

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Public Health (CCPH)

CCPH SR2016-155

DATE: Tuesday, September 06, 2016

REQUESTED ACTION: Clark County Board of Councilor ratification and approval of action taken on CCPH SR2016-141 for permission to contract HDC.835 with Cowlitz County Health And Human Services and Clark County (County). Total remuneration under this agreement will be billed at actual cost. We do not expect to exceed \$10,000.00. Further authorization for Public Health Director to sign subsequent amendments. This action will be submitted to Clark County BOCC for ratification September 13, 2016.

XX Consent ___ Hearing ___ County Manager

BACKGROUND: The purpose of this agreement is to define the relationship of the Nurse Family Partnership (NFP) program in Cowlitz and the temporary nursing and clinical supervisory staff to be provided to the NFP program in Cowlitz by County. The NFP nursing services provided shall be a combination of on-site and home visits made in the Cowlitz area and shall ensure fidelity to the NFP model. This term of this agreement shall be from August 8th, 2016 to December 31, 2016. The County will bill and be reimbursed so it will be zero cost.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

N/A

BUDGET IMPLICATIONS

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

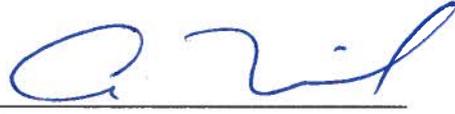
Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	1025, Public Health Fund
Company Name	

DISTRIBUTION:

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



Heidi Steen, MBA
Financial Mgt. Analyst/Public Health



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

APPROVED: Sept. 13, 2016
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: Sept. 13, 2016

SR# SR. 189-16

APPROVED: _____
Mark McCauley, County Manager

DATE: _____

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

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

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
1025 / Cowlitz County NFP Support		10,000		0		
Total		10,000		0		

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

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
1025 / Public Health			10,000		0		
Total			10,000		0		

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel		2,000				
Other controllables		8,000				
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total		10,000		0		

Requesting Department: Public Health

Package number: PBH-06

Package Title: Clark County Public Health support of Cowlitz County Nurse-Family Partnership program

Contact: *Jeff Harbison, ext 8475, Jeff.Harbison@clark.wa.gov*

Justification: This decision package creates budget capacity for a short-term agreement between Clark County Public Health (CCPH) and Cowlitz County. CCPH staff will be supporting Cowlitz County's Nurse-Family Partnership (NFP) program due to a staffing shortage.

The Nurse-Family Partnership (NFP) program is a nationally-recognized evidence-based nurse home-visiting program serving low-income, first-time, high-risk mothers from early pregnancy through their child's second birthday. NFP is recognized as a key program for the reduction of Adverse Childhood Experiences (ACEs) through providing support and education focused on improving child health and development, and helping parents provide sensitive and competent care.

Coding (insert additional rows as needed)

Package number	Fund	Fund Name	Prog	Dept	Basele	Obj	Categ	2015-16 EXP inc / REV dec (DR)	2015-16 EXP dec / REV inc (CR)	2017-18 EXP inc / REV dec (DR)	2017-18 EXP dec / REV inc (CR)	Type
PBH-06	1025	Health Department	221	703	346205	000	060202	10,000	10,000	-	-	One-Time
PBH-06	1025	Health Department	221	703	562220	400	060202	10,000	10,000	-	-	One-Time
								10,000	10,000	-	-	

FOR STAFF REPORTS ONLY:

HR APPROVAL

Signature *[Signature]* Date 09/08/2016

BUDGET OFFICE APPROVAL

Signature _____ Date _____

INTERGOVERNMENTAL AGREEMENT
Between
COWLITZ COUNTY HEALTH AND HUMAN SERVICES
And
CLARK COUNTY HEALTH DEPARTMENT

This intergovernmental agreement between Clark County, hereinafter referred to as COUNTY, and Cowlitz County, hereinafter referred to as COWLITZ, is made and entered into pursuant to RCW 39.34 (Interlocal Cooperation Act).

I. PURPOSE:

Cowlitz and the County are local health departments as provided for under Chapters 70.05, 70.08, or 70.46 RCW.

The purpose of this agreement is to define the relationship of the Nurse Family Partnership (NFP) program in Cowlitz and the temporary nursing and temporary clinical supervisory staff to be provided as needed to the NFP program in COWLITZ by COUNTY. These services may include, but are not limited to, the following: (1) NFP nursing services on behalf of Cowlitz, 2) NFP clinical supervision services on behalf of COWLITZ, and 3) ETO data entry on behalf of COWLITZ.

It is understood that the NFP nursing services provided shall be a combination of on-site and home visits made in the Cowlitz area and shall ensure fidelity to the NFP model. The COUNTY NFP Nurse time to be provided to COWLITZ shall consist of 8- 24 hours per week plus mileage, including mileage for home visits.

It is understood that the NFP clinical supervision services provided may consist of reflective supervision provided at COWLITZ or at COUNTY, as well as during field visits to NFP clients residing in Cowlitz County. Fidelity to the NFP model will be ensured following the NFP Model Elements. The COUNTY NFP supervisor time may be provided for up to two days, or 16 hours a week, including mileage between COUNTY and COWLITZ and mileage between joint home visit observations.

This agreement applies to and covers the geographic area of Cowlitz County, with the exception of when COWLITZ nurses travel to COUNTY for combined team meetings, trainings and /or reflective supervision.

II. STATEMENT OF WORK

The parties agree as follows:

1. The term of this agreement shall be from August 8, 2016 through November 30, 2016, unless both parties give written consent to extend the termination date. Either party may extend the agreement for up to one (1) three (3) month period upon mutual written consent of both parties
2. Cowlitz shall provide:
 - a. In-kind office space, computers, equipment, phone and office supplies.

- b. Access to policies and procedures.
 - c. Payment for services as defined in Section IV.
3. COUNTY shall provide assistance to the Cowlitz NFP program by providing Services that may include:
- a. COUNTY NFP Nurse(s) will assist with enrolling newly referred clients into COWLITZ NFP program; provide coverage for COWLITZ nurse on leave; orient and train any newly hired nurse(s) for COWLITZ NFP and review the COWLITZ NFP nurses' practice to ensure program fidelity.
 - b. Communicating regularly with the Cowlitz County Nursing Manager.
 - c. Clinical Supervision to COWLITZ NFP nurses will use the NFP model and support the NFP team through:
 - i. *Weekly one on one reflective supervision with COWLITZ NFP nurses*
 - ii. *Twice a month business / education mtgs*
 - iii. *Twice a month Case Conference mtgs*
 - iv. *Facilitating professional development*
 - v. *Field supervision (joint home visit three x a year, minimum)*
 - vi. *Oversight of data collection*
4. Quality of service will be assured as follows:
- a. Process Evaluation: Representatives from the two participating agencies will evaluate at a minimum of once a month successes and challenges in implementing this plan. Purpose will be to review the process, implement improvements, and update work plans.

III. LIAISON RESPONSIBILITY

The COUNTY NFP Nurse serves as the liaison for the COUNTY.

IV. COMPENSATION

1. COWLITZ agrees to pay COUNTY for services performed as specified in Section II of the agreement.
2. COWLITZ shall reimburse the COUNTY for performing said services, contingent upon funding availability, upon receipt of a written invoice. Fees paid to the COUNTY shall be actual monthly expenditures, including agency indirect rate of 30.3%. Mileage will be paid at the current IRS mileage reimbursement rate.

All payments to the COUNTY shall be made upon receipt of the invoice following the provision of service to the following address:

Clark County Public Health
Finance Department
PO Box 9825
Vancouver, WA 98666-8825

V. TERMINATION

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

VI. 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.

VII. INSURANCE

Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage as long as the respective County remains a member in good standing with the Washington Counties Risk Pool or maintains alternate self-insured coverage comparable to the coverage provided by the Washington Counties Risk Pool.

VIII. ADHERENCE TO LAW

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

IX. FEDERAL COMPLIANCE AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES.

As a subrecipient of federal funds, via the Washington State Department of Early Learning, Thrive is obligated to be in compliance with the Electronic Code of Federal Regulations (e-CFR) associated with a particular Catalog of Federal Domestic Assistance listing ("CFDA"). The e-CFR can be found by following this link: <http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl>. Organizations receiving funds as a subrecipient of Thrive are also required to be in compliance with the Electronic Code of Federal Regulations of the particular CFDA. In the event that federal funds are included in this Agreement, are added by future amendment(s), or redistributed between fund sources resulting in the provision of federal funds, Contractor agrees to maintain compliance with the Electronic Code of Federal Regulations associated with the corresponding CFDA, outlined in Schedule F.

X. NON-DISCRIMINATION

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

XI. ACCESS TO RECORDS

Each party shall have reasonable access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

XII. SUBCONTRACTS AND ASSIGNMENT

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

XIII. 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.

XIV. GOVERNING LAW

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

XV. CONFIDENTIALITY

COUNTY and COWLITZ agree to comply with HIPAA requirements when sharing protected health information as stated in Exhibit A, "Business Associate Agreement".

XVI. THIS IS THE ENTIRE AGREEMENT.

This agreement consists of fourteen 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.

BOARD OF COUNTY COMMISSIONERS
OF Cowlitz COUNTY, WASHINGTON

BOARD OF COUNTY COMMISSIONERS
OF CLARK COUNTY, WASHINGTON

Michael A. K...
Chair

Marc Boldt, Chair

Dennis R. Miller
Commissioner

Date

Joe ...
Commissioner

Contractor's Mailing Address:

PO Box 9825
Vancouver, WA 98666-8825

Attest:

Tiffany Ostreim

APPROVED AS TO FORM
ANTHONY F GOLIK
Prosecuting Attorney

Tiffany Ostreim, Clerk of the Board

Date: 8/23/16

Jane Vetto, Sr. Deputy Prosecuting Attorney

Date

Mark McCauley
Mark McCauley, County Manager

8/26/16
Date

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT Between COWLITZ COUNTY HEALTH AND HUMAN SERVICES And CLARK COUNTY

This Business Associate Agreement (the "Agreement"), dated as of July 1, 2016 is entered into between **Clark County** (the "Covered Entity") and **COWLITZ COUNTY HEALTH AND HUMAN SERVICES** (the "Business Associate").

Recitals

A. Business Associate provides certain legal services to Covered Entity (the "Services") which sometimes may involve (i) the use or disclosure of Protected Health Information (as defined below) by Business Associate, (ii) the disclosure of Protected Health Information by Covered Entity (or another business associate of Covered Entity) to Business Associate, or (iii) the creation, receipt, maintenance, or transmission of Electronic Protected Health Information (as defined below) by Business Associate. Accordingly, the use, disclosure, transmission, or maintenance of Protected Health Information by Business Associate is subject to the privacy regulations (the "HIPAA Privacy Regulations") and the security regulations (the "HIPAA Security Regulations") promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and 45 C.F.R. Parts 160 and 164 with respect to such Services. This Agreement is intended to document the business associate assurances required by the HIPAA Privacy Regulations (at 45 C.F.R. § 164.504(e)), and the HIPAA Security Regulations (at 45 C.F.R. § 164.314(a)).

B. This Agreement will govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, use, disclose, maintain, transmit or receive, Protected Health Information on behalf of Covered Entity. This Agreement will also govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, receive, maintain or transmit, EPHI on behalf of Covered Entity.

Agreement

1. Definitions. Capitalized terms used in this Agreement, but not otherwise defined in this Agreement, shall have the same meanings as those terms in the HIPAA Privacy Regulations and the HIPAA Security Regulations. Unless otherwise stated, a reference to a "Section" is to a Section in this Agreement. For purposes of this Agreement, the following terms shall have the following meanings.

1.1 Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

1.3 Electronic Protected Health Information or EPHI. “Electronic Protected Health Information” or “EPHI” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.4 Individual. “Individual” shall mean the person who is the subject of Protected Health Information as provided in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 Individually Identifiable Health Information. “Individually Identifiable Health Information” shall have the same meaning as the term “individually identifiable health information” in 45 C.F.R. § 160.103.

1.6 Protected Health Information or PHI. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

1.8 Secretary. “Secretary” shall mean the Secretary of the federal Department of Health and Human Services or that person’s designee.

1.9 Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.

1.10 Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

2. Permitted Uses and Disclosures by Business Associate.

2.1 General. Except as otherwise specified in this Agreement, Business Associate may use or disclose PHI to perform its obligations for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the HIPAA Privacy Regulations if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

2.2 Other Permitted Uses. Except as otherwise limited by this Agreement, Business Associate may use PHI it receives or creates in its capacity as a business associate of Covered Entity, if necessary:

2.2.1 for the proper management and administration of Business Associate;

2.2.2 to carry out the legal responsibilities of Business Associate; or

2.2.3 to provide Data Aggregation services to Covered Entity which relate to the health care operations of Covered Entity in accordance with the HIPAA Privacy Regulations.

2.3 Other Permitted Disclosures. Except as otherwise limited by this Agreement, Business Associate may disclose to a third party PHI it receives or creates in its capacity as a business associate of Covered Entity for the proper management and administration of Business Associate, provided that:

2.3.1 The disclosure is Required By Law; or

2.3.2 Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and (ii) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 De-Identified Information. Health information that has been de-identified in accordance with the requirements of 45 C.F.R. §§ 164.514 and 164.502(d) and is therefore not Individually Identifiable Health Information (“De-Identified Information”) is not subject to the provisions of this Agreement. Covered Entity may disclose PHI to Business Associate to use for the purpose of creating De-Identified Information, whether or not the De-Identified Information is to be used by Covered Entity.

3. Obligations and Activities of Business Associate Regarding PHI.

3.1 Limitations on Uses and Disclosures. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.

3.2 Safeguards. Business Associate will use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

3.3 Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

3.4 Reporting. Business Associate will report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.

3.5 Agents and Subcontractors. Business Associate will ensure that any agent, including any subcontractor, to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.6 Access. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity, Business Associate will make such PHI available to Covered Entity or, as directed by Covered Entity to an Individual, that is necessary for Covered Entity to respond to Individuals’ requests for access to

PHI about them in accordance with 45 C.F.R. § 164.524. Business Associate will provide such PHI in an electronic format upon request by Covered Entity unless it is not readily producible in such format in which case Business Associate will provide Covered Entity a standard hard copy format.

3.7 Amendment of PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity or an Individual, Business Associate will make any requested amendment(s) or correction(s) to PHI in accordance with 45 C.F.R. § 164.526.

3.8 Disclosure Documentation. Business Associate will document its disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.9 Accounting of Disclosures. Within thirty (30) days of receiving a request from Covered Entity, Business Associate will provide to Covered Entity information collected in accordance with Section 3.8 of this Agreement, as necessary to permit Covered Entity to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. § 164.528.

3.10 Access to Business Associate's Internal Practices. Except to the extent that it violates or interferes with attorney-client privilege, the duty of client confidentiality, or the applicable rules of professional responsibility, Business Associate will make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of (a) PHI received from, or created or received by Business Associate on behalf of, Covered Entity; and (b) EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to the Secretary or to Covered Entity, in a time and manner designated by the Secretary or reasonably specified by Covered Entity, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Regulations and HIPAA Security Regulations.

3.11 Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify Covered Entity of such breach. Except as otherwise required by law, Business Associate shall provide such notice without unreasonable delay, and in no case later than thirty (30) calendar days after discovery of the Breach.

3.11.1 Notice to Covered Entity required by this Section 3.11 shall include: (i) to the extent possible, the names of the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what Business Associate is doing or will be doing to investigate the Breach, to mitigate harm to the individual(s), and to protect against further Breaches; and (v) any other information that Covered Entity determines it needs to include in notifications to the individual(s) under 45 C.F.R. § 164.404(c).

Ratified Staff Report

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Public Health (CCPH)

CCPH SR2016-141

DATE: August 26, 2016

REQUESTED ACTION: County Manager approval for contract HDC.835 with Cowlitz County Health And Human Services and Clark County (County). Total remuneration under this agreement will be billed at actual cost. We do not expect to exceed \$10,000.00. Further authorization for Public Health Director to sign subsequent amendments. This action will be submitted to Clark County BOCC for ratification September 6, 2016.

Consent Hearing County Manager

BACKGROUND: The purpose of this agreement is to define the relationship of the Nurse Family Partnership (NFP) program in Cowlitz and the temporary nursing and clinical supervisory staff to be provided to the NFP program in Cowlitz by County. The NFP nursing services provided shall be a combination of on-site and home visits made in the Cowlitz area and shall ensure fidelity to the NFP model. This term of this agreement shall be from August 8th, 2016 to December 31, 2016. The County will bill and be reimbursed so it will be zero cost.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

N/A

BUDGET IMPLICATIONS

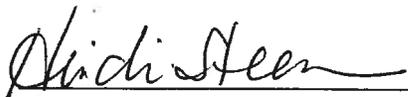
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Company Name	

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Heidi Steen, MBA
Financial Mgt. Analyst/Public Health



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

APPROVED: _____

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

DATE: _____

SR# _____

APPROVED: _____

Mark McCauley, County Manager

DATE: 8/26/16

BUDGET IMPACT ATTACHMENT

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Supplies						
Travel		2,000				
Other controllables		8,000				
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total		10,000		0		

Cowlitz County has requested that Clark County assist in providing Public Health nurses under the Nurse Family Partnership. Due to the timing of the request, Clark County's willingness to assist in this important matter and the time requirements to adopt an Interlocal agreement, the parties agree to, in good faith, pursue adding the following ratification provision to the Interlocal Agreement:

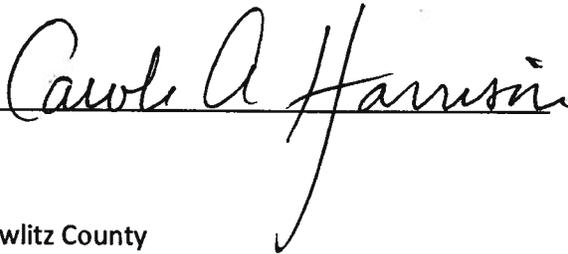
Ratification.

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

Agreed to this 29 day of August 2016.



Alan Melnick, MD, MPH, Public Health Director
for Mark McCauley, County Manager
Clark County



Cowlitz County