

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Health

CCPH SR2020-1131

DATE: May 19, 2020

REQUESTED ACTION:

Clark County Councilors approval to enter into Interlocal Agreement with Educational Service District No. 112 (ESD112) for reimbursement of Epidemiological support. Further request authority for County Manager to execute Interlocal Service Agreement and any resulting amendments. Total remuneration is \$9,700.00.

(Agreement will be uploaded to DocuSign for County Manager signature upon approval from Council).

Consent Hearing County Manager

BACKGROUND

Clark County Public Health will provide epidemiology and evaluation support to ESD 112 for the following work:

- a. Consultation for qualitative data collection from at least ten (10) rural school districts from towns with less than 10,000 residents.
- b. In-depth analysis of Healthy Youth Survey data to prioritize communities in highest need for prevention services.
- c. Cross analysis with Healthy Youth Survey and Washington Tracking Network including mental health data, rates of depression, household income levels, ethnic diversity, and access to service and education level.
- d. Cross analysis of Healthy Youth Survey data and Office of Superintendent of Public Instruction discipline records.
- e. Support qualitative in-person and/or listening sessions by reviewing questions data-gathering procedures for effectiveness and appropriateness for reporting data.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

N/A

BUDGET IMPLICATIONS

YES	NO	
		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
x		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	
Grant Fund Dollar Amount	\$9,700
Account	Public Health
Company Name	

DISTRIBUTION:

Council staff will post all staff reports to The Web. <https://www.clark.wa.gov/council-meetings>

Holly Barnfather 3/26/2020
 Holly Barnfather
 Management Analyst

Jeff Harbison 3/26/2020
 Jeff Harbison
 Acting Public Health Director

Primary Staff Contact: Holly Barnfather Extension: 8226

APPROVED: *[Signature]*
 CLARK COUNTY, WASHINGTON
 CLARK COUNTY COUNCIL

DATE: May 19, 2020

SR# 069-20

[Signature]
 APPROVED:
 Kathleen Otto, Interim County Manager

DATE: _____



BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	2020 Annual Budget		2021 Annual Budget		2022 Annual Budget	
	GF	Total	GF	Total	GF	Total
1025/Public Health		9,700				
Total		9,700				

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	2020 Annual Budget		2021 Annual Budget		2022 Annual Budget	
		GF	Total	GF	Total	GF	Total
1025/Public Health			9,700				
Total			9,700				

III. B – Expenditure by object category

Fund #/Title	2020 Annual Budget		2021 Annual Budget		2022 Annual Budget	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies		2,000				
Travel		5,000				
Other controllables		2,700				
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total		9,700				

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Package Number		Fund		Cost Center search string		Select Cost Center for list of related Program		Revenue Category search string		Revenue	2020 EXP inc /	2020 EXP dec /	2021 EXP inc /	2021 EXP dec /	Operating vs capital	Position	Notes
Number		Cost Center Name	Cost Center ID	Program Name	Program ID	Ledger Account Name	Ledger Acct Number	Revenue Category Name	Category ID	REV dec (DR)	REV inc (CR)	REV dec (DR)	REV inc (CR)	Type			
1025	Healthy Communities	CC168	Health Assessment and Evaluation: Program Evaluation	PG0610	Services	5400000				4,700				One-time Operating			
1025	Healthy Communities	CC168	Health Assessment and Evaluation: Program Evaluation	PG0610	Travel	5430000				5,000				One-time Operating			
1025	Healthy Communities	CC168	Health Assessment and Evaluation: Program Evaluation	PG0610	Intergovernmental Service Revenue	3380000	Interlocal Grants	R0073				9,700		One-time Operating			

BUDGET OFFICE APPROVAL

Emily Fiedler
Signature

3/26/2020
Date



PARTIES TO THE AGREEMENT:

Educational Service District No. 112 (ESD112)
2500 NE 65th Avenue
Vancouver WA 98661

Service Provider

Clark County Washington, Public Health Dept. (the County)
PO Box 9825
Vancouver WA 98666

IN WITNESS WHEREOF, the County and ESD112 (together, the Parties) have executed this Agreement inclusive of all Exhibits listed on the date and year indicated below. Signed versions of this Agreement transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.

CLARK COUNTY PUBLIC HEALTH, CLARK COUNTY COUNCIL

Amanda Migchelbrink, Deputy Prosecuting Attorney

Authorized Signature:

Date:

Kathleen Otto, Interim County Manager

Authorized Signature:

Date:

EDUCATIONAL SERVICE DISTRICT NO 112

Authorized Signature:

Date:

Summary Description of Service	Agreement Term	Fee
Provide epidemiology support to the Youth Marijuana Prevention Rural Program coordinated by ESD112.	Start Date: March 1, 2020	Total not to exceed: \$9,700.00
	End Date: May 31, 2020	
	Agreement Number PO# to be assigned	Federal CFDA or NA NA

This Agreement consists of this signature and duties page and the following exhibits, which constitute the entire understanding of the Parties.

Exhibit A: Scope of Services Provided

Exhibit B: General Terms & Conditions

AGREEMENT CONTACTS

	<u>ESD112</u>	<u>CONTRACTOR</u>
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Program / Service

Name:	Leanne Reid	David Hudson
Position:	Regional Prevention Project Coordinator	Program Manager
Phone:	360.952.3457	360.397.8000
Email:	leanne.reid@esd112.org	david.hudson@clark.wa.gov

Billing

Name:	Angel Almendarez	Kayla Mobley
Phone:	360.952.3437	360.397.8000
Email:	angel.almendarez@esd112.org	kayla.mobley@clark.wa.gov

Signature Authority/ Notice

Name:	Tim Merlino	Holly Barnfather
Position:	Superintendent	Grant and Contract Management Analyst
Phone:	360.750.7500	360.397.8226
Email:	Tim.merlino@esd112.org	cntyhealthgrant@clark.wa.gov

ESD112 ACCOUNTING:

ACCT NO	2060 98 0240	GRANT FUNDED?
DEPT APPROVAL	LR	Y [X] N []
FISCAL APPROVAL	AA	Grant End Date:
BUS SERVICES APPROVAL		6/30/2020

IF OPTING OUT OF ELECTRONIC SIGNATURE:

Send scanned copy of Agreement with executed signature by email to:
apcontracts@esd112.org

EXHIBIT A
SCOPE OF SERVICES PROVIDED

- I. **Purpose.** The general objective(s) of this Agreement shall be to provide epidemiology support to the Youth Marijuana Education Program, coordinated by ESD112.
- II. **Financial Terms.** The County shall invoice ESD112 an amount not to exceed \$9,700.00 for services described below, consistent with requirements of Exhibit B, Section II.
 - a. The County shall invoice monthly based on actual hours incurred delivered.
 - b. The County shall provide a detailed transaction report to support amounts invoiced.
 - c. The Final invoice shall be due no later than July 15, 2020.
 - d. ESD112 shall pay the invoice, consistent with requirements of Exhibit B, Section II.
- III. **County Responsibilities.** The County shall perform the following to accomplish Agreement objectives and provide epidemiological support for the Marijuana Prevention and Education Rural Communities:
 - a. Provide consultation for qualitative data collection from at least ten (10) rural school districts from towns with less than 10,000 population by June 30, 2020.
 - b. Provide in-depth analysis of *Healthy Youth Survey* data to prioritize communities in highest need for prevention services by June 30, 2020.
 - c. Provide cross analysis with *Healthy Youth Survey* and *Washington Tracking Network* including mental health data, rates of depression, household income levels, ethnic diversity, access to service and education levels, by June 30, 2020.
 - d. Provide cross analysis of *Healthy Youth Survey* data and Office of Superintendent of Public Instruction discipline records by June 30, 2020.
 - e. Support qualitative in-person and/or listening sessions by reviewing questions data-gathering procedures for effectiveness and appropriateness for reporting data by April 10, 2020.
- IV. **ESD112 Responsibilities.** ESD112 shall perform the following to accomplish Agreement objectives:
 - a. Provide contact information and recommendations for the rural school district to be included in the data collection by April 1, 2020.
 - b. Provide draft qualitative survey and or questions to Clark County Public Health (CCPH) for review and input by April 1, 2020.
 - c. Organize and set up two half-hour technical assistance (T/A) calls for rural grant staff and ESD112 staff responsible for designing the qualitative feedback during question development—one call held prior to April 1, 2020 and one held following data collection, completed by June 30, 2020.

EXHIBIT B
GENERAL TERMS & CONDITIONS

I. AUTHORITY

- a. This Agreement between ESD112 and the County, is entered into in accordance with the authority granted in the Interlocal Cooperation Act, RCW 39.34.030 and provisions that authorize educational service districts and the County to contract with each other for services, specifically 28A.310.010, 28A.310.180, 28A.310.200, 28A.320.080 and 28A.320.035
- b. The provision of educational, instructional or specialized services in accordance with this Agreement will improve student learning or achievement.
- c. A separate legal entity is not being created. ESD112 shall administer the joint undertaking described in the terms of this Agreement.

II. FINANCE, BUDGET & PROPERTY

- a. **Budget.** The County shall budget for and pay the costs associated with services provided as detailed in "Exhibit A: Scope of Services Provided". A separate budget for this joint undertaking is not required
- b. **Invoices.** The County shall invoice ESD112 as described in Exhibit A, Section II. ESD112 shall pay the invoice within forty (45) days of receipt. Invoices may be billed electronically to contracts.invoices@esd112.org or by mail at ESD112's business mailing address.
- c. **Property.** Neither party is acquiring real property. Any personal property that is acquired will be owned and retained by the party that pays for the personal property.

III. GENERAL OBLIGATIONS OF THE PARTIES. ESD112 and the County shall:

- a. Conduct background checks on any officials, employees, volunteers or agents who may perform obligations under this Agreement and who may have access to children. No person employed or contracted by a party to the Agreement who has plead guilty to or been convicted of a felony crime specified in RCW 28A.400.322 shall have access to children. Failure to comply with this provision shall constitute grounds for immediate termination.
- b. Comply with federal, state, and local laws in performing obligations under this Agreement, and any policies or regulations adopted by the Parties' boards of directors, including restrictions on use of tobacco on County property.
- c. Obtain and maintain commercial general liability insurance and automobile liability insurance in an amount not less than \$1,000,000 per occurrence. The Parties shall, upon request, provide each other suitable evidence of the insurance coverage that is required.
- d. Obtain any licenses or permits that are required to perform their respective obligations under the Agreement.
- e. Comply with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 C.F.R. §200) under the Office of Management and Budget (OMB) and the terms of any grant that is being implemented in whole or in part by this Agreement, as applicable.
- f. Perform their obligations in accordance the terms of this Agreement AND any federal or state grant that is funding any of the obligations under this Agreement.

IV. TERMINATION. Either party may terminate this Agreement by providing the other party thirty (30) days prior written notice, provided ESD112 may terminate this Agreement immediately, without prior notice, if any of the funds ESD112 receives or has budgeted for in connection with its payment obligations under this Agreement are reduced or eliminated. Upon termination, the joint undertaking will be dissolved and the parties will retain ownership of the personal property they acquired in connection with this Agreement.

V. GENERAL PROVISIONS

- a. **Indemnification.** Both Parties agree to protect, defend, indemnify and hold the other party, and its directors, officers, agents and employees harmless from any and all claims and losses that are caused by the indemnifying party, or the indemnifying parties directors', officers', agents' or employees' negligent or malicious acts or omissions.
- b. **Assignment.** This Agreement may not be assigned by either party without prior written consent of the other party.
- c. **Whole Agreement.** The Parties acknowledge that they have read and understand this Agreement. The Parties further agree that this Agreement constitutes the entire agreement between the parties and supersedes all communications, written or oral, related to the subject matter of this Agreement. This Agreement may only be modified or amended upon signed written agreement of both Parties.
- d. **Applicable Laws and Venue.** This Agreement shall be governed by the laws of the State of Washington. Venue for any legal action or proceeding arising out of or in any way related to this Agreement shall be in Clark County, Washington.

CLARK COUNTY PUBLIC HEALTH
Youth Marijuana Education Program

- e. **Waiver.** No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence.
- f. **Severability.** If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the 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.
- g. **Non-Discrimination.** Per the requirements of state, local and federal laws, including 13 CFR 145, ESD112 and the County agree not to discriminate on the basis of race, color, creed, religion, national origin, age, sex, gender expression or identity, sexual orientation, genetic information, honorably discharged veteran or military status, marital status, family/parental status, income derived from a public assistance program, political beliefs, non-job-related physical, sensory, or mental disabilities, use of a trained guide dog or service animal, or retaliation for prior civil rights activity. Inquiries regarding compliance and/or grievance procedures for ESD112 may be directed to ESD112 at its address above.
- h. **Conflict of Interest.** Neither party shall receive compensation from more than one political subdivision of the state of Washington for the same work that is being done under this Agreement. If either party is providing services to another organization that are the same as the services being provided and compensated for under this Agreement, the amount paid under this Agreement shall constitute an overpayment, which shall be withheld from future payments or reimbursed. No person engaged in any activity associated with this Agreement has a personal financial interest, direct or indirect, in this Agreement. The County and ESD112 warrant that neither party presently has interests, and will not acquire interests, directly or indirectly, which would create a conflict of interest in performing the obligations under this Agreement. Any direct or indirect conflict of interest must be disclosed.
- i. **Privacy.** Both Parties may have access to educational records that are confidential and subject to privacy protections under the Federal Educational Rights and Privacy Act. Both Parties shall take all necessary steps to protect the confidentiality of educational records and shall not disclose such records or the information obtained from having access to such records without obtaining the consent of the other party and the parent of the student whom the record pertains to.
- j. **Records.** Both Parties shall maintain books, records, documents, data and other materials compiled and related to the performance of their obligations under this Agreement for the time period required under law or any applicable grant agreement. Both Parties agree to provide the other party access to and copies of any such books, records, documents, data or other materials.
- k. **Exclusion, Debarment and Suspension Certification.** Per the requirements of Executive Order 12-549, ESD112 and the County certify that neither they, nor their officers, directors, general managers or persons having primary management or supervisory responsibilities, are on the Excluded Parties List Report (web address: <http://www.sam.gov>) and that they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any federal governmental agency or department. ESD112 and the County shall provide immediate written notice to each other if, at any time during the term of this Agreement, including any renewals hereof, they learn that this certification has become erroneous by reason of changed circumstances.
- l. **Intellectual Property.** Any materials ESD112 produces shall be owned by ESD112. ESD112 will be considered the author of such materials. To the extent materials being produced by the County in connection with this Agreement are found to be "works made for hire," the County hereby irrevocably assigns all right, title and interest in such materials, including intellectual property rights, to ESD112 effective from the moment of creation. The County shall not use any materials produced for ESD112 in connection with this Agreement without obtaining ESD112's prior written consent.
- m. **Notice.** Whenever notice is required under this Agreement, it shall be provided by emailing or by mailing the notice to the contacts as provided. Notice shall be deemed effective upon the earlier of actual receipt or three (3) days after notice is deposited in the United States Mail, postage prepaid.