



JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Apple Martine, Community Health Director
Denise Banker, Community Health Division Director

DATE: July 15, 2024

SUBJECT: Agenda Item – Amendment #3 to the Professional Services Agreement with Kitsap Public Health District; July 1, 2024 – June 30, 2025; \$82,000.00

STATEMENT OF ISSUE:

Jefferson County Public Health is requesting Board approval of Amendment #3 to the Professional Services Agreement with Kitsap Public Health District, to provide Youth Cannabis and Commercial Tobacco prevention in Jefferson and E. Clallam Counties; July 1, 2024 – June 30, 2025; \$82,000.00

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

The purpose of this contract amendment is to extend the timeframe and adjust the funding to reflect fiscal period 2024-2025, as well as update the statement of work. This agreement, for \$82,000.00 is to pay for direct labor, direct material, and other direct costs. The other provisions of the Contract remain unchanged.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

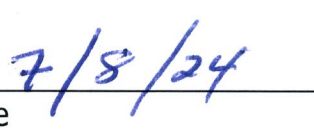
This agreement is funded by the Kitsap Public Health District through regional funding received from the WA State Department of Health. There is no impact to the General Fund.

RECOMMENDATION:

JCPH management request approval of Amendment #3 to the Professional Services Agreement with Kitsap Public Health District to provide Youth Cannabis and Commercial Tobacco prevention; July 1, 2024 – June 30, 2025; \$82,000.00

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Kitsap Public Health District

Contract No: N-22-028-A3

Contract For: Youth Cannabis and Tobacco Products Prevention Term: July 1, 2024 - June 30, 2025

COUNTY DEPARTMENT: Public Health

Contact Person: Denise Banker

Contact Phone: x 438

Contact email: dbanker@co.jefferson.wa.us

AMOUNT: \$82,000.00

Revenue: \$82,000.00

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

Fund # 127

Munis Org/Obj 12756220

PROCESS:



Exempt from Bid Process



Cooperative Purchase



Competitive Sealed Bid



Small Works Roster



Vendor List Bid



RFP or RFQ



Other:

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH ICC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐

N/A: ☒

Signature

July 3, 2024

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒

N/A: ☐

Signature

July 3, 2024

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 7/5/2024.

Amendment to an existing contract to extend term and add dollars.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 7/4/2024.

State language - cannot change.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

AMENDMENT TO AGREEMENT 2262

This Amendment ("Amendment") to Kitsap Public Health District Contract for Youth Cannabis & Commercial Tobacco Prevention Program (the "Contract"), is entered into between the Jefferson County Public Health ("Contractor") and the Kitsap Public Health District ("District").

RECITALS

WHEREAS, the Parties entered into the Contract effective July 1, 2022; and

WHEREAS, Washington State Department of Health has extended the contract by one year, and thus, has made changes to the statement of work, and the parties have agreed it is desirable to adjust funding; and

WHEREAS, the Parties have entered into two prior amendments to the Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- I. **Amendment of Contract Section 1. Period of Performance.** Section 1 is amended to extend the Period of Performance to June 30, 2025.
- II. **Amendment of Contract Section 4. Statement of work and Budget.** Subcontractor shall furnish the necessary personnel, equipment material, and/or services and otherwise do all the things necessary for or incidental to the performance of the work set forth in ATTACHEMENT A-3, attached hereto and incorporated herein. ATTACHMENT A of the initial contract and ATTACHMENT A-1 of Amendment 1 and ATTACHEMENT A-2 of Amendment 2 remain unchanged.
- III. **Amendment of Contract Section 5. Compensation.** \$82,000 dollars will be added to the total budget for Jefferson County Public Health during this amendment period for a total compensation of \$288,761.
- IV. **Other Provisions Unchanged.** The other provisions of the Contract, as it has been amended from time to time, remain unchanged.
- V. **Effective Date.** The effective date of this Amendment is the date last executed by all parties.
- VI. **Authorization.** Each party signing below warrants to the other party that they have the full power and authority to execute this Amendment on behalf of the party for whom they sign.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have subscribed their names hereto.

**KITSAP PUBLIC
HEALTH DISTRICT**

Yolanda Fong
Yolanda Fong (Jul 2, 2024 13:16 PDT)

Yolanda Fong
Administrator

Date: 07/02/2024

Dated this _____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON**

Kate Dean, Chair

Date

ATTEST:

Carolyn Galloway, Clerk of the Board

APPROVED AS TO FORM:

P. C. Hunsucker

July 4, 2024

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

ATTACHMENT A-3 – SCOPE OF WORK AND BUDGET

Jefferson County Public Health

July 1, 2024 – June 30, 2025

As a subrecipient of KPHD under the Washington Department of Health funded *Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP)*, Jefferson County Public Health agrees to the following activities funded in full or part by the associated budget.

Activity	
Planning & Coordination of Regional Network	Coordinate and maintain the Olympic Prevention Partnership steering committee and network. • Invite new community partners to join the Olympic Prevention Partnership Steering Committee. • Attend four regional networking meetings (June 2024 – June 2025) • Each subcontractor will be responsible for planning one of the above meetings. Refer to the workplan for schedule.
Implementation	<i>2024-2025 Strategies for Youth Cannabis & Commercial Tobacco Prevention:</i> • Social Norms: Media & Health Communications • Youth Empowerment & Engagement • Decision-maker Engagement • Policy, System, Environmental Changes Specific Jefferson County activities are described in the 2024-2025 YCCTPP workplan. Please refer to the workplan for guidance on which activities fall under each funding source. Workplans are subject to change. Any changes will be approved by both parties.
Monitoring and Reporting	Monitor progress for each activity as appropriate; submit monthly narrative and data reports as requested by KPHD on the 5th of every month.
Midterm Evaluation	By February 1, 2025, report progress to CTPP Regional Coordinator. If needed, adjust activities to ensure spend down. Conduct a mid-year workplan re-evaluation.
Calls/Meetings	Participate in monthly conference call with KPHD and attend webinars as scheduled; respond to correspondences related to CTPP from the Department of Health; respond to activity assessments/surveys administered by KPHD as appropriate per scope of work.
Invoicing	Submit monthly invoices by the 20th of the month following the month in which costs were incurred, except for the Final Expenditure Report and Request for Reimbursement in each federal fiscal year (due July 1, 2025). Invoices must include supporting documentation such as timecards for staff time and copies of invoices paid for goods and services.

Budget July 1, 2024 – June 30, 2025

<i>DCA</i>	<i>Cost</i>	<i>Description</i>
Staff Salary	1,8924.36	
Benefits	5,677.31	
Indirect	6,873.71	Rate 27.94%
Goods & Services	10,124.62	
Mileage		
Travel/Training	400.00	
Total Jefferson	\$42,000	

<i>NAPE</i>	<i>Cost</i>	<i>Description</i>
Staff Salary	18,924.36	
Benefits	5,677.31	
Indirect	6,873.71	Rate 27.94%
Goods & Services	8,124.62	
Mileage		
Travel/Training	400.00	
Total Jefferson	\$40,000	

Funding Source

Chart of Accounts Program Name or Title	BARS Code	7/1/24 – 6/30/25
SFY25 DEDICATED CANNABIS ACCOUNT (DCA)	334.04.93	\$42,000
SFY25 NICOTINE ADDICT PREV & ED PRO (NAPE)	334.04.93	\$40,000
Total to Jefferson = \$82,000		

Olympic Region YCCTPP Workplan

Youth Cannabis and Commercial Tobacco Prevention Program (YCCTPP) Overview

Purpose: To provide state and federal funding to regional networks and priority population networks to plan, implement, and evaluate cannabis and commercial tobacco* (including vaping products) prevention and control activities.

*Note: Commercial tobacco includes any product that contains tobacco and/or nicotine, such as cigarettes, cigars, electronic cigarettes, hookah, pipes, smokeless tobacco, heated tobacco, and other oral nicotine products. Commercial tobacco does not include FDA-approved nicotine replacement therapies.

Mission Statement: The Youth Cannabis and Commercial Tobacco Prevention Program's mission is to prevent initiation and reduce cannabis and commercial tobacco use by youth, ages 12-20, support adults who influence these youth, leverage resources for promoting and supporting commercial tobacco dependence treatment, and reduce cannabis and commercial tobacco-related inequities within Washington State.

Impact: The impact YCCTPP hopes to make is to reduce initiation and use of cannabis and commercial tobacco by youth (ages 12-20), especially among populations most adversely affected by marijuana use throughout Washington State.

Progress Objectives (Measured by Healthy Youth Survey)

- Decrease percentage of 10th grade students (statewide) who have used cannabis and commercial tobacco on at least one day in the past 30 days.
- Decrease percentage of 10th grade students who have used cannabis and commercial tobacco on at least one day in the past 30 days in African American/Black, Latino/Hispanic, Asian/Pacific Islander, American Indian/Alaska Native, and LGBTQ population.
- Decrease the percentage of 10th grade students who first used cannabis and commercial tobacco before they were 14 years old.

YCCTPP Statewide Program Goals

1. Establish networks that foster collaboration and innovation in youth cannabis and commercial tobacco use prevention.
2. Promote sustainability through evaluation, program, and personnel development, and establishing relevancy to current issues.
3. Promote equity through centering voices of those endure inequities, building a space for those with lived experience, while acknowledging past oppression and the harm it has caused to communities
4. Utilizing upstream prevention approach by drawing from existing science-based frameworks to create policy, systems, and environmental change

Deliverables

- **Deliverable 1:** Develop Network Annual Work Plan
- **Deliverable 2:** Network Equity Assessment
- **Deliverable 3:** Organization and Network Administrative Plan
- **Deliverable 4:** Implement Annual Work Plan and Report Progress
- **Deliverable 5:** Assess Program Implementation

Olympic Region YCCTPP Workplan

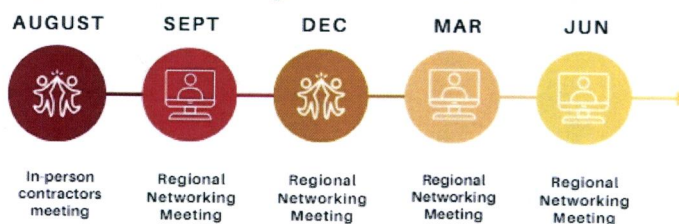
Olympic Prevention Partnership

Work Plan- 2023- 2024 Fiscal Year

Coordination Plan	
Required Activities By DOH	
Hire or assign project staff	
Assure all staff working with youth have an acceptable criminal background check on file.	
Participate in performance measure data collection activities in collaboration with DOH.	
Participate in project evaluation activities developed and coordinated by DOH.	
Participate in meetings with State YCCTPP contractors hosted by the DOH.	
Participate in Monthly YCCTPP Practice collaborative meeting	
Attend a one-day workshop with other Department of Health YCCTPP contractors to receive orientation and foster collaboration (Year 1 only. Travel paid by DOH).	
Provide workforce development training, technical assistance and support to project partners as needed.	
Participate in the recruitment of Healthy Youth Survey participation with school districts in your community.	
Create data management plan to protect participant confidentiality	
Additional Coordination Efforts	
Submit Monthly State Report to DOH.	
Conduct monthly check-in calls with subcontractors.	
Attend monthly check-in call with DOH contract manager.	
Mini-grant coordination and management.	
Participate in Statewide Commercial Tobacco Prevention Coalition.	
Participate in the statewide strategic planning process for the 2024 fiscal year.	
Participate in the statewide evaluation process directed by DOH.	
Administer the regional network (see meeting schedule below).	
Participate in DOH Needs Assessment process in Spring 2024.	

OLYMPIC PREVENTION PARTNERSHIP

Regional Meeting Schedule, 2023-2024



Olympic Region YCCTPP Workplan

PSE Goal 1: Youth Empowerment

To increase youth empowerment in our region by partnering with youth-serving organizations to create sustainable pro-social leadership opportunities for youth to communicate their needs to policymakers, and by encouraging and providing other pro-social leadership activities for youth.

Objective 1: Regionally, offer 6 opportunities for youth empowerment by working with stakeholders to develop pro-social activities.

Objective 2: Conduct a review of prosocial work that has been & can be implemented at schools and community organizations catered towards the Olympic Region and compile into a report. Distribute this report to our 3 subcontractors and additional interested parties.

Which State goal(s) does this contribute to? 2, 3, 4

Network Activities

Youth Engagement Strategy 1: Network Management & Sustainability

Activity	Substance(s) Addressed	Funding Source(s)	Who is responsible?	By when? Or How often?
Invite youth serving organizations to attend Olympic Prevention Partnership.	Cannabis & Commercial Tobacco	Both	All subcontractors	Ongoing

Youth Engagement Strategy 2: Collaboration & Engagement

Activity	Substance(s) Addressed	Funding Source(s)	Who is responsible?	By when? Or How often?
Collaborate with community partners and youth-serving organizations to host at least <u>two</u> prosocial leadership opportunities in each county. Promote to local decision-makers. Examples: Art Advocacy events, Townhalls, youth-led events, etc.	Cannabis & Commercial Tobacco	Both	All subcontractors	Implement: 06/30/2025
Use mini-grants to build and maintain relationships with community organizations by allowing them to promote protective factors in youth or families at youth-servings organizations.	Cannabis & Commercial Tobacco	Both	Regional lead, JCPH	Release: 12/1/24 Award: 02/15/25 Complete: 06/15/25
Promote and implement youth leadership development programs at local school districts, such as Youth2Youth.	Cannabis & Commercial Tobacco	Both	JCPH	Implement: 06/30/2024
Collaborate with youth serving organizations to prepare youth for participating in Prevention Policy Day, for 2025 (Date, TBD)	Cannabis & Commercial Tobacco	Both	Regional Lead & All subcontractors	Complete: 01/15/2025

Youth Engagement Strategy 3: Media & Communication

Activity	Substance(s) Addressed	Funding Source(s)	Who is responsible?	By when? Or How often?
Advertise prosocial events through social media. Boost as necessary. Report any boosting.	Cannabis & Commercial Tobacco	Both	All subcontractors	Ongoing

Youth Engagement Strategy 4: Education & Technical Assistance

Activity	Substance(s) Addressed	Funding Source(s)	Who is responsible?	By when? Or How often?
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Olympic Region YCCTPP Workplan

Invite youth to participate in youth advocacy trainings locally and statewide.	Cannabis & Commercial Tobacco	Both	Regional Lead & All subcontractors	Ongoing	
Participate in the statewide Youth Cannabis Prevention Efforts in groups like: the Youth Cannabis Prevention Collaborative, the Rural Network, the Youth Empowerment Workgroup, Prevention Voices WA, etc.	Cannabis & Commercial Tobacco	Both	Regional Lead & All subcontractors	Ongoing	
Youth Engagement Strategy 5: Workforce Development					
Activity		Substance(s) Addressed	Funding Source(s)	Who is responsible?	By when? Or How often?
Participate in monthly skill enhancement opportunities. These may include webinars, trainings, and other opportunities forwarded from the regional lead. Participate in a minimum of one skill enhancement opportunity per month .	Cannabis & Commercial Tobacco	Both	All subcontractors	One per month	

Olympic Region YCCTPP Workplan

PSE Goal 2: Youth in Transition

To provide systems to help youth/young adults in transition stay quit from Commercial Tobacco. Focus on providing access to evidence-based therapies and healthy coping strategies.

Objective 1: Assess the current needs for helping youth involved with the juvenile system to stay quit in Kitsap by creating a visual mapping tool for resources around Kitsap. Share this tool with relevant partners once developed.

Objective 2: Develop a response plan based on the needs assessment for working with youth involved with the Kitsap County and Clallam County juvenile detention centers. Distribute this response plan to our subcontractors and both Kitsap and Clallam Juvenile detention centers.

Which State goal(s) does this contribute to? 2, 3, 4

Network Activities

JDCs Strategy 1: Network Management & Sustainability

Activity	Substance(s) Addressed	Funding Source(s)	Who is responsible?	By when? Or How often?
Invite juvenile detention center staff to join Olympic Prevention Partnership.	Cannabis & Commercial Tobacco	Both	Regional lead	Ongoing

JDCs Strategy 2: Collaboration & Engagement

Activity	Substance(s) Addressed	Funding Source(s)	Who is responsible?	By when? Or How often?
Continue outreach to Kitsap County JDC and foster further partnership via collaboration with programs implemented with the Kitsap County JDC.	Cannabis & Commercial Tobacco	Both	Regional lead	Ongoing
Work with community partners to put in place a network to help youth released from the Juvenile Detention Center to stay quit from cigarettes and e-cigarettes.	Commercial Tobacco	Commercial Tobacco	Regional lead	Complete: 02/30/2025
Explore outreach with Clallam Juvenile Detention and potential collaboration between KPHD, Clallam Juvenile Detention, and Kitsap Juvenile Detention.	Cannabis & Commercial Tobacco	Both	Regional lead	Complete: 01/31/2025

JDCs Strategy 3: Media & Communication

Activity	Substance(s) Addressed	Funding Source(s)	Who is responsible?	By when? Or How often?
Collaborate with Kitsap County Juvenile and Family Court Services to assess their need regarding information for prevention and cessation services. Create an information flyer/pamphlet/page if Kitsap County Juvenile expresses interest.	Commercial Tobacco	Commercial Tobacco	Regional Lead	Complete: 07/01/2024

JDCs Strategy 4: Education & Technical Assistance

Activity	Substance(s) Addressed	Funding Source(s)	Who is responsible?	By when? Or How often?
Provide ongoing technical assistance to JDCs about cessation resources for youth released from JDCs.	Commercial Tobacco	Commercial Tobacco	Regional Lead	Ongoing

JDCs Strategy 5: Workforce Development

Activity	Substance(s) Addressed	Funding Source(s)	Who is responsible?	By when? Or How often?
Contractors will complete at least one training or read one best practice guidance on working with youth in juvenile detention each quarter.	Commercial Tobacco	Commercial Tobacco	Regional Lead	One every 3 months

Olympic Region YCCTPP Workplan

PSE Goal 3: Positive Community Norms

To change community perceptions regarding cannabis and tobacco use, both regarding its prevalence and its perceived risk, among youth and adults. Engage with community organizations and community members to increase awareness of current data and trends regarding youth substance use.

Objective 1: Create opportunities for youth to view data regarding substance use trends relevant to their communities within 3 schools.

Objective 2: Facilitate events and standing agreements with 3 community organizations to showcase positive community norms materials to the youth and parents they serve.

Which State goal(s) does this contribute to? 1, 4

Network Activities

Positive Community Norms Strategy 1: Network Management & Sustainability

Activity	Substance(s) Addressed	Funding Source(s)	Who is responsible?	By when? Or How often?
Invite youth serving organizations to attend Olympic Prevention Partnership.	Cannabis & Commercial Tobacco	Both	All subcontractors	Ongoing
Collect data via methods such as focus groups to assess current community values, perceptions, and gaps regarding youth cannabis and tobacco use.	Cannabis & Commercial Tobacco	Both	Regional Lead	Complete: 08/01/2024

Positive Community Norms Strategy 2: Collaboration & Engagement

Activity	Substance(s) Addressed	Funding Source(s)	Who is responsible?	By when? Or How often?
Collaborate with OESD 114 to promote positive community norms regarding substance use in their youth populations via policy and environmental change.	Cannabis & Commercial Tobacco	Both	Regional Lead	Ongoing
Collaborate with community organizations and external partners to promoting positive community norms regarding substance use within the Olympic Region via policy and environmental change.	Cannabis & Commercial Tobacco	Both	Regional Lead	Ongoing
Maintain readiness to work with the parks service regarding smoke and vape free parks.	Cannabis & Commercial Tobacco	Both	Kitsap Human Services	Ongoing

Positive Community Norms Strategy 3: Media & Communication

Activity	Substance(s) Addressed	Funding Source(s)	Who is responsible?	By when? Or How often?
Use social media to help change community norms about youth cannabis and commercial tobacco use. This could include statewide media toolkits like You Can and Under the Influence of You, etc.	Cannabis & Commercial Tobacco	Both	Regional Lead & All subcontractors	One per month
Obtain positive community norm materials using current available resources that will work for each county in the Olympic Region.	Cannabis & Commercial Tobacco	Both	Regional Lead & Kitsap Human Services	Implement: 09/01/2024

Positive Community Norms Strategy 4: Education & Technical Assistance

Activity	Substance(s) Addressed	Funding Source(s)	Who is responsible?	By when? Or How often?
Provide technical assistance to schools and community organizations regarding the interpretation of data and terminology used in promoting positive	Cannabis & Commercial Tobacco	Both	Regional Lead & All subcontractors	Ongoing

Olympic Region YCCTPP Workplan

community norms alongside implementation of policy and environmental changes.					
Positive Community Norms Strategy 5: Workforce Development					
<i>Activity</i>		<i>Substance(s) Addressed</i>	<i>Funding Source(s)</i>	<i>Who is responsible?</i>	<i>By when? Or How often?</i>
Participate in monthly skill enhancement opportunities. These may include webinars, trainings, and other opportunities forwarded from the regional lead. Participate in a minimum of one skill enhancement opportunity per month .		Cannabis & Commercial Tobacco	Both	All subcontractors	One every other month

Olympic Region YCCTPP Workplan

PSE Goal 4: Trusted Adults Vaping Education

Provide education to family-serving organizations about protective factors for youth substance use and the health effects of vaping education to trusting adults

Objective 1: Create a strategic plan obtained from the needs assessment and key informant interviews to best communicate information regarding cannabis to trusted adults.

Objective 2: Distribute information and/or present information regarding cannabis to 6 organizations with trusted adults.

Which State goal(s) does this contribute to? 2, 3

Network Activities

Trusted Adults Strategy 1: Network Management & Sustainability

Activity	Substance(s) Addressed	Funding Source(s)	Who is responsible?	By when? Or How often?
Invite family-serving organizations and schools to the Olympic Prevention Partnership.	Cannabis & Commercial Tobacco	Both	Regional Lead, JCPH, Clallam 4-H	Ongoing

Trusted Adults Strategy 2: Collaboration & Engagement

Activity	Substance(s) Addressed	Funding Source(s)	Who is responsible?	By when? Or How often?
Reach out to 3 trusting adult sectors (schools, family-serving organizations, faith-based organizations, and youth groups or youth serving organizations, etc.) to explore the need for education on youth vaping.	Cannabis & Commercial Tobacco	Both	Regional Lead, JCPH, Clallam 4-H	Complete: 09/01/2024
Continue maintaining relationships with parent-serving organizations such as early learning, ECEAP, WIC, Maternal-Child Health services, etc. to expand secondhand smoke education to include youth vaping.	Commercial Tobacco	Commercial Tobacco	Regional Lead, JCPH, Clallam 4-H, & Kitsap Human Services	Ongoing
Engage 1 family-serving organizations and/or schools from each county to collaborate on the development and distribution of vaping education for trusting adults who engage with youth (Parents, school staff, coaches, etc.).	Cannabis & Commercial Tobacco	Both	Regional Lead, JCPH, Clallam 4-H, & Kitsap Human Services	Complete: 04/30/2025
Create and maintain relationships with school-based health centers and/or tribal clinics to ensure they have the resources to educate youth about substance use and/or healthy coping mechanisms.	Cannabis & Commercial Tobacco	Both	Regional Lead & JCPH	Ongoing
Reach out to pediatrician offices to assess viability of providing resources to parents on how to talk to their children regarding cannabis and tobacco, especially as it pertains to vaping. Provide materials to willing offices.	Cannabis & Commercial Tobacco	Both	Regional Lead	Implement: 10/01/2024

Trusted Adults Strategy 3: Media and Communication

Activity	Substance(s) Addressed	Funding Source(s)	Who is responsible?	By when? Or How often?
Adapt secondhand smoke materials for trusted adults on youth vaping education, including the harms of youth vaping and secondhand vape, mental health resources, community social	Commercial Tobacco	Commercial Tobacco	Regional Lead, JCPH, Clallam 4-H	Complete: 06/30/2024

Olympic Region YCCTPP Workplan

norms, and protective factors against youth substance use.				
Communicate findings of data collection and needs assessment with parents, schools, and community organizations.	Cannabis & Commercial Tobacco	Cannabis & Commercial Tobacco	Regional Lead	Implement: 02/01/2025
Trusted Adults Strategy 4: Education & Technical Assistance				
<i>Activity</i>	<i>Substance(s) Addressed</i>	<i>Funding Source(s)</i>	<i>Who is responsible?</i>	<i>By when? Or How often?</i>
Educate family-serving organizations about the health effects of youth vaping.	Commercial Tobacco	Commercial Tobacco	Regional Lead, JCPH, Clallam 4-H	Complete: 06/30/2024
Distribute educational materials to providers about maternal cannabis and tobacco use, youth substance use, and/or how mental health is associated with substance use. Update existing materials as needed.	Cannabis & Commercial Tobacco	Both	Regional Lead & JCPH	Bi-annually
Trusted Adults Strategy 5: Workforce Development				
<i>Activity</i>	<i>Substance(s) Addressed</i>	<i>Funding Source(s)</i>	<i>Who is responsible?</i>	<i>By when? Or How often?</i>
YCCTPP lead and subcontractors will stay informed on trends and research regarding e-cigarettes and vapes via trainings, seminars/webinars, or information sessions.	Commercial Tobacco	Commercial Tobacco	Regional Lead, JCPH, Clallam 4-H	One every 4 months

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- III. **Amendment of Contract Section 5. Compensation.** \$82,000 dollars will be added to the total budget for Jefferson County Public Health to provide services in both Jefferson County and Clallam County. For a total compensation of \$209,761.
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[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have subscribed their names hereto.

Dated this 7th day of June, 2023.

Dated this 26th day of June, 2023.

**KITSAP PUBLIC
HEALTH DISTRICT**

Keith Grellner

Keith Grellner
Administrator

**BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON**

Greg Brotherton
Greg Brotherton, Chair

6/26/23
Date

ATTEST:

Carolyn Ballaway
Carolyn Gallaway, Clerk of the Board



APPROVED AS TO FORM:

P.C. Hunsucker

June 21, 2023

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

ATTACHMENT A-2 – SCOPE OF WORK AND BUDGET
Jefferson County Public Health
July 1, 2023 – June 30, 2024

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Monitoring and Reporting	Monitor progress for each activity as appropriate; submit monthly narrative and data reports as requested by KPHD on the 5th of every month.
Midterm Evaluation	By February 1, 2024, report progress to YCCTPP Regional Coordinator. If needed, adjust activities to ensure spend down. Conduct a mid-year workplan re-evaluation.
Calls/Meetings	Participate in monthly conference call with KPHD and attend webinars as scheduled; respond to correspondences related to YCCTPP from the Department of Health; respond to activity assessments/surveys administered by KPHD as appropriate per scope of work.
Invoicing	Submit monthly invoices by the 20th of the month following the month in which costs were incurred, except for the Final Expenditure Report and Request for Reimbursement in each federal fiscal year (due July 1, 2024). Invoices must include supporting documentation such as timecards for staff time and copies of invoices paid for goods and services.

Budget July 1, 2023 – June 30, 2024

<i>Cannabis</i>	<i>Cost</i>	<i>Description</i>
Staff Salary	\$18,304	11 hours per week
Benefits	\$4,576	
Indirect	\$6,635	Rate 29 %
Goods & Services	\$1,000	Materials necessary and approved for programing
Mini Grants	\$11,235	Mini Grants to Community Members
Mileage	\$250	Any travel to and from implementation sites
Travel/Training		
Total Jefferson	\$42,000	

<i>Tobacco</i>	<i>Cost</i>	<i>Description</i>
Staff Salary	\$16,640	10 hours per week
Benefits	\$4,160	
Indirect	\$6,032	Rate 29 %
Mini Grants	\$10,000	Mini Grants to Community Members
Mileage	\$100	Any travel to and from implementation sites
Goods & Services	\$3,068	Materials necessary and approved for programing
Total Jefferson	\$40,000	

Funding Source

Chart of Accounts Program Name or Title	AL#	BARS Code	7/1/23 – 6/30/24
SFY24 Dedicated Cannabis Account (MJ)	n/a	334.04.93	\$42,000
SFY24 Tobacco Prevention Proviso	n/a	334.04.93	\$40,000
Total to Jefferson			\$82,000

Subrecipient DUNS Number: 184826790

Subrecipient Indirect Rate: 29%

Research and Development: No

AMENDMENT TO AGREEMENT 2262 JEFFERSON

This Amendment ("Amendment") to Kitsap Public Health District Contract for Youth Cannabis and Commercial Tobacco Prevention Program (the "Contract"), is entered into between the Jefferson County Public Health ("Contractor") and the Kitsap Public Health District ("District").

RECITALS

WHEREAS, the Parties entered into the Contract effective July 1, 2022; and

WHEREAS, Washington State Department of Health has increased Tobacco funding, and the parties have agreed it is desirable to adjust funding; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Amendment of Contract Section 5. Compensation. \$70,000 dollars will be added to increase tobacco funding for Jefferson County Public Health to provide services in both Jefferson County and Clallam County. For a total compensation of \$124,761.

II. Amendment of Contract Section 4. Statement of Work and Budget Subcontractor shall furnish the necessary personnel, equipment material, and / or services and otherwise do all things necessary for or incidental to the performance of the work set forth in ATTACHEMENT A-1, attached hereto and incorporated herein. ATTACHMENT A of the initial contract remains unchanged.

III. Other Provisions Unchanged. The other provisions of the Contract, remain unchanged.

IV. Effective Date. This Amendment is effective July 1, 2022.

V. Authorization. Each party signing below warrants to the other party that they have the full power and authority to execute this Amendment on behalf of the party for whom they sign.

IN WITNESS WHEREOF, the Parties have subscribed their names hereto.

Dated this 8th day of September 2022.

Dated this 19th day of Sept, 2022.

**KITSAP PUBLIC
HEALTH DISTRICT**

**JEFFERSON COUNTY WASHINGTON
Board of County Commissioners**

Keith Grellner
Keith Grellner
Administrator

Heidi Eisenhour
Heidi Eisenhour, Chair

Approved as to form only:

ATTEST:

Philip C. Hunsucker Sept. 13, 2022 for
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting
Attorney

Carolyn Gallaway 9/19/22
Carolyn Gallaway, Date
Clerk of the Board

KPHD Amendment_Standard Form.docx

ATTACHMENT A-1 SCOPE OF WORK AND BUDGET
Jefferson County Public Health
July 1, 2022 – June 30, 2023

As a subrecipient of KPHD under the Washington Department of Health funded *Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP) Additional Tobacco Funds*, Jefferson County Public Health agrees to the following activities funded in full or part by the associated budget.

Activity	
Planning & Coordination of Regional Network	Attend the Olympic Prevention Partnership steering committee and network. • Invite new community partners to join the Olympic Prevention Partnership Steering Committee. • Attend nine monthly steering committee meetings (Sept 2022 – June 2023)
Implementation Goals	<i>2022-2023 Goals for the Additional Tobacco Funds:</i> • Reduce Commercial tobacco-related disparities among priority populations • Prevention commercial tobacco use among youth and young adults with emphasis on e-cigarettes • Leverage resources for promoting and supporting commercial tobacco dependence treatment. • Eliminate exposure to secondhand smoke and electronic cigarette emissions. The above goals are Washington State specific goals. By August 15, 2022, sub recipients will work with the lead contractor at KPHD to develop a detailed workplan and activities specific to Jefferson & Clallam Counties. Workplans are subject to change. Any changes will be approved by both parties.
Monitoring and Reporting	Monitor progress for each activity as appropriate; submit monthly narrative and data reports as requested by KPHD on the 5th of every month. Only one report will be required for both Jefferson and Clallam additional tobacco work.
Midterm Evaluation	By February 1, 2023, report progress to the Regional Coordinator. If needed, adjust activities to ensure spend down. Conduct a mid-year workplan re-evaluation.
Calls/Meetings	Participate in monthly conference call with KPHD and attend webinars as scheduled; respond to correspondences related from the Department of Health; respond to activity assessments/surveys administered by KPHD as appropriate per scope of work.
Invoicing	Submit monthly invoices by the 20th of the month following the month in which costs were incurred, except for the Final Expenditure Report and Request for Reimbursement in each federal fiscal year (due July 1, 2023). Invoices must include supporting documentation such as timecards for staff time and copies of invoices paid for goods and services.

Budget July 1, 2022 – June 30, 2023

	<i>Cost</i>	<i>Description</i>
Staff Salary	\$33,796	Staff hours split between Jefferson & Clallam (6 hr. wk. Clallam – Megan C); (5 hr. wk. Jefferson Laura T); (8 hr. wk. Jefferson Karen O).
Benefits	\$8,366	
Indirect	\$9,879	Rate: 29.23%
Goods & Services	\$5,057	Materials necessary and approved for programing: See Work Plan.
Mileage	\$4,902	1 time to PT-- PA two ways @ \$1.00 per mile 52.1329 wks. in a year
Travel/Training	\$8,000	Youth and sponsors to Legislative activity; Conferences, e.g. Montana Institute, Rural Network, People's Institute NW (undoing racism), etc. Host regional in-person training addressing changing behavior/behavioral health.
Total Jefferson	\$70,000	Total

Funding Source

Chart of Accounts Program Name or Title	CFDA#	BARS Code	7/1/22 – 6/30/23
FFY23 TOBACCO PREVENTION		334.04.93	\$70,000
Total to Jefferson			\$70,000

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
JEFFERSON COUNTY PUBLIC HEALTH

This Professional Services Agreement ("Agreement") is made and entered into between the Kitsap Public Health District, a Health District organized pursuant to chapter 70.46 Revised Code of Washington and Section 9.52 Kitsap County Code, hereinafter referred to as "District," and Jefferson County Public Health, hereinafter referred to as "Subcontractor." The parties mutually agree as follows:

1. **Period of Performance:** The period of performance of this Agreement shall begin July 1, 2022 and be completed no later than June 30, 2023, unless terminated sooner or extended as provided for herein.
2. **Purpose:** The District requires the expertise of this Subcontractor to develop and implement coordinated tobacco, vapor product, and marijuana intervention strategies to prevent and reduce commercial tobacco, vapor, and marijuana use by youth in Jefferson County.
3. **Qualifications/Eligibility:** Subcontractor shall have the qualifications necessary to successfully complete the objectives of this Agreement. The Subcontractor hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
4. **Statement of Work and Budget:** Subcontractor shall furnish the necessary personnel, equipment material, and / or services and otherwise do all things necessary for or incidental to the performance of the work set forth in **ATTACHMENT A**, attached hereto and incorporated herein. **ATTACHMENT A** contains the Scope of Work and Budget.
5. **Compensation:** This Agreement is funded by state funds. The District agrees to pay Subcontractor a total sum of \$54,761 in state funds during this Agreement. The District shall reimburse Subcontractor for travel as applicable at the federally approved rate. Compensation will be based on invoices submitted by Subcontractor itemizing a detailed description of services performed per the agreed upon Scopes of Work and Budgets set forth respectively in **ATTACHMENTS A**.

Subcontractor shall submit a Monthly Expenditure Report and Request for Reimbursement (Form A-19) invoice voucher, hereto attached and herein incorporated as **ATTACHMENT B**, to the District for payment.
6. **Performance Requirements and Notices:** The assigned District staff shall monitor the performance of this Agreement, approve billings submitted by Subcontractor, and determine the acceptability of any reports provided by Subcontractor. District staff shall provide and facilitate assistance and guidance to Subcontractor as necessary.

The District reserves the right to conduct periodic performance and billing reviews after the execution of this Agreement in order to evaluate unspent/unclaimed funds. The District reserves for itself the authority to reallocate funding pending the outcome of such a review.

Subcontractor shall send programmatic communications, such as reports, via the communication method established by the District. Formal notices pursuant to this Agreement shall be sent to the staff responsible for project coordination as follows:

If to the District:

Kitsap Public Health District
Attn: Yolanda Fong
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2275
Yolanda.Fong@kitsappublichealth.org

If to the Subcontractor:

Jefferson County Public Health
Attn: Denise Banker
615 Sheridan Street
Port Townsend, WA 98368
(360) 385-9400
dbanker@co.jefferson.wa.us

7. **Special Billing Requirements:** Billings to the District shall be submitted no more frequently than every 30 days, and shall be quarterly at a minimum. Billings for services on a monthly fraction of the budget will not be accepted or approved. Billings shall be sent to:

Kitsap Public Health District
Melissa Laird
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2283

Authorized and allowable program expenditures will be reimbursed upon receipt and approval of the monthly A-19 must be provided to the District by the 20th of each month in order to receive reimbursement for the previous month. If the District does not receive the A-19 by the 20th of the month with the required deliverables, the District may withhold approval and payment at its discretion.

The District will pay Subcontractor all allowable costs incurred as evidenced by proper invoice of Subcontractor submitted to the District on a timely basis, insofar as those allowable and allocable costs do not exceed the amount appropriated or otherwise available for such purposes as stated herein or in subsequent amendments.

Backup documentation will be provided to the District with invoice. Backup documentation can include, but is not limited to: receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports. Failure to provide the required information may result in nonpayment of invoices or termination of this Agreement.

This is a subcontractor contract. All expenditures incurred, and reimbursements made for performance under this Agreement will be based on actual allowable costs. Costs can include direct labor, direct material, and other direct costs specific to the performance of activities or achievement of deliverables under this Agreement. Unexpended funds in each fiscal year may not be carried forward into the new budget period unless otherwise approved by the District.

Email submission of invoices, electronic reports, and deliverables is encouraged. However, original hardcopy of the A-19 is required and shall be mailed to the District.

Upon expiration of this Agreement, any claim for payment not already made shall be submitted to the District within 20 days after the expiration date.

8. **Independent Capacity:** Subcontractor and its employees or agents who are engaged in the performance of this Agreement shall continue to be employees or agents of Subcontractor and shall not be considered to be employees or agents of the District for any purpose.
9. **Rights in Data:** Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright act of 1976 and shall be owned by the District. Data shall include, but not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District maintains all rights to the license to publish, translate, reproduce, modify, deliver, dispose of the data, and to authorize others to do so.
10. **Indemnification:** Subcontractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Subcontractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. However, that in the case of negligence of both the District and the Subcontractor, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Solely for the purposes of this provision, Subcontractor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision will survive the expiration or termination of this Agreement.
11. **Insurance:** Subcontractor shall procure and maintain for the duration of this Agreement, coverage against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Subcontractor, its agents, representatives, or employees.

No Limitation. Subcontractor's maintenance of coverage as required by this Agreement shall not be construed to limit the liability of Subcontractor to the coverage provided by such coverage, or otherwise limit the District's recourse to any remedy available at law or in equity.

A. Minimum Scope of Coverage

Subcontractor shall obtain coverage of the types described below:

1. **Automobile Liability** coverage covering all owned, non-owned, hired and leased vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** coverage shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District shall be named as an additional insured under

Subcontractor's Commercial General Liability coverage with respect to the work performed for the District.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability coverage appropriate to the Subcontractor's profession. Subcontractor shall provide the District with proof of liability coverage or professional errors and omissions coverage as appropriate.

B. Minimum Amounts of Coverage

Subcontractor shall maintain the following coverage limits:

1. Automobile Liability coverage with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident
2. Commercial General Liability coverage shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability coverage shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Coverage Provisions

The coverages are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability coverage:

1. Subcontractor's coverage shall be primary coverage as respect the District. Any coverage maintained by the District shall be excess of Subcontractor's coverage and shall not contribute with it.
2. Subcontractor's coverage shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

D. Acceptability of Coverage

Subcontractor has a memorandum of liability coverage with the Washington Counties Risk Pool, which the District agrees is acceptable.

E. Verification of Coverage

Subcontractor shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional coverage endorsement, evidencing the coverage requirements of Subcontractor before commencement of the work.

12. **Safeguarding of Information and Privacy:** The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as 45 CFR Parts 160 and 164 and any other applicable federal and state statutes and regulations. Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Subcontractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to

unauthorized persons personal information without the express written consent of the agency or as provided by law.

Subcontractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information. Any unauthorized access or use of confidential information must be reported to the District Privacy Officer at (360) 728-2232. The notification must be made in the most expedient time possible (usually within 24 hours of discovery) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

The District reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by Subcontractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by the District. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Subcontractor shall certify the return or destruction of all personal information upon expiration of this Agreement.

13. **Records Retention and Inspection:** The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to the inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving that party a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

14. **Written Policies and Procedures/Documents on File:** Written policies and procedures, consistent with federal and state regulations, as applicable, will be kept on file in the office of the Subcontractor and available for review at the request of District staff. Such policies and procedures will include, but not be limited to, as appropriate:

- Job Descriptions
- Confidentiality Policy
- Community Needs Assessment
- 5-Year Regional Strategic Plan (includes biennial work plan)

Special Instructions:

- a. Subcontractor must conduct criminal background checks for those staff, volunteer, contractor, or subcontractor working directly with youth (ages 0-17).

- b. Subcontractor must prohibit any staff, volunteer, contractor, or subcontractor with a felony conviction related to their duties from supervising and interacting with minors while performing the duties of this Agreement. This requirement is consistent with existing RCW 9.96A.020.

In addition, Subcontractor will keep on file and make available for review by District staff documents consistent with federal and state regulations that will include but are not limited to the latest agency audit and Subcontractor agreements. Subcontractor will include these requirements in all approved subcontracts.

15. **Required Reports:** Subcontractor will submit required reports using required forms according to procedures issued by the District.

Subcontractor will be obligated to submit required reports after the close of the contract period, during the transfer of obligations to another contractor, or upon termination of the contract for any reason.

Subcontractor will include all requirements listed above in all approved subcontracts.

Due dates outside the Budget Period are for reporting only. Subcontractor may not bill for work done outside the Budget Period.

16. **Statutory and Regulatory Compliance:** Subcontractor shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.

17. **Compliance with State and Federal Confidentiality Laws:** Subcontractor shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of RCW 70.02, RCW 42.56, the Health Information Portability and Accountability Act, commonly known as HIPAA, or any regulations enacted pursuant to its provisions. An excerpt of certifications and assurances is herein attached as **ATTACHMENT C**.

18. **Suspension of Performance and Resumption of Performance:** In the event contract funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the District may give notice to Subcontractor to suspend performance as an alternative to termination. The District may elect to give written notice to Subcontractor to suspend performance when the District determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may occur by facsimile or email to Subcontractor's representative. Subcontractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may inform the other party of any conditions that may reasonably affect the potential for resumption of performance.

When the District determines that the funding insufficiency is resolved, the District may give Subcontractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Subcontractor will give written notice to the District as to whether it can resume performance, and if so, the date upon which it agrees to resume performance. If Subcontractor gives notice to the District that it cannot resume performance, the parties agree that this Agreement will be terminated retroactive to the original date of termination. If the date Subcontractor gives notice it can resume performance is not acceptable to the District, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to the District, the parties agree that this Agreement will be terminated retroactive to the original date of termination.

19. **Non-Discrimination:** Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, sexual preference, or the presence of any sensory mental or physical handicap.
20. **Waiver:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under his Agreement unless stated to be such in writing, signed by an authorized representative of the party and attached to the original Agreement.
21. **Assignment:** The work to be provided under this Agreement and any claim arising thereunder, is not assignable or delegable by either party in whole or in part without the express prior written consent of the District, which consent shall not be unreasonably withheld.
22. **Amendments and Changes in Work:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.

In the event of any errors or omissions by Subcontractor in the performance for any work required under this Agreement, Subcontractor will make all necessary corrections without additional compensation. All work submitted by Subcontractor will be certified by Subcontractor and checked by Subcontractor for errors and omissions. Subcontractor will continue to be responsible for the accuracy of work even after the work is accepted by the District.

23. **Termination:** This Agreement may be terminated by either party upon giving at least 30 days advance written notice to the other party. 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.
24. **Termination for Cause:** If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved part to the other.

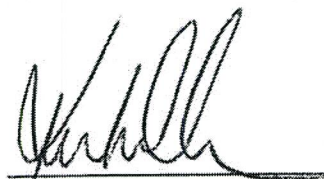
25. **Termination for Funding:** If funding for this Agreement or matter is withdrawn, reduced or limited in any way after this Agreement is signed or becomes effective, the Parties may summarily terminate this Agreement notwithstanding any other termination provision in this Agreement. Termination under this provision will be effective upon the date specified in the written notice of termination. No costs incurred after the effective date of the termination will be paid.
26. **Choice of Law:** This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and applicable federal laws, both as to its interpretation and performance. The provisions of this Agreement shall be construed to conform to those laws. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.
27. **Dispute Resolution:** In the event that a dispute or conflict arises under this Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: A Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.
28. **Severability:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
29. **Survival:** Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of this Agreement shall so survive. Those provisions include, but are not necessarily limited to, the following: Indemnification, Termination, Disputes, Confidentiality, Choice of Law, Waiver, Records Inspection and Retention, and Severability.
30. **Subcontracting:** Subcontractor shall not enter into subcontracts for any of the work contemplated under this Agreement without prior written approval of the District. In no event shall the existence of the subcontract operate to release or reduce the liability of Subcontractor to the Department for any breach in the performance of Subcontractor's duties. This clause does not include contracts of employment between Subcontractor and personnel assigned to work under this Agreement.

Subcontractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Subcontractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the District or as provided by law.

If at any time during the progress of the work, the District determines in its sole judgment that any contractor is incompetent, the District shall notify Subcontractor, and Subcontractor shall take immediate steps to terminate its Subcontractor's involvement in the work. The rejection or approval by the District of any Subcontractor or the termination of a Subcontractor shall not relieve Subcontractor of any of its responsibilities under this Agreement, nor be the basis for additional charges to the District.

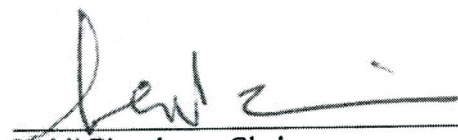
31. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.

KITSAP PUBLIC HEALTH DISTRICT


Keith Grellner
Administrator

6/8/2022
Date

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

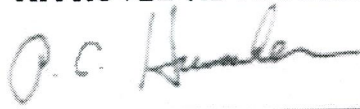

Heidi Eisenhour, Chair

6/27/22
Date

ATTEST:


Carolyn Gallaway, Clerk of the Board

APPROVED AS TO FORM:


Philip C. Hunsucker
Chief Civil Deputy Prosecuting Attorney

June 21, 2022
Date

Funding Source
Program: CH Contract/Grant: DOH Con Con CLH31014 (KPHD 2203)

ATTACHMENT A – SCOPE OF WORK AND BUDGET
Jefferson County Public Health
July 1, 2022 – June 30, 2023

As a subcontractor of KPHD under the Washington Department of Health funded *Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP)*, Jefferson County Public Health agrees to the following activities funded in full or part by the associated budget.

Activity	
Planning & Coordination of Regional Network	Coordinate and maintain the Olympic Prevention Partnership steering committee and network. • Invite new community partners to join the Olympic Prevention Partnership Steering Committee. • Attend nine monthly steering committee meetings (Sept 2022 – June 2023) • Each subcontractor will be responsible for planning one of the above meetings. Refer to the workplan for schedule.
Implementation	<i>2022-2023 Strategies for Youth Cannabis & Commercial Tobacco Prevention:</i> • Social Norms: Media & Health Communications • Youth Empowerment & Engagement • Decision-maker Engagement • Policy, System, Environmental Changes Specific Jefferson County activities are described in the 2022-2023 YCCTPP workplan. Please refer to the workplan for guidance on which activities fall under each funding source. Workplans are subject to change. Any changes will be approved by both parties.
Monitoring and Reporting	Monitor progress for each activity as appropriate; submit monthly narrative and data reports as requested by KPHD on the 5th of every month.
Midterm Evaluation	By February 1, 2023, report progress to CTPP Regional Coordinator. If needed, adjust activities to ensure spend down. Conduct a mid-year workplan re-evaluation.
Calls/Meetings	Participate in monthly conference call with KPHD and attend webinars as scheduled; respond to correspondences related to CTPP from the Department of Health; respond to activity assessments/surveys administered by KPHD as appropriate per scope of work.
Invoicing	Submit monthly invoices by the 20th of the month following the month in which costs were incurred, except for the Final Expenditure Report and Request for Reimbursement in each federal fiscal year (due July 1, 2023). Invoices must include supporting documentation such as timecards for staff time and copies of invoices paid for goods and services.

Budget July 1, 2022 – June 30, 2023

<i>Cannabis</i>	<i>Cost</i>	<i>Description</i>
Staff Salary	\$23,580	15 hours per week
Benefits	\$4,820	
Indirect	\$8,301	
Goods & Services	\$2,500	Materials necessary and approved for programing
Mileage	\$1,522	Any travel to and from implementation sites
Travel/Training	\$1,521	Any training approved and applicable
Total Jefferson	\$42,244	

<i>Tobacco</i>	<i>Cost</i>	<i>Description</i>
Staff Salary	\$7,860	5 hours per week
Benefits	\$1,770	
Indirect	\$2,815	
Goods & Services	\$0	Materials as necessary to implement program
Mileage	\$72	Any travel to and from implementation sites
Travel/Training	\$0	Any training approved and applicable
Total Jefferson	\$12,517	

Funding Source

Chart of Accounts Program Name or Title	CFDA#	BARS Code	7/1/22 – 6/30/23
SFY23 Dedicated Cannabis Account	NA	334.04.93	\$42,244
SFY23 Youth Tobacco Vapor Products	NA	334.04.93	\$12,517
Total to Jefferson			\$54,761

Subcontractor DUNS Number: 184826790
Subcontractor Indirect Rate: 29.23% of salary
Research and Development: No

FORM A 19-1A (Rev. 1/91)				STATE OF WASHINGTON INVOICE VOUCHER		Attachment B										Page A-11			
AGENCY NAME Kitsap Public Health District Attn: Melissa Laird 345 6th St, Suite 300 Bremerton, WA 98337-1866														AGENCY NO.		LOCATION CODE		P.R. OR AUTH NO.	
VENDOR OR CLAIMANT (Warrant is to be payable to)														INSTRUCTION TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.					
FEDERAL I.D. NO. OR SOCIAL SECURITY NO.														RECEIVED BY				DATE RECEIVED	
DATE		DESCRIPTION								QUANTITY		UNIT	UNIT PRICE		AMOUNT		FOR AGENCY USE		
		Services provided in performance of contract																	
		Billing period: to																	
		Total Tobacco Expenses																	
		YMPEP Expenses																	
		TOTAL DUE:													\$ -				
PREPARED BY				TELEPHONE NUMBER				DATE		AGENCY APPROVAL						DATE			
DOC. DATE		PMT DUE DATE		CURRENT DOC. NO.				REF. DOC. NO.		VENDOR NUMBER		VENDOR MESSAGE USE TAX				UBI NUMBER			
REF	DOC	TRANS	M	FUND	MASTER INDEX		SUB	SUB	WKCLAS	COUNT	CITY			AMOUNT	INVOICE NUMBER				
SUF		CODE	O		APPN INDEX	PROGRAM INDEX	OBJ		ORG INDEX	BDGT UNIT	MOS	PRJT	SUB PROJ	PRO. PHAS					
ACCOUNTING APPROVAL FOR PAYMENT										DATE			WARRANT TOTAL			WARRANT NO.			

ATTACHMENT C HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement ("Agreement") is entered into by and between the Kitsap Public Health District ("Covered Entity") and Jefferson County Public Health ("Business Associate").

Section I: Purpose

Performance of the Underlying Agreement may require Business Associate to use or disclose protected health information that is subject to provisions of the Health Insurance Portability and Accountability Act of 1996, set forth in 45 C.F.R. Parts 160 and 164 (commonly known as the "HIPAA Rules").

The purpose of this Agreement is to set forth the obligations of the Parties with regard to the way in which protected health information is created, used, disclosed, maintained, provided or received on behalf of Covered entity by the Business Associate.

Section II. Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Health Information, and Use.

Specific Definitions:

1. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to this Agreement shall mean Clallam County Health & Human Services.
2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" in 45 CFR 160.103, and in reference to the party in this Agreement shall mean the Kitsap Public Health District.
3. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164.

Section III. Obligations and Activities of Business Associate

Business Associate agrees to:

1. Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law.

2. Use appropriate safeguards, and comply with Subpart C of 45 CFR, Part 164 with respect to protected electronic health information and to prevent use or disclosure of protected health information other than as provided for by this Agreement.
3. Report to Covered Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410, and any security incident of which it becomes aware.

Business Associate agrees to promptly notify covered entity following the discovery of a Breach of unsecured PHI. A Breach is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured PHI shall include the identification of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach.

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
5. Business Associate agrees to mitigate, to the extent possible, any harmful resulting from use or disclosure of PHI by Business Associate or its agents or subcontractors, in violation of the requirements of this Agreement.
6. Maintain and make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.

If an Individual makes a request for access to the protected health information directly to Business Associate, business associate shall notify covered entity within three (3) business days of such request and shall cooperate with the Covered Entity to send the response to the Individual.

7. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

If an Individual makes a request for amendment to the protected health information directly to Business Associate, Business Associate shall notify Covered Entity within three (3) business days of such request and shall cooperate with the Covered Entity to send the response to the Individual.

8. Maintain and make available the information required to provide to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

If an Individual makes a request for accounting of disclosures directly to Business Associate, Business Associate shall notify Covered Entity within three (3) business days of such request and shall cooperate with the Covered Entity to send the response to the Individual.

9. To the extent the Business Associate is to carry out one or more of Covered Entity's obligations(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
10. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Section IV. Permitted Uses and Disclosures by Business Associate

1. Business Associate may only use or disclose protected health information as necessary to perform the services as outlined in the underlying agreement.
2. Business Associate is not authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
3. Business Associate may use or disclose protected health information as required by law.
4. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific used and disclosures set forth below:

- a) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- b) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Section V. Termination

1. Term. This Agreement shall terminate on June 30, 2023 or on the date Covered Entity terminates for cause, whichever is sooner.
2. Termination for Cause. Business Associate authorizes termination of this Agreement if Covered Entity determines Business Associate has violated a material term of this Agreement and has not cured the breach or ended the violation within the time specified by Covered Entity.
3. Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason Business Associate shall return or destroy all protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected health information.

In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of protected health information is infeasible, Business Associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.

4. The obligations of Business Associate under this section shall survive the termination of this Agreement.

Section VI. Miscellaneous

1. A reference in this agreement to a section in the HIPAA Rules means the section as in effect or amended.
2. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law.
3. Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Rules.