

# Kitsap Public Health District Consent Agenda June 19, 2020

KPHD Contract Number	Their Contract Number	Contractor and Agreement Name	Type of Agreement	Term of Agreement	Amount to District	Amount to Other Agency
<b>1749 Amendment 15 (2076)</b>	CLH18248	<b>Washington State Department of Health</b> <i>Consolidated Contract</i>	Amendment	01/01/2018-12/31/2020	<b>\$16,075</b>	<b>\$0</b>
<b>Description:</b> Adds statements of work for the BEACH Program. Amends statements of work for the Childhood Lead Poisoning Prevention Program and the Office of Drinking Water Group A Program and adds additional funding of \$16,075 for a revised maximum consideration of \$6,388,522.						
<b>2081</b>	NA	<b>Hood Canal Coordinating Council</b> <i>Hood Canal Regional PIC</i>	Interlocal Agreement	04/27/2020-12/31/2021	<b>\$27,500</b>	<b>\$0</b>
<b>Description:</b> The District to work collaboratively with Jefferson and Mason Counties and Port Gamble S’Klallam and Skokomish Tribes to implement Phase IV of prioritized Pollution Identification and Correction (PIC) work throughout Hood Canal to help reduce bacterial and nutrient loading in order to increase harvestable shellfish acres in Puget Sound.						
<b>2083</b>	20200401	<b>OSPI</b> <i>Summer Food Inspections</i>	Interlocal Agreement	07/07/2020-09/30/2020	<b>\$2,250</b>	<b>\$0</b>
<b>Description:</b> KPHD to perform periodic health and sanitation evaluations of food service management companies (vendors), sponsor food preparation facilities and feeding sites operating under the U.S. Department of Agriculture (USDA) Summer Food Service Program (SFSP) as required by 7 CFR Part 225 as a condition to the allocation and expenditure of USDA SFSP funding.						

**KITSAP PUBLIC HEALTH DISTRICT  
2018 – 2020 CONSOLIDATED CONTRACT**

**CONTRACT NUMBER: CLH18248**

**AMENDMENT NUMBER: 15**

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and KITSAP PUBLIC HEALTH DISTRICT hereinafter referred to as "LHJ", pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, attached and incorporated by this reference, are amended as follows:
  - ☒ Adds Statements of Work for the following programs:
    - BEACH Program - Effective March 1, 2020
  - ☒ Amends Statements of Work for the following programs:
    - Childhood Lead Poisoning Prevention Program - Effective July 1, 2019
    - Office of Drinking Water Group A Program - Effective January 1, 2018
  - ☐ Deletes Statements of Work for the following programs:
2. Exhibit B-15 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-14 Allocations as follows:
  - ☒ Increase of **\$16,075** for a revised maximum consideration of **\$6,388,552**.
  - ☐ Decrease of \_\_\_\_\_ for a revised maximum consideration of \_\_\_\_\_.
  - ☐ No change in the maximum consideration of \_\_\_\_\_.  
Exhibit B Allocations are attached only for informational purposes.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

KITSAP PUBLIC HEALTH DISTRICT

STATE OF WASHINGTON  
DEPARTMENT OF HEALTH

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM ONLY  
Assistant Attorney General

**2018-2020 CONSOLIDATED CONTRACT**  
**EXHIBIT A**  
**STATEMENTS OF WORK**  
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**Exhibit A  
Statement of Work  
Contract Term: 2018-2020**

**DOH Program Name or Title:** BEACH Program - Effective March 1, 2020

**Local Health Jurisdiction Name:** Kitsap Public Health District  
**Contract Number:** CLH18248

**SOW Type:** Original      **Revision # (for this SOW)**

**Period of Performance:** March 1, 2020 through October 31, 2020

<b>Funding Source</b> <input type="checkbox"/> Federal <Select One> <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	<b>Federal Compliance (check if applicable)</b> <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	<b>Type of Payment</b> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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**Statement of Work Purpose:** The Beach Environmental Assessment, Communication, and Health (BEACH) Program monitors water at marine swimming beaches for bacteria and provides public notification when levels are unsafe.

**Revision Purpose:** N/A

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
FFY20 Swim Beach Act Grant IAR (ECY-ALEA)	N/A	334.04.96	2650592A	03/01/20	10/31/20	0	18,000	18,000
<b>TOTALS</b>						<b>0</b>	<b>18,000</b>	<b>18,000</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	BEACH Program Administration and Annual Meeting: Time spent on administrative duties related to the BEACH Program and the 2020 Annual meeting attendance.		Summarize time spent on administrative duties in annual report.	Annual meeting held in March 2020.  Annual report due October 31, 2020.	Reimbursement for actual costs up to \$18,000 for tasks 1-3.  LHJ may use its own discretion in prioritizing which task(s) to pay with this award.
2	<u>Bacteria Monitoring &amp; Public Notification</u> • Collect samples and field observations in accordance with BEACH Program Quality Assurance Project Plan (QAPP). Notify BEACH Program Manager in advance if samples cannot be collected. Coordinate deviations from the QAPP and/or schedule with the BEACH Program Manager. • Post and/or remove swimming advisory signs as needed. Provide public education about beach water quality. Notify BEACH Program Manager of swimming advisories as soon as possible.		1. Enter data results into Department of Ecology's BEACH Program Database.  2. Email or mail copies of laboratory analytical reports to BEACH Program Data Manager.  3. Include a list of swimming advisories in annual report.	1. Enter data results into database by Friday each week of sample collection.  2. Email or mail copies of reports upon receipt.  3. Annual report due October 31, 2020.	



Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3	<u>Illness Pollution Investigations</u> <ul style="list-style-type: none"> <li>• Notify BEACH Program Manager of any illness reports related to recreational swimming beaches.</li> <li>• Conduct illness investigations as needed.</li> </ul>		1. Provide notification via telephone to BEACH Program Manager.  2. Summarize illness investigation in annual report.	1. Within fourteen (14) business days.  2. Annual report due October 31, 2020.	

**\*For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

**Program Specific Requirements/Narrative**

**Special Requirements (if applicable)**

**Federal Funding Accountability and Transparency Act (FFATA)**

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](http://USASpending.gov) by DOH as required by P.L. 109-282.

**Program Manual, Handbook, Policy References**

Quality Assurance Project Plan at: <https://fortress.wa.gov/ecy/publications/SummaryPages/1903119.html>

**DOH Program Contact**

Julianne Ruffner, Beach Program, Office of Environmental Health and Safety, PO Box 47824, Olympia, WA 98504-7824, 360-407-6154; [jruf461@ecy.wa.gov](mailto:jruf461@ecy.wa.gov)

**DOH Fiscal Contact**

Heidi Kuykendall, Budget Specialist, Office of Environmental Health and Safety, PO Box 47824, Olympia, WA 98504-7824, 360-236-3396; [heidi.kuykendall@doh.wa.gov](mailto:heidi.kuykendall@doh.wa.gov)

**Exhibit A  
Statement of Work  
Contract Term: 2018-2020**

**DOH Program Name or Title:** Childhood Lead Poisoning Prevention Program - Effective July 1, 2019

**Local Health Jurisdiction Name:** Kitsap Public Health District

**Contract Number:** CLH18248

**SOW Type:** Revision      **Revision # (for this SOW)** 2

**Period of Performance:** July 1, 2019 through June 30, 2020

<b>Funding Source</b> <input type="checkbox"/> Federal <Select One> <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	<b>Federal Compliance (check if applicable)</b> <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	<b>Type of Payment</b> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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**Statement of Work Purpose:** The purpose of this statement of work is to support local interventions with the case management of elevated blood lead levels in children 14 years of age and younger. The focus of this program is to build local capacity statewide to provide case management services to all children with elevated blood lead levels.

**Revision Purpose:** The purpose of this revision is to decrease funding.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Decrease (-)	Total Consideration
FPH Lead Case Mgmt - FPH	N/A	334.04.93	25619702	Start Date	End Date	3,425	-2,425	1,000
<b>TOTALS</b>						<b>3,425</b>	<b>-2,425</b>	<b>1,000</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Home Visit 1 a) Contact the provider to gather complete information on the assigned elevated blood lead level case. b) Contact the family to schedule the visit. c) Visit the child's residence (or other sites where the child spends significant amounts of time). d) Interview the caregivers using the Child Blood Lead Investigation Form and conduct an environmental assessment to identify factors that may impact the child's blood lead level. e) Determine if the family lives in Section 8 or HUD housing, and if the child is Medicaid enrolled. f) Provide educational material to the child's caregivers in the family's primary language. g) Arrange with family and provider to have the child retested following the Pediatric Environmental		Submit the information collected during the home visit via the applicable fields of the Washington Disease Reporting System (WDRS).  Submit, as attachment(s) via WDRS the documentation of the Plan of Care prepared for the family (DOH will provide a template) including a summary of the environmental assessment and suggestions for reducing or eliminating exposure. Provide a copy of this document or documents to the child's caregivers and provider.	Submit as needed within 60 days after completion.	Reimbursement of up to \$500 maximum per home visit, per child. Up to two (2) home visits per child not to exceed total funding consideration.  Note: this excludes indirect costs.

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Health Specialty Unit (PEHSU) medical management guidelines: <a href="https://www.pehsu.net/Library/facts/medical-mgmt-childhood-lead-exposure-June-2013.pdf">https://www.pehsu.net/Library/facts/medical-mgmt-childhood-lead-exposure-June-2013.pdf</a>				
2	Home Visit 2 (optional) a) The purpose of the optional second home visit is to connect the family to other service providers, explain recommendations, answer questions, and provide any further needed assistance for the family in implementing recommendations. b) Facilitate the completion of a developmental screening to be conducted by LHJ staff, via the online WithinReach Developmental Screening Questionnaire <a href="http://www.parenthelp123.org/">http://www.parenthelp123.org/</a> or other methodology, or by referral to the child's physician or another entity trained to administer developmental screening tests. c) Encourage blood lead testing of other children less than 72 months of age and pregnant or nursing persons in the home. d) If appropriate, refer the family to the Women, Infants, and Children (WIC) program or a Registered Dietitian Nutritionist for a nutritional assessment and to other service providers as appropriate. e) Coordinate services and communicate with other involved professionals.		Submit a new or updated Plan of Care to DOH via WDRS and provide a copy to the child's caregivers and provider that includes: a) A summary of the results of any assessments conducted by LHJ staff and/or information on all referrals made. b) The names of any at-risk family members referred for blood lead testing. c) The names of all professionals who have been part of the Plan of Care or to which the family has been referred for services.	Submit as needed within 60 days of completion	Reimbursement of up to \$500 maximum per home visit, per child. Up to two (2) home visits per child not to exceed total funding consideration. Note: this excludes indirect costs.
3	DOH will reimburse LHJ for costs incurred for field investigation sample laboratory testing, as well as costs incurred for interpretation and/or translation services needed as part of case management.		Submit vendor invoices to DOH to document the reimbursement request.	As needed.	Total reimbursements may not exceed total funding consideration.  (See Special Billing Requirements below.)

**\*For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at:  
<http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>



**Program Specific Requirements/Narrative**

**Program Manual, Handbook, Policy References**

Guide for Public Health Case Management of Children with Elevated Blood Lead Levels  
<https://www.doh.wa.gov/Portals/1/Documents/4000/334-414.pdf>

A Targeted Approach to Blood Lead Screening in Children, Washington State  
2015 Expert Panel Recommendations  
<https://www.doh.wa.gov/Portals/1/Documents/Pubs/334-383.pdf>

**Special References (RCWs, WACs, etc)**

Laboratories are required to report to the Department of Health all Blood Lead test results (WAC 246-101-201). Elevated results (greater than or equal to 5 mcg/dL) must be reported within two (2) days; non-elevated results need to be reported within one (1) month.

**Monitoring Visits (frequency, type)**

Telephone calls and/or in person meetings with contract manager on as as-needed basis.

**Definitions**

BLL – Blood Lead Level  
EBLL – Elevated Blood Lead Level  
PEHSU – Pediatric Environmental Health Specialty Units

**Special Billing Requirements**

The average total amount expended for laboratory, interpreter, and translation services is suggested to be approximately \$185 per home visit, per child. It is recognized that more complex cases may require a higher level of services, while simpler cases may require fewer services. Total reimbursements may not exceed total funding consideration. Please note WDRS event number(s) on invoice to allow DOH review of deliverables via WDRS. Payment to completely expend the “Total Consideration” for a specific funding period will not be processed until all deliverables are accepted and approved by DOH. Invoices may be submitted as needed within 60 days after home visit completion and must be based on actual direct program costs. Billing for services on a monthly fraction of the “Total Consideration” will not be accepted or approved. If needed, additional funding may be requested and upon DOH approval may be added if funds are available.

Note: Blood Lead Case Management reimbursement excludes indirect costs.

**DOH Program Contact**

Amy Bertrand, Health Services Consultant/Case Management Coordinator  
Office of Environmental Health Sciences  
Washington State Department of Health  
Street Address: 310 Israel Rd SE, Tumwater WA 98501  
Telephone: 360-236-3392 / Fax 360-236-3059  
Email: [amy.bertrand@doh.wa.gov](mailto:amy.bertrand@doh.wa.gov)

**DOH Fiscal Contact**

Victoria Reyes, Management Analyst 1  
Assistant Secretary’s Office  
Telephone: 360-236-3071

**Exhibit A  
Statement of Work  
Contract Term: 2018-2020**

**DOH Program Name or Title:** Office of Drinking Water Group A Program -  
Effective January 1, 2018

**Local Health Jurisdiction Name:** Kitsap Public Health District

**Contract Number:** CLH18248

**SOW Type:** Revision      **Revision # (for this SOW)** 6

<b>Funding Source</b> <input checked="" type="checkbox"/> Federal Contractor <input type="checkbox"/> State <input type="checkbox"/> Other	<b>Federal Compliance (check if applicable)</b> <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	<b>Type of Payment</b> <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Fixed Price
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**Period of Performance:** January 1, 2018 through December 31, 2020

**Statement of Work Purpose:** The purpose of this statement of work is to provide funding to the LHJ for conducting sanitary surveys and providing technical assistance to small community and non-community Group A water systems.

**Revision Purpose:** The purpose of this revision is to increase Contract Consideration to add 1 survey and revise Special Billing Requirements and Special Instructions.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
				Start Date	End Date			
Yr 20 SRF - Local Asst (15%) (FS) SS	N/A	346.26.64	24139220	01/01/18	12/31/18	0	0	0
Yr 20 SRF - Local Asst (15%) (FS) TA	N/A	346.26.66	24139220	01/01/18	12/31/18	0	0	0
Yr 20 SRF - Prog Mgmt (10%) (FS) TA	N/A	346.26.66	24137220	01/01/18	12/31/18	1,268	0	1,268
Yr 21 SRF - Local Asst (15%) (FS) SS	N/A	346.26.64	24139221	01/01/18	06/30/19	14,250	0	14,250
Yr 21 SRF - Local Asst (15%) (FS) TA	N/A	346.26.66	24139221	01/01/18	06/30/19	1,900	0	1,900
Yr 22 SRF - Local Asst (15%) (FO-SW) SS	N/A	346.26.64	24239222	01/01/19	12/31/20	21,250	500	21,750
Yr 22 SRF - Local Asst (15%) (FO-SW) TA	N/A	346.26.66	24239222	01/01/19	12/31/20	4,249	0	4,249
<b>TOTALS</b>						<b>42,917</b>	<b>500</b>	<b>43,417</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	<p>Trained LHJ staff will conduct sanitary surveys of small community and non-community Group A water systems identified by the DOH Office of Drinking Water (ODW) Regional Office.</p> <p>See Special Instructions for task activity.</p>		<p>Provide Final* Sanitary Survey Reports to ODW Regional Office. Complete Sanitary Survey Reports shall include:</p> <ol style="list-style-type: none"> <li>Cover letter identifying significant deficiencies, significant findings, observations, recommendations, and referrals for further ODW follow-up.</li> </ol>	<p>Final Sanitary Survey Reports must be received by the ODW Regional Office within <b>30 calendar days</b> of conducting the sanitary survey.</p>	<p>Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid <b>\$250</b> for each sanitary survey of a non-community system with three or fewer connections.</p> <p>Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid <b>\$500</b> for each sanitary survey of a non-community system with four or more connections and each community system.</p>



AMENDMENT #15

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
			2. Completed Small Water System checklist. 3. Updated Water Facilities Inventory (WFI). 4. Photos of water system with text identifying features 5. Any other supporting documents.  *Final Reports reviewed and accepted by the ODW Regional Office.		Payment is inclusive of all associated costs such as travel, lodging, per diem.  Payment is authorized upon receipt and acceptance of the Final Sanitary Survey Report within the 30 day deadline.  Late or incomplete reports may not be accepted for payment.
2	Trained LHJ staff will conduct Special Purpose Investigations (SPI) of small community and non-community Group A water systems identified by the ODW Regional Office.  See Special Instructions for task activity.		Provide completed SPI Report and any supporting documents and photos to ODW Regional Office.	Completed SPI Reports must be received by the ODW Regional Office within <b>2 working days</b> of the service request.	Upon acceptance of the completed SPI Report, the LHJ shall be paid <b>\$800</b> for each SPI.  Payment is inclusive of all associated costs such as travel, lodging, per diem.  Payment is authorized upon receipt and acceptance of completed SPI Report within the 2 working day deadline.  Late or incomplete reports may not be accepted for payment.
3	Trained LHJ staff will provide direct technical assistance (TA) to small community and non-community Group A water systems identified by the ODW Regional Office.  See Special Instructions for task activity.		Provide completed TA Report and any supporting documents and photos to ODW Regional Office.	Completed TA Report must be received by the ODW Regional Office within <b>30 calendar days</b> of providing technical assistance.	Upon acceptance of the completed TA Report, the LHJ shall be paid for each technical assistance activity as follows: <ul style="list-style-type: none"> <li>• Up to 3 hours of work: <b>\$250</b></li> <li>• 3-6 hours of work: <b>\$500</b></li> <li>• More than 6 hours of work: <b>\$750</b></li> </ul> Payment is inclusive of all associated costs such as consulting fee, travel, lodging, per diem.  Payment is authorized upon receipt and acceptance of completed TA Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
4	LHJ staff performing the activities under tasks 1, 2 and 3 must have completed the mandatory Sanitary Survey Training.  See Special Instructions for task activity.		Prior to attending the training, submit an "Authorization for Travel (Non-Employee)" DOH Form 710-013 to the ODW Program Contact below for approval (to ensure that enough funds are available).	Annually	LHJ shall be paid mileage, per diem, lodging, and registration costs as approved on the pre-authorization form in accordance with the current rates listed on the OFM Website <a href="http://www.ofm.wa.gov/resources/travel.asp">http://www.ofm.wa.gov/resources/travel.asp</a>

**\*For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

**Program Specific Requirements/Narrative**

**Special References (RCWs, WACs, etc)**

Chapter 246-290 WAC is the set of rules that regulate Group A water systems. By this statement of work, ODW contracts with the LHJ to conduct sanitary surveys (and SPIs, and provide technical assistance) for small community and non-community water systems with groundwater sources. ODW retains responsibility for conducting sanitary surveys (and SPIs, and provide technical assistance) for small community and non-community water systems with surface water sources, large water systems, and systems with complex treatment.

LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work. See special instructions under Task 4, below.

**Special Billing Requirements**

The LHJ shall submit quarterly invoices within 30 days following the end of the quarter in which work was completed, noting on the invoice the quarter and year being billed for. Payment cannot exceed a maximum accumulative fee of ~~\$35,500~~ **\$36,000** for **Task 1**, and **\$7,417** for **Task 2, Task 3 and Task 4 combined** during the contracting period, to be paid at the rates specified in the Payment Method/Amount section above.

When invoicing for **Task 1**, submit the list of WS Name, ID #, Amount Billed, Survey Date and Letter Date that you are requesting payment.

When invoicing for **Task 2-3**, submit the list of WS Name, ID #, TA Date and description of TA work performed, and Amount Billed.

When invoicing for **Task 4**, submit receipts and the signed pre-authorization form for non-employee travel to the ODW Program Contact below and a signed A19-1A Invoice Voucher to the DOH Grants Management, billing to BARS Revenue Code 346.26.66 under Technical Assistance (TA).

**Special Instructions**

**Task 1**

Trained LHJ staff will evaluate the water system for physical and operational deficiencies and prepare a Final Sanitary Survey Report which has been accepted by ODW. Detailed guidance is provided in the *Field Guide for Sanitary Surveys, Special Purpose Investigations and Technical Assistance* (Field Guide). The sanitary survey will include an evaluation of the following eight elements: source; treatment; distribution system; finished water storage; pumps, pump facilities and controls; monitoring, reporting and data verification; system management and operation; and certified operator compliance. If a system is more complex than anticipated or other significant issues arise, the LHJ may request ODW assistance.

- No more than **3** surveys of non-community systems with three or fewer connections to be completed between January 1, 2018 and December 31, 2018.



- No more than ~~27~~ 28 surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2018 and December 31, 2018.
- No more than 1 surveys of non-community systems with three or fewer connections to be completed between January 1, 2019 and December 31, 2019.
- No more than 25 surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2019 and December 31, 2019.
- No more than 18 surveys of non-community systems with three or fewer connections to be completed between January 1, 2020 and December 31, 2020.
- No more than 8 surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2020 and December 31, 2020.

The process for assignment of surveys to the LHJ, notification of the water system, and ODW follow-up with unresponsive water systems; and other roles and responsibilities of the LHJ are described in the Field Guide.

#### **Task 2**

Trained LHJ staff will perform Special Purpose Investigations (SPIs) as assigned by ODW. SPIs are inspections to determine the cause of positive coliform samples or the cause of other emergency conditions. SPIs may also include sanitary surveys of newly discovered Group A water systems. Additional detail about conducting SPIs is described in the Field Guide. The ODW Regional Office must authorize in advance any SPI conducted by LHJ staff.

#### **Task 3**

Trained LHJ staff will conduct Technical assistance as assigned by ODW. Technical Assistance includes assisting water system personnel in completing work or verifying work has been addressed as required, requested, or advised by the ODW to meet applicable drinking water regulations. Examples of technical assistance activities are described in the Field Guide. The ODW Regional Office must authorize in advance any technical assistance provided by the LHJ to a water system.

#### **Task 4**

LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work. LHJ staff performing the activities under tasks 1, 2 and 3 must have completed, with a passing score, the ODW Online Sanitary Survey Training and the ODW Sanitary Survey Field Training. LHJ staff performing activities under tasks 1, 2, and 3 must attend the Annual ODW Sanitary Survey Workshop, and are expected to attend the Regional ODW LHJ Drinking Water Meetings.

If required trainings, workshops or meetings are not available, not scheduled, or if the LHJ staff person is unable to attend these activities prior to conducting assigned tasks, the LHJ staff person may, with ODW approval, substitute other training activities to be determined by ODW. Such substitute activities may include one-on-one training with ODW staff, co-surveys with ODW staff, or other activities as arranged and pre-approved by ODW. LHJ staff may not perform the activities under tasks 1, 2, and 3 without completing the training that has been arranged and approved by ODW.

#### **Program Manual, Handbook, Policy References**

<http://www.doh.wa.gov/Portals/1/Documents/Pubs/331-486.pdf>

#### **DOH Program Contact**

Denise Miles  
DOH Office of Drinking Water  
243 Israel Rd SE  
Tumwater, WA 98501  
[Denise.Miles@doh.wa.gov](mailto:Denise.Miles@doh.wa.gov)  
(360) 236-3028

#### **DOH Fiscal Contact**

Karena McGovern  
DOH Office of Drinking Water  
243 Israel Rd SE  
Tumwater, WA 98501  
[Karena.McGovern@doh.wa.gov](mailto:Karena.McGovern@doh.wa.gov)  
(360) 236-3094

Kitsap Public Health District

**EXHIBIT B-15  
ALLOCATIONS**  
Contract Term: 2018-2020

Contract Number: CLH18248  
Date: March 15, 2020

Indirect Rate as of January 2018: 34.98% Admin & Fac.; 37.62% Community Hlth Pgms (inc. Admin) & 40.39% Environmental Hlth Pgms (inc. Admin)

Indirect Rate as of January 2019: 37.38% Admin & Fac.; 39.19% Community Hlth Pgms (inc. Admin) & 39.83% Environmental Hlth Pgms (inc. Admin)

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY20 CSS USDA FINI Prog Mgnt	20157001823357	Amd 8	10.331	333.10.33	10/01/19	03/31/20	10/01/19	03/31/20	(\$13,410)	\$25,000	\$145,847
FFY20 CSS USDA FINI Prog Mgnt	20157001823357	Amd 6	10.331	333.10.33	10/01/19	03/31/20	10/01/19	03/31/20	\$38,410		
FFY19 CSS USDA FINI Prog Mgnt	20157001823357	Amd 8	10.331	333.10.33	10/01/18	09/30/19	10/01/18	09/30/19	(\$10,716)	\$78,347	
FFY19 CSS USDA FINI Prog Mgnt	20157001823357	N/A	10.331	333.10.33	10/01/18	09/30/19	10/01/18	09/30/19	\$89,063		
FFY18 CSS USDA FINI Prog Mgnt	20157001823357	Amd 8	10.331	333.10.33	01/01/18	09/30/18	10/01/17	09/30/18	(\$7,500)	\$42,500	
FFY18 CSS USDA FINI Prog Mgnt	20157001823357	Amd 6	10.331	333.10.33	01/01/18	09/30/18	10/01/17	09/30/18	(\$95,842)		
FFY18 CSS USDA FINI Prog Mgnt	20157001823357	Amd 2	10.331	333.10.33	01/01/18	09/30/18	10/01/17	09/30/18	\$55,060		
FFY18 CSS USDA FINI Prog Mgnt	20157001823357	N/A	10.331	333.10.33	01/01/18	09/30/18	10/01/17	09/30/18	\$90,782		
FFY20 CSS IAR SNAP Ed Prog Mgnt-Region 5	207WAWA5Q3903	Amd 10	10.561	333.10.56	10/01/19	09/30/20	10/01/19	09/30/20	\$83,000	\$83,000	\$83,000
FFY19 CSS IAR SNAP Ed Program Mgnt	197WAWA5Q3903	Amd 9	10.561	333.10.56	10/01/18	09/30/19	10/01/18	09/30/19	\$708	\$69,875	\$159,906
FFY19 CSS IAR SNAP Ed Program Mgnt	197WAWA5Q3903	Amd 4	10.561	333.10.56	10/01/18	09/30/19	10/01/18	09/30/19	\$69,167		
FFY18 CSS IAR SNAP Ed Program Mgnt CF	187WAWA5Q3903	Amd 4	10.561	333.10.56	10/01/18	09/30/19	10/01/18	09/30/19	\$13,833	\$13,833	
FFY18 CSS IAR SNAP Ed Program Mgnt	187WAWA5Q3903	Amd 4	10.561	333.10.56	01/01/18	09/30/18	10/01/17	09/30/18	\$8,150	\$69,281	
FFY18 CSS IAR SNAP Ed Program Mgnt	187WAWA5Q3903	Amd 2	10.561	333.10.56	01/01/18	09/30/18	10/01/17	09/30/18	\$26,548		
FFY18 CSS IAR SNAP Ed Program Mgnt	187WAWA5Q3903	N/A	10.561	333.10.56	01/01/18	09/30/18	10/01/17	09/30/18	\$34,583		
FFY17 CSS IAR SNAP Ed Program Mgnt CF	1717WAWA5Q390	N/A	10.561	333.10.56	01/01/18	09/30/18	10/01/17	09/30/18	\$6,917	\$6,917	
FFY19 Housing People with AIDS Formula	WAH18-F999	Amd 8	14.241	333.14.24	07/01/19	06/30/20	07/01/19	06/30/20	\$53,379	\$53,379	\$141,402
FFY18 Housing People with AIDS Formula	WAH18-F999	Amd 8	14.241	333.14.24	07/01/18	06/30/19	07/01/18	06/30/19	\$36,083	\$88,023	
FFY18 Housing People with AIDS Formula	WAH18-F999	Amd 5	14.241	333.14.24	07/01/18	06/30/19	07/01/18	06/30/19	\$51,940		
PS SSI 1-5 BEACH Task 4	01J18001	Amd 13	66.123	333.66.12	03/01/20	10/31/20	07/01/17	06/30/23	\$5,800	\$5,800	\$17,400
PS SSI 1-5 BEACH Task 4	01J18001	Amd 7	66.123	333.66.12	03/01/19	10/31/19	07/01/17	10/31/19	\$5,800	\$5,800	
PS SSI 1-5 BEACH Task 4	01J18001	Amd 1	66.123	333.66.12	03/01/18	10/31/18	07/01/17	06/30/19	\$5,800	\$5,800	
PS SSI 1-5 PIC Task 4	01J18001	Amd 2, 8	66.123	333.66.12	01/01/18	09/30/19	07/01/17	06/30/19	(\$50,000)	\$28,805	\$28,805
PS SSI 1-5 PIC Task 4	01J18001	N/A, Amd 8	66.123	333.66.12	01/01/18	09/30/19	07/01/17	06/30/19	\$78,805		
FFY19 Swimming Beach Act Grant IAR (ECY)	01J49701	Amd 7	66.472	333.66.47	03/01/19	10/31/19	12/15/18	10/31/19	\$14,000	\$14,000	\$28,000
FFY18 Swimming Beach Act Grant IAR (ECY)	00J75501	Amd 1	66.472	333.66.47	03/01/18	10/31/18	12/15/17	12/14/18	\$14,000	\$14,000	
FFY17 EPR PHEP BP1 LHJ Funding	NU90TP921889-01	Amd 2	93.069	333.93.06	01/01/18	06/30/18	07/01/17	07/02/18	\$44,006	\$163,223	\$163,223
FFY17 EPR PHEP BP1 LHJ Funding	NU90TP921889-01	N/A	93.069	333.93.06	01/01/18	06/30/18	07/01/17	07/02/18	\$119,217		



Kitsap Public Health District

**EXHIBIT B-15  
ALLOCATIONS**  
Contract Term: 2018-2020

**Contract Number:** CLH18248  
**Date:** March 15, 2020

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FFY18 EPR PHEP BP1 Supp LHJ Funding	NU90TP921889-01	Amd 5	93.069	333.93.06	07/01/18	06/30/19	07/01/18	06/30/19	\$5,318	\$295,345	\$295,345
FFY18 EPR PHEP BP1 Supp LHJ Funding	NU90TP921889-01	Amd 4	93.069	333.93.06	07/01/18	06/30/19	07/01/18	06/30/19	\$290,027		
FFY19 PHEP BP1 LHJ Funding	NU90TP922043	Amd 10	93.069	333.93.06	07/01/19	06/30/20	07/01/19	06/30/20	\$295,345	\$295,345	\$295,345
FFY19 Overdose Data to Action Prev	NU17CE925007	Amd 11	93.136	333.93.13	09/01/19	08/31/20	09/01/19	08/31/20	\$50,000	\$50,000	\$50,000
FFY17 317 Ops	5NH23IP000762-05-00	N/A	93.268	333.93.26	01/01/18	06/30/18	04/01/17	06/30/18	\$4,837	\$4,837	\$4,837
FFY17 AFIX	5NH23IP000762-05-00	Amd 2, 4	93.268	333.93.26	07/01/18	06/30/19	04/01/17	06/30/19	\$27,563	\$27,563	\$41,821
FFY17 AFIX	5NH23IP000762-05-00	N/A	93.268	333.93.26	01/01/18	06/30/18	04/01/17	06/30/18	\$14,258	\$14,258	
FFY17 Increasing Immunization Rates	NH23IP000762	Amd 3, 4	93.268	333.93.26	07/01/18	06/30/19	07/01/18	06/30/19	\$16,134	\$16,134	\$16,134
FFY20 PPHF Ops	NH23IP922619	Amd 9	93.268	333.93.26	07/01/19	06/30/20	07/01/19	06/30/20	\$2,500	\$2,500	\$5,000
FFY17 PPHF Ops	NH23IP000762	Amd 3, 4	93.268	333.93.26	07/01/18	06/30/19	04/01/18	06/30/19	\$2,500	\$2,500	
FFY20 VFC IQIP	NH23IP922619	Amd 9	93.268	333.93.26	07/01/19	06/30/20	07/01/19	06/30/20	\$27,588	\$27,588	\$27,588
FFY20 VFC Ops	NH23IP922619	Amd 9	93.268	333.93.26	07/01/19	06/30/20	07/01/19	06/30/20	\$16,134	\$16,134	\$23,188
FFY17 VFC Ops	5NH23IP000762-05-00	N/A	93.268	333.93.26	01/01/18	06/30/18	04/01/17	06/30/18	\$7,054	\$7,054	
FFY19 Tobacco Prevention	U58DP006004	Amd 9	93.305	333.93.30	03/29/19	04/28/20	03/29/19	04/28/20	\$24,482	\$24,482	\$35,494
FFY19 Tobacco Prevention	U58DP006004	Amd 9	93.305	333.93.30	03/29/19	06/30/19	03/29/19	03/28/20	(\$6,120)	\$0	
FFY19 Tobacco Prevention	U58DP006004	Amd 8	93.305	333.93.30	03/29/19	06/30/19	03/29/19	03/28/20	\$6,120		
FFY18 Tobacco Prevention	U58DP006004	Amd 2	93.305	333.93.30	03/29/18	03/28/19	03/29/18	03/28/19	\$11,012	\$11,012	
FFY20 CDC COVID-19 Crisis Resp LHJ-Tribe	NU90TP922069	Amd 14	93.354	333.93.35	01/20/20	12/31/20	01/01/20	06/30/21	\$340,263	\$340,263	\$340,263
FFY19 Phys Actvty & Nutrition Prog	NU58DP006504	Amd 10	93.439	333.93.43	09/30/19	09/29/20	09/30/19	09/29/20	\$60,000	\$60,000	\$120,000
FFY18 Phys Actvty & Nutrition Prog	NU58DP006504	Amd 8	93.439	333.93.43	03/01/19	09/29/19	09/28/18	09/29/19	\$60,000	\$60,000	
FFY17 TCPI PTN Contracts	1L1331455	Amd 1, 3	93.638	333.93.63	01/01/18	09/28/18	09/29/17	09/28/18	\$73,117	\$73,117	\$73,117
FFY18 PHBG Tobacco PPHF	NB01OT009234	Amd 4	93.758	333.93.75	10/01/18	09/30/19	10/01/18	09/30/19	\$40,000	\$40,000	\$69,034
FFY17 PHBG Tobacco PPHF	NB01OT00918	Amd 3	93.758	333.93.75	01/01/18	09/29/18	07/01/17	09/30/18	\$3,235	\$29,034	
FFY17 PHBG Tobacco PPHF	NB01OT00918	Amd 2, 3	93.758	333.93.75	01/01/18	09/29/18	07/01/17	09/30/18	\$5,799		
FFY17 PHBG Tobacco PPHF	NB01OT00918	N/A, Amd 3	93.758	333.93.75	01/01/18	09/29/18	07/01/17	09/30/18	\$20,000		



Kitsap Public Health District

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FFY17 EPR HPP BP1 Healthcare System Prep	NU90TP921889-01	Amd 2	93.889	333.93.88	01/01/18	06/30/18	07/01/17	07/02/18	\$4,477	\$18,420	\$18,420
FFY17 EPR HPP BP1 Healthcare System Prep	NU90TP921889-01	N/A	93.889	333.93.88	01/01/18	06/30/18	07/01/17	07/02/18	\$13,943		
FFY19 RW HIV Peer Nav Proj-Proviso	5X07HA000832800	Amd 8	93.917	333.93.91	04/01/19	06/30/19	04/01/19	06/30/19	\$14,353	\$14,353	\$71,765
FFY18 RW HIV Peer Nav Proj-Proviso	5X07HA000832800	Amd 4	93.917	333.93.91	04/01/18	03/31/19	04/01/18	03/31/19	\$22,871	\$57,412	
FFY18 RW HIV Peer Nav Proj-Proviso	5X07HA000832800	Amd 2, 4	93.917	333.93.91	04/01/18	03/31/19	04/01/18	03/31/19	\$34,541		
FFY18 RW HIV Provider Capacity-Proviso	5X07HA000832800	Amd 2, 4	93.917	333.93.91	04/01/18	03/31/19	04/01/18	03/31/19	\$30,695	\$30,695	\$30,695
FFY19 Ryan White Supp Direct Svcs	5X07HA000832800	Amd 12	93.917	333.93.91	09/30/19	06/30/20	09/30/19	09/29/20	\$109,140	\$109,140	\$109,140
FFY20 MCHBG LHJ Contracts	B04MC32578	Amd 10	93.994	333.93.99	10/01/19	09/30/20	10/01/19	09/30/20	\$159,854	\$159,854	\$439,599
FFY19 MCHBG LHJ Contracts	B04MC32578	Amd 4	93.994	333.93.99	10/01/18	09/30/19	10/01/18	09/30/19	\$159,854	\$159,854	
FFY18 MCHBG LHJ Contracts	B04MC31524	N/A	93.994	333.93.99	01/01/18	09/30/18	10/01/17	09/30/18	\$119,891	\$119,891	
GFS-Group B (FO-SW)		Amd 10	N/A	334.04.90	07/01/20	12/31/20	07/01/19	06/30/21	\$10,000	\$10,000	\$20,000
GFS-Group B (FO-SW)		Amd 10	N/A	334.04.90	07/01/19	06/30/20	07/01/19	06/30/21	\$10,000	\$10,000	
GFS-Group B (FO-SW)		Amd 3	N/A	334.04.90	01/01/18	06/30/18	07/01/17	06/30/19	(\$10,000)	\$0	
GFS-Group B (FO-SW)		N/A	N/A	334.04.90	01/01/18	06/30/18	07/01/17	06/30/19	\$10,000		
FY2 Group B Programs for DW (FO-SW)		Amd 3	N/A	334.04.90	07/01/18	06/30/19	07/01/18	06/30/19	\$10,000	\$10,000	\$30,000
FY1 Group B Programs for DW (FO-SW)		Amd 3	N/A	334.04.90	01/01/18	06/30/18	01/01/18	06/30/18	\$20,000	\$20,000	
Healthy Communities		Amd 12	N/A	334.04.91	07/01/19	06/30/20	07/01/19	06/30/21	(\$3,425)	\$0	\$0
Healthy Communities		Amd 10	N/A	334.04.91	07/01/19	06/30/20	07/01/19	06/30/21	\$3,425		
State Drug User Health Program		Amd 9	N/A	334.04.91	07/01/19	06/30/20	07/01/19	06/30/21	\$40,000	\$40,000	\$94,478
State Drug User Health Program		Amd 8	N/A	334.04.91	01/01/19	06/30/19	07/01/18	06/30/19	\$54,478	\$54,478	
State HIV CS/End AIDS WA		Amd 8	N/A	334.04.91	01/01/19	06/30/19	07/01/17	06/30/19	\$2,083	\$12,496	\$23,948
State HIV CS/End AIDS WA		Amd 6	N/A	334.04.91	01/01/19	06/30/19	07/01/17	06/30/19	\$10,413		
State HIV CS/End AIDS WA		Amd 6	N/A	334.04.91	10/01/18	12/31/18	07/01/17	06/30/19	\$2,083	\$2,083	
State HIV CS/End AIDS WA		Amd 2	N/A	334.04.91	07/01/18	12/31/18	07/01/17	06/30/19	\$6,246	\$6,246	
State HIV CS/End AIDS WA		Amd 2	N/A	334.04.91	03/01/18	06/30/18	07/01/17	06/30/19	\$3,123	\$3,123	

Kitsap Public Health District

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State HIV Prevention		Amd 8	N/A	334.04.91	01/01/19	06/30/19	07/01/17	06/30/19	(\$43,333)	\$0	\$51,667
State HIV Prevention		Amd 6	N/A	334.04.91	01/01/19	06/30/19	07/01/17	06/30/19	\$43,333		
State HIV Prevention		Amd 6	N/A	334.04.91	07/01/18	12/31/18	07/01/17	06/30/19	\$11,667	\$31,667	
State HIV Prevention		N/A	N/A	334.04.91	07/01/18	12/31/18	07/01/17	06/30/19	\$20,000		
State HIV Prevention		N/A	N/A	334.04.91	01/01/18	06/30/18	07/01/17	06/30/19	\$20,000	\$20,000	
State HIV Prevention PrEP		Amd 3	N/A	334.04.91	07/01/18	06/30/19	07/01/17	06/30/17	\$9,172	\$9,172	\$13,758
State HIV Prevention PrEP		Amd 2	N/A	334.04.91	01/01/18	06/30/18	07/01/17	06/30/19	\$4,586	\$4,586	
FY20/21 COVID-19 Disaster Response Acct		Amd 14	N/A	334.04.92	01/20/20	12/31/20	01/01/20	06/30/21	\$309,737	\$309,737	\$309,737
<b>FPH Lead Case Mgmt-FPH</b>		<b>Amd 15</b>	<b>N/A</b>	<b>334.04.93</b>	07/01/19	06/30/20	07/01/19	06/30/20	<b>(\$2,425)</b>	<b>\$1,000</b>	<b>\$1,000</b>
FPH Lead Case Mgmt-FPH		Amd 12	N/A	334.04.93	07/01/19	06/30/20	07/01/19	06/30/20	\$3,425		
SFY2 Lead Environments of Children		Amd 7	N/A	334.04.93	07/01/18	06/30/19	07/01/18	06/30/19	(\$3,000)	\$2,000	\$5,000
SFY2 Lead Environments of Children		Amd 4	N/A	334.04.93	07/01/18	06/30/19	07/01/18	06/30/19	\$5,000		
SFY1 Lead Environments of Children		Amd 1	N/A	334.04.93	01/01/18	06/30/18	07/01/17	06/30/18	\$3,000	\$3,000	
SFY20 Marijuana Education		Amd 10	N/A	334.04.93	07/01/19	06/30/20	07/01/19	06/30/20	\$5,950	\$5,950	\$5,950
SFY21 Marijuana Tobacco Edu		Amd 9	N/A	334.04.93	07/01/20	12/31/20	07/01/20	06/30/21	\$247,509	\$247,509	\$898,341
SFY20 Marijuana Tobacco Edu		Amd 9	N/A	334.04.93	07/01/19	06/30/20	07/01/19	06/30/20	\$247,509	\$247,509	
SFY19 Marijuana Tobacco Edu		Amd 3	N/A	334.04.93	07/01/18	06/30/19	07/01/18	06/30/19	\$247,509	\$247,509	
SFY19 Marijuana Tobacco Edu		Amd 2	N/A	334.04.93	07/01/18	06/30/19	07/01/18	06/30/19	\$7,501	\$7,501	
SFY18 Marijuana Tobacco Edu		Amd 3	N/A	334.04.93	01/01/18	06/30/18	07/01/17	06/30/18	\$49,558	\$148,313	
SFY18 Marijuana Tobacco Edu		N/A	N/A	334.04.93	01/01/18	06/30/18	07/01/17	06/30/18	\$98,755		
Rec Shellfish/Biotoxin		Amd 9	N/A	334.04.93	07/01/19	06/30/20	07/01/19	06/30/21	\$15,000	\$15,000	\$37,500
Rec Shellfish/Biotoxin		N/A	N/A	334.04.93	01/01/18	06/30/19	07/01/17	06/30/19	\$22,500	\$22,500	
Small Onsite Management (ALEA)		Amd 9	N/A	334.04.93	07/01/19	06/30/20	07/01/19	06/30/21	\$45,000	\$45,000	\$75,000
Small Onsite Management (ALEA)		Amd 5	N/A	334.04.93	07/01/18	06/30/18	07/01/17	06/30/19	\$15,662	\$15,662	
Small Onsite Management (ALEA)		Amd 5	N/A	334.04.93	01/01/18	06/30/18	07/01/17	06/30/19	(\$15,662)	\$14,338	
Small Onsite Management (ALEA)		N/A, Amd 5	N/A	334.04.93	01/01/18	06/30/18	07/01/17	06/30/19	\$30,000		
Wastewater Management-GFS		Amd 9	N/A	334.04.93	07/01/20	12/31/20	07/01/19	06/30/21	\$15,000	\$15,000	\$45,000
Wastewater Management-GFS		N/A	N/A	334.04.93	07/01/18	06/30/19	07/01/17	06/30/19	\$30,000	\$30,000	



Kitsap Public Health District

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					Start Date	End Date	Start Date	End Date			
FPH-Youth Tobacco Vapor Prevention		Amd 11	N/A	334.04.93	07/01/19	06/30/20	07/01/19	06/30/21	\$24,512	\$24,512	\$24,512
Youth Tobacco Vapor Products		Amd 11	N/A	334.04.93	07/01/19	06/30/20	07/01/19	06/30/21	(\$8,451)	\$38,403	\$121,091
Youth Tobacco Vapor Products		Amd 9	N/A	334.04.93	07/01/19	06/30/20	07/01/19	06/30/21	\$46,854		
Youth Tobacco Vapor Products		Amd 6	N/A	334.04.93	01/01/18	06/30/19	07/01/17	06/30/19	\$36,000	\$82,688	
Youth Tobacco Vapor Products		Amd 2, 6	N/A	334.04.93	01/01/18	06/30/19	07/01/17	06/30/19	\$25,544		
Youth Tobacco Vapor Products		Amd 2, 6	N/A	334.04.93	01/01/18	06/30/19	07/01/17	06/30/19	\$4,655		
Youth Tobacco Vapor Products		N/A, Amd 6	N/A	334.04.93	01/01/18	06/30/19	07/01/17	06/30/19	\$16,489		
<b>FFY20 Swim Beach Act Grant IAR (ECY-ALEA)</b>		<b>Amd 15</b>	<b>N/A</b>	<b>334.04.96</b>	<b>03/01/20</b>	<b>10/31/20</b>	<b>12/15/19</b>	<b>12/14/20</b>	<b>\$18,000</b>	<b>\$18,000</b>	<b>\$18,000</b>
ADAP Rebate (Local) 19-21		Amd 9	N/A	334.04.98	07/01/19	06/30/20	07/01/19	06/30/21	\$91,728	\$91,728	\$91,728
FFY17 ADAP Rebate (Local) 17-19		Amd 5	N/A	334.04.98	07/01/18	06/30/19	07/01/17	06/30/19	(\$225,000)	\$82,556	\$348,834
FFY17 ADAP Rebate (Local) 17-19		Amd 3	N/A	334.04.98	07/01/18	06/30/19	07/01/17	06/30/19	\$82,556		
FFY17 ADAP Rebate (Local) 17-19		N/A, Amd 3	N/A	334.04.98	07/01/18	06/30/19	07/01/17	06/30/19	\$225,000		
FFY17 ADAP Rebate (Local) 17-19		Amd 2	N/A	334.04.98	01/01/18	06/30/18	07/01/17	06/30/19	\$41,278	\$266,278	
FFY17 ADAP Rebate (Local) 17-19		N/A	N/A	334.04.98	01/01/18	06/30/18	07/01/17	06/30/19	\$225,000		
SFY17 Managed Care Org		Amd 1	N/A	334.04.98	01/01/18	06/30/18	07/01/17	06/30/18	(\$32,678)	\$6,536	\$6,536
SFY17 Managed Care Org		N/A	N/A	334.04.98	01/01/18	06/30/18	07/01/17	06/30/18	\$39,214		
FFY20 RW Grant Year Local (Rebate)		Amd 12	N/A	334.04.98	04/01/20	06/30/20	04/01/20	03/31/21	(\$27,285)	\$88,861	\$804,903
FFY20 RW Grant Year Local (Rebate)		Amd 9	N/A	334.04.98	04/01/20	06/30/20	04/01/20	03/31/21	\$116,146		
FFY19 RW Grant Year Local (Rebate)		Amd 12	N/A	334.04.98	07/01/19	03/31/20	04/01/19	03/31/20	(\$81,855)	\$266,582	
FFY19 RW Grant Year Local (Rebate)		Amd 9	N/A	334.04.98	07/01/19	03/31/20	04/01/19	03/31/20	\$348,437		
FFY19 RW Grant Year Local (Rebate)		Amd 6	N/A	334.04.98	04/01/19	06/30/19	04/01/19	03/31/20	\$112,230	\$112,230	
FFY18 RW Grant Year Local (Rebate)		Amd 6	N/A	334.04.98	01/01/19	03/31/19	04/01/18	03/31/19	\$112,230	\$112,230	
FFY18 RW Grant Year Local (Rebate)		Amd 5	N/A	334.04.98	07/01/18	03/31/19	04/01/18	03/31/19	\$225,000	\$225,000	
FFY19 RW Local Proviso		Amd 9	N/A	334.04.98	07/01/19	06/30/20	07/01/19	06/30/20	\$41,749	\$41,749	\$41,749
FPHS Funding for LHJs		Amd 10	N/A	336.04.25	07/01/20	12/31/20	07/01/19	06/30/21	\$147,345	\$147,345	\$442,035
FPHS Funding for LHJs		Amd 10	N/A	336.04.25	07/01/19	06/30/20	07/01/19	06/30/21	\$147,345	\$147,345	
FPHS Funding for LHJs Dir		Amd 3	N/A	336.04.25	07/01/18	06/30/19	07/01/17	06/30/19	\$147,345	\$147,345	

Kitsap Public Health District

**EXHIBIT B-15  
ALLOCATIONS**  
Contract Term: 2018-2020

Contract Number: CLH18248  
Date: March 15, 2020

Indirect Rate as of January 2018: 34.98% Admin & Fac.; 37.62% Community Hlth Pgms (inc. Admin) & 40.39% Environmental Hlth Pgms (inc. Admin)

Indirect Rate as of January 2019: 37.38% Admin & Fac.; 39.19% Community Hlth Pgms (inc. Admin) & 39.83% Environmental Hlth Pgms (inc. Admin)

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
YR 20 SRF - Local Asst (15%) (FS) SS		Amd 3	N/A	346.26.64	01/01/18	12/31/18	07/01/15	12/31/18	(\$14,750)	\$0	\$0
YR 20 SRF - Local Asst (15%) (FS) SS		N/A, Amd 3	N/A	346.26.64	01/01/18	12/31/18	07/01/15	12/31/18	\$14,750		
YR 21 SRF - Local Asst (15%) (FS) SS		Amd 10	N/A	346.26.64	01/01/18	06/30/19	07/01/17	06/30/19	(\$13,250)	\$14,250	\$14,250
YR 21 SRF - Local Asst (15%) (FS) SS		Amd 6, 10	N/A	346.26.64	01/01/18	06/30/19	07/01/17	06/30/19	\$12,750		
YR 21 SRF - Local Asst (15%) (FS) SS		Amd 3, 6, 10	N/A	346.26.64	01/01/18	06/30/19	07/01/17	06/30/19	\$14,750		
<b>YR 22 SRF - Local Asst (15%) (FO-SW) SS</b>		<b>Amd 15</b>	<b>N/A</b>	<b>346.26.64</b>	01/01/19	12/31/20	07/01/19	06/30/21	<b>\$500</b>	<b>\$21,750</b>	<b>\$21,750</b>
YR 22 SRF - Local Asst (15%) (FO-SW) SS		Amd 12	N/A	346.26.64	01/01/19	12/31/20	07/01/19	06/30/21	\$8,500		
YR 22 SRF - Local Asst (15%) (FO-SW) SS		Amd 10, 12	N/A	346.26.64	01/01/19	12/31/20	07/01/19	06/30/21	\$12,750		
YR 20 SRF - Local Asst (15%) (FS) TA		Amd 3	N/A	346.26.66	01/01/18	12/31/18	07/01/15	12/31/18	(\$2,000)	\$0	\$0
YR 20 SRF - Local Asst (15%) (FS) TA		N/A, Amd 3	N/A	346.26.66	01/01/18	12/31/18	07/01/17	12/31/18	\$2,000		
YR 20 SRF - Prog Mgmt (10%) (FS) TA		Amd 6	N/A	346.26.66	01/01/18	12/31/18	07/01/15	12/31/18	\$468	\$1,268	\$1,268
YR 20 SRF - Prog Mgmt (10%) (FS) TA		Amd 3	N/A	346.26.66	01/01/18	12/31/18	07/01/15	12/31/18	\$800		
YR 21 SRF - Local Asst (15%) (FS) TA		Amd 10	N/A	346.26.66	01/01/18	06/30/19	07/01/17	06/30/19	(\$1,249)	\$1,900	\$1,900
YR 21 SRF - Local Asst (15%) (FS) TA		Amd 6, 10	N/A	346.26.66	01/01/18	06/30/19	07/01/17	06/30/19	\$1,949		
YR 21 SRF - Local Asst (15%) (FS) TA		Amd 3, 6, 10	N/A	346.26.66	01/01/18	06/30/19	07/01/17	06/30/19	\$1,200		
YR 22 SRF - Local Asst (15%) (FO-SW) TA		Amd 12	N/A	346.26.66	01/01/19	12/31/20	07/01/19	06/30/21	\$3,000	\$4,249	\$4,249
YR 22 SRF - Local Asst (15%) (FO-SW) TA		Amd 10, 12	N/A	346.26.66	01/01/19	12/31/20	07/01/19	06/30/21	\$1,249		
<b>TOTAL</b>									<b>\$6,388,552</b>	<b>\$6,388,552</b>	
<b>Total consideration:</b>											<b>\$6,388,552</b>
											<b>\$16,075</b>
<b>GRAND TOTAL</b>											<b>\$6,388,552</b>
										<b>Total Fed</b>	<b>\$2,834,368</b>
										<b>Total State</b>	<b>\$3,554,184</b>

\*Catalog of Federal Domestic Assistance

\*\*Federal revenue codes begin with "333". State revenue codes begin with "334".



**PROFESSIONAL SERVICES CONTRACT AGREEMENT**  
**BETWEEN**  
**HOOD CANAL COORDINATING COUNCIL**  
**AND**  
**KITSAP PUBLIC HEALTH DISTRICT**

THIS AGREEMENT is a subaward and is between Hood Canal Coordinating Council (HCCC), located at 17791 Fjord Drive, NE, Suite 118, Poulsbo, WA 98370, and Kitsap Public Health District (Consultant), with an address of 345 6th Street, Suite 300, Bremerton, WA 98337-1866, and is made effective as of the date signed below by HCCC. HCCC and Consultant are also referred to as the “Parties” and each as a “Party.”

The Parties to this Agreement agree as follows:

- 1) **DEFINITIONS.** -- For purposes of this Agreement, the term –
  - a) “Hood Canal Coordinating Council” means Hood Canal Coordinating Council, also referred to as HCCC, a Washington Corporation, and its members, directors, officers, employees and agents;
  - b) “Consultant” means the Consultant and its directors, officers, employees, agents and subcontractors; and
  - c) “Contract Representative” means the person designated below and incorporated by reference, to serve as representative of HCCC and the Consultant for purposes of administration of this Agreement.
- 2) **SERVICES TO BE PERFORMED AND DELIVERABLES.** -- The Consultant agrees to provide services to HCCC, in accordance with applicable professional standards, as described in Exhibit A and the Funding Source Programmatic Conditions (if any), as described in Exhibit A. No work shall commence under this Agreement until it is fully executed by both Parties.
- 3) **COMPENSATION.** --
  - a) Except as provided herein, HCCC agrees to pay Consultant on a monthly basis following receipt of an invoice documenting services rendered and costs incurred, in a manner and amount stipulated in Exhibit A.



- b) Consultant shall submit the final invoice, or any claims for payments not already made, no later than 30 days from the expiration or termination of the agreement, or as otherwise stated in Exhibit A.
  - i) HCCC may, at its sole discretion, retain up to 10 percent of the amount otherwise due and owing under each invoice until Consultant completes all work described in Exhibit A, or otherwise authorized by HCCC. HCCC shall notify Consultant of the amount retained and deposit the retained amount in an interest-bearing account. HCCC shall release the amount retained, together with earned interest, not later than 30 days after receipt of a final invoice and acceptance of HCCC of all work authorized.
  - ii) HCCC may, at its sole discretion, retain an amount otherwise due and owing under each invoice until Consultant provides HCCC with evidence that the Consultant has paid industrial insurance premiums for its employees and/or is in compliance with state industrial insurance requirements.
- c) **Allowable Costs. –**
  - i) Travel Expenses. -- HCCC agrees to reimburse Consultant up to the amount stipulated in Exhibit A for travel expenses (including per diem) from Consultant's home or principal place of business to meeting sites. HCCC shall reimburse Consultant for travel expenses in accordance with federal travel regulations. Payment for expenses over the category amount will not be honored without prior approval of HCCC's Contract Representative. International travel requires advance pre-approval.
  - ii) Other Expenses. -- HCCC agrees to reimburse Consultant for miscellaneous expenses specified in Exhibit A, provided those costs are allowable under the Federal Cost Principles set forth in the OMB Uniform Guidance, 2 CFR Part 200. Any request over the category amount will not be honored without prior approval by HCCC's Contract Representative.
- d) **Unallowable Costs. –**
  - i) Management fees or similar charges in excess of the direct costs are not allowable.
  - ii) If Consultant expends more than the amount of its approved budget in anticipation of receiving additional funds, it does so at its own risk. HCCC is not legally obligated to reimburse Consultant for costs incurred in excess of the approved budget.
- e) **Invoice.** -- Consultant's invoice shall indicate dates of service, a description of work performed, and time spent on that date in providing service under this

Agreement. The invoice shall include travel claims for travel expenses incurred by Consultant in connection with performance under this Agreement. The invoice shall provide a progress report describing all activities accomplished for the period being invoiced.

- i) Invoices should be sent to the Accountant at the HCCC address listed below via U.S. Postal Service or email (not both).
  - ii) Invoices must be submitted by a representative of the Consultant who has the Consultant's full authority to render such reports and requests for payment and certify to the following at time of submission: *By signing this payment request, I certify to the best of my knowledge and belief that the payment request is true, complete, and accurate. The expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. 18 USC 1001 and 31 USC 3729-3730 and 3801-3812.*
- 4) **TERM.** -- The term of this Agreement commences on the effective date, the date the agreement is signed by the HCCC Executive Director below, and continues until December 31, 2021 as stipulated in Exhibit A, or until terminated by the Parties. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, HCCC may terminate the contract under the "Term" clause without a notice requirement.
- 5) **SUBCONTRACTING.** – Consultant may not subcontract without prior written approval by the HCCC. Additionally, the Consultant is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this contract are carried forward to any subcontracts.
- 6) **TRAINING.** -- Consultant acknowledges that no training will be provided to Consultant under this Agreement. Consultant warrants and represents that its personnel are fully trained to perform services required under this Agreement and that additional training provided by HCCC will be unnecessary.
- 7) **BUSINESS LICENSES AND TAXES. --**
  - a) Consultant shall, at its own expense, secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorization, and comply with all applicable Federal, State and local regulations.

- b) Consultant shall be responsible for payment of taxes, insurance and other obligations relating to its performance of services under this Agreement. Consultant shall provide HCCC with verification of its –
  - i) Unified business identifier number from the State of Washington and that its business license is in good standing;
  - ii) Washington State Department of Revenue account and that the account is in good standing;
  - iii) Washington State Labor and Industries account and that the account is in good standing or that the Consultant is exempt from the state's industrial insurance requirements;
  - iv) Data Universal Numbering System (DUNS) number; and
  - v) Central Contractor Registry (CCR) through SAM.gov.
  - vi) All other necessary licenses and permits to perform the work specified in Exhibit B.

**8) INDEPENDENT CONSULTANT STATUS. --**

- a) Consultant shall act as an independent Consultant, and in no way shall be considered an employee of HCCC. Consultant is not required to report to HCCC's offices at any specific time, except as requested for occasional consultations. HCCC does not have the right to assign any additional projects to Consultant. Consultant shall choose the time and manner for performing each part of the services described in Exhibit A according to its own routines and schedules, independent from HCCC's normal business operations.
- b) Consultant acknowledges that Consultant will not qualify for benefits which may be available if classified as an employee. In the event that the Internal Revenue Service (IRS) successfully asserts that Consultant is not or was not an independent Consultant for any period during the term of this Agreement and reclassifies Consultant as an employee, Consultant agrees to complete, sign and deliver IRS Form 4669 (Employee Wage Statement) to HCCC for any tax period affected. HCCC shall then file the Form 4669 with the IRS (along with IRS Form 4670 "Request for Relief From Payment of Income Tax Withholding") to offset against HCCC's withholding obligation.
- c) Consultant acknowledges that it will be liable to HCCC for any industrial insurance premiums or any other premiums or fees that HCCC is required to pay on its behalf under RCW 51.12.070, or any other applicable statute, regulation or ordinance, to the State of Washington or local jurisdiction.

9) **NON-EXCLUSIVE CONTRACT.** -- This Agreement is non-exclusive. Consultant reserves the right to perform services for others during the term of the Agreement.

10) **MATERIALS AND EQUIPMENT.** -- Consultant shall provide all materials and equipment necessary to perform its obligations under this Agreement: Provided, however, that Consultant may use office equipment located in the offices of HCCC, as available, and provided however, that if "Other Expenses" have been awarded as part of this agreement, HCCC may purchase said supplies and services on behalf of the Consultant as part of this Agreement. Materials and equipment includes but is not limited to, appropriate safety plans and providing personal protective equipment to employees to address continued performance under the contract where such continued performance can be done in compliance with Federal, State or County Emergency Orders despite the presence of such causes.

**11) INDEMNIFICATION. --**

- a) To the fullest extent permitted by law, Consultant hereby indemnifies and holds HCCC harmless from any and all loss, damage, suits, liability, claims, demands or costs, whatsoever, whether arising at law or in equity, or sounding in tort, contract or other causes of action arising from any claim or liability resulting from Consultant's performance of services described in Exhibit A under this Agreement, except to the extent caused by the negligence of HCCC.
- b) Consultant hereby indemnifies and holds HCCC harmless from any additional taxes, interest and penalties due from Consultant or HCCC resulting from reclassification in the event the IRS or any state or local taxing authority successfully asserts that Consultant is not or was not an independent Consultant for any period during the term of this Agreement and reclassifies Consultant as an employee.

12) **INSURANCE.** -- Consultant shall provide HCCC with a certificate of insurance for each insurance provision required in this section. The certificate of insurance shall be effective during the duration of this agreement. HCCC may require that the certificate of insurance name HCCC as an additional insured party. Consultant shall also require all of its subcontractors to maintain the same type and level of insurance as required in this section and provide certificates of insurance to HCCC as required in this section. Consultant shall, at its own expense, acquire and maintain the following insurance throughout the term of the Agreement:

- a) Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks and trailers. Such insured shall provide the Standard Comprehensive Automobile Liability policy in limits not less than \$1,000,000 Combined Single Limit;

- b) Commercial General Liability Coverage Insurance, with not less than the following limits: \$1,000,000 for each occurrence limit, \$1,000,000 for personal injury limit, \$2,000,000 general aggregate limit;
  - c) Professional Liability Insurance in an amount not less than \$1,000,000 per claim and in the aggregate; and
  - d) Workers' Compensation and Employer Defense Insurance as required by statute and employer liability coverage, with not less than the following limits: \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease and \$1,000,000 policy limit for bodily injury by disease.
  - e) Notwithstanding the forgoing, Contractor maintains a system for self-insurance that meets the requirements of this section 12.
- 13) **CONFIDENTIALITY.** -- Information produced or made available to the Consultant shall not be disclosed to others or used for any other purpose, except as required under this contract or by law, without prior written approval by HCCC.
- 14) **OWNERSHIP OF PRODUCTS PRODUCED UNDER THIS CONTRACT.** -- All data and products developed under this contract, excluding copyrighted material used with permission, or other public data that cannot be copyrighted, shall become the sole property of the HCCC and its assigns. Permission for its subsequent use must be obtained from the HCCC prior to that use. Any alteration of the data by HCCC for purposes other than those intended by this Agreement shall be at HCCC's sole risk and without legal liability upon the Consultant.
- 15) **PUBLICITY AND ACKNOWLEDGEMENT OF SUPPORT.** --
- a) Consultant gives HCCC the right and authority to publicize HCCC's financial support for this Agreement and the Project in press releases, publications and other public communications. Consultant agrees to: (i) give appropriate credit to HCCC and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions below; and (ii) include the disclaimer provided for in (b). Consultant must obtain prior HCCC approval for the use relating to this Agreement of the HCCC logo or the logo of any Funding Source.
  - b) **Disclaimers.** -- Payments made under this Agreement do not by direct reference or implication convey HCCC's endorsement nor the endorsement by any other entity that provides funds through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for



publication or other public releases of information regarding this Agreement shall carry the following disclaimer:

- i) For Projects funded in whole or part with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the Hood Canal Coordinating Council and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the Hood Canal Coordinating Council or its funding sources."
- ii) For Projects not funded with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the Hood Canal Coordinating Council or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the Hood Canal Coordinating Council or its funding sources."

16) **INSPECTION AND RETENTION OF RECORDS.** -- The Consultant shall make all applicable financial records, supporting documents, and all other pertinent records related to this Project, available to HCCC, the State of Washington, the U.S. Government or any of their duly authorized representatives, for inspection. Records shall be retained until the Term date of this Agreement and then submitted to the Project Manager for retention until required by law.

17) **NONDISCRIMINATION.** -- By signing this Agreement, the Consultant certifies that it is an Equal Opportunity Employer and in compliance with all state and federal nondiscrimination requirements. The Consultant agrees to continue to be in compliance with all state and federal nondiscrimination requirements. Consultant agrees to comply fully with applicable civil rights statutes and regulations, including Title IV of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the American Disabilities Act.

18) **COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT.** -- Consultant is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled and remain in compliance with 18 U.S.C. 874 and 40 U.S.C. 276c.

19) **PREVAILING WAGE.** -- The Consultant agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract when required by state law to do so, and to comply with provisions of the Davis-Bacon Act (40 USC 3141–3148), Contract Work Hours and Safety Standards Act (40 USC 3701-3708), other federal laws and Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries.

- 20) **APPLICABLE LAW.** -- This Agreement shall be construed and enforced under the laws of the State of Washington, irrespective of the fact that any one of the Parties is now or may become a resident of another state. Venue for any action under this Agreement shall lie in Kitsap County, Washington.
- 21) **MODIFICATION.** -- This Agreement may not be waived, discharged or modified in any manner other than by written agreement of the Parties.
- 22) **SEVERABILITY.** -- No provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision or provisions of this Agreement be unenforceable for any reason, the party finding itself unable to enforce said provision(s) may, at its sole discretion, declare this entire Agreement to be null and void.
- 23) **FORCE MAJEURE.** -- Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Party. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation. Notice of a Party's failure or delay in performance due to force majeure must be given to the unaffected Party promptly thereafter but no later than five (5) days after its occurrence which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute. Notwithstanding the foregoing, should the event(s) of force majeure suffered by a Party extend beyond a six-month period, the other Party may then terminate this Agreement by written notice to the non-performing Party, with the consequences of such termination as if this Agreement had expired (and was not terminated) in accordance with other provisions herein.
- 24) **TERMINATION.** -- Either party may terminate this Agreement with 30 days 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. 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. HCCC shall have the right to terminate this Agreement in whole or in part at any time, if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

- 25) **WAIVER**. -- If either party fails to exercise its rights under this Agreement, it shall not be precluded from subsequent exercise of its rights. A failure to exercise rights shall not constitute a waiver of any other rights under this Agreement, unless stated in a letter signed by authorized representative of the party and attached to the original agreement.
- 26) **COSTS AND ATTORNEYS FEES**. -- If either party brings any action against the other for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall recover against the other party all costs and reasonable attorneys' fees, including costs and reasonable attorneys' fees incurred to enforce any judgment rendered pursuant to this Agreement.
- 27) **CERTIFICATIONS AND ASSURANCES RELATING TO FEDERAL FUNDS (if applicable)**. -- If the Funding Source, including any secondary funding source, is paid with federal funds, the Consultant must comply with the following.
- a) **Uniform Guidance**. -- Consultant must comply with the Uniform Guidance (2 CFR Part 200) to the extent applicable to Consultant as a non-Federal entity receiving a federal award. With respect to cost principles: Non-Profit Organizations, Institution of Higher Education, State, Local or Tribal Government, must comply with the Cost Principles of the Uniform Guidance, 2 CFR Part 200; and Commercial (for-profit) organizations must comply with Title 48 Chapter 1 Subchapter E Part 31. No funds provided pursuant to this Agreement may be used to support any activities not authorized under this Agreement or allowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.
  - b) **Audit Requirements**. -- Consultant may be required to comply with the Federal Audit Requirements found in 2 CFR 200.500 (formerly OMB Circular A-133).
  - c) **Lobbying and Litigation (2 CFR 200.450)**. --
    - i) No funds under the Agreement may be used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law.

- ii) **New Restrictions on Lobbying.** -- In any subcontract over \$100,000, Consultant shall require that subcontractors submit certification and disclosure forms in accordance with the Byrd Anti-Lobbying Amendment, 31 USC 1352. Any consultant who makes a prohibited expenditure or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- d) **Debarment and Suspensions.** -- Unless Consultant has submitted a written justification fourteen (14) days prior to execution of this Contract, stating the reason that this term does not apply, which has been expressly accepted and approved by HCCC prior to execution, by signing this Agreement, Consultant warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The Consultant further provides that it shall not enter into any subaward, contract or other Contract using funds provided by HCCC with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at SAM.gov.
- e) **Drug-Free Workplace Certification.** -- Consultant shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in CFR Part 1536 Subpart B. Consultant shall identify all known workplaces under this Agreement, and keep this information on file during the performance of the Agreement. Consultants who are individuals must comply with the drug-free provisions set forth in 2 CFR Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 CFR Part 1536 Subpart E.
- f) **Trafficking in Persons.** -- You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award and must inform HCCC immediately of any information you receive for any source alleging a violation of this prohibition during the term of the agreement.
- g) **Reducing Text Messaging while Driving, Executive Order 13513.** -- Consultant is encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

- h) **Disadvantaged Business Enterprise.** -- Consultant agrees to good faith efforts whenever procuring construction, equipment, services and supplies in compliance with the requirements of EPA's Program of Utilization of Small, Minority and Women's Business Enterprise (MBE/WBE). 40 CFR 33. Consultant must receive permission from HCCC to sub-contract with another entity.
- i) **Additional Responsibility Matters.** -- By signing this Agreement, Consultant warrants and represents that it is not subject to the below circumstance.
  - i) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
- j) **Certification and Representation.** -- Consultant must submit those certifications and representations required by Federal statutes, or regulations to HCCC on an annual basis. Submission may be required more frequently if the Consultant entity fails to meet a requirement of a Federal award.

28) **COUNTERPARTS AND ELECTRONIC SIGNATURES.** -- This Agreement may be executed in counterparts, after execution by all Parties hereto, shall together constitute the Agreement. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year signed by the Executive Director below.

Hood Canal Coordinating Council

For Kitsap Public Health District



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Scott Brewer, Executive Director

---

Keith Grellner, Administrator

This Agreement is made effective as of the date signed by the HCCC Executive Director on the 27th day of April, 2020.

## **EXHIBIT A**

### **Independent Consultant Scope of Services**

#### **Hood Canal Regional Pollution Identification and Correction Program – Phase 4**

#### **CONSULTANT: KITSAP PUBLIC HEALTH DISTRICT**

##### **Description of Services**

Kitsap Public Health District (KPHD) will provide services to support the implementation of the Hood Canal Regional Pollution Identification and Correction (HCRPIC) Program's Phase 4, as described below.

This Agreement may require modification based on circumstances beyond the control of HCCC and KPHD. PIC projects rely on field work (parcel surveys and investigations) to identify OSS failures. The field work portion of this project is subject to the uncertainty of current and potential COVID-19 constraints. As of the date of this Agreement, Washington's Governor has executed an emergency stay-home stay safe order, closing in-person schools for the remainder of the school year and restricting work in Washington State to essential services until early May. Washington's Governor may extend such work restrictions implicating the ability to perform this Scope of Work.

During the course of this project, coordinators will work closely with field partners and follow Washington state guidance to determine how and when PIC field work can be safely conducted. The Parties recognize that field work timelines will need to be extremely flexible due to potential public safety limitations and available staff resources.

The following project information is excerpted from HCCC's base agreement scope of work:

Contract number: CBO24134

Subrecipient Organization: Hood Canal Coordinating Council

Subrecipient Contact: Haley Harguth, Watershed Program Manager,  
[hharguth@hccc.wa.gov](mailto:hharguth@hccc.wa.gov), 360.328.4625; Scott Brewer, Executive Director,  
[sbrewer@hccc.wa.gov](mailto:sbrewer@hccc.wa.gov), 360.531.0575

DUNS #: 620533930

CPAR Info (Statewide Vendor #, UBI, Federal Tax ID, etc.): 0011386-00, 602-080-310, 91-2085994

DOH Contract Manager: Megan Schell [megan.schell@doh.wa.gov](mailto:megan.schell@doh.wa.gov) 360.236.3307

Federally Approved Indirect Rate: 10% (de minimis)



Period of Performance: DOE – December 31, 2021 **NOTE: EPA stretch goals are to spend awarded funds within 2 years**

**Project Description:** This project funds pollution identification and correction activities to protect and improve Hood Canal water quality to safeguard public and ecosystem health and keep shellfish growing areas and recreational beaches open by preventing bacterial pollution flowing into surface waters. The Hood Canal Regional Pollution Identification and Correction Program brings together local health jurisdictions and tribal partners across the Hood Canal region to coordinate water quality protection actions. This unique regional structure enables cross-jurisdictional sharing of resources and expertise to solve water quality challenges threatening Hood Canal’s community and ecosystem health.

Not to exceed: \$ 222,353

Near Term Action ID: 2018-0639

HCCC is also working with the State Department of Health on implications of COVID-19 on obligations for this Scope of Work and may need to amend or terminate this Scope of Work as directed by the State Department of Health.

## OVERVIEW

The Hood Canal Regional Pollution Identification and Correction Program (HCRPIC) core partners will work collaboratively to implement prioritized Pollution Identification and Correction (PIC) work throughout Hood Canal to help reduce bacterial pollution and increase harvestable shellfish acres. HCRPIC core members include Jefferson, Kitsap, and Mason Counties, the Port Gamble S’Klallam and Skokomish Tribes; other partners include the county conservation districts, Hood Canal Salmon Enhancement Group, and WSU Extension.

There are eighteen shellfish growing areas in the Hood Canal Action Area. As of 2019, the Hood Canal Action Area had 29,766 acres of approved growing areas, 1,515 acres with conditional approval, and about 3,144 acres of prohibited or restricted growing area. Washington State Department of Health (DOH) has identified several emergency closure zones, threatened areas, and areas of concern based on marine water quality data. There are close to 30,000 onsite sewage systems (OSS) in the project area, many in close proximity to waterbodies and approximately one third of the systems are over 30 years old. PIC programs have been essential to maintain and improve water quality and will continue to be vital for the health of Hood Canal and its communities.

The project will primarily address fecal pollution and associated pathogens. As fecal pollution sources are corrected, less nutrients and organic materials, associated with human and animal waste, will enter Hood Canal. That will result in less oxygen demand to break down algae blooms resulting from excess nutrients and the organic materials in waste. Hood Canal Regional PIC Program implementation will identify and correct pathogen sources. The resulting water quality improvements will help achieve the Puget Sound Partnership's Vital Sign recovery target to increase harvestable shellfish acreage.

Phase 1 of the HCRPIC program developed a coordinated PIC monitoring plan with the goal to upgrade shellfish harvest areas and prevent future downgrades in Hood Canal priority areas. In the Phase 2 and 3 implementation phases, priority shoreline areas were determined by HCRPIC members using current water quality monitoring information to identify the most important shoreline areas to survey. The prioritization of shoreline areas will be updated annually as new data emerges. Phase 3 ended in August 2019, collectively resulting in 66 shoreline miles monitored, 380 site inspections completed, 55 OSS failures identified, with 28 OSS repairs completed and the rest in progress. The incomplete OSS repairs will continue to be tracked in Phase 4. Phase 4 builds off of previous implementation phases but with a reduced scope of work due to funding limitations. HCRPIC Program - Phase 4 components include: shoreline surveys in priority Hood Canal shoreline areas, pollution hotspot investigation and correction, updated GIS mapping of OSS in Hood Canal, outreach and education to Hood Canal OSS property owners and decision makers, OSS maintenance rebates, ambient stream water quality monitoring, and regional inter-jurisdictional coordination.

The Phase 4 work plan will be developed in consultation with DOH and will include:

- Remaining Phase 3 priority hotspots and work areas including Hoodsport, Union, Big Bend, Alderbrook, and Annas Bay, and
- Other areas with urgent public health or emerging water quality concerns

## GOALS & MEASURABLE OBJECTIVES

Description (e.g., “shellfish beds reopened”)	Units (e.g. “acres”)	Targets (“number”)
Upgrade 50 acres from prohibited to approved in Hoodsport area of Hood Canal 6	Acres	50
Reopen all closed parcels due to elevated bacteria in drainages or due to failing onsite septic systems	Parcels	30
Number of hotspots identified in Mason County	Hotspots	Unknown (will be reported quarterly)
Number of site inspections completed in Mason County	Site Inspections	50
Number of OSS failures identified in Mason County	OSS Failures	3
Number of OSS failures corrected in Mason County	OSS Corrections	3
Area of shoreline surveys conducted in priority areas	Miles	5
Number of ambient freshwater samples collected	Samples	100

### KPHD’S HCRPIC PHASE 4 TASKS

The following are the tasks, deliverables, and deadlines associated with this subaward. Task numbering aligns with the task numbers in HCCC’s base grant with DOH.

#### TASK 1. PROJECT DEVELOPMENT

##### 1.2 QUALITY ASSURANCE PROJECT PLAN (QAPP) DEVELOPMENT

Sub-recipient will review the Washington State Department of Ecology’s NEP Quality Assurance web page: <https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees>. Following the review, sub-recipient will work with Ecology’s NEP Quality Coordinator to determine whether we can refer to the approved HCRPIC Phase 3 QAPP from our prior and similar PIC

implementation work. If a QAPP is required, sub-recipients will work with Ecology's NEP Quality Coordinator -NEP QC to develop and approve the QAPP.

**Work related to collecting or using environmental data may not begin until the QAPP waiver and QAPP are completed and approved.**

## DELIVERABLES

Task	Deliverable Description	Due Date
1.2	QAPP Waiver Determination Form (required) and QAPP (if required)	Draft due within 30 days of agreement start date

## TASK 2. PROJECT MANAGEMENT AND REPORTING

### 2.5 WATER QUALITY EXCHANGE (WQX) DATA REPORTING

WQX refers to an electronic data system for water quality monitoring data developed by EPA. If sub-recipients collect any physical, chemical or environmental data (e.g. dissolved oxygen, water temperature, salinity, turbidity, pH, phosphorous, total nitrogen, E. coli or Enterococci, and other biological and habitat data) WQX reporting will be required. Data for an entire calendar year (Jan. 1 – Dec. 31) should be submitted annually. To assist in tracking in WQX, name your project as follows: NEP\_2018\_(*insert organization name*); the unique project ID needs to be 35 characters or less. Include the WQX ID in the quarterly progress reports. [Here](#) is an entry verification sample for reference.

WQX reporting completed by: Jan 30

Final WQX entry completed by: Upon contract completion

### 2.7 BROADER COMMUNICATIONS (PRESENT AT REGIONAL CONFERENCE AND SUBMIT PROJECT PHOTOS)

Participate in and present project outcomes at the 2022 Salish Sea Ecosystem Conference Submit. Draft materials to DOH for review prior to event. [NOTE: INTERNATIONAL TRAVEL REQUIRES PRE-APPROVAL.](#)



## DELIVERABLES

Task	Deliverable Description	Due Date
2.5	WQX Reporting (if required)	Annually by Jan 30, and upon project completion
2.7	<p>a) Broader Communications: Present at a regional conference.</p> <p>Submit draft presentation materials to DOH a minimum of two weeks prior to use for review.</p> <p>b) Submit photos</p>	<p>a) Upon project completion</p> <p>b) Ongoing and upon contract completion</p>

## TASK 3. HOOD CANAL REGIONAL POLLUTION IDENTIFICATION AND CORRECTION PROGRAM PHASE 4 IMPLEMENTATION

### 3.1 HCRPIC PROGRAM COORDINATION:

Support HCRPIC Program coordination, providing technical expertise and advice as needed.

This task includes: collaboration with program partners to reinforce shared protocols and clarify work flows, prepare the Phase 4 Workplan and track progress, preparation of invoices and progress reports for project coordinators, coordination of County staff working toward Phase 4 objectives, coordination with landowners within the project area, upkeep and quality assurance of program data, data reporting, and contributions to program deliverables, including quarterly and final reports, sustainable funding efforts, and outreach materials.

**Project Coordination:** Coordinate implementation of HCRPIC in your jurisdiction following HCRPIC protocols described in the HCRPIC Guidance Document and the project QAPP. Monitor spending and progress toward deliverables.

Submit monthly invoices and progress reports (using HCRPIC Program templates) **by the 15<sup>th</sup> of the following month**. Communicate any concerns to HCRPIC Coordinator that progress is not on track.

Invoices will be reimbursed upon satisfactory progress and reporting on the deliverables within each payment period.

- Send invoices via e-mail to [admin@hccc.wa.gov](mailto:admin@hccc.wa.gov)

- Send progress reports via email to Haley Harguth ([hharguth@hccc.wa.gov](mailto:hharguth@hccc.wa.gov))

**HCRPIC Ph. 4 Workplan:** HCRPIC partners will work collaboratively to develop the HCRPIC Phase 4 Workplan, which will establish priority areas for shoreline and ambient freshwater stream monitoring and property surveys, targeting areas of known pollution hotspots, or facing shellfish growing area downgrades. The Phase 4 Workplan will be informed by data from the HCRPIC Program Phase 3 results and GIS analysis, current water quality information gathered from county health jurisdictions and tribes, and monitoring data and recommendations from Washington State Department of Health technical staff. It will outline tasks to build upon supporting work conducted in Phase 3. The Phase 4 Workplan will outline any changes to HCRPIC Program procedures for data collection, PIC hotspot investigations, and reporting, including the enforcement process and timeline, and protocol for communication of public health risks. *Field work activities cannot begin until the HCRPIC Phase 4 Workplan is completed and the QAPP is approved.*

**Data Collection & Reporting:** Submit field work data to project coordinators every quarter using the HCRPIC cumulative data report template. Data reported to the HCRPIC Program should include all PIC field work performed in Hood Canal funded by the HCRPIC Program grant, as well as other funding sources, in order to provide a comprehensive report of all Hood Canal PIC efforts across jurisdictions. Data is expected to be thoroughly reviewed by the submitter for quality assurance and quality control and entered into Kitsap Health's cloud-based water quality database, prior to it being submitted. Final Cumulative Data Reports will be submitted to project coordinators after field work is completed to prepare for analysis, mapping, and EPA WQX data entry. All data collected that is paid by this grant must be shared with state and federal agencies upon request.

**HCRPIC Guidance Group Meetings:** HCRPIC partners will share information and ideas, make collaborative decisions, and help guide HCRPIC Program's direction. The Guidance Group provides oversight, guidance, shared learning, and structure for consistent procedures across the PIC program. Guidance Group meetings with project partners will be held quarterly or as needed to advance collaborative work in the PIC project area. At Guidance Group meetings, partners will:

- Report on Ph 4 Workplan implementation, including current progress updates including: progress on priority hotspot and water quality investigations, surveys completed, FC sources identified, progress of FC source correction, success stories, lessons learned, requests for advice and assistance, next steps, upcoming events, etc.

- Present hotspots for consideration of elimination following hotspot closure protocol described in HCRPIC Guidance Document. This information will be included in the HCRPIC Ph. 4 final report.
- Provide updates on sustainable funding efforts.

**Strategic Planning/Sustainable Funding:** Strategic planning efforts will be conducted to develop and implement a plan to enhance the HCRPIC Program's efforts to reduce bacterial contamination in the shellfish growing areas of Jefferson, Kitsap, and Mason Counties. HCRPIC partners will work with program coordinators to develop a strategic plan, which addresses the key elements in the Pollution Identification and Correction Program Draft Protocols Recommendations provided by the Departments of Health and Ecology. The Guidance Group will determine objectives and scope of activities, which may include hiring an outreach consultant to support the development of a sustainable funding outreach campaign, outreach products, and presentations to decision-makers on water quality protection, program successes and sustainable funding. HCRPIC partners will provide updates of sustainable funding efforts at Guidance Group meetings.

**Training/Workshops:** Assist project coordinators in preparing and leading HCRPIC Field Training Workshop. The HCRPIC members will participate in a field training and data reporting workshop addressing HCRPIC protocols and procedures. The workshop will be held in the first quarter after contract agreements are in place. LHJ Project coordinator and at least one field staff participating in HCRPIC Program field activities must attend the training.

Project partners may participate in DOH-sponsored PIC workshops and other trainings/events (subject to grant coordinator approval), as funds allow. Maximum of two events per sub-recipient, or two people may attend a single event.

### 3.3 ONSITE SEPTIC SYSTEM MAINTENANCE REBATES

Homeowner rebates for onsite septic system maintenance will be provided to priority parcels by local health jurisdictions. These rebates were very successful in Phases 2 and 3 to incentivize homeowners to properly operate and maintain their septic systems. In Phase 4, HCRPIC partners will offer rebate vouchers up to \$250 per OSS, to reimburse costs for OSS inspections and pumping, and small tank repairs.

Rebate notices will be distributed to residences using a consistent format across jurisdictions. The criteria for rebate recipients will be determined by the Guidance Group and approved by DOH. In past phases, criteria were set to include homeowners



who had not previously received a voucher, located in priority areas, or had missing or overdue maintenance records.

LHJ's will track and analyze data summarizing rebate recipients and services reimbursed to evaluate the effectiveness of the rebate program as a behavior change tool and inform future phases.

## DELIVERABLES

Task	Deliverable Description	Due Date
<b>3.1</b>	<b>Program Coordination</b>  Describe coordination activities in monthly progress reports.  Report on workplan implementation progress at quarterly Guidance Group meetings.	Ongoing, Monthly  At quarterly Guidance Group meetings
<b>3.3</b>	<b>OSS Maintenance Rebates</b>  a) Provide input on HCRPIC Phase IV rebate process for DOH review and approval  b) Develop OSS rebate outreach materials using HCRPIC template  c) Report number of rebates processed in monthly progress reports and in final reporting with specific selection criteria and outcomes (length of time since last inspection, tanks more than ½ full of solids, and any deficiencies identified and/or corrected	a) Oct 31, 2020 b) Dec 31, 2020 c) Ongoing, complete by Dec 31, 2021

## PROJECT BUDGET

HCRPIC Program Ph. 4 Budget – KPHD		
Task 1: Project Development		
Personnel		
Leslie Banigan (Task 1.2 QAPP addendum)	40 hours @ \$58.91 per hour	\$ 2,356.40
Personnel Subtotal		\$ 2,356.40

Indirect Costs	39.83%	\$ 938.55
Task 1 Subtotal		\$ 3,294.95
<b>Task 2: Project Management &amp; Reporting</b>		
<b>Personnel</b>		
Ian Rork (Task 2.5 WQX)	30 hours @ \$43.53 per hour	\$ 1,305.90
Leslie Banigan (Task 2.7 Broader Communications)	32 hours @ \$58.91	\$ 1,885.12
	Personnel Subtotal	\$ 3,191.02
Indirect Costs	39.83%	\$ 1,270.98
Task 2 Subtotal		\$ 4,462.00
<b>Task 3: HCRPIC Program Implementation</b>		
<b>Personnel</b>		
Leslie Banigan (Task 3.1 PIC Coordination)	148 hours @ \$58.91 per hour	\$ 8,718.68
	Personnel Subtotal	\$ 8,718.68
<b>Other Costs</b>		
OSS O&M Rebates	Click here to enter text.	\$7,500.00
	Other Costs Subtotal	\$7,500.00
Indirect Costs	39.83%	\$ 3,472.65
Task 3 Subtotal		\$19,691.33
<b>Subtotals</b>		
Personnel Total		\$14,266.10
Other Costs Total	OSS Rebate Vouchers	\$7,500.00
Travel Total	(Describe if any)	
Indirect Costs	39.83%	\$5,682.19
<b>Grand Total</b>		<b>\$27,448.29</b>

**Compensation:** The Consultant shall be compensated under this agreement in an amount not to exceed: \$27,500. Compensation rates will be billed at actual salaries and benefits at the time of service. The indirect rate, likewise, will be billed at the actual rate based on the calendar year at the time of service. Any future rate changes will not affect the overall task budget totals nor the total budget not-to-exceed amount.

Submit monthly invoices to the Accountant by the 15<sup>th</sup> of the following month. Expenses are payable with prior authorization from HCCC project manager, and contingent upon satisfactory progress reporting toward completion of project deliverables. Consultant

shall submit the final invoice, or any claims for payments not already made, no later than 30 days from the expiration or termination of the agreement.

**Progress Reporting:** Consultant will submit progress reports each month by the 15th of the following month to accompany invoices. A progress report template will be provided. Submit progress reports to the project manager.

**Travel:** If claiming mileage Consultant will submit a mileage Report for reimbursement with invoice. Mileage and travel costs will be reimbursed at current federal rates or allowances.

**Contract Duration Date:** The effective date is the date the contract is signed by the Executive Director and ends December 31, 2021.

**Consultant Checklist:** Consultant will complete and provide requested information on Exhibit B.

**Contract Representatives:**

Scott Brewer, Executive Director  
Hood Canal Coordinating Council  
17791 Fjord Drive, NE Suite 118  
Poulsbo, WA 98370-8430  
360-394-0046  
sbrewer@hccc.wa.gov

HCCC Project Manager:  
Haley Harguth, Watershed Program Manager  
Hood Canal Coordinating Council  
17791 Fjord Drive, NE Suite 118  
Poulsbo, WA 98370-8430  
hharguth@hccc.wa.gov  
360-328.4625

Accountant  
Hood Canal Coordinating Council  
17791 Fjord Drive, NE Suite 118  
Poulsbo, WA 98370-8430  
admin@hccc.wa.gov  
360-900-9063

**Consultant Representative(s):**

Keith Grellner, Administrator  
Kitsap Public Health District  
345 6<sup>th</sup> Street, Suite 300



Keith.grellner@kitsappublichealth.org  
(360) 728-2284

Project Manager:  
Grant Holdcroft, Water Pollution Identification and Correction Manager  
Kitsap Public Health District  
345 6<sup>th</sup> Street, Suite 300  
grant.holdcroft@kitsappublichealth.org  
(360) 728-2228

Leslie Banigan, Senior Environmental Health Specialist  
Kitsap Public Health District  
345 6<sup>th</sup> Street, Suite 300  
leslie.banigan@kitsappublichealth.org  
(360) 728-2243

**EXHIBIT B**  
**PROFESSIONAL SERVICES CONTRACT**  
**CONSULTANT CHECKLIST**

**Consultant is a Subrecipient or a Contractor (Consultant):** According to GSA-CX-1.8: Subrecipient and Contractor Determination guidelines, HCCC has determined that you are a Contractor, aka Consultant.

**UBI No.** 601 139 034

**Federal Tax ID No.** 42-1689063

**Provide Data Universal Numbering Systems (DUNS) Number:** 169167202

**Consultant Type:** Local government

**FEDERAL/STATE PASS-THROUGH INFORMATION**

Refer also to information in Exhibit A.

**Project Name:** Hood Canal Shellfish Strategic Initiative, Hood Canal Regional Pollution and Identification Correction Program Phase 4

**Funding Sources:** Environmental Protection Agency (passed through) Washington State Department of Health

**CFDA Program Title:** Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program

**Funding Source Award Date:** 07/25/18

**Funding Source Number (Federal Award Identification No):** PC-01J18001-4

**Catalog of Federal Domestic Assistance No. (CFDA):** 66.123

**Note:** This award is not for R&D (research and development).

**Complete Cyber Certification (if contract involves Collecting and Managing Data in federal system).** N/A

Consultant is hereby provided with Exhibit A-1 WA DOH Agreement CBO24134 subrecipient Statement of Work [Programmatic Conditions](#) as applicable.

In accordance with 40 CFR 33.106 and its Appendix A, the contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor administration shall carry out application requirements of 40 CFR part 33 in the award of contract awarded under EPA financial assistance

agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

**If grant is over \$100,000 complete/sign restrictions on Lobbying Certification 40 CFR Part 34 (and disclosure if applicable):** [Sign and return Certification linked here](#)

### Certifications

**Consultant DBE Program Reporting** (indicate as appropriate):

Owned and Managed as Disadvantaged Business:

- ☐ Women Owned Business Enterprise
- ☐ Minority Owner Business Enterprise
- ☐ Veteran Owned Business Enterprise
- ☐ Community Based Organization

If certified by Washington State's Office of Minority and Women Owned Business Enterprise (OMWBE) [www.omwbe.wa.gov](http://www.omwbe.wa.gov) or Department of Veterans Affairs (DVA), enter the certification number: County

**Provide proof of WA Dept. of Revenue Account in Good Standing:** See attached.

**Provide proof of WA Labor & Industries Account in Good Standing (and not debarred) or Exemption (if no employees):** 320,175-00; see attached.

**Insurance (*as applicable*):** Renew during term of contract

- Commercial Auto Liability (if claiming mileage--use HCCC [Mileage](#) Report if included in Exhibit A tasks)
- Commercial General Liability (naming HCCC as additional insured)
- Professional Liability Insurance
- Workers' Compensation and Employer Defense Insurance

**Notice:** The Hood Canal Coordinating Council as an equal opportunity employer will not discriminate on the basis of race, creed, color, national origin, ancestry, sex, marital status, gender, sexual orientation, age [40 and over], maternity, and childbirth, honorably discharged veteran or military status, disability, genetics, HIV and/or Hepatitis C status, use of a trained guide dog or service animal by a person with a disability, or other protected class [legally recognized] under federal, state or local law.

Persons requiring reasonable accommodation or requiring any information in an alternative format may contact 360-394-0046. Inquiries about the HCCC's compliance may be directed to Scott Brewer, Executive Director.



## Washington State Department of Revenue

[Services](#) > [Business Lookup](#) > KITSAP PUBLIC HEALTH DISTRICT

## License Information:

[New search](#) [Back to results](#)

Entity name: KITSAP PUBLIC HEALTH DISTRICT

Business name: KITSAP PUBLIC HEALTH DISTRICT

Entity type: [Association](#)

UBI #: 601-139-034

Business ID: 001

Location ID: 0001

Location: Active

Location address: 345 6TH ST STE 300  
BREMERTON WA 98337

Mailing address: 345 6TH ST STE 300  
BREMERTON WA 98337-1866

Excise tax and reseller permit status: [Click here](#)

Governing People *May include governing people not registered with Secretary of State*

<a href="#">Governing people</a>	<a href="#">Title</a>
DANIELS, SCOTT	Officer
GRELLNER, KEITH	Officer
PLEMMONS, SUZANNE	Officer
TURNER, SUSAN	Officer

## Registered Trade Names

<a href="#">Registered trade names</a>	<a href="#">Status</a>	<a href="#">First issued</a>
KITSAP PUBLIC HEALTH DISTRICT	Active	Nov-21-2011

The Business Lookup information is updated nightly. Search date and time: 1/30/2020 12:30:51 PM

1/29/2020

KITSAP PUBLIC HEALTH DISTRICT



## Contractors

### KITSAP PUBLIC HEALTH DISTRICT

Owner or tradesperson KEITH GRELLNER  
Doing business as  
**KITSAP PUBLIC HEALTH DISTRICT**

**345 6TH STR STE 300  
BREMERTON, WA 98337-1866**

WA UBI No.  
**601 139 034**

Governing persons  
**KEITH**

**GRELLNER  
SCOTT DANIELS;  
SCOTT LINDQUIST;  
SUZANNE PLEMMONS;**

### Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the [Oregon Bureau of Labor & Industries](#) or [Montana Department of Labor & Industry](#) to verify if this business has apprentices.

### Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID  
**320,175-00**

Account is current.

Doing business as  
**KITSAP PUBLIC HEALTH DISTRICT**  
Estimated workers reported  
**Quarter 3 of Year 2019 "76 to 100 Workers"**

L&I account contact  
**T3 / FEARAED FEROZE (360)902-4797 - Email: FERH235@lni.wa.gov**

### Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training— Effective July 1, 2019  
Needs to complete training.

Contractor Strikes  
No strikes have been issued against this contractor.

Contractors not allowed to bid  
No debarments have been issued against this contractor.

## RATE AGREEMENT

## LOCAL AGENCIES

LOCAL AGENCY: Kitsap Public Health District  
345 6<sup>th</sup> Street, Suite 300  
Bremerton, WA 98337

DATE: April 22, 2019

The indirect cost rates approved in this agreement are for use on sub grants, contracts and other agreements of Federal programs administered by the Washington State Department of Health, and other State Agencies, subject to the conditions contained in Section III.

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Section I: RATES

Indirect Cost Rates

Type	Effective Period		Rate	Location	Applicable To
	From	To			
<b>Predetermined</b>	1/1/2019	12/31/2019	37.38%	All	Admin and Facilities
			39.19%	All	Community Health Programs
			39.83	All	Environmental Health Programs

BASE:  
Modified Total Direct Cost

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SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

The fringe benefits are specifically identified to each employee and are charged individually as direct costs. The directly claimed fringe benefits are listed below.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

DEFINITION OF EQUIPMENT

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.

The following fringe benefits are treated as direct costs:

SOCIAL SECURITY, HEALTH INSURANCE, MEDICAL AID PLUS INDUSTRIAL INSURANCE, AND RETIREMENT.

NEXT PROPOSAL DUE DATE

A proposal for your plan starting 1/1/2020, will be due no later than 6/30/2019.

## SECTION II: GENERAL

**A. LIMITATIONS:**

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given subgrant, contract or other agreement only to the extent that funds are available. Acceptance of the rate is subject to the following conditions: (1) Only costs incurred by the agency or allocated to the agency by an approved cost allocation plan were included in its indirect cost pool as finally accepted; such costs are legal obligations of the agency and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs have not been claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the agency which was used to establish the rates is not later found to be materially incomplete or inaccurate.

**B. ACCOUNTING CHANGES:**

If a fixed or predetermined rate is in this Agreement, it is based on the accounting system purported by the agency to be in effect during the Agreement period. Changes to the method of accounting for costs that affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

**C. FIXED RATES:**

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

**D. USE BY OTHER AGENCIES:**

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The agency may provide copies of this Agreement to other State Agencies to give them early notification of this Agreement.

**E. OTHER:**

If any Federal contract, grant or other agreement is reimbursing indirect costs by a means other than the approved rate(s) in this Agreement, the agency should (1) credit such costs to the affected programs and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of indirect costs allocable to the programs.

BY THE ORGANIZATION

BY THE COGNIZANT AGENCY  
ON BEHALF OF THE FEDERAL GOVERNMENT

KITSAP PUBLIC HEALTH DISTRICT

WASHINGTON STATE DEPT OF HEALTH

(ORGANIZATION)

(Agency)

(Signature)

(Signature)

Keith Grellner

Toni Smith

(Name [Please print])

(Name [Please print])

Administrator (360) 728-2235

Director, Office of Accounting and Grants  
(360) 236-4535

(Title - Telephone Number)

(Title - Telephone Number)

4/24/2019

April 22, 2019

(Date)

(Date)



**INTERLOCAL AGREEMENT  
Agreement No. 20200401**

between

**OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION**

Old Capitol Building, P.O. Box 47200  
Olympia, WA 98504-7200

and

**KITSAP PUBLIC HEALTH DISTRICT**

345 6<sup>th</sup> Street, Suite 300  
Bremerton, WA 98337

Federal Identification #42-1689063

**THIS AGREEMENT** is made and entered into by and between the Kitsap Public Health District, hereinafter referred to as "Health District," and the Office of Superintendent of Public Instruction, hereinafter referred to as "OSPI."

**PURPOSE OF THIS AGREEMENT**

This Agreement is necessary for the successful implementation and operation of health and sanitation evaluations of food service management companies (vendors), sponsor food preparation facilities, and feeding sites operating under the U.S. Department of Agriculture (USDA) Summer Food Service Program (SFSP) during the summer of 2020 as required by 7 CFR Part 225 as a condition to the allocation and expenditure of USDA SFSP funding.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK**

The Health District shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth below:

In accordance with the applicable local Health District rules and regulations, the Health District agrees to perform periodic health and sanitation evaluations, as determined by the Health District in said Health District's jurisdiction. This shall include fifteen (15) health inspections.

Entities participating in the Summer Food Service Program will contact the Health District if they intend to operate the program this year. OSPI will provide the Health District with a list of approved sponsors no later than June 22, 2020. The Health District shall contact the sponsor(s) for feeding site and preparation locations prior to inspection. OSPI will report to the Health District any health-related problems discovered on routine visits conducted by site monitors for Health District follow-up, if necessary. The Health District shall submit copies of

the inspection(s) to both the sponsor and OSPI along with the invoice to OSPI by September 30, 2020.

## **PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on June 1, 2020 or date of execution, whichever is later, and be completed on September 30, 2020, unless terminated sooner as provided herein.

## **PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The parties have determined that the cost of accomplishing the work herein will not exceed a total of two thousand two hundred fifty dollars (\$2,250) unless the parties mutually agree to a higher amount. Compensation for services shall be based on the following rates:

- Fifteen (15) health inspections at a rate of one hundred fifty dollars (\$150) per inspection/evaluation.

Funds for the payment of this Contract are provided by federal program Summer Food Service Program (SFSP), Catalog of Federal Domestic Assistance, (CFDA) #10.559.

## **BILLING PROCEDURE**

The Health District shall submit invoices to the Superintendent's designee, Arianne McConchie, no later than September 30, 2020, for those inspections/evaluations actually performed for the SFSP. Invoices received after September 30, 2020 WILL NOT BE PAID. The invoice shall include the Agreement number and document to the Contract Manager's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) calendar days of the Contract Manager receiving and approving the invoice, payment will be mailed or electronically transferred to the Health District by Agency Financial Services, OSPI.

## **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.

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Health District certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Health District further certifies that they will ensure that potential subcontractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Health District may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration, and Washington State vendor debarment list.

## CONTRACT MANAGEMENT

The following shall be the contact person for all communications and billings regarding the performance of this Agreement.

<b>Kitsap Public Health District</b>	<b>OSPI</b>
Dayna Katula Contract Manager 345 6 <sup>th</sup> Street, Suite 300 Bremerton, WA 98337 Phone: (360) 728-2301 Fax: (360) 873-1379 Email: dayna.katula@kitsappublichealth.org	Arianne McConchie Community Nutrition Programs - Lead Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200 Phone: (360) 725-6201 Fax: (360) 664-9397 Email: arianne.mcconchie@k12.wa.us

## CREATIVE COMMONS ATTRIBUTION LICENSE

Health District understands that, except where otherwise agreed to in writing or approved by OSPI or the Contract Manager, all original works of authorship produced under this Agreement shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials Health District has adapted from others' existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under this Agreement, but that incorporate pre-existing materials not produced under this Agreement, Health District will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If Health District would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

Health District warrants and represents that Health District has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

## **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

## **GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable state and federal statutes and rules
- Statement of work
- Attachments – Attachment A Local Health Jurisdiction Intent to Contract
- Any other provisions of the Agreement, including materials incorporated by reference.

## **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.

## **RECORDS MAINTENANCE**

The parties to this Agreement 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 this Agreement will be retained for six (6) 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.



## **RESPONSIBILITIES OF THE PARTIES**

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a party to this Agreement.

## **RIGHTS IN DATA**

Copyright in all material created by Health District and paid for by OSPI as part of this Agreement shall be the property of the State of Washington. Both OSPI and Health District may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the State of Washington. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which Health District provides and uses to perform this Agreement but which is not created for or paid for by OSPI shall be owned by Health District or such other party as determined by Copyright Law and/or Health District's internal policies; however, for any such materials, Health District hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to OSPI to use the material for OSPI internal purposes.

## **SEVERABILITY**

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 this 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 provisions of this Agreement are declared to be severable.

## **SUBCONTRACTING**

Neither Health District nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of OSPI. Health District is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of Health District to OSPI for any breach in the performance of Health District duties. This clause does not include contracts of employment between Health District and personnel assigned to work under this Agreement.

If, at any time during the progress of the work, OSPI determines in its sole judgment that any subcontractor is incompetent, OSPI shall notify Health District, and Health District shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by OSPI of any subcontractor or the termination of a subcontractor shall not relieve Health District of any of its responsibilities under the Agreement, nor be the basis for additional charges to OSPI.

## **TERMINATION**

Either party may terminate this Agreement upon thirty (30) calendar 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 DUE TO FUNDING LIMITATIONS OR CONTRACT RENEGOTIATION, SUSPENSION**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion of this Agreement, with the notice specified below and without liability for damages:

- a. At OSPI's discretion, OSPI may give written notice of intent to renegotiate the Agreement under the revised funding conditions.
- b. At OSPI's discretion, OSPI may give written notice to Health District to suspend performance when OSPI determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Health District's performance to be resumed.
  - 1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - 2) When OSPI determines that the funding insufficiency is resolved, it will give Health District written notice to resume performance, and Health District shall resume performance.
  - 3) Upon the receipt of notice under b. (2), if Health District is unable to resume performance of this Agreement or if Health District's proposed resumption date is not acceptable to OSPI and an acceptable date cannot be negotiated, OSPI may terminate the Agreement by giving written notice to Health District. The parties agree that the Agreement will be terminated retroactive to the date of the notice of suspension. OSPI shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the retroactive date of termination.
- c. OSPI may immediately terminate this Agreement by providing written notice to Health District. The termination shall be effective on the date specified in the termination notice. OSPI shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. No penalty shall accrue to OSPI in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

## **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 fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **TERMINATION PROCEDURE**

Upon termination of this Agreement, OSPI, in addition to other rights provided in this Agreement, may require Health District to deliver to OSPI any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

OSPI shall pay to Health District the agreed upon price, if separately stated, for completed work and services accepted by OSPI and the amount agreed upon by Health District and OSPI for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by OSPI, and (d) the protection and preservation of the property, unless the termination is for cause, in which case OSPI shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Agreement. OSPI may withhold from any amounts due to Health District such sum as OSPI determines to be necessary to protect OSPI against potential loss or liability.

The rights and remedies of OSPI provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Agreement.

After receipt of a notice of termination, and except as otherwise directed by OSPI, Health District shall:

- a. Stop work under this Agreement on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;
- c. Assign to OSPI, in the manner, at the times, and to the extent directed by OSPI, all rights, title, and interest of Health District under the orders and subcontracts in which case OSPI has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of OSPI to the extent OSPI may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to OSPI and deliver, in the manner, at the times and to the extent as directed by OSPI, any property which, if the Agreement had been completed, would have been required to be furnished to OSPI;

- f. Complete performance of such part of the work not terminated by OSPI; and
- g. Take such action as may be necessary, or as OSPI may direct, for the protection and preservation of the property related to this Agreement which, in is in the possession of Health District and in which OSPI has or may acquire an interest.

## 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 this 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 this Agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

Kitsap Public Health District

Superintendent of Public Instruction  
State of Washington

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Kyla L. Moore, Contracts Administrator

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Who certifies that he/she is the entity identified herein, OR a person duly qualified and authorized to bind the entity so identified to the foregoing Agreement.

Approved as to FORM ONLY  
by the Assistant Attorney General