

**KITSAP PUBLIC HEALTH BOARD
AGENDA
Norm Dicks Government Center
October 1, 2013**

- | | | |
|------------|----|---|
| 11:20 a.m. | 1. | Minutes |
| 11:23 a.m. | 2. | Consent Items and Contract Updates: See Consent Agenda Summary |
| 11:25 a.m. | 3. | Public Comment |
| 11:30 a.m. | 4. | Directors Report:
a) 2012 State Auditor's Office Audit Report
b) Aspects of Homelessness in Kitsap County Fact Sheet
c) Needle Exchange Issues |

DISCUSSION ITEMS:

- | | | |
|------------|----|---|
| 11:50 a.m. | 5. | Update: Health Insurance and In-Person Assister Program |
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ACTION ITEMS:

- | | | |
|------------|----|---|
| 12:00 p.m. | 6. | Resolution 2013-05: Granting Authority to the Kitsap Public Health District to Audit and Approve Accounts Payable and Payroll Disbursements and Establishing Procedures for the Kitsap Public Health Board to Approve Disbursements in an Open Public Meeting |
| 12:05 p.m. | 7. | Resolution 2013-06: Approving a Memorandum of Understanding Between the Kitsap Public Health District and Professional and Technical Employees Local 17 |
| 12:10 p.m. | 8. | Resolution 2013-07: Approving Revisions to the Health District Personnel Manual |
| 12:20 p.m. | 9. | Adjourn |

Board Committee Meeting Reminders:

- Finance Committee: October 8, 9:00 – 10:30 a.m., NDGC Sinclair Room, 4th Floor
- Finance Committee: November 12, 9:00 – 10:30 a.m., NDGC Sinclair Room, 4th Floor
- Policy Committee: Not Yet Scheduled

KITSAP PUBLIC HEALTH BOARD
Regular Meeting
September 3, 2013

The meeting was called to order by Board Chair Commissioner Josh Brown at 11:22 a.m.

MINUTES

Mayor Patty Lent moved and Commissioner Rob Gelder seconded a motion to approve the minutes for the June 4, 2013, regular meeting. The motion was approved unanimously.

CONSENT AGENDA

The contracts on the consent agenda included:

- Contract 960, Amendments 9* and 10: Consolidated Contract
- Contract 1120, Amendment A*: Kitsap County, Surface and Stormwater Management
- Contract 1135*: Washington Health Benefit Exchange, In-Person Assister
- Contract 586, Amendment 2: Washington Department of Ecology, Sinclair Inlet Fecal Pollution Reduction Project
- Contract 620: Kitsap Conservation District, Sinclair Inlet Fecal Pollution Reduction Project
- Contract 1132 Washington Department of Ecology, Local Source Control
- Contract 1163: Washington Department of Ecology, Site Hazard Assessment

Contracts with an “*” were reviewed and verbally approved for signature by Board Chair, Commissioner Josh Brown on July 10, 2013, and included on the Consent Agenda to be affirmed by the Board today. There were no questions. Mayor Lent moved and Commissioner Gelder seconded a motion to approve the consent agenda. The motion was approved unanimously.

PUBLIC COMMENT

There was no public comment.

DIRECTOR’S REPORT

Dr. Scott Lindquist, Director of Health, introduced Ms. Meghan Johnson, a senior at Olympic High School, who interned this summer at the Health District. Lindquist explained that Ms. Johnson worked with the District’s staff epidemiologists, Siri Kushner and Beth Lipton, on a project focusing on the issue of teen suicide in Kitsap County. In her presentation, Johnson explained that the idea for the project came from the Board’s interest in the suicide ideation health indicator which was reviewed with the Board in June. Johnson used local data from the Healthy Youth Survey to develop a one-page summary infographic poster. She will use the poster in her senior culminating project at school this year to raise awareness of the issue of suicide and bullying.

Mayor Lent asked Johnson which data were most surprising to her; she replied that it was that students with A and B grades are more likely to consider suicide than students with lower grades. Commissioner Garrido asked why she thinks this is so; Johnson attributed this to the pressure to do well. Board Chair Commissioner Brown asked Johnson how she felt the Board could engage

on this issue. Johnson encouraged the Board to work actively with local schools on the issue of teen suicide focusing on risk factors such as bullying.

DOCUMENTS ENTERED INTO THE RECORD

Documents distributed at the meeting and entered into the record include the Kitsap Public Health District 2012 Annual Report which was distributed to all Board members present and the Kitsap County Teen Suicide Fact Sheet developed by Meghan Johnson.

CHRONIC DISEASE PREVENTION / COMMUNITY TRANSFORMATION GRANT UPDATE

Dr. Lindquist introduced Mr. Scott Daniels, Deputy Director, who updated the Board on the District's work on Chronic Disease Prevention. Daniels reminded the Board that the Kitsap Community Health Priorities (KCHP), the county's community health improvement plan, identified support for physical activity and healthy eating as top priorities to address the increasing incidence of chronic disease in Kitsap County. Daniels also noted that chronic disease prevention is a key component in the Health District's 2011-2021 Strategic Plan.

Daniels explained that the District's chronic disease prevention work is funded, in part, by a sub-recipient grant through the federal Community Transformation Grant (CTG) awarded to the Washington State Department of Health. Daniels outlined the District's chronic disease prevention work which focuses on improving the health of our community through 1) healthy eating, 2) tobacco-free living, and 3) active living with a review of CTG work for Year 2 of the grant (10/01/2012 – present), and an overview of the plans for Year 3.

The District's CTG healthy eating objective is to increase the availability of healthy foods and beverages in Kitsap County workplaces. To achieve this objective, the District has partnered with a community-wide obesity prevention initiative, "Ready, Set, Go! 5210 Kitsap". This initiative serves as a platform to help workplaces adopt healthy food and beverage practices. Year 2 included a successful "Ready, Set, Go! 5210 Kitsap" kickoff event in January 2013. Since the January kick-off, representatives from eight workplaces have participated in monthly 5210 Workplace Sector Workgroup meetings. As a result, seven workplaces have implemented 5210 healthy eating activities in their organizations. The Year 3 objective is to increase the number of participating workplaces.

The District's CTG tobacco-free living goal is to increase access to tobacco-free environments to protect people from secondhand smoke and to prevent and reduce tobacco use in Kitsap County. To achieve this objective, in Year 2, the District partnered with the Count on Kitsap to Reduce Substance Abuse Coalition's efforts to prevent substance abuse among youth, including tobacco. Count on Kitsap provided 10 smoke-free area signs to outdoor recreation venues interested in establishing smoke-free environments. In April 2013, the Kitsap Public Health Board adopted a revised Smoking in Public Places (SIPP) Ordinance to make it consistent with the State SIPP and included a clarification of the definition of "place of employment" to better protect workers. The Year 3 objective is to maintain existing partnerships and create new partnerships with community organizations and municipalities interested in establishing tobacco-free outdoor recreational venues.

The District's CTG active living goal is to increase support from the Board's jurisdictions to include language supporting healthy living in their comprehensive land use and transportation plans. To achieve this objective in Year 2, District staff made a presentation in April to the Bremerton Planning Commission on the intersection between chronic disease and land use and transportation planning and provided language to Kitsap County for the Health Benefits section of the County's draft Non-Motorized Facility Plan. In addition to receiving training from a neighboring County on their Healthy Community Planning Toolbox, which is designed to help planners integrate health concepts into planning documents, the District is also working with a planning consultant to complete reviews of Kitsap County's and the City of Port Orchard's comprehensive plans. A similar review of the City of Bremerton's comprehensive plan was completed in September 2012 and shared with City staff. The Year 3 objective will be to continue to 1) strengthen partnerships with Kitsap County and the Cities of Bremerton and Port Orchard, and community groups interested in promoting active living and healthy food access through land use and transportation plans; 2) develop recommended language in comprehensive land use planning documents; and 3) share planning tools and documents with planners and jurisdictions to strengthen health elements in comprehensive plans.

EXECUTIVE SESSION: PURSUANT TO RCW 42.30.110(g), REVIEW OF PERFORMANCE OF A PUBLIC EMPLOYEE

At 11:52 a.m., Board Chair Commissioner Brown announced that the Board would adjourn to Executive Session for about ten minutes pursuant to RCW 42.20.110(g) to review the performance of a public employee. At 12:02 p.m., Board Chair Brown announced that the Executive Session had ended and returned the meeting to public session.

CLOSED SESSION: PURSUANT TO 42.30.140(4)(b): DISCUSSION RELATING TO COLLECTIVE BARGAINING AND NEGOTIATION

At 12:02 p.m., Board Chair Commissioner Brown announced that the Board would adjourn to a Closed Session for about twenty minutes pursuant to RCW 42.30.140(b) to conduct a discussion relating to collective bargaining and negotiation. At 12:17 p.m., Board Chair Brown announced that the Closed Session had ended and returned the meeting to public session.

ADJOURN

There was no further business; the meeting was adjourned at 12:17 p.m.

Mayor Patty Lent, Vice-Chair
Kitsap Public Health Board

Scott W. Lindquist, MD, MPH
Director of Health

Board Members Present: *Commissioner Josh Brown; Commissioner Charlotte Garrido; Commissioner Rob Gelder; Mayor Patty Lent; Mayor Tim Matthes*

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Regular Meeting
September 3, 2013
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Board Members Absent: *Council Member Sarah Blossom; Mayor Becky Erickson*

Staff Present: *Jan Brower, Program Manager, Solid and Hazardous Waste and Septic System Complaint Response Program; Scott Daniels, Deputy Director; Yolanda Fong, Public Health Nurse, Advanced Practitioner, Chronic Disease Prevention; Keith Grellner, Director, Environmental Health; Heidi Hegtvedt, Intern, Chronic Disease Prevention; Leslie Hopkins, Management Analyst, Administration; Meghan Johnson, Intern, Assessment Program; Siri Kushner, Epidemiologist 2, Assessment Program; Scott Lindquist, Director of Health; Beth Lipton, Epidemiologist 2, Assessment Program; Maureen Murphy, Human Resources Manager; Susan Walther, Environmental Health Specialist 2, Pollution, Identification, and Protection Program; Stuart Whitford, Program Manager, Pollution, Identification, and Protection Program*

Public Present: None

**Kitsap Public Health District
Consent Agenda Agreement Summary
October 2013**

KPHD Contract Number	Their Contract Number	Name	Type of Agreement	Amount
1116	—	US Navy Community Medical Training - Resident	MOU	\$0
1153	G1400114	Washington Department of Ecology Coordinated Prevention Grant	Grant	\$132,822

MEMORANDUM OF UNDERSTANDING FOR NAVY TRAINEES
BETWEEN
NAVAL HOSPITAL
BREMERTON, WASHINGTON
AND
KITSAP PUBLIC HEALTH DISTRICT

Subj: MEMORANDUM OF UNDERSTANDING

Ref: (a) BUMEDINST 7050.3A

1. This Agreement is entered into by and between Naval Hospital Bremerton, hereafter referred to as "NAVHOSP Bremerton," and Kitsap Public Health District, 345 6th Ste 300, Bremerton, WA 98337 hereafter referred to as "training institution."

2. The administrators of the training institution have established an approved professional program that has been recognized, accredited or certified by the appropriate accrediting agencies, as applicable. The specific nature of this program is to train senior residents of NAVHOSP Bremerton, hereafter referred to as "the trainee," in public health services over a period of five (5) years from 01 September 2013 to 31 August 2018.

3. It is in the best interest of the U.S. Navy for its trainee to receive community medical experience from the training institution. This clinical experience is necessary to complete the training program and deemed invaluable to the educational preparation of Medical Department personnel of the U.S. Navy. It is to the benefit of the training institution to receive and use the trainees' clinical experience and performance.

4. The parties acknowledge and agree to the following:

a. While training at the training institution, the trainee will be under the supervision of facility officials for training purposes and will be subject to and required to abide by, all facility rules and applicable regulations, except where compliance would be inconsistent with Federal statute, regulation or any other law binding members of the U.S. Navy.

b. This program is not meant to and will not displace employees or impair existing contracts for services.

Subj: MEMORANDUM OF UNDERSTANDING

c. The number and assignment of trainees will be mutually agreed upon between NAVHOSP Bremerton and the training institution prior to the beginning of each training period. The training institution reserves the right to refuse acceptance of any trainee or bar any trainee when it is determined that further participation would not be in the best interest of the training institution.

d. The training institution will not use NAVHOSP Bremerton or the name of the trainee in any of their publicity or advertising media. However, the existence and scope of the program may be made known.

e. There will be no training expense incurred by the U.S. Navy as a result of this Agreement, with the exception of necessary tuition and fees, as applicable. Additionally, the trainee assigned under this MOU receives compensation from the U.S. Navy only, and is prohibited from receiving compensation, in any form, from the training institution or any other source.

f. In the event that training institution policy requires that trainees in the same or similar programs are individually responsible for financing the cost of meetings, courses, or travel to certain clinical or non-clinical rotations, trainees may request funding from appropriate military sources via their administrative chain of command. Only those meetings, courses, or certain clinical or non-clinical rotations required and necessary for the trainee to satisfactorily complete the program will be considered.

g. It is understood and agreed that the training institution may generate bills for services rendered by the trainee. Proceeds from these bills will become the exclusive property of the training institution, and the U.S. Navy shall have no right to claims to such proceeds. Notwithstanding the above, as required by 32 Code of Federal Regulations (CFR) §199.6(a)(3), the training institution cannot bill under the TRICARE Program for the services rendered by a U.S. Navy trainee.

h. The trainee affected by this Agreement, assigned to the training institution, under orders issued by the U.S. Navy, remains an employee of the United States and performs duties within the course and scope of the Federal employment.

Subj: MEMORANDUM OF UNDERSTANDING

Consequently, the provisions of the Federal Tort Claims Act (title 28, USC, sections 1346(b), 2671-2680), including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions of the trainee while acting within the scope of duties pursuant to this Agreement.

i. The parties understand and agree that consistent with the Federal statute and the Federal Acquisition Regulation (FAR), the U.S. Navy trainee performing under this Agreement is not required to satisfy the State of the training institution's temporary or permanent licensure requirements. Under the provision of 10 USC §§1094(d)(1) and (2), the U.S. Navy trainee has portability of his or her healthcare professional licenses.

(1) Specifically, 10 USC §§1094(d)(1) and (2) provide:

(a) Notwithstanding any law regarding the licensure of a U.S. Navy trainee, a health care professional described in paragraph (2), may practice the health profession or professions of the health care professional in any state, District of Columbia, or a Commonwealth, territory, or possession of the U.S., regardless of whether the practice occurs in a health care facility of the Department of Defense (DOD), a civilian facility affiliated with the DOD, or any other location authorized by the Secretary of Defense.

(b) A health care professional referred to in paragraph (1) is a member of the Armed Forces who:

1. Has a current license to practice medicine, osteopathic medicine, dentistry, or another health profession.

2. Is performing authorized duties for the DOD.

(2) NAVHOSP Bremerton, in accordance with the requirements of 10 USC §§1094(4)(d)(1) and (2), authorizes the training location and duties of the U.S. Navy trainee at Kitsap County Health District, as he or she will be performing his or her duties under military orders issued by the U.S. Navy.

j. Health Information Privacy. Pursuant to DOD Instruction 6025.18, Privacy of Individually Identifiable Health Information in DOD Health Care Programs, December 19, 2002, DOD 6025.18-R, and 45 CFR Parts 160 and 164, the parties agree to enter into a

Subj: MEMORANDUM OF UNDERSTANDING

Business Associate Agreement, attached as Appendix A to this Agreement.

5. Affiliating Institution's Responsibilities. In addition to other provisions in this Agreement, the training institution specifically agrees to:

a. Make available the clinical and related facilities needed for training.

b. Arrange schedules that will not conflict with other education programs.

c. Designate an official to coordinate trainee's clinical learning experiences. This will involve planning with faculty or staff members for the assignment of the trainee to specific clinical cases and experiences, including attendance at selected conferences, courses, and programs conducted under the direction of the training institution.

d. Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating trainee.

e. Grant U.S. Navy trainee the same administrative privileges typically enjoyed by the training institution's non-military trainees.

f. Permit, on reasonable request, the inspection of clinical and related facilities by government agencies or other agencies charged with the responsibility for accreditation of the U.S. Navy's educational programs.

g. Provide emergency medical and dental treatment to the trainee while at the training institution for training. The reasonable cost of such treatment will be paid for by the U.S. Navy.

h. Provide professional liability (malpractice) coverage in amounts that are reasonable and customary in the community for the appropriate specialty, covering liability for personal injury and property damage, including legal representation and expense of defense of any such liability claims, actions or litigation resulting from participation by the trainee or

Subj: MEMORANDUM OF UNDERSTANDING

faculty under this Agreement. This coverage may come from any source but shall clearly cover the trainee while participating under this Agreement and while acting under the control of the training institution and its employees. The training institution agrees that if it intends to change such liability coverage during the tenure of this Agreement in a way that will affect the protection provided to the trainee, then the training institution will notify NAVHOSP Bremerton in writing, at least 45 days prior to the effective date of the change, specifying the change intended to be made. The training institution must provide documentary proof of the insurance coverage and such documentary proof will be attached to this Agreement.

i. The training institution further agrees not to seek indemnification from either the United States, the U.S. Navy or the trainee for any settlement, verdict or judgment resulting from any claim or lawsuit arising out of the performance of the trainees professional duties while acting under the control of the training institution and its employees.

j. Furnish an annual written report evaluating trainee performance. Reports shall be directed to NAVHOSP Bremerton, One Boone Road, Bremerton, WA 98312-1898.

6. U.S. Navy Responsibilities. In addition to other provisions of this Agreement, NAVHOSP Bremerton specifically agrees to:

a. Ensure compliance with all training institution's rules and applicable instructions that are not inconsistent with Federal statutes, regulations or other law binding on the U.S. Navy.

b. The U.S. Navy shall be responsible for the health care and other medical examinations and protective measures necessary for its trainee.

c. Prohibit the trainee from publishing any materials developed as a result of the training experience that have not been approved for release, in writing, by NAVHOSP Bremerton and the training institution.

7. It is expressly agreed that this written statement embodies the entire Agreement of the parties regarding this affiliation,

Subj: MEMORANDUM OF UNDERSTANDING

and no other agreements exist between the parties except as herein expressly set forth. Any changes or modifications to this Agreement must be in writing and be signed by both parties.

8. It is understood that the Chief, Bureau of Medicine and Surgery will have the right to terminate this Affiliation Agreement without notice at any time, if determined necessary to be in the interests of the Navy's mission requirements.

9. The terms of this Agreement will commence as of the date signed by both parties, and will continue until completion of training or until terminated by either party. Termination by either party will require written notification be sent by registered mail 30 days prior to the termination date.

Date

C. S. QUARLES, CAPTAIN, MC, USN
Commanding Officer

Date

SCOTT W. LINDQUIST, MD, MPH
Director of Health

NAVHOSP Bremerton Point of Contact
Ms. Tina Eiden
(360) 475-4410

APPENDIX A

PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

1. Definitions. As used in this Appendix:

a. Business Associate has the same meaning as the term "Business Associate" in 45 CFR 160.103.

b. Covered Entity has the same meaning as the term "Covered Entity" in 45 CFR 160.103.

c. Individual has the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

d. Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

e. Protected Health Information has the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by The Business Associate from or on behalf of The Covered Entity.

f. Required by Law has the same meaning as the term "required by law" in 45 CFR 164.501.

g. Secretary means the Secretary of the Department of Health and Human Services or his or her designee.

2. Terms used, but not otherwise defined, in this Training Affiliation Agreement (TAA) shall have the same meaning as those terms in 45 CFR in 160.103 and 164.501.

3. We have determined that both parties serve as employer and supervising institutions in this MOU. Consequently, in this MOU, both the employer institution and the supervising institution are Covered Entities as defined above; likewise, both the employer institution and the supervising institution are Business Associates as defined above.

4. The Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this TAA or as Required by Law.

5. The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this TAA.

6. The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of the TAA.

7. The Business Associate agrees to report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by this TAA.

8. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity agrees to the same restrictions and conditions that apply through this TAA to the Business Associate with respect to such information.

9. The Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity to Protected Health Information in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

10. The Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

11. The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Entity, available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

12. The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

13. The Business Associate agrees to provide to the Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with this Appendix of the TAA, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

14. General Use and Disclosure Provisions. Except as otherwise limited in this TAA, the Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, the Covered Entity for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the DOD Health Information Privacy Regulation if done by the Covered Entity (If "None" so state. Purposes that may be included are):

- a. When required by law or government regulation.
- b. About victims of abuse or neglect.
- c. For health oversight activities authorized by law.
- d. For judicial or administrative proceedings.
- e. For law enforcement purposes.
- f. Concerning decedents in limited circumstances.
- g. For cadaveric organ, eye, or tissue donation purposes.
- h. For research involving minimal risk.
- i. To avert a serious threat to health or safety.
- j. For specialized government functions, including certain activities relating to Armed Forces personnel.
- k. For workers' compensation programs.

15. Specific Use and Disclosure Provisions

a. Except as otherwise limited in this TAA, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

b. Except as otherwise limited in this TAA, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in the confidentiality of the information has been breached.

c. Except as otherwise limited in this TAA, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 CFR 164.504(e) (2) (i) (B).

d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

16. Obligations of the Covered Entity. Provisions for the Covered Entity to Inform the Business Associate of Privacy Practices and Restrictions.

a. Upon request the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

b. The Covered Entity shall provide the Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Business Associate's permitted or required uses and disclosures.

c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR 164.522.

17. Permissible Requests by the Covered Entity. The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except for providing Data Aggregation services to the Covered Entity and for management and administrative activities of the Business Associate as otherwise permitted by this Appendix.

18. Termination

a. Termination. A breach by the Business Associate of this Appendix may subject the Business Associate to termination under any applicable default or termination provision of this Agreement.

b. Effect of Termination

(1) If this TAA has records management requirements, the records subject to the Appendix should be handled in accordance with the records management requirements. If this TAA does not have records management requirements, the records should be handled in accordance with paragraphs 18B(2) and 18B(3) below.

(2) If this TAA does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this TAA, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.

(3) If this TAA does not have records management provisions and the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction

infeasible. Upon mutual agreement of the Covered Entity and the Business Associate that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this TAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

19. Miscellaneous

a. Regulatory References. A reference in this Appendix to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

b. Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Appendix shall survive the termination of this TAA.

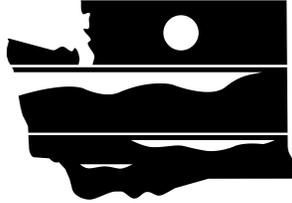
c. Interpretation. Any ambiguity in this Appendix shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Rule.

Date

C. S. QUARLES, CAPTAIN, MC, USN
Commanding Officer

Date

SCOTT W. LINDQUIST, MD, MPH
Director of Health



DEPARTMENT OF
ECOLOGY
State of Washington

COORDINATED PREVENTION GRANT (CPG) AGREEMENT

BETWEEN THE

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

KITSAP PUBLIC HEALTH DISTRICT

Grant No. G1400114

This is a binding agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as the "DEPARTMENT" or as "ECOLOGY" and the Kitsap Public Health District, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

JURISDICTION: Kitsap Public Health District
MAILING ADDRESS: 345 6th Street, Suite 300
CITY, STATE, ZIP: Bremerton, WA 98337-1866

RECIPIENT GRANT COORDINATOR: Jan Brower R.S.
TELEPHONE: (360) 337-5672
E-MAIL: jan.brower@kitsappublichealth.org

RECIPIENT BILLING/INVOICE COORDINATOR: Kelly Evans
TELEPHONE: (360) 337-5214
E-MAIL: kelly.evans@kitsappublichealth.org

ECOLOGY: Taisa Welhasch
TELEPHONE: (425) 649-7266
E-MAIL: taisa.welhasch@ecy.wa.gov

FUNDING SOURCE: Local Toxics Control Account
MAXIMUM ELIGIBLE COST: \$206,320
STATE GRANT SHARE: \$154,740
LOCAL SHARE: \$51,580
STATE MAXIMUM GRANT PERCENT: 75 %
FEDERAL TAX IDENTIFICATION NO.: 42-1689063

EFFECTIVE DATE OF THE AGREEMENT: 07-01-2013
EXPIRATION DATE OF THE AGREEMENT: 06-30-2015

PART 1: SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT'S activities to be performed under this agreement. Costs are limited to those approved by ECOLOGY as outlined in the current scope of work and budget. The RECIPIENT must complete all deliverables by the expiration date of this agreement, including delivery of purchases, unless otherwise stated in the scope of work or approved by ECOLOGY in writing.

Note: The term "task" as used in this agreement is interchangeable with the term "project" as used on the online Solid Waste Information Clearinghouse and "element" as used on payment request forms.

The "Maximum Eligible Cost" is the maximum amount of eligible costs incurred by a RECIPIENT that ECOLOGY can reimburse at a rate of 75 percent under this grant.

RECIPIENT shall identify the work plan and activities by "Quarter." A quarter is defined by calendar year and begins with the first three months of the grant period. The RECIPIENT may negotiate changes to the work plan with ECOLOGY. ECOLOGY shall document mutually agreed changes to the plan in writing.

Expenses relating to the collection and recycling of mercury containing lights shall be eligible for CPG reimbursement until such time that the Mercury Light Recycling program is fully implemented or the grant agreement expires, whichever is the earliest date.

CATEGORY: SOLID WASTE ENFORCEMENT

1. SOLID WASTE ENFORCEMENT

Task Coordinator – Jan Brower R.S., (350) 337-5672

ACTIVITY 1 – SOLID WASTE INVESTIGATION, ASSISTANCE & ENFORCEMENT

Maximum Eligible Task Cost: \$193,120

Task Description: The RECIPIENT will investigate illegal dumping and improper solid waste handling complaints. The RECIPIENT will provide immediate response to public inquiries/complaints; conduct complaint investigations; enforce regulations by issuing Notices and Orders to Correct Violations (NOCVs), civil infractions, and other remedies provided for under regulation; issue junk vehicle affidavits, and clean-up vouchers as appropriate; respond to reports of illegally dumped hazardous materials/wastes; and maintain complaint database to track progress of complaints and materials properly handled through abatement. Initial contact will be made within 5 days of a complaint. Tickets will be issued for illegal dumping when identification is present, for repeat violations and for failure to correct solid waste violations as ordered. Chronic solid waste sites will be referred to the Kitsap Nuisance Abatement Team for action. Assistance will be provided to innocent landowners to clean-up illegal dumpsites through issuing solid waste vouchers (vouchers not funded through CPG). Legal expenses related to solid waste enforcement may be allowable with prior written approval from ECOLOGY.

The RECIPIENT staff may participate in trainings, workshops and or affiliations in order to stay current with emerging solid waste issues. The cost of memberships in civic, business, technical and professional organizations are allowed to the extent they are covered in the overhead rate. If the RECIPIENT does not charge overhead to this task, it may direct bill for memberships pre-approved by ECOLOGY. This task includes routine expenses associated directly with solid waste complaint investigation and enforcement including gloves, tyvek, boots, evidence bags, field computers, signage, ticket books, cameras, and fleet vehicle expenses.

Goal Statement: The goal of this task is to minimize adverse impacts of illegal dumping and improper management of solid waste by Kitsap County residents through complaint response and enforcement.

Outcome Statement: Over the two-year grant period, the RECIPIENT expects to investigate and resolve approximately 1,000 solid waste complaints or concerns, and expects to assist in the proper handling of approximately 200 junk or nuisance vehicles.

Work Plan, Deliverables and Timeline :

<u>GRANT- YEAR 1</u>		<u>GRANT- YEAR 2</u>	
Jul- Sep	Print and distribute solid waste brochures. Respond to and abate incoming complaints, and conduct enforcement as necessary. Attend scheduled interagency meetings related to solid and hazardous wastes. Update and revise policies, procedures and regulations as needed.	Jul- Sep	Ongoing
Oct- Dec	Ongoing	Oct- Dec	Ongoing
Jan-Mar	Ongoing	Jan-Mar	Ongoing
Apr -Jun	Ongoing	Apr -Jun	Ongoing

Method of Evaluation: The RECIPIENT will track and report complaints received/abated, enforcement actions taken, tickets issued, court appearances, fines collected, and waste properly managed as a result of enforcement actions.

2. SOLID WASTE ENFORCEMENT

Task Coordinator – Jan Brower R.S., (350) 337-5672

ACTIVITY 2 – POLICY, REGULATION & INTERAGENCY COORDINATION

Maximum Eligible Task Cost: \$13,200

Task Description: The RECIPIENT will develop and implement solid waste policies and regulations, and coordinate solid waste enforcement activities with jurisdictional code enforcement officers, jurisdictional planning authorities, other health districts, Kitsap County Public Works (KCPW), Kitsap Nuisance Abatement Team (KNAT), Ecology, and Solid Waste Advisory Committee (SWAC). This includes attending meetings on solid waste policy, regulation, and enforcement such as:

1. Quad County Solid Waste Group (Quarterly)
2. Statewide MRW Coordinators (Annually)
3. Westside Solid Waste Managers (Annually)
4. SWAC (8/year)
5. KNAT (Quarterly)

The RECIPIENT will meet with local code enforcement officers (as needed) and may also provide input to other agencies on solid waste requirements which may apply to projects and plans including but not limited to Site Development Activity Permits, and Land use Applications.

Goal Statement: The goal of this task is to promote compliance with and consideration of solid waste regulations through interagency coordination and cooperation, participating in intergovernmental committees and groups responsible for influencing solid waste policy and regulation.

Outcome Statement: Over the two year grant period, the RECIPIENT will attend/participate in interagency and interdepartmental meetings to promote proper solid waste management and will develop effective working relationships, maximize efficiencies, and minimize duplication of resources among agencies having jurisdiction over solid and hazardous waste management regulatory issues, including jurisdictional code enforcement agencies, KCPW, animal control, law enforcement, fire districts, PSCAA, SSWM, and Ecology.

Work Plan, Deliverables and Timeline :

<u>GRANT- YEAR 1</u>		<u>GRANT- YEAR 2</u>	
Jul- Sep	Develop and implement solid waste policies, procedures, and regulations and coordinate solid waste enforcement activities with other stakeholders. Attend	Jul- Sep	Ongoing

	scheduled meetings as required. Track and report meetings attended, and plans reviewed.		
Oct- Dec	Ongoing	Oct- Dec	Ongoing
Jan-Mar	Ongoing	Jan-Mar	Ongoing
Apr -Jun	Ongoing	Apr -Jun	Ongoing

Method of Evaluation: The RECIPIENT will track and report meetings attended; plans, policies, and ordinances reviewed; trainings attended. The RECIPIENT will provide ECOLOGY copies of policies, procedures, and regulations adopted.

PART 2: BUDGET

Budget Information by CATEGORY/TASK	Maximum Eligible Cost	State Grant Share
CATEGORY: SOLID WASTE ENFORCEMENT	\$ 206,320	\$ 154,740
1. Solid Waste Enforcement	\$ 193,120	\$ 144,840
2. Solid Waste Enforcement	\$ 13,200	\$ 9,900

TOTAL GRANT BUDGET	
TOTAL MAXIMUM ELIGIBLE COST	\$ 206,320
STATE GRANT SHARE (75%)	\$ 154,740
LOCAL CASH MATCH (25%)	\$ 51,580
INTERLOCAL COSTS (0 %)	\$ - 0 -

PART 3: BUDGET CONDITIONS

- A. ECOLOGY requires the RECIPIENT to provide a match of 25 percent of the maximum eligible cost with cash or interlocal costs. Interlocal costs are the only type of in-kind contributions the RECIPIENT may use as match.

- B. If parties are contributing to the local share of task costs (match) through interlocal-in kind contributions, the RECIPIENT shall negotiate a memorandum of understanding or other written agreement confirming the contribution between the parties. These agreements shall specify the exact work to be accomplished and be signed by all parties contributing to the local match of this task. Copies of these agreements shall be made part of the RECIPIENT'S grant file and submitted to ECOLOGY.
- C. Overhead/Indirect is eligible at a rate up to 25 percent of staff salaries and benefits for actual time spent on tasks outlined in this agreement. Salaries and benefits to administer the grant agreement are eligible (excluding time spent to write a CPG grant application).
- D. RECIPIENT must submit a written request to ECOLOGY to amend budgets between grant tasks, to modify a scope of work, or for a budget increase or decrease. To increase or decrease the agreement's total maximum eligible cost or change the scope of work for any tasks as outlined in this grant agreement, ECOLOGY requires a formal amendment.
- E. The RECIPIENT must provide ECOLOGY with an updated Spending Plan when requested by ECOLOGY.
- F. Any work performed or costs incurred prior to the effective date or after the expiration date of this agreement will be at the sole expense of the RECIPIENT.

PART 4: SPECIAL TERMS AND CONDITIONS

A. BILLING

- 1. Unless otherwise approved in writing by ECOLOGY, the RECIPIENT shall submit a payment request to ECOLOGY at least quarterly (by calendar year), but no more often than once per month.
- 2. RECIPIENT must submit payment requests on approved State Invoice Voucher forms: A19-1A, B1/B2, C1/C2. Until there is a change in program policy, the recipient must submit an A19-1A with an original signature in blue ink, signed by an authorized person. The B2 and C2 forms are acceptable in electronic format. The RECIPIENT must also include all backup documentation to support costs itemized on Form C1/C2. The budget is organized by task and therefore, the RECIPIENT shall itemize costs by task on Form C1/C2 and Form B1/B2. Forms B1 and C1 are used only when interlocal costs are used towards the 25% match.
- 3. Any income directly generated as a result of the activities funded by this grant shall be reported as a credit against the expenses of that activity, as defined by ECOLOGY'S *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18.
- 4. RECIPIENT shall submit supporting documents with each payment request. This includes copies of invoices, purchase receipts, payroll records, time and attendance records, grant award documents, and any document deemed relevant by ECOLOGY to establish the approval of an expense listed on Form C1/C2. Documentation shall be clear and legible and organized by task in the order in which it is itemized on Form C1/C2.

5. RECIPIENT shall maintain grant related material and supporting documents including invoice vouchers sent to ECOLOGY in a common file. The RECIPIENT shall keep all supporting documents for audit purposes for at least three years from the date the agreement is closed by ECOLOGY.

B. REPORTING

1. Progress reports must be submitted through the web-based database, the Solid Waste Information Clearinghouse. The RECIPIENT must submit a progress report with each payment request. If a quarterly payment request is not submitted, the RECIPIENT is still required to submit a progress report for that quarter. Reporting on regular solid waste enforcement work is provided through a series of data fields; reporting on a special task requires a separate report. Reports shall include information that supports incurred costs identified on the corresponding C1 or C2 of the payment request. Special task reports will provide a brief update in support of the outcomes and or method of evaluation in the grant agreement.
 - a) A Final Performance Analysis (FPA) report is required for each special task in a *Solid Waste Enforcement* grant before ECOLOGY can process a final payment request.

C. COMPENSATION

Payment to RECIPIENT will be issued through Washington State's Department of Enterprise Services (DES). DES maintains a central vendor file for Washington state agency use to process vendor payments. This allows vendors to receive payments from all participating state agencies. RECIPIENTS must register as a state-wide vendor (SWV) by submitting a state-wide vendor registration form and an IRS W-9 form http://www.ofm.wa.gov/isd/vendors/payee_registration.doc to DES. If you have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 664-7779 or email to payeehelpdesk@ofm.wa.gov.

D. TRAINING

RECIPIENT is expected to participate in any ECOLOGY recommended trainings related to managing a CPG agreement when feasible unless exempted by ECOLOGY in writing.

E. PROCUREMENT AND CONTRACTS

1. RECIPIENT must follow local procurement procedures or current state procurement procedures, whichever is stricter. A RECIPIENT with no formal procurement procedures must certify that they have complied with the "Standards for Competitive Solicitation" found in Part V of the *Administrative Requirements for Recipients of Ecology Grants and Loans – Yellow Book*, Ecology Publication #91-18.
2. Upon issuance, the RECIPIENT may submit a copy of all requests for qualifications (RFQs), requests for proposals (RFPs), and bid documents relating to this grant agreement to ECOLOGY to be placed in the file.
3. Prior to contract execution, the RECIPIENT may submit all draft documents and a copy of the draft proposed contract to ECOLOGY for review. The RECIPIENT assumes any risks associated with the failure to consult with the regional Ecology officer. Following the contract execution, the RECIPIENT shall submit a copy of the final contract to ECOLOGY's assigned officer to be placed in the file.

4. Unless a specific purchase of equipment or real property is already written into a task's scope of work, the RECIPIENT must submit a written request to ECOLOGY to purchase any equipment or real property (Property) with a single unit purchase price of \$5,000 or more. The request must include the justification for the purchase of the property, the total cost, the intended use, and the anticipated useful life of the property. The request must be approved in writing by ECOLOGY prior to the purchase.

USE OF EXISTING CONTRACTS

RECIPIENT may use existing contracts that conform to local adopted procurement procedures and applicable state laws. The RECIPIENT shall notify ECOLOGY if intending to use contracts entered into prior to the execution of the grant agreement for performance of grant-funded activities. The RECIPIENT shall submit a copy of the contract to its assigned ECOLOGY officer to be placed in the file. The grant eligibility of products or services secured by the RECIPIENT under existing contracts used to perform the scope of work in this agreement must be deemed allowable and reasonable by ECOLOGY prior to cost reimbursement.

F. PROPERTY AND EQUIPMENT MANAGEMENT AND DISPOSITION

For equipment or property purchased with a cost of at least \$5,000 per unit or functional system, the RECIPIENT must utilize an inventory control system, including physical inventory to document the ongoing use, a description of the item (including serial or vehicle identification number (VIN when possible) and location. The information shall be submitted to ECOLOGY upon request until final disposition is made. The RECIPIENT shall investigate, document, and report to ECOLOGY any loss, theft or damage upon discovery of such conditions. The RECIPIENT will follow manufacturer recommended maintenance procedures to keep the property in good operating condition.

RECIPIENT shall submit a written request to ECOLOGY for any intent to change the use of the equipment as outlined in this grant agreement, including uses past the expiration date of this agreement. Disposition of the equipment shall be determined by ECOLOGY and documented in writing. A copy of the determination will be provided to the RECIPIENT upon ECOLOGY's closure of the grant agreement unless already identified in the task's scope of work.

- If the equipment is necessary for the continued operation of the project or other projects administered through ECOLOGY, Ecology may instruct the recipient to retain the equipment with no further compensation to ECOLOGY.
- If the project has no further significant use for the equipment, Ecology may instruct the recipient to retain or sell the equipment and pay ECOLOGY an amount equal to ECOLOGY's share of the current fair market value, sale proceeds or other price agreed upon by Ecology.
- The Ecology may instruct the recipient to transfer title to ECOLOGY or to a third party named by ECOLOGY who is eligible under existing statutes

G. ALL WRITINGS CONTAINED HEREIN

This Agreement, including the appended "General Terms and Conditions," current cycle Program Guidelines – Coordinated Prevention Grants

APPENDIX A

PART 5: GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements of the Department of Ecology, SS-010 Rev. 04/04

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.

3. Wages and Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a

statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Recipients of Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5 herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g. recycled paper). For more information, see www.ecy.wa.gov/sustainability.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT

shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. 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, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

New or Renewed Contracts for the Period of 08/01/2013 through 08/31/2013

KPHD Contract ID	KPHD Program	Contract Type	Contract Length	Payment Schedule	Contract Amount	Signed Date	Start Date	End Date	Client Contract ID
Active (7 contracts)									
Champ Software, Inc.									
ID: 1159	Community Health, Suzanne Plemmons	Amendment	Open Ended	Actual	\$57,170.00	08/10/13	11/01/05		
<i>Description: Business Associate Agreement: Software License Agreement.</i>									
Kitsap County SSWM									
ID: 1152	PIC, Stuart Whitford	Amendment	Closed		\$974,000.00	08/26/13	01/01/13	12/31/13	KC-495-12
<i>Description: Amendment 1: Surface and Stormwater Management</i>									
Kitsap Mental Health									
ID: 1161	Parent/Child Health, Suzanne Plemmons	Amendment	Open Ended	Hourly		08/10/13	11/29/11		
<i>Description: Business Associate Agreement: Social Worker Supervision</i>									
Public Health - Seattle & King County									
ID: 1162	Clinical Services, Kerry Dobbelaere	Agreement	Closed	Monthly	\$6,745.00	08/13/13	07/01/13	06/30/14	PREV 3162
<i>Description: BCCHP</i>									
Technical Difference, Inc.									
ID: 1157	Administration, Maureen Murphy	Agreement	Auto Renew		\$4,631.75	08/02/13	08/02/13		
<i>Description: Human Resources Software License</i>									
Washington State University									
ID: 1154	Clinical Services, Suzanne Plemmons	Agreement	Open Ended			08/19/13	08/19/13		6408
<i>Description: Student Learning Affiliation</i>									
WCIF (Washington Counties Insurance Fund)									
ID: 1160	Administration, Scott Daniels	Amendment	Open Ended			08/10/13	02/01/01		
<i>Description: Business Associate Agreement: WCIF</i>									

Washington State Auditor's Office
Accountability Audit Report

Kitsap Public Health District
Kitsap County

Report Date
July 31, 2013

Report No. 1010378

Issue Date
September 9, 2013



WASHINGTON
TROY KELLEY
STATE AUDITOR



**Washington State Auditor
Troy Kelley**

September 9, 2013

Board of Health
Kitsap Public Health District
Bremerton, Washington

Report on Accountability

We appreciate the opportunity to work in cooperation with your District to promote accountability, integrity and openness in government. The State Auditor's Office takes seriously our role to advocate for government accountability and transparency and to promote positive change.

Please find attached our report on the Kitsap Public Health District's accountability and compliance with state laws and regulations and its own policies and procedures. Thank you for working with us to ensure the efficient and effective use of public resources.

Sincerely,

TROY KELLEY
STATE AUDITOR

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**Kitsap Public Health District
Kitsap County
July 31, 2013**

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Audit Summary

Kitsap Public Health District Kitsap County July 31, 2013

ABOUT THE AUDIT

This report contains the results of our independent accountability audit of the Kitsap Public Health District from January 1, 2012 through December 31, 2012.

We evaluated internal controls and performed audit procedures on the activities of the District. We also determined whether the District complied with state laws and regulations and its own policies and procedures.

In keeping with general auditing practices, we do not examine every transaction, activity or area. Instead, the areas examined were those representing the highest risk of noncompliance, misappropriation or misuse. The following areas were examined during this audit period:

- Cash receipting
- Petty cash
- Open public meeting minutes
- Procurement (purchases)
- Payroll/personnel

RESULTS

In the areas we examined, the District's internal controls were adequate to safeguard public assets. The District also complied with state laws and regulations and its own policies and procedures in the areas we examined.

Related Reports

**Kitsap Public Health District
Kitsap County
July 31, 2013**

FINANCIAL

Our opinion on the District's financial statements and compliance with federal grant program requirements is provided in a separate report, which includes the District's financial statements.

FEDERAL GRANT PROGRAMS

We evaluated internal controls and tested compliance with the federal program requirements, as applicable, for the District's major federal programs, which are listed in the Federal Summary section of the financial statement and single audit report.

Description of the District

Kitsap Public Health District Kitsap County July 31, 2013

ABOUT THE DISTRICT

The Kitsap Public Health District was organized in 1943 to protect and promote the health of Kitsap County residents by monitoring, preventing and controlling disease, injury, disability and premature death. The District has three major divisions: Community Health, Environmental Health and Administrative Services, which includes Health Information Resources. According to the U.S. Census Bureau, in 2010 the District provided services to approximately 251,133 county residents. The District provides essential services to individuals, families and the population at large.

The Community Health Division consists of three major programs: Clinical Services, which includes Communicable Disease Prevention, Family Planning, HIV/AIDS and other subprograms, Parent Child Health and Juvenile Detention Adolescent Health. The Environmental Health Division consists of five major programs: Drinking Water, Food Safety and Living Environment, Onsite Sewage, Pollution Identification and Correction and Solid and Hazardous Waste. The Administrative Services Division provides human resources, finance and accounting, information technology, administrative support staff, and facilities management. Administrative Services also includes the Health Information Resources section, which includes the emergency preparedness and response program, epidemiology and community assessment program, health promotion and education program, the Communications Department and the Quality Improvement and Performance Reporting Department.

A seven-member Board of Health governs the District. The Board is composed of the three County Commissioners and the mayors from Kitsap County's four municipalities, or their delegated alternates. In 2012 the District had approximately 97 employees. For fiscal year 2012, the District operated on a budget of approximately \$8.9 million.

ELECTED OFFICIALS

These officials served during the audit period:

Board of Health:

Kitsap County Commissioners:

Charlotte Garrido
Robert Gelder
Josh Brown
Sarah Blossom
Becky Erickson
Patty Lent
Tim Matthes

Bainbridge Island Council
Poulsbo Mayor
Bremerton Mayor
Port Orchard Mayor

DISTRICT CONTACT INFORMATION

Address: Kitsap Public Health District
345 Sixth Street, Suite 300
Bremerton, WA 98337

Phone: (360) 337-5283

Website: kitsappublichealth.org

AUDIT HISTORY

We audit the District annually. Management has been responsive to prior audit recommendations.

The District had two findings in the past 19 years and was responsive in addressing each issue. We believe this reflects the District's desire and commitment to maintain a strong financial and accountability system.



ABOUT THE STATE AUDITOR'S OFFICE

The State Auditor's Office is established in the state's Constitution and is part of the executive branch of state government. The State Auditor is elected by the citizens of Washington and serves four-year terms.

Our mission is to work with our audit clients and citizens as an advocate for government accountability. As an elected agency, the State Auditor's Office has the independence necessary to objectively perform audits and investigations. Our audits are designed to comply with professional standards as well as to satisfy the requirements of federal, state, and local laws.

The State Auditor's Office employees are located around the state to deliver services effectively and efficiently.

Our audits look at financial information and compliance with state, federal and local laws on the part of all local governments, including schools, and all state agencies, including institutions of higher education. In addition, we conduct performance audits of state agencies and local governments and fraud, whistleblower and citizen hotline investigations.

The results of our work are widely distributed through a variety of reports, which are available on our Web site and through our free, electronic subscription service.

We take our role as partners in accountability seriously. We provide training and technical assistance to governments and have an extensive quality assurance program.

State Auditor
Chief of Staff
Director of State and Local Audit
Deputy Director of Quality Assurance
Deputy Director of Communications
Local Government Liaison
Public Records Officer
Main number
Toll-free Citizen Hotline

Troy Kelley
Doug Cochran
Chuck Pfeil, CPA
Kelly Collins, CPA
Jan M. Jutte, CPA, CGFM
Sadie Armijo
Barb Hinton
Thomas Shapley
Mike Murphy
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Washington State Auditor's Office
Financial Statements and Federal Single Audit Report

Kitsap Public Health District
Kitsap County

Audit Period
January 1, 2012 through December 31, 2012

Report No. 1010379

Issue Date
September 9, 2013



WASHINGTON
TROY KELLEY
STATE AUDITOR



**Washington State Auditor
Troy Kelley**

September 9, 2013

Board of Health
Kitsap Public Health District
Bremerton, Washington

Report on Financial Statements and Federal Single Audit

Please find attached our report on the Kitsap Public Health District's financial statements and compliance with federal laws and regulations.

We are issuing this report in order to provide information on the District's financial condition.

Sincerely,

TROY KELLEY
STATE AUDITOR

Table of Contents

**Kitsap Public Health District
Kitsap County
January 1, 2012 through December 31, 2012**

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Federal Summary

Kitsap Public Health District Kitsap County January 1, 2012 through December 31, 2012

The results of our audit of the Kitsap Public Health District are summarized below in accordance with U.S. Office of Management and Budget Circular A-133.

FINANCIAL STATEMENTS

An unmodified opinion was issued on the financial statements.

Internal Control Over Financial Reporting:

- ***Significant Deficiencies:*** We reported no deficiencies in the design or operation of internal control over financial reporting that we consider to be significant deficiencies.
- ***Material Weaknesses:*** We identified no deficiencies that we consider to be material weaknesses.

We noted no instances of noncompliance that were material to the financial statements of the District.

FEDERAL AWARDS

Internal Control Over Major Programs:

- ***Significant Deficiencies:*** We reported no deficiencies in the design or operation of internal control over major federal programs that we consider to be significant deficiencies.
- ***Material Weaknesses:*** We identified no deficiencies that we consider to be material weaknesses.

We issued an unmodified opinion on the District's compliance with requirements applicable to each of its major federal programs.

We reported no findings that are required to be disclosed under section 510(a) of OMB Circular A-133.

Identification of Major Programs:

The following were major programs during the period under audit:

<u>CFDA No.</u>	<u>Program Title</u>
66.120	Puget Sound Watershed Management Assistance
66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance
93.069	Public Health Emergency Preparedness
93.778	Medicaid Cluster - Medical Assistance Program

The dollar threshold used to distinguish between Type A and Type B programs, as prescribed by OMB Circular A-133, was \$300,000.

The District did not qualify as a low-risk auditee under OMB Circular A-133.

Independent Auditor's Report on Internal
Control over Financial Reporting and on
Compliance and Other Matters Based on an
Audit of Financial Statements Performed in
Accordance with *Government Auditing
Standards*

**Kitsap Public Health District
Kitsap County
January 1, 2012 through December 31, 2012**

Board of Health
Kitsap Public Health District
Bremerton, Washington

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Kitsap Public Health District, Kitsap County, Washington, as of and for the year ended December 31, 2012, and the related notes to the financial statements, which collectively comprise the District's financial statements, and have issued our report thereon dated July 31, 2013.

INTERNAL CONTROL OVER FINANCIAL REPORTING

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be

material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

COMPLIANCE AND OTHER MATTERS

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of the District's compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

PURPOSE OF THIS REPORT

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. However, this report is a matter of public record and its distribution is not limited. It also serves to disseminate information to the public as a reporting tool to help citizens assess government operations.



TROY KELLEY
STATE AUDITOR

July 31, 2013

Independent Auditor's Report on Compliance For Each Major Federal Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133

**Kitsap Public Health District
Kitsap County
January 1, 2012 through December 31, 2012**

Board of Health
Kitsap Public Health District
Bremerton, Washington

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM

We have audited the compliance of the Kitsap Public Health District, Kitsap County, Washington, with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Circular A-133 Compliance Supplement* that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2012. The District's major federal programs are identified in the accompanying Federal Summary.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination on the District's compliance.

Opinion on Each Major Federal Program

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2012.

REPORT ON INTERNAL CONTROL OVER COMPLIANCE

Management of the District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program in order to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

PURPOSE OF THIS REPORT

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose. However, this report is a matter of public record and its distribution is not limited.

It also serves to disseminate information to the public as a reporting tool to help citizens assess government operations.

A handwritten signature in black ink that reads "Troy X. Kelley". The signature is written in a cursive style with a large "X" between the first and last names.

TROY KELLEY
STATE AUDITOR

July 31, 2013

Independent Auditor's Report on Financial Statements

Kitsap Public Health District Kitsap County January 1, 2012 through December 31, 2012

Board of Health
Kitsap Public Health District
Bremerton, Washington

REPORT ON THE FINANCIAL STATEMENTS

We have audited the accompanying financial statements of the Kitsap Public Health District, Kitsap County, Washington, for the year ended December 31, 2012, and the related notes to the financial statements, which collectively comprise the District's financial statements, as listed on page 11.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the basis of accounting that demonstrates compliance with Washington State statutes and the *Budgeting, Accounting and Reporting System (BARS)* manual prescribed by the State Auditor described in Note 1. This includes determining that the basis of accounting is acceptable for the presentation of the financial statements in the circumstances. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of

significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position and results of operations of the Kitsap Public Health District, for the year ended December 31, 2012, on the basis of accounting described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. As described in Note 1 to the financial statements, the financial statements are prepared in accordance with the basis of accounting that demonstrates compliance with Washington State statutes and the *Budgeting, Accounting and Reporting System (BARS)* manual prescribed by the State Auditor, which is a basis of accounting other than accounting principles generally accepted in the United State of America. Our opinion is not modified with respect to this matter.

Other Matters

Supplementary and Other Information

Our audit was performed for the purpose of forming an opinion on the financial statements taken as a whole. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. The accompanying Schedule of Liabilities is also presented for purposes of additional analysis as required by the prescribed BARS manual. These schedules are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements taken as a whole.

Purpose of this Report

The report is intended for the information and use of the management, the Board of Health, federal awarding agencies and pass-through entities of the District. However, this report is a matter of public record and its distribution is not limited. It also serves to disseminate information to the public as a reporting tool to help citizens assess government operations.

OTHER REPORTING REQUIRED BY GOVERNMENT AUDITING STANDARDS

In accordance with *Government Auditing Standards*, we have also issued our report dated July 31, 2013 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant

agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Troy X. Kelley". The signature is written in a cursive style with a large, stylized 'T' and 'K'.

TROY KELLEY
STATE AUDITOR

July 31, 2013

Financial Section

**Kitsap Public Health District
Kitsap County
January 1, 2012 through December 31, 2012**

FINANCIAL STATEMENTS

Fund Resources and Uses Arising from Cash Transactions – 2012
Notes to Financial Statements – 2012

SUPPLEMENTARY AND OTHER INFORMATION

Schedule of Liabilities – 2012
Schedule of Expenditures of Federal Awards – 2012
Notes to the Schedule of Expenditures of Federal Awards – 2012

FUND RESOURCES AND USES ARISING FROM CASH TRANSACTIONS

For the Year Ended December 31, 2012

BARS Code		001 General Fund
Beginning Cash and Investments		
30810	Beg Fund Bal-Reserved	172,270
30880	Beg Fund Bal-Unreserved	1,864,103
38880/58880	Prior Period Adjustments, net	0
Operating Revenues		
310	Taxes	0
320	Licenses & Permits	854,223
330	Intergovernmental Revenues	7,024,293
340	Charges for Goods and Services	1,719,744
350	Fines & Penalties	0
360	Miscellaneous Revenues	146,978
Total Operating Revenues:		9,745,238
Operating Expenditures		
560	Mental & Physical Health	8,943,435
598	Intergovernmental Payments	0
Total Operating Expenditures:		8,943,435
Net Operating Increase (Decrease):		801,803
Nonoperating Revenues		
370, 380, 395, 398	Other Financing Sources	211,007
391-393	Debt Proceeds	0
397	Transfers-In	0
Total Nonoperating Revenues:		211,007
Nonoperating Expenditures		
580, 596, 599	Other Financing Uses	211,063
591-593	Debt Service	354,015
594-595	Capital Expenditures	18,978
597	Transfers-Out	0
Total Nonoperating Expenditures:		584,056
Increase (Decrease) in Cash and Investments		428,754
Ending Cash and Investments		
50810	End Fund Bal-Reserved	173,820
50880	End Fund Balance-Unreserved	2,291,307

The accompanying notes are an integral part of this Statement.

Kitsap Public Health District
Notes to Financial Statements
January 1, 2012 Through December 31, 2012

Notes to the Financial Statements

Note 1 - Summary of Significant Accounting Policies

The Kitsap Public Health District reports financial activity using the revenue and expenditure classifications, statements, and schedules contained in the *Cash Basis Budgeting, Accounting and Reporting System* (BARS) manual. This basis of accounting and reporting is another comprehensive basis of accounting (OCBOA) that is prescribed by the State Auditor's Office under the authority of Washington State law, Chapter 43.09 RCW.

The Health District was organized as a full-time public health agency in 1943 under the Revised Code of the State of Washington – RCW 70.46.

In accordance with RCW 70.05.060, the governing board for the Health District consists of the three Kitsap County Commissioners, and the Mayors of the cities of Bainbridge Island, Bremerton, Port Orchard and Poulsbo. This governing board sets policies, approves appropriations and expenses, enacts local rules and regulations, establishes fee schedules, and is generally responsible for supervising the maintenance of health and sanitary measures to protect public health in Kitsap County. Each member entity contributes financially to the support of the District.

The Health District's mission is to prevent disease and protect and promote the health of all persons in Kitsap County. To accomplish this mission, the Health District, in partnership with the community, assesses community health needs, develops health policies and programs, and assures that necessary health services are available. The Health District operates under various legal mandates for communicable diseases, vital statistics, sewage disposal, food service sanitation, public water supplies, swimming pool operations, solid waste management, general sanitation, schools, camps and parks, outdoor music festivals, family planning and several other public health mandates.

A. Fund Accounting

The accounts of the Kitsap Public Health District are organized on the basis of funds, each of which is considered a separate accounting entity. Each fund is accounted for with a separate set of single-entry accounts that comprises its cash, investments, revenues and expenditures, as appropriate. The Health District's resources are allocated to, and accounted for, in one governmental fund type – the General Fund. This fund is the primary operating fund of the District and accounts for all its financial resources.

B. Basis of Accounting

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. The Health District uses the cash basis of accounting where revenues are recognized only when cash is received and expenditures are recognized when paid, including those properly chargeable against the report year's budget appropriations as required by state law.

Purchases of capital assets are expensed during the year of acquisition. There is no capitalization of capital assets, nor allocation of depreciation expense. Inventory is expensed when purchased.

The basis of accounting described above represents a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

Kitsap Public Health District
Notes to Financial Statements
January 1, 2012 Through December 31, 2012

C. Budgets

The Kitsap Public Health District adopts an annual appropriated budget for the general fund. The budget is appropriated at the fund level and approved by the Public Health Board. The budget constitutes the legal authority for expenditures at that level. Annual appropriations for these funds lapse at the fiscal year end.

Annual appropriated budgets are adopted on the same basis of accounting as used for financial reporting.

The appropriated and actual expenditures for the legally adopted budgets were as follows:

Fund/Department	Final Appropriated Amounts	Actual Expenditures	Variance
Total General Fund: Public Health	\$9,559,104	\$9,316,429	\$242,675

The Executive Leadership team has the authority to transfer budgeted amounts between programs within the fund and/or object classes within programs. If the District's total expenditures will exceed appropriations, a budget amendment approved by the Public Health Board is required.

D. Cash

It is the Kitsap Public Health District policy to invest all temporary cash surpluses. The amount is included in the cash and investments shown on the statements of fund resources and uses arising from cash transactions.

E. Deposits

As required by state law, all deposits and investments of the District's funds are obligations of the U.S. Government, the State Treasurer's Investment Pool or deposits with Washington State banks and savings and loan institutions.

The District's deposits and investments are covered by the Federal Deposit Insurance Corporation (FDIC) and/or the Washington Public Deposit Protection Commission (WPDPC).

Deposits and investments purchased through the Kitsap County Treasurer as of December 31, 2012 were \$351,156 and \$2,109,869 respectively. Investments are presented at cost.

F. Investments

See Investment Note 2.

G. Capital Assets

Capital assets are long-lived assets of the Kitsap Public Health District and are recorded as expenditures when purchased.

Kitsap Public Health District
Notes to Financial Statements
January 1, 2012 Through December 31, 2012

H. Compensated Absences

Eligible employees earn 18 to 31 days per year of general leave depending upon the employee's length of service and FTE, but may not exceed the maximum accrual of 360 hours of general leave without approval of the Division Director. General leave is payable upon separation or retirement up to a maximum of 240 hours. The liability for general leave as of December 31, 2012 is \$418,141.

Non-exempt employees may opt to receive compensatory time at a rate of time and a half for time worked in excess of 40 hours in lieu of overtime pay. Part-time non-exempt employees working more than their regular workweek, but less than 40 hours per week, earn compensatory time on an hour-for-hour basis. The maximum compensatory time accrual is 40 hours; any additional overtime hours must be paid. The liability for compensatory time as of December 31, 2012 is \$2,150.

Exempt employees receive administrative time off on an hour-for-hour basis for hours worked in excess of their regular workweek, subject to approval. The maximum accrual of administrative time is 40 hours at any time. Any remaining administrative time on the books as of December 31 is not carried over into the next calendar year. Unused administrative time off is not paid upon separation or retirement.

Eligible full-time employees earn 6 days of extended leave per year and a prorated percentage thereof for part-time employees for use for qualifying absences such as extended illness. Unused extended leave is not paid upon separation or retirement.

I. Long-Term Debt

See Debt Service Requirements Note No. 3.

J. Other Financing Sources or Uses

The Kitsap Public Health District's Other Financing Sources or Uses consist of Non-Revenues and Non-Expenditures listed below:

The Vital Statistics transfer fee is collected for and paid to the Washington State Treasurer. Effective July 22, 2007, the transfer fee is collected at \$10 per birth or death (1st copy) or \$17 per death (2nd or additional copy) certificate issued. The fee is transferred electronically every quarter through the Kitsap County Treasurer. Fees collected are reported as Non-Revenues and remittances to the State Treasurer are reported as Non-Expenditures.

Unapplied cash receipts from customers are reported as Non-Revenue in accordance with the Washington State BARS Manual.

Other Non-Expenditures include amounts due to the Washington State Department of Revenue for use taxes paid in 2013 and reserved in 2012 and outstanding credits or refunds due from vendors.

K. Risk Management

Kitsap Health District is a member of Enduris Washington. Chapter 48.62 RCW authorizes the governing body of any one or more governmental entity to form together into or join a pool or organization for the joint purchasing of insurance, and/or joint self-insuring, and/or joint hiring or contracting for risk management services to the same extent that they may individually purchase insurance, self-insure, or hire or contract for risk management services. An agreement to form a pooling arrangement was made pursuant to the provisions of Chapter 39.34 RCW, the Interlocal

Kitsap Public Health District
Notes to Financial Statements
January 1, 2012 Through December 31, 2012

Cooperation Act. Enduris was formed July 10, 1987, when two (2) counties and two (2) cities in the State of Washington joined together by signing an Interlocal Governmental Agreement to pool their self-insured losses and jointly purchase insurance and administrative services. At the end of 2012, there were approximately 475 Enduris members representing a broad range of special purpose districts.

Enduris allows members to jointly purchase excess insurance coverage, share in the self-insured retention, establish a plan for total self-insurance, and provide excellent risk management services and other related services. Enduris provides “occurrence” policies for all lines of liability coverage including Public Official’s Liability. The Property coverage is written on an “all risk” basis blanket form using current Statement of Values. The Property coverage includes mobile equipment, electronic data processing equipment, valuable papers, building ordinance coverage, property in transit, extra expense, consequential loss, accounts receivable, fine arts, inventory or appraisal cost, automobile physical damage to insured vehicles. Boiler and machinery coverage is included on a blanket limit of \$100 million for all members. Enduris offers employee dishonesty coverage up to a liability limit of \$1,000,000.

Members make an annual contribution to fund Enduris. Enduris acquires insurance from unrelated insurance companies that is subject to a “per occurrence”: \$1,000,000 deductible on liability loss - the member is responsible for the first \$10,000 of the deductible amount of each claim, while Enduris is responsible for the remaining \$990,000 on liability loss; \$250,000 deductible on property loss - the member is responsible for the first \$1,000 of the deductible amount of each claim, while Enduris is responsible for the remaining \$249,000 on property loss. Enduris is responsible for the \$4,000 deductible on boiler and machinery loss.*

*Exception: Norm Dicks Government Center (located at 345- 6th Street, Bremerton, WA 98337) - the member is responsible for the first \$50,000 on property loss and boiler and machinery loss.

Insurance carriers cover all losses over the deductibles as shown to the policy maximum limits. Since Enduris is a cooperative program, there is a joint liability among the participating members.

The contract requires members to continue membership for a period of not less than one (1) year and must give notice 60 days before terminating participation. The Master Agreement (Intergovernmental Contract) is automatically renewed after the initial one (1) full fiscal year commitment. Even after termination, a member is still responsible for contribution to Enduris for any unresolved, unreported and in-process claims for the period they were a signatory to the Master Agreement.

Enduris is fully funded by its member participants. Claims are filed by members with Enduris and are administered in house.

A Board of Directors consisting of seven (7) board members governs Enduris. Its members elect the Board and the positions are filled on a rotating basis. The Board meets quarterly and is responsible for conducting the business affairs of Enduris.

**Kitsap Public Health District
Notes to Financial Statements
January 1, 2012 Through December 31, 2012**

L. Reserved Fund Balance

The District's reserved fund balance consists of:

- \$115,000 reserved by the grant requirements of the Surface and Stormwater Management (SSWM) grant with Kitsap County. These funds are reimbursable to Kitsap County should the grant be discontinued.
- \$41,188 reserved for funds payable to the Washington State Department of Health for collection of Vital Statistics funds due to the state (see Note 1.k – Other Financing Sources or Uses).
- \$17,632 reserved for the Newborn Home Visiting program. These funds were unused grant funds from the Harrison Medical Center Memorandum of Understanding at the end of 2012 that must be used to provide specific grant services.

Note 2 - Investments

The Kitsap Public Health District investments are either insured, registered or held by the Kitsap Public Health District or its agent in the Kitsap Public Health District name.

Investments are presented at cost.

Investments by type at December 31, 2012 are as follows:

Type of Investment	Kitsap Public Health District's own investments	Investments held by Kitsap Public Health District as an agent for other local governments, individual or private organizations.	Total
Invested in Kitsap County Investment pool	\$2,109,869		\$2,109,869
Total	\$2,109,869	\$	\$2,109,869

Note 3 – Debt Service Requirements

The accompanying Schedule of Long-Term Liabilities (09) provides more details of the outstanding debt and liability of the Kitsap Public Health District and summarizes the Kitsap Public Health District debt transactions for the year ended 12/31/2012.

The District's long-term debt consists solely of general obligation debt for a loan from Kitsap County per Real Estate Contract and Security Agreement # KC-304-04 to purchase 2 units in the condominium property of the Norm Dicks Government Center, \$1 million payable upon execution of the agreement, and the balance payable in monthly installments per Schedule, maturing July 2034.

Kitsap Public Health District
Notes to Financial Statements
January 1, 2012 Through December 31, 2012

The debt service payment for the fiscal year being reported and future payment requirements, including interest, are as follows:

Year	Principal	Interest	Total
2012	122,500	231,515	354,015
2013	127,500	226,764	354,264
2014	132,500	221,600	354,100
2015	137,500	216,234	353,734
2016	145,000	210,000	355,000
2017	152,500	202,750	355,250
2018-2022	875,000	892,625	1,767,625
2023-2027	1,112,500	651,375	1,763,875
2028-2032	1,420,000	343,625	1,763,625
2033-2034	495,000	33,125	528,125
Total	<u>\$4,720,000</u>	<u>\$3,229,613</u>	<u>\$7,949,613</u>

Note 4 - Pension Plans

Substantially all Kitsap County Health District full-time and qualifying part-time employees participate in Public Employees' Retirement System (PERS) Plans 1, 2 & 3 administered by the Washington State Department of Retirement Systems, under cost-sharing multiple-employer public employee defined benefit and defined contribution retirement plans. Actuarial information is on a system-wide basis and is not considered pertinent to the Kitsap Public Health District financial statements. Contributions to the systems by both employee and employer are based upon gross wages covered by plan benefits.

Historical trend or other information regarding each plan is presented in the Washington State Department of Retirement Systems annual financial report. A copy of this report may be obtained by writing to:

Washington State Department of Retirement Systems
 Communications Unit
 P.O. Box 48380
 Olympia, WA 98504-8380

Kitsap Public Health District

Schedule of Liabilities

For the year ended December 31, 2012

Debt Type	ID. No.	Description	Maturity/Payment Due Date	Beginning Balance January 1, 2012	Additions	Reductions	BARS Code for Redemption of Debt Only	Ending Balance December 31, 2012
General Obligations								
	263.81	Kitsap County Real Estate Contract KC-304-04	4/1/2034	4,720,000	0	122,500	58261	4,597,500
	259.11	General Leave Liability	12/31/2012	453,221	0	32,930	58262	420,291
		Total General Obligations:		5,173,221	0	155,430		5,017,791
		Total Liabilities:		5,173,221	0	155,430		5,017,791

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended December 31, 2012

Federal Agency Name/Pass-Through Agency Name	Federal Program Name	CFDA Number	Other Award I.D. Number	Expenditures		Foot Note Ref.	
				From Pass-Through Awards	From Direct Awards		Total Amount
Department Of Housing And Urban Development/Pierce County AIDS Foundation	Housing Opportunities for Persons with AIDS	14.241	09-46201-05 A	1,399		1,399	1, 2
Environmental Protection Agency	Puget Sound Watershed Management Assistance	66.120	PO-00J09501-0		214,780	214,780	1,2,4
Environmental Protection Agency/Washington Department of Health	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program (Long Lake)	66.123	C16888	127,456		127,456	1,2,4
Environmental Protection Agency/Washington Department of Health	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program (Swimming Beach NEP)	66.123	C16888	22,856		22,856	1,2,4
Environmental Protection Agency/Washington Department of Health	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program (NEP PIC Competative Award EIP)	66.123	C16888	130,893		130,893	
Environmental Protection Agency/Washington Department of Health	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program (Livestock Mgt AG-BMPS)	66.123	C16888	1,291		1,291	1,2,4
			Total CFDA 66.123	282,496	0	282,496	
Environmental Protection Agency/Washington Department of Health	Beach Monitoring and Notification Program Implementation Grants	66.472	C16888	2,730		2,730	1,2,4
Department Of Health And Human Services/Washington Department of Health	Public Health Emergency Preparedness	93.069	C16888	258,510		258,510	1,2,4
Department Of Health And Human Services/Washington Department of Health	Family Planning_Services	93.217	C16888	78,662		78,662	1,2
Department Of Health And Human Services/Washington Department of Health	Immunization Cooperative Agreements (Vaccine in Lieu of Cash)	93.268	0069-41987	77,798		77,798	3
Department Of Health And Human Services/Washington Department of Health	Immunization Cooperative Agreements (FA317)	93.268	C16888	12,035		12,035	1,2,4
Department Of Health And Human Services/Washington Department of Health	Immunization Cooperative Agreements (VFC)	93.268	C16888	16,456		16,456	1,2,4
Department Of Health And Human Services/Washington Department of Health	Immunization Cooperative Agreements (AFIX)	93.268	C16888	36,994		36,994	1,2,4
			Total CFDA 93.268	143,283	0	143,283	

Department Of Health And Human Services	Drug-Free Communities Support Program Grants (Count on Kitsap)	93.276	5H79SP014684-02		139,386	139,386	1,2,4
Department Of Health And Human Services/Washington Department of Health	Pregnancy Assistance Fund Program (GRADS)	93.500	C16888	68,429	68,429		1,2,4
Department Of Health And Human Services/Washington Department of Health	PPHF 2012 National Public Health Improvement Initiative	93.507	C16888	12,535	12,535		1,2,4
Department Of Health And Human Services/Whatcom County Health Department	PPHF 2012: Community Transformation Grants and National Dissemination and Support for Community Transformation Grant	93.531	201203021	133,090	133,090		1,2,4
Department Of Health And Human Services/Whatcom County Health Department	PPHF 2012 - Prevention and Public Health Fund (Affordable Care Act) - Capacity Building Assistance to Strengthen Public Health Immunization Infrastructure and Performance	93.539	C16888	12,261	12,261		1,2,4
Department Of Health And Human Services/Washington Department of Social & Health Services	Medical Assistance Program	93.778	0069-41987	319,449	319,449		1,2,4
Department Of Health And Human Services/Washington Department of Health	National Bioterrorism Hospital Preparedness Program	93.889	C16888	65,234	65,234		1,2,4
Department Of Health And Human Services/Washington Department of Health	HIV Care Formula Grants (Ryan White)	93.917	C16888	162,916	162,916		1,2,4
Department Of Health And Human Services/Washington Department of Health	HIV Prevention Activities_Health Department Based	93.940	C16888	49,500	49,500		1,2,4
Department Of Health And Human Services/Washington Department of Health	Preventive Health Services_Sexually Transmitted Diseases Control Grants	93.977	C16888	17,097	17,097		1,2,4
Department Of Health And Human Services/Washington Department of Health	Maternal and Child Health Services Block Grant to the States	93.994	C16888	167,151	167,151		1,2,4
Department Of Health And Human Services/Washington Department of Health	Maternal and Child Health Services Block Grant to the States	93.994	C16888	5,000	5,000		1,2,4
Total CFDA 93.994					172,151	0	172,151
Total Federal Awards Expended:					1,779,742	354,166	2,133,908

The accompanying Notes to the Schedule of Expenditures of Federal Awards is an integral part of this statement.

KITSAP PUBLIC HEALTH DISTRICT
MCAG #1444

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended December 31, 2012

NOTE 1 - BASIS OF ACCOUNTING

This schedule is prepared on the same basis of accounting as the Kitsap Public Health District's financial statements. The Kitsap Public Health District uses the cash basis of accounting where revenues are recognized only when cash is received and expenditures are recognized when paid, including those properly chargeable against the report year(s) budget appropriations as required by state law.

NOTE 2 - PROGRAM COSTS

The amounts shown as current year expenditures represent only the federal grant portion of the program costs. Entire program costs, including the Kitsap Public Health District's portion, are more than shown.

NOTE 3 - NONCASH AWARDS - VACCINATIONS

The amount of \$77,798 reported on the schedule is the value of vaccine received by the Kitsap Public Health District) during current year and priced as prescribed by Washington State Department of Health.

NOTE 4 - INDIRECT COST RATE

The amount expended includes \$445,078 claimed as an indirect cost recovery using an approved indirect cost rate of 55.0 percent for Community Health, 49.3 percent for Environmental Health and 40.64 percent for Health Information Resources.



ABOUT THE STATE AUDITOR'S OFFICE

The State Auditor's Office is established in the state's Constitution and is part of the executive branch of state government. The State Auditor is elected by the citizens of Washington and serves four-year terms.

Our mission is to work with our audit clients and citizens as an advocate for government accountability. As an elected agency, the State Auditor's Office has the independence necessary to objectively perform audits and investigations. Our audits are designed to comply with professional standards as well as to satisfy the requirements of federal, state, and local laws.

The State Auditor's Office employees are located around the state to deliver services effectively and efficiently.

Our audits look at financial information and compliance with state, federal and local laws on the part of all local governments, including schools, and all state agencies, including institutions of higher education. In addition, we conduct performance audits of state agencies and local governments and fraud, whistleblower and citizen hotline investigations.

The results of our work are widely distributed through a variety of reports, which are available on our Web site and through our free, electronic subscription service.

We take our role as partners in accountability seriously. We provide training and technical assistance to governments and have an extensive quality assurance program.

State Auditor
Chief of Staff
Director of State and Local Audit
Deputy Director of Quality Assurance
Deputy Director of Communications
Local Government Liaison
Public Records Officer
Main number
Toll-free Citizen Hotline

Troy Kelley
Doug Cochran
Chuck Pfeil, CPA
Kelly Collins, CPA
Jan M. Jutte, CPA, CGFM
Sadie Armijo
Barb Hinton
Thomas Shapley
Mike Murphy
Mary Leider
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(866) 902-3900

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Subscription Service

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ASPECTS OF HOMELESSNESS IN KITSAP COUNTY

POPULATION EXPERIENCING HOMELESSNESS

We have no single system or census to tell us how many Kitsap residents are experiencing homelessness on any given day. We use several sources to estimate the number - each includes a different and sometimes overlapping slice of the population and has different definitions and ways of collecting the data. This table provides detail about each source:

Point in Time Count (PIT)	Homeless Management Information System (HMIS)*	DSHS Basic Food Assistance Recipients (DSHS BF)
WHAT IS IT?		
Count of individuals and households experiencing homelessness.	Count of individuals and households experiencing homelessness and seeking housing.	Count of individuals and households receiving Basic Food Assistance and self-reporting homelessness.
HOW OFTEN IS IT UPDATED?		
PIT is conducted each year on one day at the end of January by volunteers and service providers.	HMIS is real-time; updated by Housing Solutions Center and housing providers as people seek housing.	Counts are updated by DSHS staff as people apply for or complete 6-month recertification reviews.
HOW IS HOMELESS DEFINED?		
In emergency or transitional shelter, unsheltered, or temporarily living with family or friends.	In emergency or transitional housing/shelter or needing emergency rent subsidies to prevent eviction.	In emergency housing/shelter or battered spouse shelter, or without housing.
WHAT ARE THE DATA SOURCE LIMITATIONS?		
Only collected once per year during a 24 hour period, individuals not located by a volunteer or service provider are not counted.	Only counts those seeking housing from Kitsap providers. Does not include faith-based, ex-felon, veteran, or mental health housing programs.	Only counts persons eligible for and receiving DSHS Basic Food Assistance who self-report homelessness.
HOW MANY PEOPLE AND HOUSEHOLDS ARE EXPERIENCING HOMELESSNESS?		
ON ONE DAY: 451 individuals 253 households (January 2013)	IN SIX MONTHS: 3,166 individuals 2,018 households (January-June 2013)	ON AVERAGE EACH MONTH: 2,767 individuals 2,462 households (January-June 2013)

*Housing Solutions Center is the central intake system and enters the majority of HMIS data. HMIS includes the PIT count.



Kitsap Regional
Coordinating Council



KITSAP PUBLIC
HEALTH DISTRICT

345 6th Street
Suite 300
Bremerton, WA 98337

360-337-5235 t.
360-337-5291 f.

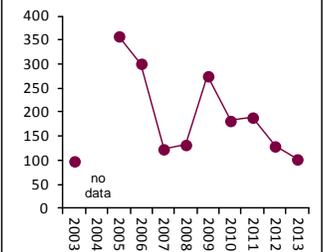
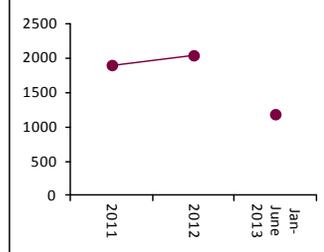
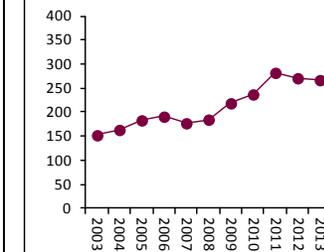
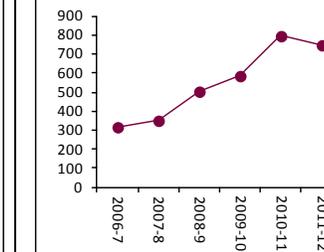
kitsappublichealth.org

CHILDREN EXPERIENCING HOMELESSNESS

People experiencing homelessness in childhood are more likely to experience homelessness as an adult. In addition to the three sources listed on the previous page, our public school districts are an additional source to estimate the number of children experiencing homelessness.

Public School Districts	
WHAT IS IT?	Each year, school districts must report the number of children/youths experiencing homelessness to the Office of the Superintendent of Public Instruction.
HOW OFTEN IS IT UPDATED?	Data are collected throughout the year by all schools.
HOW IS HOMELESS DEFINED?	In a shelter, doubled-up, unsheltered, or in a hotel/motel.
WHAT ARE THE DATA SOURCE LIMITATIONS?	Schools use different methods to collect data. Reporting to the school is not required so some students experiencing homelessness are not identified.

This table provides counts from each source:

Point in Time Count (PIT)	Homeless Management Information System (HMIS)	DSHS Basic Food Homeless (DSHS BF)	Public School Districts
HOW MANY CHILDREN ARE EXPERIENCING HOMELESSNESS?			
ON ONE DAY: 102 children age 0-17 (January 2013)	IN SIX MONTHS: 1,186 children age 0-17 (January-June 2013)	ON AVERAGE EACH MONTH: 267 children age 0-17 (January-June 2013)	IN ONE SCHOOL YEAR: 747 students grade K-12 (2011-12 school year)
			

HEALTH IMPACTS OF HOMELESSNESS

- **Negative health effects increase** as the duration of homelessness continues.
- **Health disabilities** that are more commonly seen only in people who are decades older.
- **Higher rates of life-threatening contagious diseases**, like TB and HIV/AIDS.
- **Remarkably high disease severity** because of extreme poverty, delays in seeking care, non-adherence to therapy, cognitive impairment and the adverse health effects of homelessness itself.
- **High rates of morbidity and mortality due to unintentional injuries.**
- **Hospitalizations 5 times more often** than the general population; longer stays than other low-income patients.
- Homeless children have **worse physical health** than low-income “housed” children.
- Homeless children have **more developmental delays, anxiety, depression, and behavior problems, poorer school attendance and performance, and poorer** ability to obtain **necessary immunizations.**
- **Infant birth weight is consistently lower** among homeless women, more so when maternal stress and abuse were involved, across all maternal pre-pregnancy weight categories.

HOW IS KITSAP WORKING TO REDUCE HOMELESSNESS?

By its very nature, homelessness is impossible to measure with 100% accuracy. Definitions vary between different homeless programs, the homeless population changes on a daily basis, and data collection efforts focus on different aspects of homelessness. In 2012, the Kitsap Homeless Housing Plan was updated to guide and coordinate local efforts to reduce homelessness. Local service providers carefully track and report outcomes and participate in a coordinated intake system. More important than knowing the exact number of people who experience homelessness, is our progress in ending it.

September 25, 2013

Senator Nathan Schlicher, MD
213 John A. Cherberg Building
PO Box 40426
Olympia, WA 98504-0426

Representative Jan Angel
434 John L. O'Brien Building
PO Box 40600
Olympia, WA 98504-0600

Subject: Syringe Exchange and Disposal in Kitsap County

Dear Senator Schlicher and Representative Angel:

In light of recent community interest, I wanted to provide you with an overview of the Kitsap Public Health District's syringe exchange program, and offer my perspective on the connection between the increasing intravenous (injectable) drug problem in Kitsap County, and current syringe exchange and disposal efforts.

Syringe Exchange

The purpose of syringe exchange and disposal programs is to prevent the spread of infectious diseases. A detailed description of the District's exchange program is enclosed.

Our syringe exchange program was initiated in Kitsap County in 2002, and has been in place at the District's Norm Dicks Government Center office in Bremerton since the building first opened in 2004. Our most recent exchange numbers are:

- 2011:** 543,794 syringes exchanged; 1,694.6 (3 quarters/year) pounds disposed.
- 2012:** 620,582 syringes exchanged; 4,458.4 pounds disposed.
- 2013:** Counts are in progress; 4,886.8 pounds disposed through 7-31-13.

There is no question that our community is seeing a sustained rise in the use of intravenous drugs. This is the cause of the increased number of syringes being exchanged in Kitsap County. Intravenous drug users can obtain syringes at a variety of locations in the county including our syringe exchange program, two additional non-governmental exchange programs, pharmacies, and health care offices and hospitals. In Kitsap County, you can buy syringes from pharmacies without a prescription.

Syringe Disposal

One of our community members recently raised a concern about the increasing number of used syringes/needles found in the environment and the possible nexus to syringe exchange programs operating in the community. From our perspective, the questions we need to answer here are 1) is there an actual increase in the number of syringes disposed in the environment, and 2) if there is a quantifiable increase, is it related to increased drug use or an increase in the rate of people discarding used needles or using exchanges.

For decades, complainants have been able to report used syringes found in the environment to the Kitsap Public Health District, Solid and Hazardous Waste Program, by calling our main number, 360-337-5235. In addition to helping us clean up illegally disposed syringes, these reports enable us to track the location, number, and type of syringes disposed. We've created a syringe database to compile this data in Kitsap County. The City of Bremerton Parks and Recreations Department has also done safety training for full-time and seasonal staff on how to safely handle and dispose of syringes found in city parks. They are also logging time, date, and method of disposal data. Their data is added to our syringe database which also includes citizen reports, and direct observational reports logged by District staff.

Recently, we also participated in the taping of an informational television program concerning the abuse of injectable drugs in Kitsap County, and how to safely dispose of waste syringes. This program --- an edition of "Growing Bremerton Together with Mayor Patty Lent" --- was broadcast on Bremerton Kitsap Access Television between August 26 and September 18, 2013.

The county currently has eight disposal sites able to collect used syringes. Enclosed is a brochure available on the Kitsap County Solid Waste Division website (kitsapgov.com/sw/pdf/3616_sharps.pdf) that lists the disposal locations and describes the types of containers to be used for disposal. As you can imagine, handling syringes/needles (new or used) can be dangerous. For this reason, our syringe exchange program procedures clearly specify that staff are not to handle individual used needles as it poses a risk to themselves as employees. People who exchange needles through the District are asked to either deposit syringes in a sharps container or bring in a sharps container filled with syringes at time of exchange.

We are also in the process of assessing the location of public sharps containers in the county and will increase the number of sharps containers where needed. We have targeted several complaint sites already with this response.

Counting Exchanged Syringes

Opening a sharps container and pulling out and counting individual used syringes is not a safe practice in an exchange program. For this reason, we use an approved formula for estimating the number of syringes in different sized sharps containers:

- 1-Quart Sharps Container = 50 syringes**
- 1-Gallon Sharps Container = 200 syringes**
- 2-Gallon Sharps Container = 450 syringes**

A concern has been raised about the formula we use to count the number of syringes exchanged, and that we should instead institute a one-for-one program, i.e. return one clean syringe for each used syringe individually counted. I had our staff contact the local public health agencies in Pierce, King, and Snohomish counties to survey their method of syringe exchange. Each of these programs uses the term "one-for-one" exchange, but they follow similar principles as we do here in Kitsap County. Specifically, their employees are instructed not to handle or count individual syringes. They utilize sharps containers and use a container size formula to estimate the number of syringes exchanged.

Use of Self-Capping Syringes

We also looked into the feasibility of using self-capping syringes to limit any exposure to employees in exchange programs or in the community if syringes are found in the environment. I have enclosed a copy of our supplier's comments regarding these syringes. In summary, safety syringes aren't designed for self-injection due to their size and the nature of how they are manufactured. In addition, safety syringes are approximately 3-4 times the cost of conventional syringes.

Conclusion

Overall, the key to understanding the problem of illegal syringe disposal is to first collect and analyze the report data so we can most effectively target our responses. Perhaps most critical to the solution is preventing the use of needles in the first place by decreasing intravenous drug use. Anything that we can do at the state, county or local level to prioritize prevention, or streamline the process for chemical dependency assessment and swift placement into treatment, is our best hope. While this is a complex and evolving problem, we have not seen a marked increase in the number of cases of infectious diseases associated with intravenous drug use and for that we are thankful.

Let me know if you have additional questions.

Sincerely,



Scott Lindquist, MD, MPH
Director of Health/Health Officer

Attachments

cc: Kitsap Public Health Board Members
Scott Daniels
Suzanne Plemmons
Keith Grellner
Kerry Dobbelaere

MEMO

To: Clinical Services Program Staff
From: Scott Lindquist, MD, MPH
Health Officer
Date: September 9, 2013
Re: **Syringe Exchange Program**

Purpose: The purpose of the syringe exchange program (SEP) is to prevent the spread of infectious diseases.

Background: The use of intravenous drugs is a growing concern in our community. Recent increases in the use of opiates and opiate-related deaths have been linked to reported increases in heroin use by means of intravenous injection. While the solution for individuals is to enter into a drug treatment program or stop the use of illicit and intravenous drugs, the immediate concern is the health of the individual and those they may impact. Specifically, we do this by preventing exposure of the individual and others to blood borne infectious diseases such as HIV and Hepatitis C.

Providing injection drug users with an avenue for disposing of potentially infected materials is the goal of the program. By collecting used and potentially infected syringes/needles, we also remove them as a potential source of infection to others in the community. Environmental contamination from used syringes in parks, along roadways, and in motels and hotels poses a risk to public works, law enforcement, sanitation, healthcare, and janitorial workers, among others. In addition, by educating intravenous drug users (IVDU) about the health benefits of not sharing needles and having a supply of clean needles, we can reduce the risk of disease transmission.

Removing used syringes/needles through a one-for-one exchange decreases the number of syringes/needles in the community. During the exchange, we do not want our healthcare workers receiving and counting individual syringes/needles as it poses a potential for needle stick injuries. There are safer alternatives for receiving and counting the number of syringes/needles turned in through the SEP. In part, this includes handing out sharps containers in the community for the safe handling and disposal of syringes and other biomedical wastes.

Research demonstrates the effectiveness of syringe exchange programs and does not demonstrate an increase in drug abusing behavior. I have attached a well-rounded article that is the Report of the Council on Scientific Affairs: *Methadone Maintenance and Needle-Exchange Programs to Reduce the Medical and Public Health Consequences of Drug Abuse*. This article

clearly outlines the benefit of an SEP and states that such programs do not affect drug supply nor are they designed to affect demand for drugs. I have also attached a basic science review, *The Role of Needle Exchange Programs in HIV Prevention* which states that available data argue against the belief that needle exchange encourages drug use.

A SEP is only one part of a strong system to minimize the effects of intravenous drug use and the prevention of blood borne pathogens. The SEP must be part of a broader strategy that includes a non-judgmental and supportive medical home, mental health counseling, chemical dependency counseling, and medical replacement therapy such as methadone and suboxone.

Exchange Procedures:

1. Clients who wish to dispose of used syringes can call our clinic main number at 360-337-5235 and ask for the "Syringe Exchange Nurse". They may also contact the nurse by coming to the clinic during clinic hours (Monday-Friday 8:00 a.m. to 4:00 p.m.).
2. The SEP nurse will meet with them confidentially and discuss the needs of the client. There will be no clinic record created unless expanded services are needed such as blood draws or exams.
3. Questions about risk factors for blood borne infections will be asked as appropriate and any testing for blood borne pathogens will be performed as needed. This includes HIV, Hepatitis A, B, and C, and may also include sexually transmitted infections to include syphilis, gonorrhea and chlamydia.
4. Syringes will be collected in sharps containers. The SEP nurse will not open other containers to count or place used syringes into a sharps container. This is the responsibility of the client as it poses a risk to SEP staff.
5. New syringes will be given out according to the formula below. This is also shown in the laminated photo to be kept in the SEP stock room.

1-Quart Sharps Container = 50 syringes

1-Gallon Sharps Container = 200 syringes

2-Gallon Sharps Container = 450 syringes

Any portion of a container will be estimated and the number of needles will be calculated based on these estimates.

6. Sharps containers will also be handed out based on availability and client needs.
7. Syringes should include 27, 28, and 29 gauge needles as shown in the photo.
8. Alcohol wipes shall be provided.

- 9. The quantity of supplies dispensed will be recorded daily in a SEP spreadsheet (see example below).
- 10. The quantity of syringes brought in will be recorded daily in a SEP spreadsheet (see example below).
- 11. Used syringes will be disposed of through our current contract with Stericycle.

**Kitsap Public Health District
Syringe Exchange Program Totals
2013**

Month	Number of Syringes	Number of Alcohol Wipes	Number of Sharps Containers	Miscellaneous
January				
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				

Proper Sharps Disposal

Sharps are not accepted in garbage or recycling containers

Sharps are defined as needles, syringes, scalpels, lancets, and intravenous tubing with needles attached, whether they are used or not.



Properly dispose of sharps

Ask your health care provider or pharmacist if they accept sharps. If not, you may deliver properly packaged sharps (in one of the containers shown at right) to the attendant booth at any of the facilities listed on the back.

Notify attendant you have brought sharps before removing from your vehicle.

Kitsap Public Health District also accepts sharps, but they must be placed in red sharps containers.

For safety reasons, please note:

- **Close** the lid on the container.
- **Do not** overfill.
- **Do not** use milk jugs, coffee cans, or other unapproved containers to store sharps.
- Sharps must be stored in a red sharps container (available at pharmacies) or a sturdy plastic bottle with screw-cap lid (e.g. 2-liter soda, detergent, or bleach bottle). Place a biohazard sticker on all screw-cap containers. Stickers are available at all Solid Waste facilities free of charge.
- Improperly packaged sharps **are not accepted** for disposal.

Note: Facilities are limited to accepting sharps from residential customers only. Businesses should call Stericycle at 800-755-3291.

See back or call Kitsap 1 at 360-337-5777 for drop-off locations in Kitsap County

Yes

- Red sharps containers
- Bleach or laundry container with lid
- 2-liter soda bottle with lid



No

- Coffee cans
- Milk jugs
- Small plastic bottles



Dispose Sharps Properly Here: (residential only)

Silverdale Recycling and Garbage Facility

8843 NW Dickey Road
Daily, 9:00 am – 5:00 pm

Olalla Recycling and Garbage Facility

2850 SE Burley - Olalla Rd.
Friday – Tuesday, 9:00 am – 5:00 pm

Poulsbo Recycle Center

21868 NW Viking Way
Tuesday – Saturday, 8:00 am – 3:30 pm

Hansville Recycling and Garbage Facility

7791 NE Ecology Road
Wednesday – Monday, 8:00 am – 3:30 pm

Bainbridge Island Recycling and Garbage Facility

7215 Don Palmer Avenue
Wednesday – Sunday, 10:00 am – 4:00 pm

Olympic View Transfer Station

9300 Barney White Road
Daily, 8:00 am – 5:00 pm

Household Hazardous Waste Collection Facility

5551 SW Imperial Way
Thursday – Saturday, 10:00 am – 4:00 pm

Kitsap Public Health District

345 6th Street, Bremerton
Monday – Friday, 8:00 am – 4:30 pm
Red sharps containers only



McKesson Medical-Surgical
Ben Hull, Account Manager
2530 B Street NW, Suite 101
Auburn, WA 98001

MCKESSON
Empowering Healthcare

To: Kitsap Public Health District

From: Ben Hull

RE: use of Safety Syringes in the HARM reduction community

June 27, 2013

Good afternoon Kerry,

I received your inquiry today on the use of conventional insulin and Tb syringes vs the safety engineered products.

The medical community, retail pharmacies and many regulatory agencies at the State and local level have considered the use of conventional syringes for HIV prevention the same as that of the diabetic market. That is, the users of these products are considered "self-injectors" and thereby aren't bound to the requirements to use safety devices that the hospitals and medical clinics use.

For transport of conventional syringes, the products are packaged with needle caps, plunger caps and individually sterilized in a 10 pack poly bag. The majority of insulin syringes have a permanently attached needle where safety needles are removable. Safety needles aren't designed for self injection due to the nature of how they are manufactured and the size.

Safety syringes are designed to protect the medical personnel from accidental needle sticks from a potentially infected patient.

Safety syringes are approximately 3-4 times the cost of conventional syringes.

I hope I've answered your questions on the current market conditions and requirements for the use of syringes in your market.

Ben Hull

McKesson Medical-Surgical
Ben Hull, Account Manager
2530 B Street NW, Suite 101
Auburn, WA 98001

MCKESSON
Empowering Healthcare

Kitsap Public Health District

RE: Syringe price comparisons for Exchange program

Hello Kerry-

Below are some price comparisons for available products on the market today. The majority of the hinged-capped safety syringes are made in a 3cc size barrel which doesn't normally fit the needs of the clients you serve. But there are a few brands in the 1cc size but not in the needle sizes you requested. The hinged capped products have a detachable needle which also poses a sterility concern and cross-contamination if used in a non-medical setting.

The lower priced conventional syringes below have a permanently attached needle, sterilized with caps on both ends. These are the standard products used within the diabetic and self-injector market throughout the country.

<u>UOM</u>	<u>Vendor</u> <u>Abbr</u>	<u>Catalog Num</u>	<u>Full Item Desc</u>	<u>Price</u>
BX	Mhcmed	828155	Syringe/ndl, Easy Touch 1cc 28gx1/2" (100/bx)	\$7.14
BX	Mhcmed	828555	Syringe/ndl, Easy Touch .5cc 28gx1/2" (100/bx)	\$7.14
BX	Mhcmed	829155	Syringe/ndl, Easy Touch 1cc 29gx1/2" (100/bx)	\$7.14
BX	Mhcmed	829555	Syringe/ndl, Easy Touch .5cc 29gx1/2" (100/bx)	\$7.14
BX	Mhcmed	831165	Syringe/ndl, Easy Touch 1cc 31gx5/16" (100/bx)	\$9.25
BX	Mhcmed	830565	Syringe/ndl, Easy Touch .5cc 30gx5/16" (100/bx)	\$8.49
BX	Mgm102	102- SNT1C2705S	Syringe/ndl, Safety 1cc 27gx1/2" (100/bx)	\$29.78
BX	Bd	305789	Syringe/ndl, Eclipse 1cc 27gx1/2" (50/bx)	\$19.48
BX	Bd	305778	Syringe/ndl, Eclipse Safety 1cc 30gx1/2 (50/bx)	\$19.48

Ben Hull

SEP account manager

253-431-1010

HOW TO GET HEALTH INSURANCE THE AFFORDABLE CARE ACT OPPORTUNITY IN KITSAP COUNTY

WHAT IS IT?

Improved access to affordable health insurance through the Patient Protection and Affordable Care Act will take effect in 2014. More than 27,000 uninsured Kitsap residents are expected to be eligible for public or subsidized health insurance.¹

WHEN CAN I ENROLL AND WHEN DOES IT START?

Enrollment begins 10/1/13 for coverage starting 1/1/14. Most people who do not sign up by 3/31/14 will pay a penalty to the federal government.

HOW DO I ENROLL?

- The Kitsap Public Health District and several community agency partners will have certified *Assisters* to help you sign up beginning 10/1/13.
- On your own or with an *Assister*, you can buy a health insurance plan online at: www.wahealthplanfinder.org. When you sign up, you will be asked for your social security number, address, phone number, and estimated household income.
- To talk to an *Assister*, call the Health District at 360-337-5235 Monday through Friday from 8:00 a.m. to 4:00 p.m., or call the Washington Healthplanfinder Call Center at 1-855-WAFINDER (1-855-923-4633) or at TTY/TTD 1-855-627-9604 Monday through Friday from 7:30 a.m. to 8:00 p.m.

WHAT CAN I EXPECT FROM MY HEALTH INSURANCE?

- Insurance providers can't deny health insurance to people if they're sick.
- No out-of-pocket costs for preventive services.
- No cap on lifetime benefits.
- Young adults can stay on their parents' insurance plan up to age 26.
- All health insurance plans will include ten essential health benefits:
 1. Ambulatory patient services
 2. Emergency services
 3. Hospitalization
 4. Maternity and newborn care
 5. Mental health and substance use disorder services, behavioral health treatment
 6. Prescription drugs
 7. Rehabilitative and habilitative services and devices
 8. Laboratory services
 9. Preventive and wellness services and chronic disease management
 10. Pediatric services, including oral and vision care



KITSAP PUBLIC
HEALTH DISTRICT

345 6th Street
Suite 300
Bremerton, WA 98337

360-337-5235 t.
360-337-5291 f.

WHO IS ELIGIBLE?

Anyone will be able to compare and select a Qualified Health Plan through the Washington State Health Benefits Exchange website (wahealthplanfinder.org). The website provides insurance options based on your income. The Affordable Care Act will expand eligibility for public insurance (Medicaid) to include those with incomes up to 138% of the Federal Poverty Level (FPL) and provide subsidies for those with incomes from 139% to 400% of the FPL (see table).^{2,3} About 10,000 uninsured Kitsap residents will become eligible for Medicaid and about 14,000 will be eligible for subsidies.¹ You qualify for Medicaid or subsidized insurance if your household income is no higher than:

	Number of Persons in Family/Household:					
	1	2	3	4	5	6
Expanded Medicaid						
Annual income up to 138% FPL	\$15,856	\$21,404	\$26,951	\$32,499	\$38,047	\$43,594
Subsidized Insurance						
Annual income up to 400% FPL	\$45,960	\$62,040	\$78,120	\$94,200	\$110,280	\$126,360

WHO WILL REMAIN UNINSURED?

While the Affordable Care Act will significantly expand health insurance coverage in Kitsap County, some people will remain uninsured in 2014 and beyond.

- Undocumented immigrants are ineligible for the Medicaid expansion regardless of how long they have lived in the U.S.
- Lawfully present immigrants who have lived in the U.S. for less than five years are not eligible for the Medicaid expansion, but they will be able to purchase coverage through Washington Healthplanfinder. Those with incomes below 400% FPL may be eligible for subsidies.
- Some people who qualify for public or subsidized insurance will chose not to enroll, but will have to pay a penalty.⁴
- Some people may be exempt from the requirement to have insurance.⁴

WHERE DO I GET MORE INFORMATION?

Washington Healthplanfinder: <http://www.wahealthplanfinder.org>

- Where you select and enroll in a health insurance plan starting 10/1/13, learn about the enrollment process and use the health insurance premium cost calculator.

Washington Health Benefits Exchange: <http://wahbexchange.org>

- Learn about the Exchange, a public-private partnership, responsible for the Washington Healthplanfinder.

Washington State Health Care Authority: <http://www.hca.wa.gov/>

- Click on the "Health Care Reform" tab at the top to learn about the Affordable Care Act, Medicaid expansion and more.

Washington State Office of the Insurance Commissioner: <http://www.insurance.wa.gov/>

- Learn about Health Care Reform. Online form available to submit any health insurance questions to Commissioner Mike Kreidler.

HealthCare.gov: <http://www.healthcare.gov>

- National website with information, videos and blogs on health care and reform.

¹ U.S. Census, American Community Survey, 2009-2011.

² 2013 Federal Poverty Guidelines, <http://aspe.hhs.gov/poverty/13poverty.cfm>.

³ ACA allows states to expand Medicaid up to 133% FPL; however, the threshold will effectively be 138% FPL because the ACA requires that 5% of people's income be "disregarded" when determining eligibility.

⁴ For details, go to: healthreform.kff.org/the-basics/requirement-to-buy-coverage-flowchart.aspx.

MEMO

To: Kitsap Public Health Board
From: Scott Daniels
Deputy Director
Date: September 25, 2013
Re: Resolution 2013-05: Board Approval of the District's Disbursements in an Open Public Meeting

Currently, Kitsap County serves as the Health District's banker, i.e., the District's disbursements for payroll and accounts payable (claims from vendors) are entered into the County's software system, and warrants/direct deposits are drawn on the County's bank account using District funds. As disbursements are issued, they are approved by the Kitsap County Commissioners by consent agenda at their regular public meetings. However, the Kitsap Public Health Board, the District's governing body, currently does not approve these payments.

In the Washington State Auditor's Office's verbal recommendations following the Health District's 2012 annual audit (recently completed), the auditors informed us that the District's disbursements also need to be approved by the Kitsap Public Health Board in an open public forum in order to comply with the intent of Open Public Meeting Act rules in Chapter 42.30 RCW.

The attached resolution accomplishes this by establishing District authority to pay claims and payroll in advance of Board meetings, and for the Board to approve these payments, in arrears, in an open public meeting as part of the Board's consent agenda process.

Granting Authority to the Kitsap Public Health District to Audit and Approve Accounts Payable and Payroll Disbursements and Establishing Procedures for the Kitsap Public Health Board to Approve Disbursements in an Open Public Meeting

WHEREAS, it is the Kitsap Public Health District's responsibility to ensure that the system of auditing and certifying payment vouchers is accomplished in a manner that provides the greatest possible protection and transparency for the District and the Kitsap Public Health Board; and

WHEREAS, the Kitsap Public Health District currently audits and approves accounts payable and payroll vouchers to be paid out of the District's account maintained by the Kitsap County Treasurer, and the Treasurer issues warrants or direct deposits as payment of those claims; and

WHEREAS, the Kitsap County Commissioners approve these District payments of accounts payable and payroll on their consent agenda, but the Kitsap Public Health Board, the District's governing body, does not; and

WHEREAS, it is the District's intent to ensure that the Board approves the payment of all District accounts payable and payroll in an open public meeting.

NOW, THEREFORE, BE IT RESOLVED that the Kitsap Public Health Board does hereby:

1. Appoint the District's Finance Manager or designee as the District's Auditing Officer and grants the Director of Health/Health Officer, Deputy Director, or Division Directors with authority to approve and release accounts payable vouchers on a weekly basis and payroll vouchers on a monthly basis, in accordance with the procedures outlined in the Washington State Auditor's Office Budgeting, Accounting and Reporting System (BARS) Manual; and
2. Commit to approving, in arrears, District claims and payroll disbursements during the Board's regular monthly meetings, or in a special meeting if called, in an open public forum, and accomplish this work as part of the Board's consent agenda process.

APPROVED: October 1, 2013

Mayor Patty Lent, Vice-Chair
Kitsap Public Health Board

MEMO

To: Kitsap Public Health Board
From: Scott Daniels
Deputy Director
Date: September 25, 2013
Re: Memorandum of Understanding - Registered Nurses Unit Classification and Salary Schedule Revisions

As you know, Professional and Technical Employees (PTE), Local 17, asked to bargain the impacts of our planned reorganization of the Community Health Division. On September 3, we met with PTE and reached an agreement. The attached Memorandum of Understanding --- which is the same as the bargaining position we presented to you, and you supported, in closed session during your September Board meeting --- provides the following:

- **Union Status of Public Health Nurse Supervisors.** The Public Health Nurse (PHN) Supervisor job classification, which is currently non-represented, will be updated and moved into the Registered Nurse (RN) bargaining unit. This change is necessary to resolve concerns about the potential for bargaining unit work being done by non-represented supervisory nurses as a result of the reorganization of the District's Community Health Division (which creates a new Healthy Communities Program). See attached revised Job Classification for the PHN Supervisor.
- **Registered Nurses Unit Salary Schedule.** Effective October 1, 2013, the PHN Supervisor salary range will be increased by 6.3% over its former placement on the Management/Non-Union Salary Schedule. In addition, the salary range for PHN – Advanced Practice will be decreased by 3.6%. The PHN – Advanced Practice range has been decreased so it is more appropriately placed one step higher than a regular Public Health Nurse and two steps lower than the PHN Supervisor. The new PHN Supervisor is placed two steps higher than the PHN – Advanced Practice to 1) fairly compensate for masters level population-based work and additional supervisory responsibilities, and 2) address wage compression between the classification and the lower PHN – Advanced Practice classification. The revised 2013-2015 Registered Nurses Unit Salary Schedule is included in the attached Memorandum of Agreement.

If you have any questions or concerns in advance of the meeting, contact me at 360-337-5287 or scott.daniels@kitsappublichealth.org , or contact Maureen Murphy, Human Resources Manager, at 360-337-5299 or maureen.murphy@kitsappublichealth.org.

Attachments

**Approving a Memorandum of Understanding
Between the Kitsap Public Health District and the
Professional and Technical Employees, Local 17**

WHEREAS, the Kitsap Public Health District reached an agreement with Professional and Technical Employees (PTE), Local 17, as set forth in the attached Memorandum of Understanding, regarding the Public Health Nurse Supervisor job classification, and the Registered Nurse Unit Salary Schedule; and

WHEREAS, the agreement provides that the Public Health Nurse Supervisor job classification be updated as attached, and no longer be categorized as a non-represented job and instead be placed in the Registered Nurses Unit of PTE Local 17; and

WHEREAS, the agreement provides that the attached Registered Nurse Unit Salary Schedule be updated with an increase of 6.3% for the Public Health Nurse Supervisor salary range in comparison to its former placement the Management/Non-Union Salary Schedule, and a decrease of 3.6% for the salary range for Public Health Nurse – Advanced Practice classification; and

WHEREAS, the agreement was proper and necessary to resolve concerns about the potential for bargaining unit work to be done by non-represented supervisory nurses due to the reorganization of the District's Community Health Division to include a new Healthy Communities Program.

NOW, THEREFORE, BE IT RESOLVED that the Kitsap Public Health Board does authorize and approve the attached:

1. Memorandum of Understanding Between Kitsap Public Health District and Professional and Technical Employees Local 17.
2. Revised 2013-2015 Registered Nurses Unit Salary Schedule.
3. Revised Job Classification: Public Health Nurse Supervisor.

APPROVED: October 1, 2013

Mayor Patty Lent, Vice-Chair
Kitsap Public Health Board

MEMORANDUM OF UNDERSTANDING
Between
KITSAP PUBLIC HEALTH DISTRICT
And
PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17

The purpose of this Memorandum of Understanding between Professional and Technical Employees Local 17 ("Local 17") and the Kitsap Public Health District ("District") is to memorialize an agreement reached between the parties regarding the Public Health Nurse Supervisor job classification and salaries in the Registered Nurse (RN) Unit. The parties agree to the following:

- I. **Public Health Nurse Supervisor Classification:** The Public Health Nurse (PHN) Supervisor classification will no longer be considered a non-represented classification and will be placed in the Registered Nurse (RN) Unit. This change will include the current incumbent working at the Kitsap County Juvenile Detention Facility.
- II. **Related Salary Adjustments:** The PHN Supervisor classification will be added as shown on the attached RN Unit Salary Schedules (Attachment A), with a salary range 6.3% higher than its former placement on the 2013 Management/Non-Union Salary Schedule. In addition, the PHN – Advanced Practice salary range will be decreased by 3.6%. Incumbents will be placed at the next step, which provides them an increase.
- III. **Effective Date:** Subject to Kitsap Public Health Board approval, the revised RN Unit Salary Schedule and PHN Supervisor Classification (Attachment B) will become effective October 1, 2013.

Signed and dated this _____ day of _____, 2013.

KITSAP PUBLIC HEALTH DISTRICT

**PROFESSIONAL AND TECHNICAL
EMPLOYEES, LOCAL 17**

By: _____
 Scott W. Lindquist, MD, MPH
 Director of Health

By: 
 Denise Cobden
 Union Representative

Date: _____

Date: 9-18-13

ATTACHMENT A

REGISTERED NURSE UNIT SALARY SCHEDULE

Effective 10/1/2013 through 12/31/2013

Classification*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
RN	\$3,912	\$4,108	\$4,313	\$4,529	\$4,755	\$4,993	\$5,243	\$5,505
	\$22.57	\$23.70	\$24.88	\$26.13	\$27.43	\$28.81	\$30.25	\$31.76
PHN	4,232	4,444	4,666	4,899	5,144	5,401	5,671	5,955
	24.42	25.64	26.92	28.26	29.68	31.16	32.72	34.36
PHN-AP	4,444	4,666	4,899	5,144	5,401	5,671	5,955	6,253
	25.64	26.92	28.26	29.68	31.16	32.72	34.36	36.08
PHN Supervisor	4,899	5,144	5,401	5,671	5,955	6,253	6,566	6,894
	28.26	29.68	31.16	32.72	34.36	36.08	37.88	39.77
PHN-ARNP	5,355	5,623	5,904	6,199	6,509	6,834	7,176	7,535
	30.89	32.44	34.06	35.76	37.55	39.43	41.40	43.47

\$0.25 per hour will be added for continuing proof of ANA certification in public health or other job-specific specialty (i.e., MCH).

RN: Registered Nurse

PHN: Public Health Nurse

PHN-AP: Public Health Nurse – Advanced Practice

PHN Supervisor: Public Health Nurse Supervisor

PHN-ARNP: Public Health Nurse – Advanced Registered Nurse Practitioner

REGISTERED NURSE UNIT SALARY SCHEDULE

Effective 1/1/2014 through 12/31/2014

Classification*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
RN	\$3,971	\$4,169	\$4,377	\$4,596	\$4,826	\$5,067	\$5,320	\$5,586
	\$22.91	\$24.05	\$25.25	\$26.52	\$27.84	\$29.23	\$30.69	\$32.23
PHN	4,295	4,510	4,736	4,973	5,222	5,483	5,757	6,045
	24.78	26.02	27.32	28.69	30.13	31.63	33.21	34.88
PHN-AP	4,510	4,736	4,973	5,222	5,483	5,757	6,045	6,347
	26.02	27.32	28.69	30.13	31.63	33.21	34.88	36.62
PHN Supervisor	4,973	5,222	5,483	5,757	6,045	6,347	6,664	6,997
	28.69	30.13	31.63	33.21	34.88	36.62	38.45	40.37
PHN-ARNP	5,435	5,707	5,992	6,292	6,607	6,937	7,284	7,648
	31.36	32.93	34.57	36.30	38.12	40.02	42.02	44.12

\$0.25 per hour will be added for continuing proof of ANA certification in public health or other job-specific specialty (i.e., MCH).

RN: Registered Nurse

PHN: Public Health Nurse

PHN-AP: Public Health Nurse – Advanced Practice

PHN Supervisor: Public Health Nurse Supervisor

PHN-ARNP: Public Health Nurse – Advanced Registered Nurse Practitioner

REGISTERED NURSE UNIT SALARY SCHEDULE

Effective 1/1/2015 through 12/31/2015

Classification*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
RN	\$4,010	\$4,211	\$4,422	\$4,643	\$4,875	\$5,119	\$5,375	\$5,644
	\$23.14	\$24.29	\$25.51	\$26.79	\$28.13	\$29.53	\$31.01	\$32.56
PHN	4,338	4,555	4,783	5,022	5,273	5,537	5,814	6,105
	25.03	26.28	27.59	28.97	30.42	31.94	33.54	35.22
PHN-AP	4,555	4,783	5,022	5,273	5,537	5,814	6,105	6,410
	26.28	27.59	28.97	30.42	31.94	33.54	35.22	36.98
PHN Supervisor	5,022	5,273	5,537	5,814	6,105	6,410	6,731	7,068
	28.97	30.42	31.94	33.54	35.22	36.98	38.83	40.78
PHN-ARNP	5,490	5,764	6,052	6,355	6,673	7,007	7,357	7,725
	31.67	33.25	34.92	36.66	38.50	40.43	42.45	44.57

\$0.25 per hour will be added for continuing proof of ANA certification in public health or other job-specific specialty (i.e., MCH).

RN: Registered Nurse

PHN: Public Health Nurse

PHN-AP: Public Health Nurse – Advanced Practice

PHN Supervisor: Public Health Nurse Supervisor

PHN-ARNP: Public Health Nurse – Advanced Registered Nurse Practitioner

PUBLIC HEALTH NURSE SUPERVISOR

DEFINITION

Under general supervision, the Public Health Nurse Supervisor (PHN Supervisor) classification supervises a public health team or program, and provides professional nursing care to various populations using assessment, referral and teaching skills. Duties involve extensive interaction with socio-economic and culturally diverse populations of clients, community-based agencies, medical personnel and District staff to provide public health nursing services to clients and communities.

DISTINGUISHING CHARACTERISTICS

This is the supervisory level in the Public Health Nurse (PHN) series. It is distinguished from PHN and PHN-Advanced Practice classifications by its responsibility for direct supervision of professional, paraprofessional and/or support staff. Positions in these assignments perform professional nursing duties in the treatment of individuals, families and groups, or may be assigned population-based health promotion and disease prevention duties. Employees assigned to this classification work independently with minimal supervision. Work assignments are both general and specific in nature, and are received in both verbal and written form. Instructions received define overall objectives, with some specificity regarding how to proceed with assignments. This description reflects the general concept and intent of the classification and should not be construed as a detailed statement of all the work requirements that may be inherent in the position.

EXAMPLES OF DUTIES

- Trains, supervises and evaluates staff; assigns work; establishes work priorities and performance standards; monitors performance and provides effective feedback.
- Assumes direct responsibility for timelines, quality and quantity of work of assigned program(s).
- Monitors activities of program(s) by evaluating compliance with regulations, procedures and protocols, and staff efficiency, to ensure that operational and agency goals are being met.
- Works with staff to correct deficiencies; resolves minor discipline and other staff problems in consultation with the Human Resources Manager and the Program Manager, Assistant Division Director or Director as appropriate; refers more serious personnel matters to management.
- Assesses and advises staff of community and public agency resources for clients and their families.
- Interprets community nursing and health needs to service clubs and other groups.
- Plans and conducts studies related to the assigned program to determine the community need for existing or potential nursing services.
- Directs case finding, and estimates extent of need.
- Investigates available funding for additional services, such as federal and state grants, and determines impact of grant.
- Develops, prepares and administers contracts with outside agencies and other governmental agencies; reviews and interprets guidelines and requirements.
- Participates in planning for extension, withdrawal and maintenance of specific programs.
- Participates as a committee member in reviewing and proposing revisions to local health district policies and state regulations.

- Formulates and implements nursing standards for program(s).
- Conducts staff meetings and training sessions.
- Manages special projects and activities by performing and delegating work assignments, tracking status, monitoring progress and paperwork, presenting findings to management, making and justifying recommendations.
- Interfaces and collaborates with other District programs and public and private community agencies, expanding the scope and reach of public health programs and services to promote and improve the health and well-being of the population.
- Represents the District on community boards and committees to acquire/provide information and respond to questions concerning projects, programs, and activities of community and clinical health services.
- Assists with program budget development; monitors revenues and expenditures; and ensures that program(s) are within budget and as cost-effective as possible.
- Prepares and/or performs final review of complex and/or controversial documents.
- Utilizes appropriate methods for interacting effectively and professionally with persons of all ages and from diverse cultural, socioeconomic, educational, racial, and ethnic, sexual orientations, lifestyles and physical abilities.
- Adheres to ethical principles and District policy in the collection, maintenance, use, and dissemination of data and information.
- Establishes and maintains cooperative, effective working relationships with coworkers, other District employees, and the general public using principles of good customer service.
- Responds to public health emergencies as required by the District.
- Reports for scheduled work with regular, reliable and punctual attendance.
- Performs other work as required.

EDUCATION AND EXPERIENCE REQUIREMENTS

- Bachelor's degree in nursing (BSN*) from a school accredited by the National League of Nursing (NLN) with coursework that includes a community health component; and
- Two years of Community Health Nursing experience equivalent to Public Health Nurse.
- The combination of a bachelor's degree in a related field, such as public health or health education and at least four years of additional public health nursing experience, may substitute for the BSN requirement, provided the candidate graduated from an NLN accredited school of nursing.

LICENSES, CERTIFICATIONS & OTHER REQUIREMENTS

- A valid license to practice as a Registered Nurse in the State of Washington is required.
- Some nurses classified at this level are required to have certification.
- All required licenses must be maintained in an active status without suspension or revocation throughout employment.
- Performance of job duties requires a valid Washington State driver's license and proof of appropriate auto insurance; depending on the assignment, job duties may require the use of the incumbent's personal motor on a regular basis.

KNOWLEDGE & ABILITIES

Knowledge of:

- Professional nursing principles, practices and techniques, and concepts of community health nursing

- resources, social and economic forces.
- Public health issues, characteristics, and trends affecting health care, social conditions, and population groups.
- Principles and practices of supervision, workforce development, and group dynamics.
- Principles of public relations and customer service.
- Project management, including planning, scheduling, monitoring, and problem solving.
- Trends, principles and practices within assigned specialized areas.
- Normal and abnormal patterns of growth and development.
- Emotional and behavioral health patterns of abuse and intervention.
- Elements of substance misuse recognition and intervention.
- Symptoms, treatment and control of disease processes.
- Mental health concepts.
- Health facilities, community resources, and social and economic forces in the area of assignment.
- Correct English usage including grammar, spelling, and punctuation.
- Communication business practices including electronic, telephone or direct public contact.
- Computer operation and a variety of software including word processing, database and other applications related to the area of assignment.
- Practice within the scope of nursing licensure.

Skill and Ability to:

- Plan, direct and evaluate the work of staff.
- Practice within the scope of nursing licensure.
- Exercise professional judgment in the application of public health principles.
- Create and meet schedules, time lines and work both independently with little direction and cooperatively within a collaborative team-oriented environment.
- Understand, interpret, explain and apply best practices, laws, rules and regulations within assigned areas.
- Coordinate, organize, and prioritize work, follow directions, instructions and protocol in the course of duties assigned.
- Make timely decisions considering relevant factors and evaluating alternatives, exercising discretion and sound independent judgment.
- Analyze, compile, record and assess data, i.e., nursing plans of action, medical records, etc.
- Demonstrate cultural competency, interacting sensitively, effectively, and professionally with persons from diverse cultural, socioeconomic, educational, racial, ethnic and professional backgrounds, and persons of all ages and lifestyle preferences.
- Assume responsibility for professional growth and development.
- Listen attentively and communicate effectively and persuasively, both orally and in writing, in clear, concise language appropriate for the purpose and parties addressed, concerning complex or sensitive matters, including making presentations to diverse audiences.
- Use tact, discretion, respect and courtesy to gain the cooperation and concurrence of clients, and to establish and maintain effective working relationships with co-workers, representatives of other agencies, and other District personnel.
- Assure that absolute confidentiality is maintained as required and sensitive information is handled appropriately.
- Fulfill the commitment of the District to provide outstanding and effective customer service.
- Proficiently and accurately operate office and other equipment standard to the area of assignment.
- Utilize computers, databases and related software and automated equipment to produce worksheets and reports, typing with sufficient speed and accuracy to accomplish assignments in a timely manner.
- Perform duties in confidence and under pressure for deadlines, and maintain professional

composure and tact, patience and courtesy at all times.

- Work effectively in a dynamic environment that is constantly changing, resulting in continually re-evaluating and shifting priorities.
- Work both independently and within a collaborative team-oriented environment; contribute openly, respectfully disagree, understand the ideas of others, listen well and work for consensus.

WORKING CONDITIONS & PHYSICAL DEMANDS

- Working conditions and physical demands vary by assignment. Depending on assignment, work is performed primarily in (1) a clinic environment; (2) out in the field doing home visits; (3) in various community venues; or (4) an office environment.
- Duties require the ability to communicate with others orally, face-to-face and by telephone. Potential exposure to vaccines, sprays, hazardous materials, contaminants (as determined by MSDS sheets), and bioterrorist related materials and drug-house contaminants; potential exposure to cleaning fluids and antiviral sprays; exposure to blood, needles, reagents, biologics, and chemicals; possible airborne exposure to TB, measles, and other communicable diseases. Regular potential for exposure to clients with infectious disease and sexually-transmitted disease, including HIV.
- Exposure to individuals from the public who are upset, angry, or agitated and sometimes hostile individuals, requiring the use of conflict management and coping skills.
- Frequently required to perform work in confidence and under pressure for deadlines, and to maintain professional composure and tact, patience and courtesy at all times. The environment is dynamic and constantly changing, resulting in continually re-evaluating and shifting priorities.
- Requires manual and finger dexterity and hand-eye-arm coordination to write and to operate computers and a variety of general office equipment. Requires mobility to accomplish other desktop work, retrieve files, and to move to various District locations. Requires visual acuity to read computer screens, printed materials, and detailed information. Incumbents typically must be able to carry 30 pounds of paper, equipment, vaccines, etc.
- May occasionally be required to work a varying schedule which may include evenings and weekends. Duties require carrying a cell phone or other electronic device as well as being available to work as needed to meet District needs, which may include evenings, weekends and holidays.
- Performance of job duties requires a valid Washington State driver's license and proof of appropriate auto insurance. The incumbent may occasionally be required to use a personal vehicle when a District fleet vehicle is not available.
- May be required to stay at or return to work during public health incidents and/or emergencies to perform duties specific to this classification or to perform other duties as requested in an assigned response position. This may require working a non-traditional work schedule or working outside normal assigned duties during the incident and/or emergency.

JOB CLASS INFORMATION & DISCLAIMERS

FLSA Status:	Non-exempt
EEO Category:	Professional
Bargaining Unit:	Registered Nurses Unit, PTE Local 17 (shifted from non-union status to represented under the RN Unit effective October 1, 2013)
Classification History:	Formerly titled Community Health Nurse 3
Approved Effective:	October 1, 2013

The statements contained herein reflect general details as necessary to describe the principal functions for this job, the level of knowledge and skill typically required and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Incumbents may perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods, or to balance the workload.

The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

MEMO

To: Kitsap Public Health Board
From: Scott Daniels, Deputy Director
Date: September 25, 2013
Re: Personnel Manual Revisions Concerning Premium Pay and Remote Call-Back Time

We are requesting the Board's approval of revisions to the Kitsap Public Health District Personnel Manual concerning premium pay and remote call-back time. These revisions were supported by the Board during a closed session at the September Board meeting. Provided below is a brief explanation of the changes:

- **Bilingual Premium Pay.** This \$50 per month premium pay was previously negotiated with the union and included in our collective bargaining agreement, so this is simply a housekeeping measure.
- **Veterinarian Premium Pay.** The District has an employee with a veterinary license, and the District has benefited from the additional duties she performs beyond the scope of her job classification. An additional 3% of salary will compensate for her technical assistance and advice to the Health Officer, and to veterinarians, health care professionals, animal control personnel and the general public, regarding zoonotic disease exposures.
- **Lead Premium Pay.** As a result of the reorganization of the Community Health Division, our two Epidemiologists will no longer have a manager, and will instead report directly to Dr. Lindquist. One of them will be designated as a lead, assigning and tracking projects, but will not have supervisory responsibility. This new section will provide 3% of salary in premium pay for this designated lead position, and will make this option available should we have a similar need for a lead position other than an Epidemiologist.
- **Remote Call-Back.** Under this proposal, staff will be compensated for interruptions during non-work time to perform urgent work. This new section will grant at least a half-hour of straight-time when they are called upon during off-duty hours to perform urgent or emergency work, but they are able to do so over the phone or by remote computer access. This would not apply to normal telework or other non-urgent work performed remotely.

Attachments

Approving Revisions to the Health District Personnel Manual

WHEREAS, the Kitsap Public Health District Personnel Manual applies to unrepresented employees, and to union employees when the provisions of the Manual are adopted by specific reference in the collective bargaining agreement or when the collective bargaining agreement is silent; and

WHEREAS, it benefits the District and the public when certain staff are assigned to provide interpretation for customers and patients who have limited English proficiency, therefore all employees so assigned should be provided bilingual premium pay consistent with the collective bargaining agreement; and

WHEREAS, it benefits the District and the public when an employee, due to the credentials of being a licensed veterinarian, is able to perform additional veterinary-related duties beyond the scope of the employee's job classification, therefore premium pay is necessary to recognize the performance of such duties to help protect public health; and

WHEREAS, premium pay is necessary when an employee is assigned to be a designated lead in a program area and performs additional administrative or quasi-supervisory duties, but does not perform other supervisory responsibilities such as performance evaluation and discipline; and

WHEREAS, certain District employees are occasionally called upon without advance notice to perform work outside of their regular hours to handle emergencies or other urgent situations, and they can perform these duties without physically reporting to a worksite; such employees should be recognized for the interruption of their personal time by being compensated.

NOW, THEREFORE, BE IT RESOLVED that the Kitsap Public Health Board finds that the attached Personnel Manual revisions meet with their approval and are effective immediately.

APPROVED: October 1, 2013

Mayor Patty Lent, Vice-Chair
Kitsap Public Health Board

7.6 PREMIUM PAY

7.6.1 Bilingual Premium: The Health District will pay a bilingual premium of fifty dollars (\$50.00) per month to employees working in a position for which proficiency in a foreign language is a required qualification, or employees who are assigned in writing to perform interpreter services on a regular basis in addition to their other job duties, provided they demonstrate to the satisfaction of the District the ability to perform those services. Employees assigned in this manner will be expected to provide interpreter services as needed, and will receive the premium pay regardless of the extent to which their services are used during a particular month. Such premium pay will be pro-rated for part-time employees based on their full-time equivalency.

7.6.2 Veterinarian Premium: In the event an employee has a valid Washington State veterinarian's license although the employee's essential functions do not include veterinary duties or credentials, the Health District will pay a premium of an additional three percent (3%) of the employee's regular base salary, provided the employee is assigned to perform additional veterinary duties on behalf of the Health District. Such additional duties include providing technical assistance and advice to veterinarians, health care professionals, animal control personnel and the general public regarding zoonotic disease exposures.

7.6.3 Lead Premium: The Health District will pay a premium of an additional three percent (3%) of the employee's regular base salary when assigning that employee to a designated Lead position. A Lead works with one or more employees who are in the same or closely related job classifications, and performs additional administrative or quasi-supervisory duties, such as assigning tasks, monitoring work quality, training and coaching employees. Lead responsibilities are incidental to the normal duties performed. Such an assignment will be made only as necessary to meet the business needs of the District, subject to approval by a Director. Lead responsibilities do not include performance evaluation, discipline, or termination of employees or the ability to effectively recommend such action. Lead premium pay is for the work assignment and should not be considered an entitlement by the employee should the employee no longer be assigned as a Lead. This premium cannot be applied to classifications where lead or supervisory responsibility is already outlined in the classification description.

7.6.7 LONGEVITY BONUS

7.6.7.1 The Health District recognizes extended service through a longevity bonus. A longevity bonus is paid to the eligible employees annually at the end of the month that is their anniversary date of hire. Upon completion of the following years of employment, full-time employees shall receive an annual longevity bonus as follows:

- Completed five years of employment \$200.00
- Completed ten years of employment \$300.00
- Completed fifteen years of employment \$400.00
- Completed twenty years of employment \$500.00
- Completed twenty-five years of employment \$600.00

Annual bonus amounts will be prorated for part-time employees based on the employee's full-time equivalency.

provided paid administrative leave for a maximum of two (2) full consecutive days per occurrence of such closure and/or assigned to work from home or another location as provided by the Health District's policy. For details, see Appendix C, [Inclement Weather and Emergency Closures Policy](#).

12.8 EMERGENCY DUTIES

All Health District employees may be required to stay at or return to work during public health incidents and/or emergencies to perform duties specific to their job classification or to perform other duties as requested in an assigned response position. This may require working a non-traditional work schedule or working outside normal assigned duties during the incident and/or emergency.

12.9 CALL-BACK

All employees are subject to call back in emergencies or as needed by the Health District to provide necessary services to the public. A refusal to respond to a call back is grounds for immediate disciplinary action, including possible termination. When non-exempt employees are called back to work after completion of their regular workday, they will be compensated in ~~cash~~ either pay or compensatory time at the rate of one-and-one-half (1½) times the actual hours worked; a minimum callback will be two (2) hours, and the employee must physically report to a worksite.

12.10 REMOTE CALL-BACK

When it is necessary to call back employees without advance notice to perform unscheduled work outside of their regular shift hours to handle an emergency, system failure, or other urgent situation, and they are able to perform such duties without physically reporting to a worksite, they will be compensated for the actual hours worked for the particular incident, or a minimum of one-half hour of straight time, whichever is greater. If such remote call-back time results in overtime, normal overtime pay or compensatory-time provisions will apply. Directors and Program Managers who authorize remote call-back must ensure that it is noted as such on the employee's time card.

Remote call-back does not apply to work performed remotely for non-urgent matters, regular telework or otherwise scheduled remote access. Refer to the Information Technology Resources Policy (Appendix J), the Teleworking Policy (Appendix N), and the Compensatory Time, Overtime and Flextime Policy (Appendix P).

~~12.10~~12.11 PAYDAYS

Health District employees are paid monthly on the last working day of the month or on a more frequent schedule as determined by the Director of Health. If a regularly scheduled payday falls on Saturday, Sunday, or holiday, paychecks will be distributed the last regular working day prior to such day.