



PUBLIC HEALTH DEPARTMENT

www.co.kittitas.wa.us/health/

Administration
Community Health Services
Health Promotion Services
507 N. Nanum Street, Ste 102
Ellensburg, WA 98926
Phone: (509) 962-7515
Fax: (509) 962-7581

Environmental Health
411 North Ruby Street, Ste 3
Ellensburg, WA 98926
Phone (509) 962-7698
Fax (509) 962-7052

THIS AGREEMENT made by and between the Kittitas County Public Health Department Tobacco Prevention and Control Program and Chelan-Douglas TOGETHER! for Drug Free Youth, hereinafter referred to as "KCPHD", AND "TOGETHER! for Drug Free Youth", hereinafter referred to as the "Contractor."

CONTRACTOR:

IRS TAX ID # 91-0723398

**CHELAN-DOUGLAS TOGETHER!
FOR DRUG FREE YOUTH**

Address

PO BOX 3525
Wenatchee, WA 98807
(509) 662-7201

IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK: The Contractor will provide tobacco retailer compliance checks in Kittitas County in place of KCPHD employees. The Contractor will perform all required Synar compliance checks at selected tobacco retailers, and any additional compliance checks deemed convenient by the Contractor.

PERIOD OF PERFORMANCE: The period of performance under this contract shall be from January 1, 2007 through June 30, 2007. No billable activity may take place until this contract has been signed by both parties.

PAYMENT

Reimbursement for services covered by the Contractor will be made after completion of the minimum quarterly requirements. A sum of \$1,500 is billable quarterly and must be submitted by the end of March and end of June.

SOURCE OF FUNDS: State funds disbursed through this contract obtained by KCPHD through a contract with the Washington State Department of Health Tobacco Prevention and Control Program.

To Protect and Promote the Health and the Environment of the People of Kittitas County

PUBLIC HEALTH
ALWAYS WORKING FOR A SAFER AND
HEALTHIER KITITAS COUNTY

BILLING PROCEDURE

Payment to the Contractor for approved and completed services rendered will be made by KCPHD within 30 days of receipt of invoice request and attached compliance check report that details retailers that were checked and the outcome. Payments to the Contractor for services performed will be made quarterly. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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 other party, which consent shall not be unreasonably withheld.

CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communication and billings regarding the performance of this Agreement.

The Contract Managers are:

KCPHD

Sara Burnet
Health Promotion Manager

507 Nanum Street, Suite 102
Ellensburg, WA 98926
(509) 933-8265

Chelan-Douglas TOGETHER! for Drug Free Youth

Renee Hunter
TOGETHER! for Drug Free Youth
Coordinator
PO BOX 3525
Wenatchee, WA 98807
(509) 662-7201

GOVERNANCE

In the event of conflict or inconsistency with this agreement, the following order of precedence shall apply:

- a. Applicable state and federal statues and rules;
- b. Statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference..

The venue of any legal action or suit concerning this agreement shall be as provided in RCW 36-01-050.

HOLD HARMLESS

The Subcontractor shall defend, protect and hold harmless the State of Washington, the District, or any employees thereof, from and against all claims, suits or actions arising from any intentional or negligent act or omission of the Contractor, or subcontractor, or agents of either while performing under the terms of this agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results, in an unfair trade practice.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

PRIVACY

Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized person personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

KCPHD reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the contractor through this contract.

Any breach of this provision may result in termination of the contract. The contractor agrees to indemnify and hold harmless KCPHD for any damages related to the contractor's unauthorized use of personal information.

RECORDS MAINTENANCE

The parties to this contract 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 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 the 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 it 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.

RIGHT IN DATA

Unless otherwise provided, data, which originates from the Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by WDOH. Data shall include, but not be 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.

NON-DISCRIMINATION

The Contractor shall, during the performance of the contract, comply with the American’s with Disabilities Act (42 U.S.C. Section 12101 et seq.), Washington State Law Against Discrimination, Chapter 49.60 RCW, and shall not discriminate on the grounds of race, color, sex, sexual orientation, religion, national origin, alien status, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental or physical handicap:

- a. Deny an individual any service(s) or other benefits provided under this Agreement.
- b. Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this Agreement.
- c. Subject an individual to segregation or separate treatment in any manner related.

SAVINGS

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 the 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 provision of this Agreement are declared to be severable.

TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification 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.

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 party to the other.

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 the Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of the Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed the Agreement

Kittitas County Public Health
Department
Interim Health Director

Chelan-Douglas TOGETHER! for Drug
Free Youth
Executive Director

Bonnie J. Corns
Signature

Renie Hunter
Signature

Bonnie J. Corns
Print Name

Renie Hunter
Print Name

10-19-06
Date

10-11-06
Date