

# CLARK COUNTY STAFF REPORT



**DEPARTMENT:** Clark County Public Health (CCPH)

CCPH SR2016\_71

**DATE:** April 5, 2016

**REQUESTED ACTION:**

County Board of County Councilors approval of an Interlocal agreement between Washington State University, Clark County Extension (WSUE) and CCPH and authorization for Public Health Director to sign amendments. This is amending the agreement approved by the Board of County Councilors on February 9, 2016, on SR027-16. The agreement defines the relationship of WSUE and CCPH on the "Our Heritage: Healthy Farms, Healthy Schools" project. Remuneration under this contract is not to exceed \$14,000.

XX Consent    \_\_\_ Hearing    \_\_\_ County Manager

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**BACKGROUND**

As part of our key focus on influencing the conditions that promote good health for everyone through community partnerships, CCPH is working with local schools to support Farm to School opportunities. Connecting farms and schools is a recognized best practice that positively influences economics to nutrition. Farm to School programs provide food system education to students and connect local farmers to school meal programs. This grant funding would support comprehensive public health strategies aimed at improving the food environment by increasing access to fruits and vegetables in school meal programs across our county.

Farm to School is the practice of sourcing local foods for school nutrition programs and providing nutrition education opportunities to students that focus on agriculture and health. The goal of the program is to encourage the consumption of fruit and vegetables, improve access to healthy foods, and support regional farms. CCPH is collaborating with WSUE to conduct food system education activities that include farm field trips, taste-tests, and farmer-in-the-classroom activities aimed at students attending targeted schools.

**COUNCIL POLICY IMPLICATIONS**

N/A

**ADMINISTRATIVE POLICY IMPLICATIONS**

N/A

**COMMUNITY OUTREACH**

In the fall of 2013, CCPH interviewed the directors of nutrition services at local school districts to learn more about their programs and local purchasing practices. Clark County school meal programs serve delicious, nutrient-rich foods, but lack the resources to implement a fully developed Farm to School strategy. Local food service directors are enthusiastic about working with CCPH on increasing Farm to School opportunities for their students. WSUE has committed to collaborating

*OK*

with CCPH to coordinate farm field trips at the 78th Street Heritage Farm for 4<sup>th</sup> and 5th grade students at participating schools.

This project will strengthen our partnership and build on the valued relationship between CCPH and WSUE. The project targets children who attend the schools in central Vancouver with the highest rates of free and reduced-cost lunches. It also supports economic development for local food production by promoting local food sourcing.

**BUDGET IMPLICATIONS**

YES	NO	
XX		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		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.

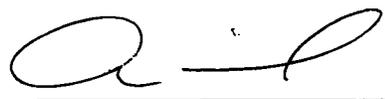
**BUDGET DETAILS**

Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	1025, Public Health Fund
Company Name	Washington State University, Clark County Extension

**DISTRIBUTION:**

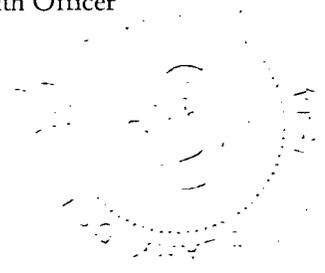
Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

  
 Kathy Smith  
 Grant Accounting Specialist

  
 Alan Melnick, MD, MPH, CPH  
 Public Health Director/Health Officer

**APPROVED:**   
 CLARK COUNTY, WASHINGTON  
 BOARD OF COUNTY COUNCILORS

DATE: April 5, 2016  
 SR# 074-16



**APPROVED:** \_\_\_\_\_  
 Mark McCauley, Acting County Manager

DATE: \_\_\_\_\_

**INTERLOCAL AGREEMENT**  
**Between**  
**CLARK COUNTY PUBLIC HEALTH**  
**HDC.781**  
**And**  
**WASHINGTON STATE UNIVERSITY,**  
**CLARK COUNTY EXTENSION**

This intergovernmental agreement between Clark County, hereinafter referred to as COUNTY, and Washington State University, Clark County Extension, hereinafter referred to as WSUE, is made and entered into pursuant to RCW 39.34 (Interlocal Cooperation Act).

Federal regulations require subaward agreements of federal grant funds be clearly identified as such in the agreement and data elements that identify the agreement as a subaward of a Federal agency award be included. The required data elements for this agreement are included in Exhibit "A", Federal Grant ID Information, attached hereto and incorporated herein as Exhibit "A".

The recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the agreement is expressly dependent upon the availability to County of funds appropriated by the state Legislature from state and/or federal revenue or such other funding sources as may be applicable. A failure of County to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement by County or an event of default under the agreement and County shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from County beyond the duration of the award period set forth in the grant/loan agreement and in no event shall the agreement be construed as a commitment by County to expend funds beyond the termination date set in the grant/loan agreement.

**I. PURPOSE:**

The purpose of this agreement is to define the relationship of COUNTY and WSUE on the "Our Heritage: Healthy Farms, Healthy Schools" project. The project includes the development of a Farm to Fork field trip program at Heritage Farm, 10 Farm to Fork Field Days, and taste-tests for participating students.

This agreement applies to and covers the geographic area of Clark County.

## II. STATEMENT OF WORK

The parties agree as follows:

1. The term of this agreement shall be from **January 1, 2016 – December 31, 2017**, unless both parties agree to extend the termination date upon mutual written consent.
2. Using the following activities, WSUE will develop a Farm to Fork field trip program at the Heritage Farm by December 2016:
  - a. Facilitate program development meetings with key project partners (4-H, Food Bank staff, SNAP-Ed staff, and teachers).
  - b. Visit a model “farm field trip” program in the region (Zenger Farms).
  - c. Create a “Heritage Farm Field Trip Guide” for upper elementary students with experiential learning lesson plans emphasizing food system education, nutrition education, and Clark County Agriculture.
3. WSUE will host 10 Farm to Fork Field Days for students at Vancouver Public Schools’ priority schools by November 2017 and will:
  - a. Recruit 4<sup>th</sup> and 5<sup>th</sup> grade teachers at priority schools (Fruit Valley, King, Roosevelt, Washington, and Ogden Elementary).
  - b. Connect WSUE nutrition education programs to farm to school efforts at five VPS priority schools. This may include recipe or product tasting in the cafeteria, farmer in the classroom opportunities, farmer trading cards, gardening in the classroom activities, etc.
  - c. Coordinate field trip logistics including educational activities and appropriate staffing.
  - d. Coordinate transportation, along with COUNTY, for participating classrooms to farms.
4. WSUE will conduct at least 20 taste-tests of new regionally sourced produce, products or new recipes in VPS priority school cafeterias.
5. COUNTY shall provide assistance to the program by providing Services that shall include:
  - a. Coordinate complimentary field trip educational enhancements with participating classrooms (farmer in classroom visits, food system/nutrition education, farmer trading cards, etc.) in partnership with WSUE staff.

- b. Coordinate transportation for participating classrooms to farms for Farm to Fork field trip days.
6. Quality of service will be assured as follows:
  - a. Program Evaluation: Representatives from the two participating agencies will develop a team to oversee the project deliverables, monitor timelines, and review partner feedback to continuously improve the program.
  - b. Process Evaluation: Outcome evaluation indicators will include qualitative and quantitative data. COUNTY and WSUE staff will work together to track educational activity participation from data collected and processed by a COUNTY epidemiologist who will ensure that all data tracking instruments are reliable and valid.
7. WSUE will provide quarterly progress reports to CCPH.
  - a. Reports are due April 1, July 1, October 1, and January 1, 2016 for the first year and April 1, July 1, October 1, and January 1, 2017 for the second year.
  - b. The reports should include at a minimum:
    - A narrative description of project progress, tasks completed, and roadblocks or problems;
    - Reasons why goals and objectives were not met, if appropriate;
    - Discuss the budget to expenditures for the reporting period;
    - List key activities planned for the next report period.
    - Each request for payment should include receipts and/or other documentation that supports the expense.

### **III. LIAISON RESPONSIBILITY**

The COUNTY Chronic Disease Prevention Program Manager serves as the liaison for the COUNTY.

### **IV. COMPENSATION**

1. COUNTY agrees to pay WSUE for services performed as specified in Section II of the agreement net 30 days upon receipt of a written invoice.
2. COUNTY shall reimburse WSUE for costs incurred to provide said services during the contract period as shown below; total compensation not to exceed \$14,000. Reimbursement will support Farm to Fork Coordinator time for guide development,

farm field trip planning and facilitating work groups; Nutrition Educator's time for taste-tests, gardening in the classroom activities, etc. at priority schools; and supplies for nutrition education demos.

Invoices should be mailed to COUNTY no later than the 15<sup>th</sup> day of the month following the provision of service to the following address (including receipts and other supporting documentation for expenses, if applicable to:

Clark County Public Health  
Accounts Payable  
PO Box 9825  
Vancouver, WA 98666-8825

## **V. MONITORING AGREEMENT**

Contractor agrees to allow the County and its auditors or their designees to have immediate access to all records and the financial statements related to this agreement and/or service performed under this agreement, as required by the Code of Federal Regulations, 2 CFR 200.331(5). This shall include contracts and agreements Contractor has with other entities in fulfillment of this Contract.

## **VI. FINANCIAL MANAGEMENT SYSTEM**

The grantee shall be responsible for maintaining an adequate financial management system and will immediately notify County when the grantee cannot comply with the requirements established in this section of the grant.

The grantee's financial management system shall provide for:

- a. **Financial Reporting:** Accurate, current and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial report requirements of the grant;
- b. **Accounting Records:** Records that adequately identify the source and application of funds for County-supported activities. These records must contain information pertaining to grant awards and authorizations, obligation, unobligated balances, assets, liabilities, outlays, or expenditures and income.
- c. **Internal Control:** Effective internal and accounting controls overall funds property and other assets. The grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes;
- d. **Budget Control:** Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by County.

- e. Allowable Cost: Procedures for determining reasonableness, allowability and allocability of costs generally consistent with the provision of federal and state requirements.
- f. Source Documentation: Accounting records that are supported by source documentation; and
- g. Cash Management: Procedures to minimize the time elapsing between the advance of funds from County and the disbursement by grantee, whenever funds are advanced by County.

## **VII. Contract Closeout**

- a. The following definitions shall apply for the purpose of this section:
  - 1) Contract Closeout – The closeout of a contract is the process by which the grantor determines that all applicable administrative actions and all required work of the contract have been completed by the contractor/grantee.
  - 2) Date of Completion – the date by which all activities under the contract are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.
- b) The contractor/grantee shall submit a closeout package per the terms of the agreement, unless otherwise extended by the grantor, after completion of the contract period or termination of the contract. Closeout forms will be supplied by the grantor.
- C) The contractor/grantee will together with the submission of the closeout package, refund to the grantor any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by the grantor to be retained.
- D) Within the limits of the contract amount, the grantor may make a settlement for any upward or downward adjustments of costs after the final reports are received.
- E) The contractor/grantee is responsible for those costs found to be disallowed, including those of any contractor or subcontractor paid from funds under grant or contract, and the grantor retains the right to recover any appropriated amount after fully considering the recommendations on disallowed costs resulting from the final audit, even if a final audit has not been performed prior to the closeout of the file.
- F) The contractor/grantee shall account for any property received from the grantor or acquired with funds under this grant, including any property received or acquired by a contractor or subcontractor under this grant.

### **VIII. Wage and Hour Compliance**

Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

### **IX. Debarment or Exclusion**

The Contractor shall not employ any person nor contract with any person or entity that is excluded from participation in federally funded (in whole or in part) agreements, in accordance with 42 CFR Part 76 or who are debarred, suspended, declared ineligible or voluntarily excluded. The Contractor and any subcontractors must comply with federal law and must not knowingly have a director, officer, partner or person with a beneficial ownership of the Contractor's equity, or an employee, contract or consultant who is significant or material to the provision of services under this contract, who has been or is affiliated with someone who has been, debarred, suspended or otherwise excluded by any federal agency. The Contractor shall maintain evidence of compliance in personnel files or with subcontractor's documents. The Contractor shall certify compliance with this provision to the County prior to the term of this agreement, including certification of compliance of any other parties listed above with a beneficial ownership or a party significant to the provision of services under this agreement. The Contractor shall provide the full names of these parties to the County along with certification of compliance prior to the start of this contract.

### **X. Anti-Terrorism Sanctions**

In accepting these funds, Contractor confirms that its organization complies with all US anti-terrorism laws and regulations, including Executive Order 13224 and the Global Terrorism Sanctions regulations set forth in 31 CFR Part 594.

### **XI. Contract Documents**

Contract documents consist of this agreement, Exhibit "A", Federal Grant Data Information, Exhibit "B", Federal Certifications, and Exhibit "C", Assurances-Non-Construction Project.

### **XII. Equal Employment Opportunity**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

### **XIII. TERMINATION**

Either party may terminate this contract by providing 30 days' written notification.

### **XIV. INDEMNIFICATION**

Each party to this agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of the agreement. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not party to the agreement.

### **XV. GOVERNING LAW**

The laws of the State of Washington shall govern this agreement. Venue for any litigation shall be Clark County, Washington.

### **XVI. INSURANCE**

Each party shall be responsible for providing worker's compensation insurance as required by law. WSUE shall provide to COUNTY prior to the term of this Agreement, current certificates of insurance that will be in the form of an ACORD Certificate(s), and shall assure that Clark County is listed as an additional insured, and shall include; commercial general liability to protect against legal liability arising out of Contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence; contractor must carry commercial general liability insurance in the amount of \$1,000,000.

### **XVII. ADHERENCE TO LAW**

Each party shall comply with all federal, state, and local laws and ordinances applicable to this agreement.

### **XVIII. NON-DISCRIMINATION**

Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

### **XIX. SUBCONTRACTS AND ASSIGNMENT**

Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

### **XX. CONFLICT OF LAW**

Any provision herein that conflicts with any law, statute, or regulation is deemed inoperative to that extent and the remainder of the contract terms remains in full effect and force.

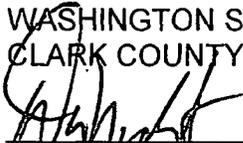
**XXI. CONFIDENTIALITY**

All information obtained by the contractor shall remain confidential and shall be maintained in accordance with the Health Information Portability and Accountability Act.

**XXII. THIS IS THE ENTIRE AGREEMENT**

This agreement consists of twenty-one sections and constitutes the entire agreement between the parties. Modifications to this agreement are valid only if made in writing and signed by all parties.

WASHINGTON STATE UNIVERSITY  
CLARK COUNTY EXTENSION

  
\_\_\_\_\_  
Dan Nordquist, AVP OROS

Date

3/25/16

BOARD OF COUNTY COUNCIL  
CLARK COUNTY, WASHINGTON

  
\_\_\_\_\_  
Marc Boldt, Chair

Date

APRIL 5, 2016

\_\_\_\_\_  
Jeanne E. Stewart, Councilor

\_\_\_\_\_  
Julie Olson, Councilor

\_\_\_\_\_  
David Madore, Councilor

\_\_\_\_\_  
Tom Mielke, Councilor

Contractor's Mailing Address

1919 NE 78<sup>th</sup> St  
Vancouver, WA 98665

County's Mailing Address

PO Box 9825  
Vancouver, WA 98666-8825

APPROVED AS TO FORM  
ANTHONY F GOLIK  
Prosecuting Attorney

  
\_\_\_\_\_  
Jane Vetto, Deputy Prosecuting Attorney

Date \_\_\_\_\_

**Exhibit A**  
**Federal Grant ID Information**

1. Federal Award Identification Number (FAIN): **Not available**
2. Federal Award Date: **November 17, 2015**
3. Subrecipient name: **USDA-Food and Nutrition Services-Contract CN-F25-SS-16-WA-02**
4. Subaward Period of Performance Start and End Dates: **December 01, 2015 to December 31, 2017**
5. Amount of Federal Funds Obligated to the subrecipient: **\$100,000**
6. Total Amount of the Federal Award: **N/A**
7. Federal award project description, required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):  
**The purpose** of this agreement is to provide funding to schools to support efforts that improve access to local foods in schools and to support efforts to build or maintain school gardens, incorporate nutrition education into the schools culture, and support school food service personnel in procuring or promoting local and regional products for the school meal program.
8. Name of Federal awarding agency, pass-through entity, and contact information for awarding official: **USDA, Food and Nutrition Service**
9. CFDA Number and Name: **10.575, FY16 Farm to School**
10. Indirect Cost Rate: **28.10%**

## Exhibit B

### FEDERAL CERTIFICATIONS

The grantor will not award a grant where the grantee has failed to accept the CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement the grantee hereby certifies and assures that it will fully comply with the following CERTIFICATIONS:

#### 1) CERTIFICATION REGARDING DRUG-FREE WORK-PLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about—
  - 1) The dangers of drug abuse in the workplace;
  - 2) The Contractor's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace:
- c) Making it a requirement that each employee, to be engaged in the performance of the project, be given a copy of the statement required by paragraph a) above;
- d) Notifying the employee in the statement required by paragraph a), above, that as a condition of employment under the project funding, the employee will:

- 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e) Notifying the agency within ten calendar days after receiving notice under subparagraph d) 2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number (s) of each affected grant.
- f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph d) 2), above, with respect to any employee who is so convicted—
- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
  - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs a), b), c), d), e), and f), above.
- h) The contractor certifies that as a condition of the funding source, it will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the funding.

## **2) CERTIFICATION REGARDING LOBBYING**

Title 31, United State Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, " generally

prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

### **3. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)**

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with terms and conditions of award if the contract is awarded.

### **4. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the pro-Children Act of 1994 (Act) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facility that constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the ACT and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts that contain provisions for children's services and that all subrecipients shall certify accordingly.

Public Health strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the Public Health mission to protect and advance the physical and mental health of all people.

### **5. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

NOTE: In accordance with 45 CFR Part 76, amended June 26, 1995, any debarment, suspension, proposed debarment or other government wide exclusion initiated under the Federal Acquisition Regulation (FAR) on or after August 25, 1995, shall be

recognized by and effective for Executive Branch agencies and participants as an exclusion under 45 CFR Part 76.

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- 2) have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph a) 2) of this certification; and
- 4) have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Should the prospective contractor not be able to provide this certification, an explanation as to why should be placed under the assurances page in the proposal.

#### **6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION**

- 1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c) Are not presently indicted for or otherwise criminally or civilly charge by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and
  - d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

## **7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS –LOWER TIER COVERED TRANSACTIONS**

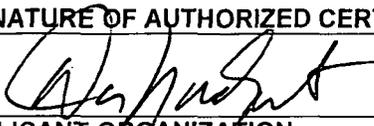
The applicant agrees by signing this contract that it will include, without modification, **the following clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction”** in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

- 1) The prospective lower tier participant certifies by signing this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-INSTRUCTIONS FOR CERTIFICATION**

- 1) By signing this contract, the prospective contractor is providing the certification set out below.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- 4) The prospective contract shall provide immediate written notice to the department or agency to which this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction unless authorized by grantor.

- 7) The prospective contractor further agrees by submitting this contract that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction, " provided by HHS, without modification, in all lower tier covered modifications, and in all solicitations for lower tier covered transactions.
  
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the transaction is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
  
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  
- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, CCPH may terminate this transaction for cause or default.

<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b>	<b>TITLE</b>
	AVP, Research Operations and Support
<b>APPLICANT ORGANIZATION</b>	<b>DATE SUBMITTED</b>
Washington State University	3/25/16

## Assurances – Non-Construction Programs

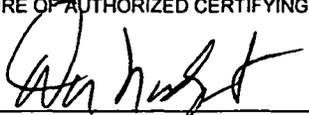
NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this proposal.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. >>4728-4763) relating to prescribed standards for merit systems for programs funded under one OPM's Standards for a Merit System of Personnel Administration (5 C.F.R.900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to : (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. □□ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. >794), which prohibits discrimination on the basis of handicaps; (d) the age Discrimination Act of 1975, as amended (42 U.S.C. >>6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) >>523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. >>290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. >3601 et seq.), as amended, relating to nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. □□1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. >>2726c and 18 U.S.C. >>874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. >>327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**CONTRACTOR SIGNATURE REQUIRED**

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE AVP, OROS
Please also print or type name Dan Nordquist	
ORGANIZATION NAME (if applicable) Washington State University	DATE 3/25/16

**XXI. CONFIDENTIALITY**

All information obtained by the contractor shall remain confidential and shall be maintained in accordance with the Health Information Portability and Accountability Act.

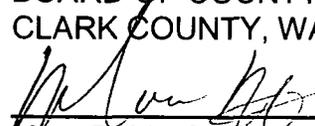
**XXII. THIS IS THE ENTIRE AGREEMENT**

This agreement consists of twenty-one sections and constitutes the entire agreement between the parties. Modifications to this agreement are valid only if made in writing and signed by all parties.

WASHINGTON STATE UNIVERSITY  
CLARK COUNTY EXTENSION

BOARD OF COUNTY COUNCIL  
CLARK COUNTY, WASHINGTON

By: \_\_\_\_\_

  
\_\_\_\_\_  
Marc Boldt, Chair

Date \_\_\_\_\_

Date April 5, 2016

\_\_\_\_\_  
Jeanne E. Stewart, Councilor

\_\_\_\_\_  
Julie Olson, Councilor

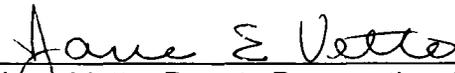
\_\_\_\_\_  
David Madore, Councilor

\_\_\_\_\_  
Tom Mielke, Councilor

Contractor's Mailing Address  
1919 NE 78<sup>th</sup> St  
Vancouver, WA 98665

County's Mailing Address  
PO Box 9825  
Vancouver, WA 98666-8825

APPROVED AS TO FORM  
ANTHONY F GOLIK  
Prosecuting Attorney

  
\_\_\_\_\_  
Jane Vetto, Deputy Prosecuting Attorney  
Date 3/25/16