AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Interagency Agreement; State Tobacco Education and

Action Requested: County Manager Signature

Parties to the Agreement: BOCC & Delta County

Term Begins: July 1, 2018 **Term Ends:** 6/30/2019 **Grant Contract #:**

Summary:

This is renewal of State Tobacco Education & Prevention Partnership (STEPP) from Amendment 35 funds. In all previous years Gunnison County applied directly to state for funds. This year Delta County will apply to state and counties within the West Central Partnership will serve as

Fiscal Impact: $34,200

Submitted by: C Worrall **Submitter's Email Address:** cworrall@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, included in 2018 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/31/2018

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 5/31/18

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 5/31/2018 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/1/2018

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/5/2018

Revised April 2015

Interagency Agreement

State Tobacco Education and Prevention Partnership Grant Program
West Central Public Health Partnership Tobacco Education Project

THIS agreement, made this **July 1, 2018**, by and between the Delta County Board of County Commissioners, on behalf of the Delta County Health Department (DCHD) and West Central Public Health Partnership (WCPHP) counties of Gunnison, Montrose, Ouray, San Miguel, and Silver Thread Public Health District (Mineral & Hinsdale), each of which is individually referred to as Subcontractor, but in no event is a county responsible for performance of any obligations or financial contributions of any other county.

Recitals:

WHEREAS, the State of Colorado Department of Public Health & Environment (CDPHE) has allocated Amendment 35 State Tobacco Education and Prevention Partnership (STEPP) grant funds to DCHD for the purpose of providing funding for the Tobacco Education Project in the WCPHP communities, and

WHEREAS, each of the Subcontractors provides the staff to complete the strategic goals identified in the scope of work (attached Exhibit B),

NOW THEREFORE, it is hereby agreed that

1. **Statement of Work and Responsibilities**
Each Subcontractor agrees to carry out the scope of work described in its written plan for STEPP related activities, as approved by DCHD, in conformance with this agreement, the WCPHP Intergovernmental Agreement (fully executed through 2020), WCPHP Operating Agreement, and applicable state laws, rules, and regulations, pertaining to STEPP funding.

2. **Payment Amount and Billing Procedure**
DCHD agrees to pay each Subcontractor, in consideration for the services to be performed, an amount not to exceed **$34,200** per county within each Subcontractor's jurisdiction each grant year during the period of this agreement. If allocated funds are not 80% spent or encumbered by the Subcontractor by May 1 of each year, DCHD reserves the right to redirect the balance. Grant funds will be disbursed to the Subcontractor on a reimbursement of actual cost basis. Payment will be made to the Subcontractor upon receipt of legitimate requests for reimbursement and copies of receipts, invoices, and bill of expenditures from the Subcontractor for eligible STEPP expenses. Documentation is to be submitted on the standard CDPHE Reimbursement Invoice Form and must match the amount requested. Any difference will be disallowed unless additional documentation is provided. Each **Subcontractor's Reimbursement request must be submitted monthly and within fifteen (15) days after month-end and must include the Subcontractor's General Ledger reports, timesheets and invoice documentation supporting the reimbursement request.** Each Subcontractor shall also retain in its files copies of all supporting documents for the request for reimbursement.

Eligible expenditures under this Grant are limited to:

Personnel costs, supplies, operating expenses and travel related to program implementation are to be submitted for reimbursement to DCHD with the check payable to the Subcontractor.

Deposits on account, late fees, and finance charges are not allowable costs.

3. Performance Term

Both parties agree that the term of this interagency agreement is from **July 1, 2018** through **June 30, 2021.**

4. Availability of Funds

Payment pursuant to this agreement is subject to and contingent upon the continuing availability of STEPP funds for the purposes hereof. If any of said funds become unavailable, as determined by the CDPHE, any county may immediately terminate or seek to amend this agreement. Each County has the right to terminate this agreement in the event that funds are not appropriated by its board of county commissioners for that County's share of resources required by this IGA or any work plan adopted.

Funds are passed through from the CDPHE on Colorado Contract Routing # assigned by CDPHE.

5. Record Keeping Requirements

Each Subcontractor shall retain all client records for program participants at its offices. Each Subcontractor shall maintain a complete file of all records, documents, communications and other material which pertain to this project and agreement, and shall be easily separable from other Subcontractor records. Each Subcontractor can either retain the records pertinent to this contract for a period of 5 years after the conclusion of the Contract, or release them to DCHD at the conclusion of the contract for DCHD retention.

6. **Monitoring**

Subcontractor shall permit DCHD and State agency monitoring and auditing of records and activities which are or have been undertaken pursuant to this agreement.

7. Reporting

Report Period	Report Type	Due Date
July 1 –September 30, 2018	Quarterly Progress	October 5, 2018
October 1 – December 31, 2018	Quarterly Progress	January 5, 2019
January 1 – March 31, 2019	Quarterly Progress	April 5, 2019
April 1 – June 30, 2019	Quarterly Progress	July 5, 2019
Reporting period and due dates will be the same month and day for Year 2 and Year 3.		

DCHD reserves the right to require additional reporting if required by CDPHE; at which time a reporting deadline will be established.

8. Except as otherwise provided, the duties and obligations of Subcontractor shall not be assigned, delegated or subcontracted except with the express prior written consent of DCHD.

9. Any failure of either party to perform in accordance with the terms of this agreement shall constitute a breach of the agreement.

10. Severability – If any part of this agreement should be held to be invalid, the remaining portions of the agreement shall remain in full force and effect. Any of the parties shall have the right to terminate their participation in this agreement by giving the other parties 30 days notice. If notice is given, the agreement will terminate at the end of 30 days, and the liabilities of the parties hereunder for further performance of the terms of the agreements shall thereupon cease, but the remaining parties shall not be released from duty to perform up-to-the-date of termination.

Delta County Health Department

_____

Authorized Signature Date

Enclosed: Subcontractor Scope of Work

SUBCONTRACTOR:

Gunnison County Health Department

_____

Authorized Signature Date

SUBCONTRACTOR:

Silver Thread Public Health District

_____

Authorized Signature Date

SUBCONTRACTOR:

Montrose County Health Department

_____

Authorized Signature Date

SUBCONTRACTOR:

Board of County Commissioners of Ouray County, Colorado on behalf of its Public Health Department

_____

Authorized Signature Date

SUBCONTRACTOR:

San Miguel County Health Department

_____

Authorized Signature Date