will continue to work with coalition partners to engage in education and advocacy around tobacco and vape prevention.
	Disseminate prevention and Tobacco Use and Dependence Treatment (TUDT)-informing materials for disparately affected communities that address emerging tobacco/vapor products are culturally & linguistically appropriate, trauma-informed, & equity-based.	Whatcom will distribute materials through coalitions, school contacts, SeaMar, and other groups working with disparately affected populations.

Prevent Tobacco use Among Youth and Young Adults with Emphasis on Nicotine Consumed Through Vapor Products	Build upon existing Tobacco and Vapor 21 implementation plan, addressing diverse audiences and ensuring all communications materials are culturally and linguistically appropriate.	SHD will complete
	Build or enhance partnerships with youth-serving organizations and local champions (including identifying youth champions) to collaborate on youth access and industry marketing.	<ul style="list-style-type: none"> Whatcom will continue to work closely with school prevention and intervention staff to share education and advocacy opportunities.
Promote and Support Tobacco Use and Dependence Treatment	Inform providers about TUDT resources and referral processes, including those for the Washington State Tobacco Quitline (WAQL), 2Morrow Health application, and WA-Branded Truth Initiative’s “This is Quitting” promotional materials.	SHD will complete
	In collaboration with CTPP, incorporate 2020-2021 Centers for Disease Control and Prevention (CDC) (e.g., Tips® campaign) materials into agency social media content, and report communications and media efforts in a template provided by the CTPP as part of the monthly reporting requirement.	Whatcom will share 1 TIPs social media post per month as covid allows.
	Disseminate TUDT resources provided by CTPP to community-based organizations, centers, and networks supporting disparately affected communities.	Whatcom will distribute resources through various partners such as coalitions, health care clinics & groups, schools, and others.
Eliminate Exposure to Secondhand Smoke and Vape Emissions	Conduct education and outreach within respective ACH region addressing local smoking and vaping in public places ordinances.	Whatcom will conduct outreach and education as needed regarding smoking and vaping in public places.
	Respond to technical assistance requests and needs from local agencies and organizations interested in adopting and/or that have adopted voluntary smoke-free and vape-free campus and/or organizational policies.	Whatcom will respond to requests for assistance as needed from organizations interested in adopting SF/VF policies.
	Respond to technical assistance requests to colleges/universities on	Whatcom will respond to requests for assistance as needed from

	the adoption and implementation of tobacco- and vape-free campuses.	colleges/universities interested in adopting SF/VF policies.
	Upon request, provide technical assistance to multi-unit housing organizations, landlords, and residents on smoke- and/or vape-free policies.	Whatcom will respond to requests for assistance as needed from multi-unit housing.
Media and Health Communications	Plan and implement public relations/earned media efforts (i.e. press releases, social media) utilizing national media campaigns to prevent youth initiation and support cessation.	Whatcom will continue to provide messaging through social media and traditional media regarding smoking and vaping prevention, cessation, and youth prevention.
Marijuana Prevention and Education	Conduct education and outreach activities to prevent the initiation and use of vapor products as delivery devices for nicotine and marijuana and that focuses on the potential health risks of vapor product use, regardless of the substance it contains.	Whatcom will provide recommendations and guidance on appropriate curriculum and prevention activities that schools can use in addition to technical assistance as appropriate to school decision makers.

EXHIBIT C

PROGRAMMATIC REPORTING FORM

Youth Tobacco Prevention Grant - Whatcom County Reporting Form					
DOH Goal	DOH Requirement	Whatcom Work	July	Aug	Sept
Reduce Tobacco-Related Disparities	<p>1. In collaboration with priority population contractors, engage and educate internal and external partners about:</p> <p>a. the value of local control in preventing initiation and continued use of tobacco and vapor products that lead to tobacco-related health issues and health disparities.</p> <p>b. the value of a comprehensive commercial tobacco prevention program to prevent the initiation of tobacco and vapor product use among youth and young adults</p> <p>c. focused policy options to address the impact of flavored (including menthol) tobacco and vapor product flavors on youth initiation and use of tobacco and vapor products.</p>	A)Whatcom will provide education to various decision makers to discuss the importance of tobacco prevention funding to reduce youth use and decreasing tobacco and vapor product disparities. B) Whatcom will continue to work with coalition partners to engage in education and advocacy around tobacco and vape prevention.			
Reduce Tobacco-Related Disparities	Disseminate prevention and Tobacco Use and Dependence Treatment (TUDT)-informing materials for disparately affected communities that address emerging tobacco/vapor products are culturally & linguistically appropriate, trauma-informed, & equity-based.	Whatcom will distribute materials through coalitions, school contacts, SeaMar, and other groups working with disparately affected populations.			
Prevent Tobacco use Among Youth and Young Adults with Emphasis on Nicotine Consumed Through Vapor Products	Build or enhance partnerships with youth-serving organizations and local champions (including identifying youth champions) to collaborate on youth access and industry marketing.	A) Whatcom will continue to work closely with school prevention staff to share education and advocacy opportunities.			
Promote and Support Tobacco Use and Dependence Treatment	In collaboration with CTPP, incorporate 2020-2021 Centers for Disease Control and Prevention (CDC) (e.g., Tips® campaign) materials into agency social media content, and report communications and media efforts in a template provided by the CTPP as part of the monthly reporting requirement.	Whatcom will share 1 TIPS social media post per month as covid allows.			
Promote and Support Tobacco Use and Dependence Treatment	Disseminate TUDT resources provided by CTPP to community-based organizations, centers, and networks supporting disparately affected communities.	Whatcom will distribute resources through various partners such as coalitions, health care clinics & groups, schools, and others.			
Eliminate Exposure to Secondhand Smoke and Vape Emissions	Conduct education and outreach within respective ACH region addressing local smoking and vaping in public places ordinances.	Whatcom will conduct outreach and education as needed regarding smoking and vaping in public places			

Eliminate Exposure to Secondhand Smoke and Vape Emissions	Respond to technical assistance requests and needs from local agencies and organizations interested in adopting and/or that have adopted voluntary smoke-free and vape-free campus and/or organizational policies.	Whatcom will respond to requests for assistance as needed from organizations interested in adopting SF/VF policies.			
Eliminate Exposure to Secondhand Smoke and Vape Emissions	Respond to technical assistance requests to colleges/universities on the adoption and implementation of tobacco- and vape-free campuses.	Whatcom will respond to requests for assistance as needed from colleges/universities interested in adopting SF/VF policies.			
Eliminate Exposure to Secondhand Smoke and Vape Emissions	Upon request, provide technical assistance to multi-unit housing organizations, landlords, and residents on smoke- and/or vape-free policies.	Whatcom will respond to requests for assistance as needed from multi-unit housing.			
Media and Health Communications	Plan and implement public relations/earned media efforts (i.e. press releases, social media) utilizing national media campaigns to prevent youth initiation and support cessation.	Whatcom will continue to provide messaging through social media and traditional media regarding smoking and vaping prevention, cessation, and youth prevention.			
Marijuana Prevention and Education	Conduct education and outreach activities to prevent the initiation and use of vapor products as delivery devices for nicotine and marijuana and that focuses on the potential health risks of vapor product use, regardless of the substance it contains.	Whatcom will provide recommendations and guidance on appropriate curriculum and prevention activities that schools can use in addition to technical assistance as appropriate to school decision makers.			