

CONTRACT FOR  
TOBACCO & VAPOR PRODUCT PREVENTION  
BETWEEN PACIFIC COUNTY PUBLIC HEALTH & HUMAN SERVICES  
DEPARTMENT  
AND  
THURSTON COUNTY, WASHINGTON

This Contract is entered into in duplicate originals between PACIFIC COUNTY PUBLIC HEALTH & HUMAN SERVICES DEPARTMENT hereinafter "CONTRACTOR," with its principal offices at 1216 West Robert Bush Drive, South Bend, WA 98586 and THURSTON COUNTY, a municipal corporation with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter "COUNTY."

In consideration of the mutual benefits and covenants contained herein, and in order to implement evidence-based policy, environmental and systems changes that prevent tobacco and vapor product use and thereby prevent and control chronic diseases, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall begin on July 1, 2019 and shall terminate on January 31, 2020 unless extended or terminated sooner as provided herein. If additional funding is available, the parties may extend this contract for the second phase for an additional five months, through June 30, 2020, and additional funds added as described in Section 4, COMPENSATION.

2. SERVICES PROVIDED BY THE COUNTY

The COUNTY will collaborate and provide assistance in identifying and planning tobacco/vapor product prevention policy, systems and environment (PSE) changes, and funding for tasks in each of the phases of this project as set forth in Exhibit A, attached hereto and incorporated herein by reference, not to exceed \$3,500.00 per phase, or \$7,000.00 for both phases, if funding is available.

3. SERVICES PROVIDED BY CONTRACTOR

a. In order to assist the COUNTY in fulfilling its duties under its Tobacco & Vapor Product Prevention & Control Program Contract, PACIFIC COUNTY PUBLIC HEALTH & SOCIAL SERVICES DEPARTMENT shall provide the services set out in Exhibit A.

b. Funding for this Contract is provided through the Tobacco & Vapor Product Prevention & Control Program or Marijuana Tobacco Education portions of the Thurston County's 2018 - 2020 Consolidated Contract with State of Washington Department of Health. The Tobacco & Vapor Product Prevention & Control Program and any

Thurston County and Pacific County Public Health & Human Services Department



amendments thereto or its successor is hereby incorporated in its entirety by reference into and made a part of this Contract as if fully set forth. Unless otherwise stated in this Contract, the CONTRACTOR shall assume toward the COUNTY all obligations and responsibilities of whatsoever nature which the COUNTY has assumed toward Washington State Department of Health in relation to the Tobacco & Vapor Product Prevention & Control Program portion of this Tobacco and Vapor Product Prevention program.

c. **DEBARMENT CERTIFICATION/EXCLUDED PROVIDERS.**

1) CONTRACTOR, by signature to this agreement, certifies that it's not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participating in this agreement by any federal department or agency.

2) CONTRACTOR shall not employ any person excluded from participating in federal health care programs under either 42. U.S.C. 1320AJ-7(1128 OR 1128a Social Security Act) or have an employee, agency or consultant who is significant or material to the provision of services under this Agreement who has been or is affiliated with someone who has been debarred, suspended or otherwise excluded by any federal agency.

3) CONTRACTOR must comply with 42-USC §1396u-2 and must not knowingly have a director, officer, partner or person with a beneficial ownership of more than 5% of its equity, or an employee, contractor or consultant who is significant or material to the provision of services under this Agreement, who has been, or is affiliated with someone who has been, debarred, suspended or otherwise excluded by any federal agency.

4. **COMPENSATION**

For the first phase, the COUNTY shall pay CONTRACTOR up to a maximum total amount of three thousand five hundred dollars (\$3,500) within thirty (30) days from receipt of CONTRACTOR'S invoice(s). CONTRACTOR will submit invoices as follows:

Invoices totaling up to \$3,500 for work completed between July 1, 2019 - January 31, 2020.

Payments shall be made to:

PACIFIC COUNTY PUBLIC HEALTH & HUMAN SERVICES DEPARTMENT  
P. O. Box 26  
South Bend, WA 98586  
Attn.: Kathy Langbraaten

If this contract is extended for a second phase, the COUNTY projects that it shall provide a maximum additional amount of \$3,500 for additional work completed between January 31, 2020 - June 30, 2020.

The parties agree that additional funding is not guaranteed.



## 5. RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor relationship will be created by this Contract. No agent, employee, servant or representative of the CONTRACTOR shall be deemed to be an agent, employee, servant or representative of COUNTY for any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits that COUNTY provides for its employees.

## 6. HOLD HARMLESS AND INDEMNIFICATION

To the extent permitted by law, CONTRACTOR agrees to defend, indemnify and holds COUNTY, its officers, officials, employees, and agents, harmless from and against any and all liabilities, claims, actions, suits, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, caused by or resulting from services provided by CONTRACTOR pursuant to the terms of this Contract. The provisions of this indemnification and hold harmless section will survive the completion, expiration or termination of this Contract.

To the extent permitted by law, COUNTY agrees to defend, indemnify and holds CONTRACTOR, its officers, officials, employees, and agents, harmless from and against any and all liabilities, claims, actions, suits, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, caused by or resulting from services provided by COUNTY pursuant to the terms of this Contract. The provisions of this indemnification and hold harmless section will survive the completion, expiration or termination of this Contract.

## 7. CONTRACT REPRESENTATIVES

Each party to this contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For COUNTY:

Chris Hawkins, Program Manager  
412 Lilly Road NE  
Olympia, WA. 98506  
(306) 867-2513  
[hawkinsc@co.thurston.wa.us](mailto:hawkinsc@co.thurston.wa.us)

b. For PACIFIC COUNTY PUBLIC HEALTH & HUMAN SERVICES  
DEPARTMENT

Mary Goelz  
1216 West Robert Bush Drive  
South Bend, WA 98586  
360-875-9343  
[mgoelz@co.pacific.wa.us](mailto:mgoelz@co.pacific.wa.us)



8. TERMINATION

Either party may terminate this Contract in whole or in part upon giving the other party ten (10) calendar days written notice of such termination directed to the Contract representative. In the event of termination, the COUNTY shall pay CONTRACTOR for all work performed up to the effective date of termination.

9. VENUE

Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

10. AMENDMENT

This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

11. ENTIRE AGREEMENT

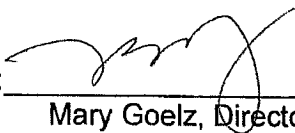
The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded. The parties agree that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of the Contract.

a. COUNTY:

For the  
BOARD OF COUNTY COMMISSIONERS  
Thurston County

PACIFIC COUNTY PUBLIC HEALTH &  
HUMAN SERVICES DEPT.

By: \_\_\_\_\_  
Schelli Slaughter, Director  
Public Health & Social Services


By:  \_\_\_\_\_  
Mary Goelz, Director  
Pacific County Public Health &  
Human Services Department/  
Board of County Commissioners

Date: \_\_\_\_\_

Date: 1-15-2020

APPROVED AS TO FORM:

JON TUNHEIM

By:  \_\_\_\_\_  
Deputy Prosecuting Attorney

Thurston County and Pacific County Public Health & Human Services Department



EXHIBIT A

CONTRACT FOR  
TOBACCO & VAPOR PRODUCT PREVENTION  
BETWEEN PACIFIC COUNTY PUBLIC HEALTH & HUMAN SERVICES  
DEPARTMENT (CONTRACTOR) AND  
THURSTON COUNTY, WASHINGTON

**SCOPE OF SERVICES**

1. The services to be performed by the COUNTY, as regional project lead, under this Contract, which are referred to in Section 2 of the Contract (SERVICES PROVIDED BY THE COUNTY), are as follows:

- Collaborate with PACIFIC COUNTY PUBLIC HEALTH & SOCIAL SERVICES DEPARTMENT to achieve the strategic priorities in the Cascade Pacific Action Alliance Accountable Community of Health (CPAA-ACH) regional work plan of tobacco and vapor product prevention and control, consistent with the COUNTY's Consolidated Contract with the Washington State Department of Health.
- Provide assistance as necessary to plan and implement strategies to address needed action items for CONTRACTOR identified at regional strategic planning meeting (August 2019) and agreed to subsequently
- Reimburse up to \$3,500 of costs for participation and implementation by CONTRACTOR, consistent with the allowable items of expenditure, and activities included in the regional work plan, for the Consolidated Contract referenced above.

2. The services to be performed by CONTRACTOR under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY CONTRACTOR) are as follows:

- Participate in CPAA-ACH tobacco and vapor product prevention strategic planning discussions and other regional coordination as scheduled by the COUNTY.
- Produce a local action plan of tasks that will implement tobacco and vapor product prevention for communities in the CONTRACTOR's jurisdiction, consistent with the work plan in the COUNTY's Consolidated Contract with the Washington State Department of Health. The specific strategies and activities, aligned with the regional work plan, that the CONTRACTOR agrees to implement are:
  - a. Create and implement an internal and external communications plan addressing diverse audiences to educate about Tobacco and Vape 21 (Engrossed House Bill 1074.). Ensure all communications materials are culturally and linguistically appropriate.



- Pacific County staff will meet with the prevention clubs in each of the high schools in the county to determine the youth's perspective on the material and how best to use it for the targeted audience.
  - b. share Quitline and 2Morrow Health resources with at least one health care affiliated programs or organizations.
    - Pacific County staff will submit at least one newspaper article related to the campaign.
    - Pacific County will assure at least one staff participates in the Vape Kit training that will be provided by Thurston County, and provide one training, either north or south county, to an established coalition related to the above resources.
  - c. incorporate 2019-2020 Centers for Disease Control and Prevention (CDC) (e.g., Tips® campaign) materials into agency social media outreach, with at least \_\_ posts (tweets) to Contractor's Facebook page.
  - e. ensure Contractor's website is updated with contact information for smoking in public places and vaping in public places violations and that there is a set protocol on responding to complaints.
    - Pacific County will research best practice policies and procedures related to reporting and follow up on complaints associated with smoking/vaping in public places; assure complaints are received and acted on in an appropriate period of time; and work with Thurston County to ensure the policy and procedures are appropriate and actionable.
- Implement aforementioned local action plan, providing staff, services, and supplies as needed.
- Submit monthly reporting using a form provided by COUNTY on activities on the local action plan by the 10<sup>th</sup> of the month following the period being reported (with the exception of the first five (5) months, reporting for which will be due December 11, 2019).
- Submit an invoice and documentation (payroll and accounting system reports) of reimbursable expenses to the COUNTY contract representative within 15 days of the conclusion of each month (November 15, 2019, December 16, 2019, January 15, 2020, etc.). Final close-out invoice for the project must be completed and submitted by February 20, 2020.