Kitsap Public Health District
Consent Agenda Agreement Summary
June 6, 2017

KPHD Contract Number	Their Contract Number	Contractor and Agreement Name	Type of Agreement	Term of Agreement	Amount to District	Amount to Other Agency
1316 Amendment 14 (1678)	C17113	**Washington State Department of Health** *Consolidated Contract*	Interlocal Agreement	01/01/2015-12/31/2017	$173,295	$0
Description: Adds Statement of Work for Food Insecurity Nutrition Incentive Program and National Estuary Program (NEP) PIC NTA 0237; amends Statement of Work for Emergency Preparedness and Response, Infectious Disease Prevention Section, Drinking Water, and Immunizations; and adds $173,295 in compensation for a new maximum compensation of $4,895,124.						
1462 Amendment 3 (1691)	KC-362-15-C	**Kitsap County** *MH/CD/TC Shared Metrics*	Interlocal Agreement	11/01/2015-12/31/2017	$47,829	$0
Description: Extends the term to December 31, 2017 and modifies the Statement of Work and Budget for Assessment and Epidemiology design and evaluation monitoring system for tracking shared and participant-specific outputs and outcomes (metrics) of the Kitsap County Mental Health, Chemical Dependency & Therapeutic Court Program. Total compensation remains unchanged.						
1554 Amendment 1 (1687)	KC-266-16-A	**Kitsap County** *Nurse Family Partnership*	Interlocal Agreement	06/25/2016-12/31/2017	$24,000	$0
Description: Provides additional $24,000 compensation from additional funding source (Health Services DMA funding) for a new total compensation not to exceed $217,631 and amends the Statement of Work by increasing the number of mothers to be served from 12 low-income moms and their babies to 24.						
1673 (Revised)	1785-88028	**WA State DSHS** *General Terms and Conditions*	Interlocal Agreement	07/01/2017-06/30/2023	$0	$0
Description: Revises and supersedes the agreement approved by the Kitsap Board of Health on the May 2, 2017 Consent Agenda. The proposed revisions specify timelines for termination and clarify methods of written notice.						
1688	2017-018	**City of Poulsbo** *Illicit Discharge Detection &Elimination*	Interlocal Agreement	07/01/2017-06/30/2022	$125,000	$0
Description: The District to provide water quality testing for potential storm water illicit discharges and connections (screening), investigation of illicit storm water discharges and connections, correction of illicit discharges and connections through a combination of education and enforcement of regulations related to the City of Poulsbo's compliance with their Municipal Storm Water Permit.						

KPHD Contract Number	Their Contract Number	Contractor and Agreement Name	Type of Agreement	Term of Agreement	Amount to District	Amount to Other Agency
1689	WQC-2017-KitPHD-00039	**WA State Dept. of Ecology** *Water Quality Combined Financial Assistance Agreement*	Interlocal Agreement	03/01/2017-02/29/2020	$100,000	$0
Description: District to implement Water PIC methods to remove fecal coliform bacteria pollution in all listed streams in Kitsap County through investigative bacteria sampling, web-based GIS system to ID high risk properties, bacteria pollution source location and correction, and target public education.						
1690	NA	**EnviroStars** *New Member Addendum*	Interlocal Agreement	10/26/2015-10/26/2018	$0	$2,462
Description: Addendum adds the District as a new member of existing Memorandum of Agreement (MOA) that establishes the EnviroStars Regional Green Business Program; a cooperative hub for businesses in the Puget Sound region interested in going green. The Addendum also revises the pledged pooled support funding and the weight of votes provided by the original MOA.						
1693	20170474	**Office of Superintendent of Public Schools** *Summer Food Service Program*	Interlocal Agreement	06/01/2017-09/30/2017	$1,308	$0
Description: The District to perform periodic health and sanitation evaluations of food services management companies (vendors) in the Summer Food Service Program in its jurisdiction to include one on-site preparation facilities, two central kitchen facilities and nine feeding sites that serve meals that have been prepared elsewhere.						

KITSAP PUBLIC HEALTH DISTRICT
2015 – 2017 CONSOLIDATED CONTRACT

CONTRACT NUMBER: C17113 **AMENDMENT NUMBER: 14**

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

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

1. Exhibit A Statements of Work, attached and incorporated by this reference, are amended as follows:

☒ Adds Statements of Work for the following programs:

- Food Insecurity Nutrition Incentive Program - Effective April 1, 2017
- NEP-PIC NTA 0237 - Effective April 1, 2017

☒ Amends Statements of Work for the following programs:

- Emergency Preparedness & Response - Effective July 1, 2016
- Infectious Disease Prevention Section (IDPS) - Effective January 1, 2017
- Office of Drinking Water Group A Program - Effective January 1, 2015
- Office of Immunization & Child Profile - Effective January 1, 2017

☐ Deletes Statements of Work for the following programs:

2. Exhibit B-14 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-13 Allocations as follows:

☒ Increase of **$173,295** for a revised maximum consideration of **$4,895,124**.

☐ Decrease of _____ for a revised maximum consideration of _____.

☐ No change in the maximum consideration of _____.
Exhibit B Allocations are attached only for informational purposes.

3. Exhibit C-14 Schedule of Federal Awards, attached and incorporated by this reference, amends and replaces Exhibit C-13.

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

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

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

KITSAP PUBLIC HEALTH DISTRICT

_____
Date

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

_____
Date

APPROVED AS TO FORM ONLY
Assistant Attorney General

2015-2017 CONSOLIDATED CONTRACT
EXHIBIT A
STATEMENTS OF WORK
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DOH Program Name or Title: Office of Immunization & Child Profile - Effective January 1, 2017 45

Exhibit A
Statement of Work
Contract Term: 2015-2017

DOH Program Name or Title: Emergency Preparedness & Response - Effective July 1, 2016

Local Health Jurisdiction Name: Kitsap Public Health District

Contract Number: C17113

SOW Type: Revision **Revision # (for this SOW)** 4

Period of Performance: July 1, 2016 through June 30, 2017

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: The purpose of this statement of work is to establish the funding and tasks for the Public Health Emergency Preparedness and Response program for the 2016 grant period ending June 30, 2017.

Revision Purpose: The purpose of this revision is to to remove Project 15-16 ES01 Task #2 and deobligate $9,243 in funding per request from Kitsap County.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only) Start Date	Funding Period (LHJ Use Only) End Date	Current Consideration	Change Decrease (–)	Total Consideration
FFY16 PHEP BP5 LHJ Funding	93.069	333.93.06	18101190	07/01/16	06/30/17	300,555	0	300,555
FFY16 EPR HPP BP5 Healthcare System Prep	93.889	333.93.88	18101200	07/01/16	06/30/17	72,191	0	72,191
FFY16 EPR HPP BP5 Healthcare System Prep	93.889	333.93.88	18101200	07/01/16	06/30/17	20,000	0	20,000
FFY15 EPR HPP Ebola Part A Prep & Response	93.817	333.93.81	18101680	07/01/16	06/30/17	43,767	0	43,767
FFY15 EPR PHEP Ebola Second Supplemental	93.074	333.93.07	18101670	07/01/16	03/30/17	17,899	-9,243	8,656
TOTALS						**454,412**	**-9,243**	**445,169**

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
FFY16 PHEP BP5 LHJ Funding					
1	Attend emergency preparedness events, (e.g. trainings, meetings, conference calls, and conferences) as necessary to advance LHJ preparedness or complete the deliverables in this statement of work.		Submit mid-year and end-of-year progress reports.	December 31, 2016 and June 30, 2017	Reimbursement for actual costs, not to exceed total funding consideration amount.
2	Complete reporting templates as requested by DOH to comply with program and federal grant requirements (e.g. performance measures, gap analysis, mid-year and end-of-year reporting templates, etc.)		Submit completed templates to DOH	June 30, 2017	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3	Develop or update and maintain written procedures to activate an Emergency Response Plan within the jurisdiction. Include the following: • Describe how the command structure is utilized to manage emergency response • Describe the relationship between the LHJ and the county Emergency Operating Center (EOC) during a response. • Identify and maintain an EOC location from which public health will coordinate the Emergency Support Function #8 (ESF#8) response (this may be the County's EOC) • Identify the actions the LHJ will take in response to public health incidents that initiate a response. • Describe the process for notifying and mobilizing staff during an incident. 3.1) Document that ESF#8 is identified in the Public Health Emergency Plan and is integrated with the City and/or County Emergency Plans. 3.2) Provide training on ESF#8 response plans and policies for appropriate staff who serve in the EOC in the ESF#8 role within the Incident Command System (ICS). 3.3) Train appropriate public health emergency response staff on Web EOC or applicable information management system utilized by local emergency management in the county.		Submit mid-year and end-of-year progress reports. Submit the most recent Emergency Response Plan. Submit written ESF#8 documentation showing inclusion in city and/or county emergency plans. Provide agenda and sign-in sheets for training conducted. Provide syllabus and sign-in sheets for training conducted.	December 31, 2016 and June 30, 2017 June 30, 2017 June 30, 2017 June 30, 2017 June 30, 2017	
4	Develop or update and maintain a decision making protocol to support the Local Health Officer (LHO) and the Public Health Administrator in making policy level		Submit completed protocol to DOH	June 30, 2017	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	decisions during an emergency. Ensure the LHO is capable of exercising legal authorities as necessary to protect public health.				
5	Maintain Washington Secure Electronic Communication, Urgent Response and Exchange System (WASECURES) program as the primary emergency notification system within the LHJ and include all critical LHJ positions as registered users. 5.1) Conduct a notification drill, within the jurisdiction, using WASECURES. Notes: Registered users of WASECURES must log in quarterly at a minimum. DOH will provide on-site technical assistance to LHJ, as needed, on utilizing WASECURES. LHJ may choose to utilize other notification systems <u>in addition</u> to WASECURES to alert staff during incidents.		Submit list of registered users to include their title and role in the emergency response plan. Submit results of notification drill.	June 30, 2017 June 30, 2017	
6	Develop or update and maintain procedures for defining how LHJ will request assistance during disasters from the local Emergency Operations Center (EOC), neighboring LHJs, and DOH. • Identify how resources are coordinated with the local EOC. • Identify how to coordinate logistics to receive resources from DOH and other partners. (If LHJs rely on local Emergency Management (EM) or other partners to coordinate logistical issues for receiving resources, and the local EM plan documents this fact, that documentation will suffice.)		Submit the updated procedures to DOH	June 30, 2017	
7	Develop or update and maintain procedures and tools to demonstrate the ability to inform the public of threats to health and safety by various means. Include a list of the various mechanisms used by your LHJ for releasing information to the public during drills,		Submit up to date procedures used to inform the public during drills, exercise or incident response. Include a summary of how communication tools were used.	June 30, 2017	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	exercises or incident response. 7.1) Create and maintain templates for news releases for categories of public health hazards.		Submit sample templates.	June 30, 2017	
8	Develop and/or update and maintain a continuity of operations plan (COOP) for your jurisdiction. Plan shall include: • Definition and identification of essential services to sustain LHJ mission and operations • Line of succession and written delegation of authority for select critical positions in the LHJ, including LHO. • Plans for cross training and reassigning staff (scalable workforce reduction) and temporarily discontinuing select LHJ functions to sustain critical services.		Submit the most current COOP plan to DOH	June 30, 2017	
9	Develop or update and maintain the capability to gain and maintain situational awareness during an incident. Develop or update and maintain forms and procedures for collecting key data elements during disasters including: • The functionality of critical public health operations • The functionality of critical healthcare facilities and the services they provide • The functionality of critical infrastructure serving public health and healthcare facilities (roads, water, sewer, power, communications) • Number of disease cases • Number of fatalities attributed to an incident • If key elements are collected by others, such as local EM, Healthcare Coalition (HCC) or Coroner or Medical Examiner,		Submit a summary of how these policies and procedures were used to maintain situational awareness during all drills, exercises and incidents in the mid and end-of-year progress reports. Submit data collection forms	June 30, 2017 June 30, 2017	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	describe how the LHJ gains access to that information. 9.1) Train staff to all procedures used to establish and maintain situational awareness during an incident.		Submit sign-in sheets for trainings conducted.	June 30, 2017	
10	Participate in one or more drills, exercises or real world incidents testing each of the following: • The process for requesting and receiving resources • The process for gaining and maintaining situational awareness • Development of an ESF#8 situation report, or compilation of situational awareness information to be included in a County situation report • EOC or ICS activation • The COOP plan for the LHJ		Submit mid-year and end-of-year progress reports Submit after action review (AAR) and improvement plan (IP) for each drill, exercise, or incident. (Note: If LHJ participates in a drill, exercise or real world incident lead by another entity and are unable to obtain the documents, write an AAR and IP for your LHJ's role in the drill, exercise or incident.)	December 31, 2016 and June 30, 2017 Within 45 days of completion of the exercise.	
11	Develop or update and maintain an ESF#8 situation report form based on an established planning cycle. 12.1) Develop or update and maintain procedures for disseminating situation reports to ESF#8 response partners.		Submit situation report template. Submit situation report dissemination procedures	June 30, 2017 June 30, 2017	
12	For non-Cities Readiness Initiative (CRI) counties: Develop or update and maintain procedures to request, receive, and dispense medical countermeasures. 13.1) Develop or update and maintain medication distribution plans to ensure strategic national stockpile (SNS) resources delivered to the health jurisdiction reach dispensing locations identified by the LHO.		Submit the most recent procedure to request, receive and dispense medical countermeasures to DOH. Submit most recent medication distribution plans.	June 30, 2017 June 30, 2017	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
13	Develop or update and maintain procedures on how spontaneous health and medical volunteers are managed during disaster response, including roles non-vetted volunteers can perform.		Submit procedure regarding management of medical volunteers to DOH.	June 30, 2017	
14	Develop and/or update and maintain a public health preparedness training and exercise plan for the regional lead jurisdiction.		Submit the most current training and exercise plan.	June 30, 2017	
15	Develop and/or update and maintain logistical support plans for individuals placed into isolation or quarantine (this need not include identification of quarantine facilities). Plans must meet requirements defined in WAC Chapter 246-100.		Submit the most current isolation/ quarantine plans.	June 30, 2017	
16	Demonstrate the ability to develop, or contribute to, an incident action plan (IAP) that addresses public health and supports medical operational objectives. IAPs developed for real world incidents, planned events, and during exercises may satisfy this activity.		Submit IAPs developed for planned events, exercises or real world incidents during the contract period.	June 30, 2017	
17	Develop and/or update and maintain agreements with facilities within the region that could serve as medical needs shelter or an Alternate Care Facility (ACF) or Federal Medical Stations (FMS).		Submit a list of facilities and copies of current agreements.	June 30, 2017	
18	Develop or update and maintain a jurisdictional Epidemiology Response Plan. Assure the capability to lead disease surveillance and investigation response for public health hazards affecting the jurisdiction. 19.1) Train staff on roles and responsibilities in the Epidemiology Response Plan.		Submit Epidemiology Response Plan Submit training agenda and signed rosters.	June 30, 2017 June 30, 2017	
19	Provide consultation and grant support to Clallam and Jefferson Local Emergency Response Coordinators (LERCs). Provide consultation to DOH on behalf of Region 2 as requested.		Submit mid-year and end-of-year progress reports.	December 31, 2016 and June 30, 2017	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
20	Maintain local system to provide information and warnings to community and response partners.		Submit mid-year and end-of-year progress reports.	December 31, 2016 and June 30, 2017	
21	Maintain regional answering service program and Kitsap Public Health District (KPHD) Duty Officer program.		Submit mid-year and end-of-year progress reports.	December 31, 2016 and June 30, 2017	
22	Conduct outreach strategies to at-risk populations to foster community resilience by activities such as distributing wallet medication cards to community partners, providing information on individual health preparedness and how to receive emergency health information.		Submit mid-year and end-of-year progress reports. Submit a copy of the wallet medication card.	December 31, 2016 and June 30, 2017 June 30, 2017	
FFY16 EPR HPP BP5 Healthcare System Prep					
1	Attend emergency preparedness events, (e.g. trainings, meetings, conference calls, and conferences) as necessary to advance LHJ's preparedness or complete the deliverables in this statement of work.		Submit mid-year and end-of-year progress reports.	December 31, 2016 and June 30, 2017	Reimbursement for actual costs, not to exceed total funding consideration amount.
2	Complete reporting templates as requested by DOH to comply with program and federal grant requirements (e.g. performance measures, gap analysis, mid-year and end-of-year reporting templates, etc.)		Submit completed templates in the mid-year and end-of-year reports.	December 31, 2016 and June 30, 2017	
3	Maintain a Regional Lead for WATRAC *(HOSCAP for Region 4)*. The Regional Lead is responsible for the following: • Maintaining proficiency in using WATrac/HOSCAP throughout key healthcare system partners (hospitals at a minimum). • Encourage EMS/dispatch partners' use of the system during emergencies and disasters. • Provide training, registration assistance and technical assistance to regional healthcare facilities on WATrac/HOSCAP.		Submit mid-year and end-of-year progress reports. Submit name and contact information for WATrac/ HOSCAP Regional Lead to DOH. Submit training rosters and/or drill After Action Report and Improvement Plan.	December 31, 2016 and June 30, 2017 December 31, 2016 June 30, 2017	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	• Work with WATrac/HOSCAP Coordinator to resolve issues when needed. • Encourage all regional hospitals to participate in WATrac (HOSCAP)/HAvBED user drills. • Conduct one training or participate in a drill with key healthcare partners.				
4	Review and/or update procedures to establish contact, by voice and email, during disasters with all LHJs and critical healthcare facilities in the region to include, but not limited to; • Hospitals • Skilled Nursing Facilities • Dialysis Centers • Blood Centers		Submit procedures for contacting LHJs and critical health care facilities.	June 30, 2017	
5	Review and/or update forms and procedures to gain and maintain regional healthcare situational awareness during a medical emergency. Key elements to include are: • The functionality of all critical healthcare facilities in the region. (If this is collected by someone else, identify how the coalition has access to it and how the coalition provides the information to healthcare and public health decision makers.) • The functionality of critical infrastructure serving healthcare facilities (roads, water, sewer, power, communications). • The immediate and long term needs of critical healthcare facilities. 5.1) Conduct trainings for partners on all forms and processes that are built to guide collection of key data elements.		Submit forms and procedures used to gain regional healthcare situational awareness. Submit training rosters to DOH	June 30, 2017 June 30, 2017	
6	Review and/or update a regional healthcare situation status report form (either a stand-alone document, or as part of a county, or ESF#8 Situation Report).		Submit situation status report form.	June 30, 2017	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
7	Review and/or update a procedure to disseminate regional situation status reports to health and medical response partners.		Submit procedures to disseminate regional healthcare situation status reports to partners.	June 30, 2017	
8	Review and/or update procedures to define how critical healthcare facilities would request assistance during disasters. Key elements to include are: • Where critical healthcare facilities will direct their requests for medical and non-medical resources or information • Define the circumstances under which resource requests from critical healthcare facilities across the region are coordinated with county or city emergency operations centers (EOCs). 8.1) Provide guidance to critical healthcare facilities that have mutual aid agreements on the process to be used for requesting and receiving assistance under these agreements. 8.2) Encourage all hospitals within the region to participate in the statewide hospital mutual aid agreement		Submit mid-year and end-of-year progress reports. Submit procedures defining how critical healthcare facilities would request assistance during disasters.	December 31, 2016 and June 30, 2017 June 30, 2017	
9	Participate in and disseminate a survey to regional healthcare partners on the need for acquiring and maintaining state level stockpiles of medical equipment and supplies and share the information with DOH.		Submit mid-year and end-of-year progress reports. Submit survey results.	December 31, 2016 and June 30, 2017 June 30, 2017	
10	Attend and participate with DOH in, no more than monthly, meetings or conference calls to facilitate statewide medical surge planning for catastrophic disasters involving large-scale patient transport.		Submit mid-year and end-of-year progress reports.	December 31, 2016 and June 30, 2017	
11	Participate with the U.S Department of Health and Human Services (HHS) in an evaluation of existing Alternate Care Facilities (ACF) agreements for suitability as a Federal Medical Station (FMS). If existing ACF sites are not suitable, work with HHS to identify		Submit mid-year and end-of-year progress reports.	December 31, 2016 and June 30, 2017	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	one suitable FMS site per healthcare coalition (HCC) region. Attend HHS assessments to determine suitability of facilities as FMS sites.				
12	Conduct and/or participate in one or more exercises testing each of the following: • The use and dissemination of situational awareness tools and processes • The procedure for requesting regional mutual aid across critical healthcare facilities that have agreements in place. Contribute to an AAR and IP in a real world event or exercise.		Submit after action review (AAR) and improvement plan (IP) for each exercise to DOH. Submit procedures for requesting mutual aid. Submit AAR and IP	June 30, 2017 June 30, 2017 June 30, 2017	
13	Conduct an annual assessment of training needs among coalition partners to inform the state level training and exercise workshop.		Submit assessment of training needs to DOH.	November 30, 2016	
14	Participate and contribute to AAR processes and IPs by local health jurisdictions, local emergency management and critical healthcare facilities following all emergency incidents involving healthcare response.		Submit contributions to AARs and IPs to DOH.	June 30, 2017	
FFY16 EPR HPP BP5 Healthcare System Prep - Triage and Treatment Center Project - $20,000					
1	Revise and update Clinic Triage and Treatment Center instructor curriculum.		Submit mid-year and end-of-year progress reports. Submit updated Triage and Treatment Center instructor curriculum.	December 31, 2016 and June 30, 2017 June 30, 2017	Reimbursement for actual costs, not to exceed total funding consideration amount.
2	Conduct three Triage and Treatment Center instructor trainings for healthcare facility staff in three regions of the state: west, central and east. 2.1) Promote trainings at conferences, meetings, and other events.		Submit mid-year and end-of-year progress reports. Submit training invitation, presentation slides, participant feedback surveys, and rosters.	December 31, 2016 and June 30, 2017 June 30, 2017	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
FFY15 EPR HPP Ebola Part A Prep and Response **[Note: This federal grant funding award is for the period of July 1, 2016 through June 30, 2020. Unspent funding for Ebola activities in this consolidated contract will be carried over into the new consolidated contract beginning January 1, 2018 through June 30, 2020.]**					
1	Coordinate Ebola preparedness activities and training with local healthcare system partners.		Submit mid-year and end-of-year progress reports.	December 31, 2016 and June 30, 2017	Reimbursement for actual costs, not to exceed total funding consideration amount.
2	Participate in DOH-led workgroups around preparedness for Ebola and other special pathogens.		Submit mid-year and end-of-year progress reports	December 31, 2016 and June 30, 2017	
3	Provide all coalition partners in your region, to include at least EMS, hospitals, and emergency management agencies, access to annual training in order to ensure the competency of workers to identify, assess, and treat suspected or confirmed patients with Ebola.		Submit materials and rosters for each training. Training rosters must identify the home agency of each attendee.	June 30, 2017	
4	Provide all coalition partners in your region, to include at least EMS, hospitals, and emergency management agencies, access to annual exercises to validate their ability to perform their respective role in the healthcare system in the identification, assessment, movement, and treatment of a patient with Ebola or other highly infectious disease (including MERS-CoV, measles, etc.)		Submit exercise attendance roster and after action report and improvement plan (AAR/IP). Exercise rosters must identify the home agency of each attendee.	June 30, 2017	
5	Participate in state-led exercises		Submit mid-year and end-of-year progress reports	December 31, 2016 and June 30, 2017	
6	Support local Ebola assessment/treatment facility-led exercises within your region if applicable.		Submit mid-year and end-of-year progress reports	December 31, 2016 and June 30, 2017	
7	Support local Ebola assessment/treatment facility-led training within its region if applicable.		Submit mid-year and end-of-year progress reports	December 31, 2016 and June 30, 2017	
FFY15 EPR PHEP Ebola Second Supplemental					
15-16.ES01	**Persons Under Investigation (PUI) Monitoring**				Reimbursement for actual costs, not to exceed total funding consideration amount
1	Develop a plan and procedures for active and direct monitoring to include specific planning scenarios, creating a staffing roster and a plan for training staff for these scenarios.		Submit mid-year and end-of-year progress reports.	December 31, 2016 and June 30, 2017	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Consult with Clallam and Jefferson LHJs.		Submit monitoring plan, procedures, staffing roster and training plan.	March 30, 2017	
~~2~~	~~Create an epidemiological monitoring database that can be used to track PUIs or contacts of case patients for communicable diseases such as Ebola or other novel, emerging, or highly infectious diseases.~~		~~Submit mid-year and end-of-year progress reports.~~ ~~Submit database template.~~	~~December 31, 2016 and June 30, 2017~~ ~~March 30, 2017~~	
15-16.ES02	**Mass Fatality**				Reimbursement for actual costs, not to exceed total funding consideration amount
1	Using Centers for Disease Control and Prevention (CDC) guidance, assess the capacity and operations of the of Kitsap County funeral homes and crematoriums ability to handle, transport, and store human remains and personal effects related to highly infectious diseases including Ebola. Address any jurisdictional issues.		Submit mid-year and end-of-year progress reports. Submit assessment results.	December 31, 2016 and June 30, 2017 September 30, 2016	
2	Collaborate with the Kitsap County Coroner's Office on handling human remains related to highly infectious diseases including Ebola and determine any jurisdictional issues and services currently provided by that office.		Submit meeting documentation to include agenda, roster and minutes.	September 30, 2016	
3	Develop a Kitsap County plan for handling of human remains for any communicable disease including novel or highly infectious diseases such as Ebola. Share this plan with Clallam and Jefferson.		Submit mid-year and end-of-year progress reports. Submit plan to DOH	December 31, 2016 and June 30, 2017 March 30, 2017	
15-16.ES03	**Non-Pharmaceutical Intervention Plan Revision and Development of Implement Procedures and Public Information Materials**				Reimbursement for actual costs, not to exceed total funding consideration amount
1	Conduct a regional workshop for staff and potential surge staff regarding the implementation of non-pharmaceutical interventions (NPIs) for highly infectious diseases, including Ebola.		Submit workshop date, training materials and participant roster.	September 30, 2016	
2	Develop Kitsap County procedures for implementing NPIs to help contain an outbreak for highly infectious diseases, such as Ebola. Share procedures with Clallam and Jefferson for their potential customization.		Submit mid-year and end-of-year progress reports. Submit finalized procedures	December 31, 2016 and June 30, 2017 March 30, 2017	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3	Test NPI procedures in a tabletop exercise focusing on a highly pathogenic emerging disease scenario, such as Ebola.		Submit mid-year and end-of-year progress reports. Submit tabletop slides, participant roster, and after action report.	December 31, 2016 and June 30, 2017 March 30, 2017	
4	Create a public information document on NPIs that can be used during a communicable disease outbreak of novel, emerging, or highly infectious diseases such as Ebola. Develop a distribution plan.		Submit mid-year and end-of-year progress reports. Submit the public information document and distribution plan.	December 31, 2016 and June 30, 2017 March 30, 2017	

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

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

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

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

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Exhibit A
Statement of Work
Contract Term: 2015-2017

DOH Program Name or Title: Food Insecurity Nutrition Incentive Program - Effective April 1, 2017

Local Health Jurisdiction Name: Kitsap Public Health District

Contract Number: C17113

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

Period of Performance: April 1, 2017 through December 31, 2017

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: The purpose of this statement of work is to provide Food Insecurity Nutrition Incentive program (FINI) funding to increase the purchase of fruits and vegetables by low-income consumers participating in Supplemental Nutrition Assistance Program (SNAP) by providing incentives at the point of purchase. This program will test strategies that could contribute to our understanding of how to best increase the purchase of fruits and vegetables by SNAP participants and develop effective and efficient benefit redemption technologies.

Revision Purpose: N/A

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only) Start Date	Funding Period (LHJ Use Only) End Date	Current Consideration	Change Increase (+)	Total Consideration
FFY17 USDA SNAP ED FINI	10.331	333.10.33	76430270	04/01/17	12/31/17	0	98,291	98,291
TOTALS						**0**	**98,291**	**98,291**

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.0	For Food Insecurity Nutrition Incentive (FINI), the LHJ will perform work as described in the DOH-approved Project Narrative and budget. Any changes to the Project Narrative and budget must be submitted to DOH in writing and pre-approved by DOH and U.S. Department of Agriculture (USDA) before they can be implemented.		1. Supplemental Nutrition Assistance Program (SNAP) target audience reached 2. Project activities completed 3. Data and evaluation measures completed	For the Period: 04/01/17-12/31/17 Due: Based on approved Project Narrative	Reimbursement upon receipt and approval of deliverables for the funding period will not exceed **$98,291**.* LHJ will be reimbursed for allowable costs incurred based on approved federal budget and match documented. LHJ must provide match up front to pull down federal funding.

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
					*See special billing requirements section.
1.1	**Report data to be collected:** 1. Required data elements established by DOH, University of Washington's Center for Public Health Nutrition (CPHN) and Westat, the national FINI evaluator. 2. Status update on project deliverables. If available, any success stories when appropriate.		Use forms provided by DOH and CPHN to summarize the work aforementioned in the FINI Project Narrative for monthly, quarterly, and annual reporting.	Reports due for the period April 1, 2017 – December 31, 2017: **May 1, 2017** Q1 2017 (Jan 1 – Mar 31) Quarterly Data due **May 1, 2017** 2017 (April 1, 2016 – March 31, 2017) Annual Data due **July 31, 2017** Q2 2017 (April 1- June 30) Quarterly Data due **October 30, 2017** Q3 2017 (July 1 – Sept 30) Quarterly Data due	See payment information as referenced in task number 1.0
1.2	**Submit Timely Monthly Invoice Vouchers**		Prepare and submit invoicing which includes; • FINI A19-1A Invoice voucher • An agency fiscal ledger • Backup documentation supporting all reimbursable costs and local match Invoicing must be sent to the DOH fiscal lead for review before payment is made.	**Monthly**: Invoices due no later than 30 days after the end of the preceding month. For example, October A19 invoice submitted no later than November 30 and so on. Quarterly invoicing is allowable if approved by DOH contract manager.	See payment information as referenced in task number 1.0

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Program Specific Requirements/Narrative

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

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Assurances – All agencies will comply with the following assurances:
- Programming and services provide focus on the SNAP audience.
- Program activities are reasonable and necessary to accomplish FINI objectives and goals.
- Program activities do not supplant existing programs, and where operating in conjunction with existing programs, enhance and supplement them.
- Any messages of nutrition education are consistent with the Dietary Guidelines for Americans and do not disparage any specific food, beverage or commodity.
- Activities or employee hours included as contributions for any other Federal award may not be used as match/cost sharing. The LHJ must maintain and make available for review and audit supporting documentation showing actual hours worked per Federal funding stream for each employee contributing time to both FINI and other Federal awards.
- Documentation of payments for approved FINI activities must be maintained by the LHJ and be available for review and audit.
- Program activities conducted in compliance with all applicable Federal laws, rules, regulations including Civil Rights and OMB circulars governing cost issues, as well as the General Provisions found in Title 2: 2 CFR Part 400; 2 CFR Part 415; 2 CFR Part 416; 2 CFR Part 418; 2 CFR Part 422; Title 7:7 CFR Part 3430 and Research Terms and Conditions (06/11) and National Institute of Food and Agriculture (NIFA) agency Specific Terms and Conditions (10/14) at http://www.nifa.usda.gov/business/awards/awardterms.html.
- All materials developed or printed with FINI funds include the appropriate credit to USDA as a funding source. When acknowledging USDA support in accordance with 2 CFR Part 415, grantees must use the following acknowledgment for all projects or initiatives supported by NIFA:
  "This material is based upon work that is supported by the National Institute of Food and Agriculture, U.S. Department of Agriculture, under award number 2015-70018-23357."

We also expect that you will use NIFA's official identifier in all of your publications, posters, websites and presentations resulting from your award. This identifier can be found at http://nifa.usda.gov/resource/official-nifa-identifier.

Audits
The local governmental agency, Indian Tribal Organization or non-Governmental Agency must make State financial and program audits or reviews conducted by other entities available to the DOH, USDA, or its designee.

Monitoring expectations
The local governmental agency, Indian Tribal Organization or non-Governmental Agency's premises and records will be made available upon request to DOH and USDA staff for the purposes of observing nutrition education activities and reviewing for program and fiscal compliance. All non-capital equipment and reusable educational materials should be tracked in an inventory list and available for review upon request.

Annual Civil Rights Training Requirement (see FNS Instruction Number 113-1 Chapter XI) - http://www.fns.usda.gov/sites/default/files/113-1.pdf
"Training is required so that people involved in all levels of administration of programs that receive Federal financial assistance understand civil rights related laws, regulations, procedures, and directives. The local governmental agency, Indian Tribal Organization or non-Governmental Agency must are responsible for training their subrecipients, including 'frontline staff.' 'Frontline staff' who interact with program applicants or participants, and those persons who supervise 'frontline staff' must be provided civil rights training an annual basis." Documentation must be maintained in personnel files confirming the following:

1. Name(s) of staff completing the annual civil rights training,
2. Date of Training
3. Brief summary of training source(s)/materials

Records
(Record Retention and Management-State Agency and All Sub-grantees 7CFR 272.2)
All records are to be retained for six years from fiscal closure. This requirement applies to fiscal records, reports and client information. Supporting documentation may be kept at the sub-grantee level, but shall be available for review for six years from the date of quarterly claim submittal. Any costs that cannot be substantiated by source documents will be disallowed.

Travel
The LHJ is expected to comply with the Office of Financial Management's Travel Management Requirement and Restrictions as found in policy 10.10.
http://www.ofm.wa.gov/policy/10.htm

Amendments
LHJ must submit a request to DOH to amend a project plan and/or budget for prior approval whenever they wish to change the USDA-approved scope of activities and/or budget. No changes may be incorporated into the project plan until an amendment request is approved by DOH and/or USDA.

Budget Revisions
The local governmental agency, Indian Tribal Organization or non-Governmental Agency, is allowed, in the Federal Fiscal year period, to request an adjustment be made to a funded line item listed in within the approved budget, with pre-approval from the DOH designated contract manager. Any anticipated changes to the budget must be pre-approved by DOH.

Special Funding Requirements
Payment for deliverables as specified herein is dependent on receipt of funding from the USDA funding sources. In the event funding is not received, DOH is under no obligation to make payments for the deliverables as specified. If funding is reduced or limited in any way after the effective date of this statement of work and prior to normal completion DOH may terminate task(s), remove funds, or reallocate funds at DOH's discretion under new funding limitations and conditions. DOH will make payments only upon the receipt of the funding. DOH will notify the LHJ within seven (7) working days upon notice by the funding source of funding availability.

Special Billing Requirements
1. All invoices, billing, and reimbursements must be in compliance with all applicable Federal laws and rules including OMB circulars governing cost issues.

2. Total costs bill will not exceed the USDA-approved budget amount listed in the text box below.
   a. Bills must be for only FINI specific activities, using a DOH A19-1A invoice voucher
   b. A FINI specific A19-1A must be submitted to the agency's designated DOH FINI contract manager within 30 days of the last day of the month for which the work is being billed.

3. Documentation must be submitted with each FINI A19-1A invoice voucher. Documentation should include the following;
   a. A copy of the agency's financial expanded/detailed general ledger.

b. Backup documentation for all costs which may include but are not limited to receipts, timesheets, volunteer hours, tracking incentive reimbursement, and must be available upon request.

4. Indirect Rate
All indirect rates must be submitted and preapproved by DOH and NIFA-USDA. The LHJ is responsible for ensuring that indirect costs included in the LHJ's budget and invoicing is supported by an indirect cost agreement and/or cost allocation plan approved by the appropriate agency. The LHJ cannot bill indirect costs that are determined to be unacceptable and will be disallowed.

SOURCE	TOTAL BUDGET
USDA	$98,291

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Exhibit A
Statement of Work
Contract Term: 2015-2017

DOH Program Name or Title: Infectious Disease Prevention Section (IDPS) - Effective January 1, 2017

Local Health Jurisdiction Name: Kitsap Public Health District

Contract Number: C17113

SOW Type: Revision **Revision # (for this SOW)** 1

Period of Performance: January 1, 2017 through December 31, 2017

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☒ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: The purpose of this statement of work is to provide infectious disease (HIV, STD, and Adult Viral Hepatitis) prevention services.

Revision Purpose: The purpose of this revision is to add the Task and funding for AVH activities.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only) Start Date	Funding Period (LHJ Use Only) End Date	Current Consideration	Change Increase (+)	Total Consideration
STATE HIV PREVENTION	N/A	334.04.91	12401100	01/01/17	06/30/17	20,000	0	20,000
STATE HIV PREVENTION	N/A	334.04.91	TBD	07/01/17	12/31/17	20,000	0	20,000
FFY16 VIRAL HEPATITIS SURV PART B	93.270	333.93.27	12507260	01/01/17	04/30/17	0	4,897	4,897
TOTALS						**40,000**	**4,897**	**44,897**

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
See contract tasks and deliverables below.					

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Task: SSP-1	**Syringe Service Programs (SSP): People Who Use Drugs (PWUD)**	**Period: January 1, 2017 - December 31, 2017**

Service Definition:	To provide comprehensive Syringe Service Program (SSP) to people who use drugs (PWUD). This plan of action is directed to distribute syringes to communities that use drugs to prevent transmission of infectious disease. SSP programs will provide clean works / harm reduction supplies with syringes to prevent transmission of disease. SSP will provide referrals to address social determinants of health.
Strategies:	• Provide fixed site and/or outreach to engage communities that use drugs. • Distribution of syringes will be on participant needs and/or one for one based on program policy • SSPs will provide referrals to address social determinants of health and provide follow-up within program capacity. • SSP programs will distribute needles, cottons, cookers, and wound care items while providing risk reduction counseling around human immunodeficiency virus (HIV) and hepatitis C virus (HCV) transmission. • When possible, SSPs will refer and provide testing for participants based on the programs supports.
Targeted Population:	People who use drugs

Deliverables/ Measures:			
	a.	Number of PWUD served	3,500 duplicated
	b.	Number of Syringes Distributed	1,000,000
	c.	Number of Referrals to address social determinants of health	250
	d.	Number of Clean Works/Harm Reduction supplies distributed	250,000
	e.	Number of Participants referred to testing/care: HIV/HCV/STD	100
	f.	Number of Condoms Distributed	5,000

Reporting:	By the 15th of the month, enter previous month's deliverable data into Statewide HIV Activity Reporting and Evaluation (SHARE) system.

		Budget	
A	Salaries		$23,540
B	Benefits		$6,271
C	Service Contracts		
E	Supplies/Goods		
G	Travel		
J	Equipment		
N	Sub-Contracts		
O	Other		
IDC		%	$10,189
		Total:	**$40,000**

Task: Adult Viral Hepatitis (AVH)-2	**Hepatitis Surveillance Activities**	**Period:**	**January 1 - April 30, 2017**

Service Definition:	*Enhanced viral hepatitis surveillance*
Strategies:	• *Review clinical and laboratory data on each hepatitis case selected for enhanced surveillance.* • *Conduct follow-up activities with partners, physicians, and/or caregivers to obtain risk factor information, history of vaccination and other prevention and care services, and contacts of cases that are recommended to receive preventative services.* • *Document enhanced viral hepatitis investigations in the Public Health Issue Management System (PHIMS) and provide additional supporting documentation for enhanced surveillance (e.g., investigation tracker tool) as required by DOH.* • *Participate in hepatitis surveillance related conference calls with DOH to assist with the development and implementation of its activities aimed at improving viral hepatitis surveillance.*
Targeted Population:	• *Uninsured adults born from 1945 through 1965* • *Current and past injection drug use* • *Other high risk populations include; newly diagnosed HIV infection, prior recipients of transfusions or organ transplantations prior to 1992 and persons who were ever on long-term hemodialysis*
Deliverables/ Measures	*Number of Enhanced Surveillance Cases*
Reporting:	*Documentation in PHIMS on a monthly basis.*

Budget		
A	*Salaries*	*$2,943*
B	*Benefits*	*$883*
C	*Service Contracts*	
E	*Supplies/Goods*	
G	*Travel*	
J	*Equipment*	
N	*Sub-Contracts*	
O	*Other*	
IDC		*$1,071*
	Total:	***$4,897***

Program Specific Requirements/Narrative

Federal Funding Accountability and Transparency Act (FFATA)

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Fiscal Guidance

i) **Funding** – Funds provided in the Budget are for services provided during the period January 1, 2017 –December 31, 2017. The LHJ shall submit all claims for payment for costs due and payable under this statement of work by January 31, 2018. DOH will pay belated claims at its discretion, contingent upon the availability of funds.

ii) The LHJ agrees to reimburse DOH for expenditures billed to the DOH for costs that are later determined through audit or monitoring to be disallowed under the requirements of ~~*Office of Management and Budget (OMB) Circular A-122 (Cost Principles for Non-Profit Organizations)*~~ *2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

iii) **Submission of Invoice Vouchers** – On a monthly basis, the LHJ shall submit correct A19-1A invoice vouchers amounts billable to DOH under this statement of work. **All A19-1A invoice vouchers must be submitted by the 25th of the following month.**

Month of A19-1A Invoice	A19-1A Invoice Due Date
January 1-31, 2017	February 25, 2017
February 1-29, 2017	March 25, 2017
March 1-31, 2017	April 25, 2017
April 1-30, 2017	May 25, 2017
May 1-31, 2017	June 25, 2017
June 1-30, 2017	July 25, 2017
July 1-31, 2017	August 25, 2017
August 1-31, 2017	September 25, 2017
September 1-30, 2017	October 25, 2017
October 1-31, 2017	November 25, 2017
November 1-30, 2017	December 25, 2017
December 1-31, 2017	January 31, 2018

The LHJ shall use and adhere to the DOH Infectious Disease Reimbursement Guidelines and Forms when submitting A19-1A invoice voucher payment requests to DOH.

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Exhibit A
Statement of Work
Contract Term: 2015-2017

DOH Program Name or Title: NEP-PIC NTA 0237 - Effective April 1, 2017

Local Health Jurisdiction Name: Kitsap Public Health District
Contract Number: C17113

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

Period of Performance: April 1, 2017 through December 31, 2017

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: The purpose of this statement of work is to provide additional resources for investigating and eliminating sources of bacterial pollution in shellfish growing areas in Kitsap County.

Note: Deliverables and due dates after December 31, 2017 are included in this statement of work for informational purposes only and will be included in a new statement of work under the new consolidated contract term beginning January 1, 2018.

Revision Purpose: N/A

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only) Start Date	Funding Period (LHJ Use Only) End Date	Current Consideration	Change Increase (+)	Total Consideration
PS SSI 1-5 SUBAWARD PROCESS TASK 4	66.123	333.66.12	261K1204	04/01/17	12/31/17	0	80,000	80,000
TOTALS						**0**	**80,000**	**80,000**

GOALS & MEASURABLE OBJECTIVES
This simply summarizes key deliverables and measures called out in the tasks below. This table is a component of the FEATS repprt.

Description (e.g., "shellfish beds reopened")	Units (e.g. "acres")	Targets ("number")
Prioritize DOH closed parcels and prevent new closures due to shoreline hot spots	DOH Closed parcels	15
Number of septic tank pump out vouchers provided	#Vouchers	72
Number of priority shoreline and stream "hot spots" sources identified using HEC or bacteriodes.	#Pollution sources	
Number of onsite sewage system (OSS) failures identified in priority hot spots	OSS failures	
Number of OSS failures corrected in priority hot spots	OSS corrected	
Number of livestock waste problems and violations identified and corrected in priority hot spots	#Problems or Violations Corrected	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
TASK 0. PROJECT DEVELOPMENT This task must be completed before initiating any other work under this subaward. Work completed prior to the completion of Task 0 will be ineligible for reimbursement under this subaward.					
0.1	**Project Spatial Data and Climate Change Assessment** In the tasks below Subrecipients will create a detailed project outline and timeline to describe project expectations and outcomes. The detailed project plan will also identify how the objectives of the project will be evaluated, including quantifiable performance measures and targets. DOH will review project to see if actions may have climate change intersections. If there are strong climate change interconnections, DOH will work with the subrecipient on how the project may be developed to be climate resilient. DOH will work with the subrecipient on the plan and establish mutual expectations. Subrecipients should provide relevant spatial data for their project and this should be identified in the detailed project plan. Subrecipients should consult with technical staff and spatial analysts where appropriate to determine the spatial data, associated metadata, and data storage location that are relevant for the project. All subrecipients should submit project coordinates (latitude, longitude) in decimal degrees.		Project Spatial Data and Climate Assessment	July 15, 2017	Reimbursement up to $**1,903** based on actual costs.
0.2	**Quality Assurance Project Plan (QAPP) Development** Subrecipient will submit a Quality Assurance Project Plan (QAPP) or QAPP waiver using Environmental Protection Agency's (EPA's) National Estuary Program (NEP) guidance for QAPPs. If a QAPP is required, subrecipients will work with the Washington State Department of Ecology's QA Officer to develop and approve the QAPP. Work related to collecting environmental data may not begin		QAPP or QAPP waiver	Draft QAPP due within 30 days of subaward	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	until the QAPP or waivers are completed and approved. See EPA Programmatic Condition #5 in this agreement for more information.				
0.3	**Effectiveness Consultation (if necessary)** Consult via telephone call with Puget Sound Partnership (PSP) effectiveness team regarding data LHJ is gathering (30 mins). PSP effectiveness team will provide an analysis approach for the Near-Term Actions (NTAs), about a paragraph per project. PSP effectiveness team will provide an analysis of effectiveness of NTAs. Results will be presented to Strategic Initiative Advisory Team (SIAT).		Effectiveness Consultation (if necessary)	March 31, 2019	
****Please see notation in Special Instructions below for further clarification about tasks and requirements with deliverables and due dates after December 31, 2017.**					
TASK 1. Project Management and Reporting This task describes the data collection and reporting requirements associated with this subaward. Maintenance of project records, submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project and submittal of required performance items. Carry out project in accordance with any completion dates outlined in the agreement. Refer to and comply with all underlying federal terms and conditions.					
1.1	**Project Factsheet** Create a project factsheet (using included template) and submit it in MS Word with the first quarterly progress report.		Project Fact Sheet	July 15, 2017	Reimbursement up to **$9,377** based on actual costs.
1.2	**Bi-monthly (ConCon invoices are due every 60 days) Invoicing and Progress Summary** The subrecipient will email bi-monthly progress summary and invoicing related to project tasks and deliverables to the contract manager. The summary period is synced to inform the Grant Program's EPA reporting schedule; therefore it is critical that the Project Sponsor submit these summaries to the Grant Program according to the following schedule. Progress Summaries shall include, at a minimum: • A description of the work completed in the last performance period, including total spending by the project sponsor and any partners and any completed deliverables.		Bi-monthly (every two months) invoice and project summaries. FEATS will serve as project summary for performance periods that fall on or near FEATS due dates. See FEATS schedule in Task 1.2.1. <u>Annual Performance Periods:</u> First Period: January – February	Due annually: June 15 August 15 October 1 (FEATS) December 15 March 15 (FEATS)	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	• The status and completion date for the project activities and near-term deliverables. • Description of any problem or circumstances affecting the completion date, scope of work, or costs. • Evidence that all the reporting requirements have been satisfactorily completed (see below).		Second Period: March –April (FEATS) Third Period: May – June 30 Fourth Period: July – August Fifth Period: September – October (FEATS) Sixth Period: November - December		
1.2.1	**Financial and Ecosystem Accounting Tracking System (FEATS)** Complete semi-annual FEATS progress reports, as well as a final FEATS report. The final FEATS report, reflecting the final project billing, will be provided during project closeout, after the end of the grant, and will describe the entire project, highlighting project outcomes and discussing lessons learned. See EPA Programmatic Condition #1.		Semi-annual FEATS reports	April 1 October 1 And upon project completion.	
1.2.2	**Puget Sound Partnership Required NTA Reporting** NTA owners are required to report on the following: • Implementation status of their actions on a semiannual basis • Financial status of their actions on an annual basis		1. Implementation Status 2. Financial Status	1: March 31-April 28, 2017 November 1-30, 2017 May 1-31, 2018 Upon project/NTA completion or November 2018 2.:June 30-August 15, 2017 June 29-August 13, 2018 Upon contract/NTA completion or August 2019	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.2.3	**STOrage and RETrieval and Water Quality eXchange (STORET) Data Reporting** STORET refers to an electronic data system for water quality monitoring data developed by EPA. If subrecipients collect any physical, chemical or environmental data (e.g. dissolved oxygen, water temperature, salinity, turbidity, pH, phosphorous, total nitrogen, E. coli or Enerococci, and other biological and habitat data) then STORET reporting will be required. Data for an entire calendar year (January 1 – December 31) should be submitted annually. To assist in tracking in STORET, name your project as follows: **NEP_2016_(insert organization name)**; the unique project ID needs to be 35 characters or less. Include the STORET ID in the quarterly progress reports.		STORET (if required)	Per FEATS schedule Task 1.2.1	
1.2.4	**Women/Minority-Owned Business (MBE/WBE) Reports** MBE/WBE reporting is required annually. This federal reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of $150,000., including amendments and/or modifications.		MBE/WBE Reporting	October 15, annually And upon project completion.	
1.3	**Final Project Report** A final report will be written by the project owners that describes the methods, results, lessons learned and recommendations for future work. The final report will evaluate the success of achieving the performance measures identified in the detailed project plan. Included with the final project report will be an updated Project Factsheet (see 1.1).		Final Report and updated Fact Sheet	And upon project completion.	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
TASK 2. LAB ANALYSIS The Kitsap Public Health District (KPHD) pollution identification and correction (PIC) program works to identify and correct sources of bacterial pollution which can impact shellfish resources in Kitsap County. This project is designed to improve Kitsap County's PIC process by fully utilizing techniques and procedures the county has been developing with its partner, the University of Washington's (UW) Center for Urban Waters, to analyze shoreline discharges and streams for human emerging contaminants (HEC). The PIC work, including sample collection, shoreline surveys, and investigative surveys, will be separately paid for by Clean Water Kitsap.					
2.1	HEC include pharmaceuticals and personal care products, hormones or endocrine disrupting compounds, flame retardants, and agrichemicals present in surface water and groundwater. Human emerging contaminants data allows KPHD to prioritize shoreline hot spots - focusing on hot spots with evidence of human contamination first. KPHD will also utilize new bacteriodes techniques developed by the United States Environmental Protection Agency (USEPA) to assist in source identification of human, avian, ruminant and dog bacteriodes.		a) The UW Center for Urban Waters will perform HEC analysis of samples from confirmed E. coli shoreline "hot spots". A maximum of 100 samples (estimated sample cost $500 each) will be collected. b) A laboratory approved by the USEPA and using USEPA methods will perform bacteriodes analysis of samples collected from confirmed E. coli shoreline and stream "hot spots". A maximum of 100 samples (estimated sample cost $500 each) will be collected.	Ongoing. Report progress in summaries and FEATS per Task 1.	Reimbursement up to **$50,000** based on actual costs.
TASK 3. POLLUTION IDENTIFICATION AND CORRECTION (PIC) INCENTIVE VOUCHER PROGRAM Provide septic tank pumping/inspections/riser installation vouchers to property owners with gravity flow drain fields within 200 feet of the marine shoreline or shoreline drainage that have no record of pumping or inspection in the past six years, and have not received incentives in the past.					
3.1	Properties with gravity flow drain fields within 200 feet of the marine shoreline or shoreline drainage, that have no record of pumping or inspection in the past six years and that have not received incentives in the past will be targeted for offer of a voucher.		Septic tank pumping/ inspections/riser installation vouchers distributed (72 x $250 per shoreline owner)	Ongoing. Report progress in summaries and FEATS per Task 1.	Reimbursement up to **$18,015** based on actual costs.

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
TASK 4. BROADER IMPACTS AND COMMUNICATION DOH will work with KPHD to determine targeted audience and ensure purpose of communication is clear.					
4.1	The subrecipient will submit high-quality project photos or video clips of the project (process, progress, etc.). Ensure anyone in the photo or video has signed a release in case photos or videos are used for future publications.		a) Submit high-quality project photos or video clips of the project (process, progress, etc.). b) Meet with Puget Sound Institute/Encyclopedia for Puget Sound staff at project initiation.	a) With final report b) Project initiation	Reimbursement up to **$705** based on actual costs.

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

BUDGET	
Category	**Amount**
Personnel/Salaries	$5,950
Fringe Benefits	$2,550
Travel	0
Equipment (federal definition)	0
Supplies	0
Contracts UW COW Accredited lab for Bacteriodes	$50,000
Subawards Name and amount each	0
Other Describe: Septic Pump Vouchers	$18,015
Total Direct Charges	**$76,515**
Indirect Charges (federally approved rate)	$3,485
TOTAL	**$80,000**

Special Requirements

Federal Funding Accountability and Transparency Act (FFATA)

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

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

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Manual, Handbook, Policy References

Shoreline Monitoring Plan, Kitsap Public Health District Pollution Identification and Correction Program, December 2015.

Special References (RCWs, WACs, etc.)

WAC 246-272A, RCW 70.118A, Puget Sound Action Agenda, Interim PIC Program Protocols

Federal funds from the Environmental Protection Agency (EPA) National Estuary Program (NEP) Account must be used to implement elements and activities of the local on-site sewage management plans that do not conflict with and are consistent with the goals, strategies, objectives, and actions of the Puget Sound Action Agenda.

Monitoring Visits (frequency, type)

The DOH program contact may conduct at least one (1) monitoring visit during the life of this project. The type, duration, and timing of visit will be determined and scheduled in cooperation with the subawardee. The DOH Fiscal Monitoring Unit may conduct at least one fiscal monitoring visit during the life of this project.

Special Instructions

Progress reports are due to DOH via email to tracy.farrell@doh.wa.gov and megan.schell@doh.wa.gov on the following dates: October 1, 2017; April 1, 2018; October 1, 2018; and upon contract completion. Minority and Women-Owned business Reporting is due to kristy.warner@doh.wa.govand cc: tracy.farrell@doh.wa.gov and megan.schell@doh.wa.gov on the following dates: October 15 annually, and upon contract completion.

All environmental data must be entered by the LHJ into EPA's Storage and Retrieval data system (STORET) at http://www.epa.gov/STORET. The semi-annual report format and data reporting requirements will be provided by DOH and may be modified throughout the contract period via email announcement.\

****Note: Deliverables and due dates after December 31, 2017 are included in this statement of work for informational purposes only and will be included in a new statement of work under the new consolidated contract term beginning January 1, 2018.**

Program Specific Requirements/Narrative

The following provisions are the pass-thru requirements of all U.S. EPA - DOH subawards funded under cooperative agreement PC01J18001-0.

Administrative Conditions

1. **General Terms and Conditions - Effective March 29, 2016**
   The subrecipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-march-29-2016-or-later. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions cited below.
   The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general
2. **General Terms and Conditions - Consultant Cap - Additional Information**
   In addition to the General Terms and Conditions #6 "Consultant Cap", as of January 1, 2016, the limit is $614.48 per day $76.81 per hour.
   NOTE: For future years' limits, the subrecipient may find the annual salary for Level IV of the Executive Schedule on the following Internet site: http://www.opm.gov/oca. Select "Salary and Wages", and select "Rates of Pay for the Executive Schedule". The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

3. **General Terms and Conditions – Cybersecurity**
The subrecipient agrees to comply with the current EPA general terms and conditions "Cybersecurity".
The terms and conditions can be found on the EPA Grants Terms and Conditions Website.
For STATE: https://www.epa.gov/grants/state-grant-cybersecurity-condition
For TRIBE: https://www.epa.gov/grants/tribal-grant-cybersecurity-condition
For Other Recipients: http://www2.epa.gov/sites/production/files/2015-07/documents/cybersecuritygrantconditionforotherr ecipients.pdf.

4. **General Terms and Conditions - Indirect Costs for States and Tribal**
The cost principles of 2 CFR 200 Subpart E are applicable, as appropriate, to this subaward.

In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", if the subrecipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

For State Agencies
The subrecipient must send its proposal to its cognizant federal agency within six (6) months after the close of the governmental unit's fiscal year. If EPA is the cognizant federal agency, the state subrecipient must send its indirect cost rate proposal within six (6) months after the close of the governmental unit's fiscal year to:

Regular Mail
Financial Analysis and Rate Negotiation Service Center Office of Acquisition Management
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW, MC 3802R
Washington, DC 20460

Mail Courier (e.g. FedEx, UPS, etc.)
Financial Analysis and Rate Negotiation Service Center Office of Acquisition Management
US Environmental Protection Agency
1300 Pennsylvania Avenue, NW, 6th floor
Bid and Proposal Room Number 61107
Washington, DC 20004

For Indian Tribe
If the subrecipient does not have a previously established indirect cost rate, the subrecipient must submit their indirect cost rate proposals to:

National Business Center
Indirect Cost Services
U.S. Department of the Interior
2180 Harvard Street, Suite 430
Sacramento, CA 95815-3317

The subrecipient agrees to comply with the audit requirements in accordance with 2 CFR 200 Subpart F.

5. **Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE)**

General Compliance, 40 CFR, Part 33
The subrecipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

MBE/WBE Reporting, 40 CFR, Part 33, Subpart E
MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the subrecipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of $150,000., including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if subrecipient believes this award does not meet these conditions, the subrecipient must provide a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements to the Region 10 DBE Coordinator.
The subrecipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds $150,000.

When completing the annual report, subrecipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, subrecipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Subrecipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the subrecipient should check the box in section 5B when completing the form.

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbereporting.htm.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C
Pursuant to 40 CFR, Section 33.301, the subrecipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-subrecipients, loan subrecipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government subrecipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government subrecipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

Contract Administration Provisions, 40 CFR, Section 33.302
The subrecipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Bidders List, 40 CFR, Section 33.501(b) and (c)
Subrecipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Subrecipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the subrecipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Fair Share Objectives, 40 CFR, Part 33, Subpart D

(1) **For Grant Awards $250,000 or Less**
This assistance agreement is a Technical Assistance Grant (TAG); or the award amount is $250,000 or less; or the total dollar amount of all of the subrecipient's financial assistance agreements from EPA in the current Federal fiscal year is $250,000 or less. Therefore, the subrecipient of this assistance agreement is exempt from the fair share objective requirements of 40 CFR, Part 33, Subpart D, and is not required to negotiate fair share objectives/goals for the utilization of MBE/WBEs in its procurements.

(2) **For Subrecipients Accepting Goals**
A subrecipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some subrecipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Subrecipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Accepting the Fair Share Objectives/Goals of Another Subrecipient
The dollar amount of this assistance agreement, or the total dollar amount of all of the subrecipient's financial assistance agreements in the current federal fiscal year from EPA is $250,000, or more. The subrecipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA. The Region 10 fair share objectives/goals can be found: http://www.epa.gov/osbp/pdfs/r10fairsharegoals.pdf.
By signing this financial assistance agreement, the subrecipient is accepting the fair share objectives/goals and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404
The subrecipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the subrecipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the subrecipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.
The submission of proposed fair share goals with the supporting analysis or disparity study means **that the subrecipient is not** accepting the fair share objectives/goals of another subrecipient. The subrecipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the subrecipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

(3) **For Subrecipients with Established Goals**
The subrecipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some subrecipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Subrecipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Current Fair Share Objective/Goal
The dollar amount of this assistance agreement or the total dollar amount of all of the subrecipient's financial assistance agreements in the current federal fiscal year from EPA is $250,000, or more. The Region 10 fair share objectives/goals can be found: http://www.epa.gov/osbp/pdfs/r10fairsharegoals.pdf.

Negotiating Fair Share Objectives/Goals
In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The subrecipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

(4) **For DWSRF, CWSRF and BROWNFIELDS RLF Subrecipients ONLY**

Objective/Goals of Loan Subrecipients

As a subrecipient of an EPA financial assistance agreement to capitalize revolving loan funds, the subrecipient agrees to either apply its own fair share objectives negotiated with EPA to identified loans using a substantially similar relevant geographic market, or negotiate separate fair share objectives with its identified loan subrecipients. These separate objectives/goals must be based on demonstrable evidence of the availability of MBEs and WBEs in accordance with 40 CFR, Part 33, Subpart D.

The subrecipient agrees that if procurements will occur over more than one year, the subrecipient may choose to apply the fair share objective in place either for the year in which the identified loan is awarded or for the year in which the procurement action occurs. The subrecipient must specify this choice in the financial assistance agreement, or incorporate it by reference therein.

(5) **R10 DBE Coordinator and Where to Send Report**

Andrea Bennett at (206) 553-1789 or email: Bennett.Andrea@epa.gov. The coordinator can answer any MBE/WBE reporting questions you may have. MBE/WBE reports should be sent to the EPA Region 10, Grants and Interagency Agreements Unit, 1200 Sixth Avenue, Suite 900, OMP-173, Seattle, WA 98101 or FAX to (206) 553-4957.

Programmatic Conditions

1. **Semi-Annual Performance Reports**

The subrecipient shall submit performance reports every six (6) months during the life of the project. Reports are due 30 calendar days after the end of each reporting period. Reports shall be submitted to the DOH Contract Manager and may be provided electronically.

In accordance with 2 CFR 200.328, as appropriate, the subrecipient agrees to submit performance reports that include brief information on each of the following areas:

(a) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;

(b) The reasons why established goals were not met, if appropriate;

(c) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the subrecipient shall immediately notify the DOH Contract Manager of developments that have a significant impact on the award-supported activities. As appropriate, the subrecipient agrees to inform the DOH Contract Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

The subrecipient will submit performance reports through EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS). Reports are due at least 30 calendar days after the end of each reporting period. Earlier, but not later due dates may be mutually agreed upon by the Contract Manager and subrecipient in the award document. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted to the DOH Contract Manager on the FEATS form provided by the Contract Manager and shall be submitted by electronic mail. The subrecipient agrees to submit performance reports that include brief information on each of the following areas:

(a) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;

(b) The reasons for slippages if established outputs/outcomes were not met;

(c) Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

2. **Final Performance Report**

The subrecipient shall submit a final performance report through FEATS, which is due 90 calendar days after the expiration or termination of the award. The report shall be submitted to the DOH Contract Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period. After completion of the project, the DOH Contract Manager may waive the requirement for a final performance report if the DOH Contract Manager deems such a report is inappropriate or unnecessary.

3. **Program Income - Addition**
If program income is generated, the subrecipient is required to account for program income related to this project. Program income earned during the project period shall be retained by the subrecipient and shall be added to funds committed to the project by EPA and the subrecipient, and shall be used to further eligible project objectives.

4. **Recognition of EPA Funding**
Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement:
"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (subrecipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

5. **Quality Assurance Requirements (2 CFR 1500.11) (if applicable)**
Acceptable Quality Assurance documentation must be submitted within 30 days of the acceptance of this agreement or another date as negotiated with the DOH Contract Manager and NEP Quality Assurance Coordinator. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the EPA Project Officer, in concert with the EPA Quality Assurance Manager, has approved the quality assurance document.

Instructions to Submit Quality Assurance Documents for Review
Please refer to The Department of Ecology's website at: http://www.ecy.wa.gov/programs/eap/qa/docs/NEPQAPP/index.html for guidance and templates. Submit the Acceptable Quality Assurance documentation to Tom Gries at tgr1461@ecy.wa.gov (NEP Quality Assurance Coordinator) for review with a cc: to megan.schell@doh.wa.gov and tracy.farrell@doh.wa.gov (DOH NEP Contract Managers).

Additional information on these requirements can be found at the EPA Office of Grants and Debarment website: http://www.epa.gov/ogd/grants/assurance.htm.

6. **Peer Review**
The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

7. **Competency of Organizations Generating and/or Using Environmental Measurement Data**
In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, subrecipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the DOH Contract Manager for this award.

Federal Assistance Agreement Funds Up To $200,000
Subrecipient agrees that if the total federal funding obligated on this award exceeds $200,000 (resulting from subsequent amendments to this agreement) and will involve the use or generation of environmental data it will (unless it has otherwise done so) demonstrate competency prior to carrying out any activities involving the generation or use of environmental data under this agreement.

Federal Assistance Agreement Funds Exceed or Expect to Exceed $200,000
Subrecipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable. Subrecipient agrees to submit documentation and demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data.

Shellfish Strategic Initiative Quality Assurance Coordinator Contact: Tom Gries at tgr1461@ecy.wa.gov

8. STORET Requirement

Subrecipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the Agency's Storage and Retrieval (STORET) data warehouse using either WQX or WQX web. Water quality data appropriate for STORET include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the WQX/STORET structure. WQX web is a web based tool to convert data into the STORET format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the STORET warehouse, including tutorials, can be found at http://www.epa.gov/storet/wqx/

If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible (in STORET or some other database). Subrecipients are encouraged to develop a cross walk between any non-STORET database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

9. Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date – April 16, 2013), or the October 28, 2013 guidance. Grantees shall confirm in writing projects' consistency with the recommendations referenced above. When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the grantee must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

10. International Travel (Including Canada)

All International Travel must be approved by the Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your DOH Contract Manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your DOH Contract Manager listed in this award document.

11. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov

12. ULO Stretch Goal

Subrecipients should manage their programs and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are "unspent" federal funds, not yet drawn down through disbursements.

EPA encourages the reduction of these unliquidated obligations (ULOs) by applying the following programmatic term and condition to these assistance agreements Assistance agreement subrecipients are to apply these "stretch" goals throughout the life of the assistance agreement and to confer with your DOH Contract Manager whenever instances arise that make attainment of these stretch goals unlikely.

A stretch goal for utilization of funds is established. All funds should be spent by 2 years.

Stretch Goal
Funds Awarded in FY 2016
(October, 1, 2016-September 30, 2017)
Should all Be Drawn Down by March 2019

DOH Program Contact (Name, Program Title, Mailing Address, Email Address, Phone & Fax Number)
Megan Schell, Office of Environmental Health, PO Box 47824, Olympia WA 98504-7824; 360.236.3337; megan.schell@doh.wa.gov
Tracy Farrell, Office of Environmental Health, PO Box 47824, Olympia WA 98504-7824; 360.236.3337; tracy.farrell@doh.wa.gov

Exhibit A
Statement of Work
Contract Term: 2015-2017

DOH Program Name or Title: Office of Drinking Water Group A Program - Effective January 1, 2015

Local Health Jurisdiction Name: Kitsap Public Health District

Contract Number: C17113

SOW Type: Revision **Revision # (for this SOW)** 4

Period of Performance: January 1, 2015 through December 31, 2017

Funding Source	Federal Compliance (if applicable)	Type of Payment
☒ Federal Contractor	☐ FFATA (Transparency Act)	☐ Reimbursement
☐ State	☐ Research & Development	☒ Fixed Price
☐ Other		

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

Revision Purpose: The purpose of this revision is to decrease funding consideration and revise Special Billing Requirements and Special Instructions.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only) Start Date	Funding Period (LHJ Use Only) End Date	Current Consideration	Change Decrease (–)	Total Consideration
Drinking Water Group A - SS	N/A	346.26.64	2421921C	01/01/15	12/31/17	42,750	-250	42,500
Drinking Water Group A - TA	N/A	346.26.66	2421921D	01/01/15	12/31/17	7,600	-2,400	5,200
TOTALS						**50,350**	**-2,650**	**47,700**

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Trained LHJ staff will conduct sanitary surveys of small community and non-community Group A water systems identified by the DOH Office of Drinking Water (ODW) Regional Office. See Special Instructions for task activity.		Provide Final* Sanitary Survey Reports to ODW Regional Office. Complete Sanitary Survey Reports shall include: 1. Cover letter identifying significant deficiencies, significant findings, observations, recommendations, and referrals for further ODW follow-up. 2. Completed Small Water System checklist. 3. Updated Water Facilities Inventory (WFI). 4. Photos of water system with text identifying features	Final Sanitary Survey Reports must be received by the ODW Regional Office within **30 calendar days** of conducting the sanitary survey.	Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid **$250** for each sanitary survey of a non-community system with three or fewer connections. Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid **$500** for each sanitary survey of a non-community system with four or more

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	DOH will provide a tablet and GPS unit for the LHJ to gather source data during a routine sanitary survey. DOH expects the LHJ to commit to using the tablet and GPS for a five-year period.		5. Any other supporting documents. *Final Reports reviewed and accepted by the ODW Regional Office. The LHJ surveyor will record at least two (2) GPS data points, for each source, into the preloaded Excel template on the tablet and submit that data file with the associated sanitary survey.		connections and each community system. Payment is inclusive of all associated costs such as travel, lodging, per diem. Payment is authorized upon receipt and acceptance of the Final Sanitary Survey Report within the 30 day deadline. Late or incomplete reports may not be accepted for payment.
2	Trained LHJ staff will conduct Special Purpose Investigations (SPI) of small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity.		Provide completed SPI Report and any supporting documents and photos to ODW Regional Office.	Completed SPI Reports must be received by the ODW Regional Office within **2 working days** of the service request.	Upon acceptance of the completed SPI Report, the LHJ shall be paid **$800** for each SPI. Payment is inclusive of all associated costs such as travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed SPI Report within the 2 working day deadline. Late or incomplete reports may not be accepted for payment.

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3	Trained LHJ staff will provide direct technical assistance (TA) to small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity.		Provide completed TA Report and any supporting documents and photos to ODW Regional Office.	Completed TA Report must be received by the ODW Regional Office within **30 calendar days** of providing technical assistance.	Upon acceptance of the completed TA Report, the LHJ shall be paid for each technical assistance activity as follows: • Up to 3 hours of work: **$250** • 3-6 hours of work: **$500** • More than 6 hours of work: **$750** Payment is inclusive of all associated costs such as consulting fee, travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed TA Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.
4	LHJ staff performing the activities under tasks 1, 2 and 3 must have completed the mandatory Sanitary Survey Training. See Special Instructions for task activity.		Prior to attending the training, submit an "Authorization for Travel (Non-Employee)" DOH Form 710-013 to the ODW Program Contact below for approval (to ensure that enough funds are available).	Annually	LHJ shall be paid mileage, per diem, lodging, and registration costs as approved on the pre-authorization form in accordance with the current rates listed on the OFM Website http://www.ofm.wa.gov/resources/travel.asp

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

Program Specific Requirements/Narrative

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

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

Special Billing Requirements
The LHJ shall submit quarterly invoices within 30 days following the end of the quarter in which work was completed, noting on the invoice the quarter and year being billed for. Payment cannot exceed a maximum accumulative fee of ~~***$42,750***~~ ***$42,500*** for **Task 1,** and ~~***$7,600***~~ ***$5,200*** for **Task 2**, **Task 3 and Task 4 combined** during the contracting period, to be paid at the rates specified in the Payment Method/Amount section above.

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

Special Instructions
Task 1
Trained LHJ staff will evaluate the water system for physical and operational deficiencies and prepare a Final Sanitary Survey Report which has been accepted by ODW. Detailed guidance is provided in the *Field Guide for Sanitary Surveys, Special Purpose Investigations and Technical Assistance* (Field Guide). The sanitary survey will include an evaluation of the following eight elements: source; treatment; distribution system; finished water storage; pumps, pump facilities and controls; monitoring, reporting and data verification; system management and operation; and certified operator compliance. If a system is more complex than anticipated or other significant issues arise, the LHJ may request ODW assistance.

- No more than **19** surveys of non-community systems with three or fewer connections to be completed between January 1, 2015 and December 31, 2015.
- No more than **7** surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2015 and December 31, 2015.
- No more than **7** surveys of non-community systems with three or fewer connections to be completed between January 1, 2016 and December 31, 2016.
- No more than ~~***27***~~ ***28*** surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2016 and December 31, 2016.
- No more than **8** surveys of non-community systems with three or fewer connections to be completed between January 1, 2017 and December 31, 2017.
- No more than ~~***35***~~ ***33*** surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2017 and December 31, 2017.

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

Task 2
Trained LHJ staff will perform Special Purpose Investigations (SPI) as assigned by ODW. SPIs are inspections to determine the cause of positive coliform samples or the cause of other emergency conditions. SPIs may also include sanitary surveys of newly discovered Group A water systems. Additional detail about conducting SPIs is described in the Field Guide. The ODW Regional Office must authorize in advance any SPI conducted by LHJ staff.

Task 3
Trained LHJ staff will conduct Technical assistance as assigned by ODW. Technical Assistance includes assisting water system personnel in completing work or verifying work has been addressed as required, requested, or advised by the ODW to meet applicable drinking water regulations. Examples of technical assistance activities are described in the Field Guide. The ODW Regional Office must authorize in advance any technical assistance provided by the LHJ to a water system.

Task 4
LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work. LHJ staff performing the activities under tasks 1, 2 and 3 must have completed, with a passing score, the ODW Online Sanitary Survey Training and the ODW Sanitary Survey Field Training. LHJ staff performing activities under tasks 1, 2, and 3 must attend the Annual ODW Sanitary Survey Workshop, and are expected to attend the Regional ODW LHJ Drinking Water Meetings.

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

Program Manual, Handbook, Policy References
http://www.doh.wa.gov/Portals/1/Documents/Pubs/331-486.pdf

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Exhibit A
Statement of Work
Contract Term: 2015-2017

DOH Program Name or Title: Office of Immunization & Child Profile - Effective January 1, 2017

Local Health Jurisdiction Name: Kitsap Public Health District

Contract Number: C17113

SOW Type: Revision **Revision # (for this SOW)** 1

Period of Performance: January 1, 2017 through December 31, 2017

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: The purpose of this statement of work is to define required immunization tasks, deliverables, and funding. The period of performance for this statement of work is divided into two funding allocation periods, January through March 2017 and April through December 2017. Tasks and deliverables will be divided proportionately between the two funding periods.

Revision Purpose: The purpose of this revision is to add a new task and funding.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only) Start Date	Funding Period (LHJ Use Only) End Date	Current Consideration	Change Increase (+)	Total Consideration
FFY16 PPHF 317 Ops	93.539	333.93.53	74110267	01/01/17	03/31/17	11,720	0	11,720
FFY17 VFC Ops	93.268	333.93.26	74110273	04/01/17	12/31/17	7,089	0	7,089
FFY17 VFC Ordering	93.268	333.93.26	74110274	04/01/17	12/31/17	4,284	0	4,284
FFY17 317 Ops	93.268	333.93.26	74110271	04/01/17	12/31/17	7,102	0	7,102
FFY17 AFIX	93.268	333.93.26	74110275	04/01/17	12/31/17	20,967	0	20,967
FFY15 PPHF IIS AFIX	93.733	333.93.73	74110257	04/01/17	04/30/17	0	2,000	2,000
TOTALS						**51,162**	**2,000**	**53,162**

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Perform accountability activities in accordance with state and federal requirements for the Vaccines for Children (VFC) Program as outlined in the Centers for Disease Control and Prevention (CDC) VFC Operations Guide and as directed by the state administrators of the VFC program. Accountability requirements include, but are not limited to: provider education, provider site visits and required corrective action, quality assurance activities, VFC screening, satisfaction survey, outside provider agreements, new provider enrollment visits, fraud and abuse reporting, monthly accountability reports, and private provider report of vaccine usage.					
1	Facilitate annual renewal of the provider agreement for receipt of state-supplied vaccine for all healthcare providers receiving state-supplied childhood vaccines.		Provider Agreements for Receipt of State Supplied Vaccine received online via the Washington Immunization Information System.	Annually, per Annual VFC Provider Agreement Update Schedule	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
					Funds available for this task*: **January 2017 – <u>March 2017</u>** FFY16 PPHF 317 Ops - 74110267 **April 2017 – <u>December 2017</u>** FFY17 AFIX - 74110275 *See Restrictions on Funds below
2	Enroll new providers. Conduct an enrollment site visit to all new providers, and gather information needed to complete Program enrollment		Provider Agreement for Receipt of State Supplied Vaccine with original signature – DOH 348-002 (NOTE: a photocopy will not be accepted)	Within ten (10) days after the date of the provider enrollment visit	Reimbursement for actual costs incurred, not to exceed total funding consideration amount. Funds available for this task*: **January 2017 – <u>March 2017</u>** FFY16 PPHF 317 Ops - 74110267 **April 2017 – <u>December 2017</u>** FFY17 AFIX - 74110275 *See Restrictions on Funds below
3	Use and facilitate provider use of the Washington Immunization Information System to place and approve provider vaccine orders. Monitor provider orders for appropriateness (including: accuracy of shipping information, order		Electronic submission of provider vaccine orders via the Washington Immunization Information System	Based on provider order schedules	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	frequency, timing, quantity and type) and approve vaccine order online after assuring the appropriateness of the order.				Funds available for this task*: **January 2017 – <u>March 2017</u>** FFY16 PPHF 317 Ops - 74110267 **April 2017 – <u>December 2017</u>** FFY17 VFC Ordering – 74110274 FFY17 VFC Ops – 74110273 FFY17 317 Ops - 74110271 *See Restrictions on Funds below
4	Monitor and assure electronic or paper submission of vaccine accountability reports for compliance with Provider Agreement related to vaccine management (ordering, inventory management, reconciliation, compliance with storage and handling, and reporting of all vaccine incidents and returns).		a) Monthly Vaccine Accountability Report (DOH 348-006) b) Inclusion in the online ordering system of doses used in the last month and inventory on hand. c) Report of Vaccine Storage Incidents (DOH 348-154) complete with reason and corrective action as needed. d) Report all cases (or suspected cases) of vaccine fraud or abuse.	a) By the 25th of each month b) Based on provider order schedules c) Within seven (7) days of the incident d) Within seven (7) days of the incident	Reimbursement for actual costs incurred, not to exceed total funding consideration amount. Funds available for this task*: **January 2017 – <u>March 2017</u>** FFY16 PPHF 317 Ops - 74110267 **April 2017 – <u>December 2017</u>** FFY17 AFIX - 74110275 *See Restrictions on Funds below

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
5	Provide communication, technical assistance, consultation, and education to providers about vaccine quality assurance, accountability, program participation and vaccine management.		Summary of LHJ Technical Assistance Form (DOH 348-257)	December 31st	Reimbursement for actual costs incurred, not to exceed total funding consideration amount. Funds available for this task*: **January 2017 – <u>March 2017</u>** FFY16 PPHF 317 Ops - 74110267 **April 2017 – <u>December 2017</u>** FFY17 VFC Ops – 74110273 FFY17 317 Ops - 74110271 *See Restrictions on Funds below
6	Conduct a total of fifteen (15) VFC compliance site visits at enrolled provider site(s) within your jurisdiction per the following schedule: January 1, 2017 – March 31, 2017: four (4) April 1, 2017 – September 30, 2017: eleven (11) Site visits should address all requirements outlined in the Provider Agreement, the CDC Vaccines for Children (VFC) Operations Guide, and as directed by the state administrators of the VFC program. Conduct VFC Compliance Site Visit Follow-Up to assure providers resolve all corrective actions identified during the initial VFC compliance site visit. Follow-up may include another physical site visit or verification by email, phone, fax, or		a) VFC Site Visit Selection Planning tool (will be supplied by DOH) b) Enter responses from the VFC Provider Compliance Site Visit questionnaire into the VFC Provider Education, Assessment, and Reporting (VFC-PEAR) online system for each provider site visit. Follow all corrective action and follow-up guidance provided by VFC-PEAR for each incorrect response.	a) January 15th b) At the time of the VFC Compliance Site Visit or within five (5) business days of the site visit.	Reimbursement for actual costs incurred, not to exceed total funding consideration amount. Funds available for this task*: **January 2017 – <u>March 2017</u>** FFY16 PPHF 317 Ops - 74110267 **April 2017 – <u>December 2017</u>** FFY17 AFIX - 74110275

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	mail that corrective actions were completed. Documentation that all VFC Site Visit corrective actions have been completed must be available to DOH upon request. **All VFC compliance site visits and the required site visit follow-ups conducted in the January – March time period must be completed by March 31st.** **All VFC compliance site visits and the required site visit follow-ups conducted in the April – September time period must be completed by September 30th.**		c) Submit copy of signed Acknowledgement of Receipt	c) Within five (5) days of the visit **NOTE: All VFC compliance site visits and the required site visit follow-ups conducted in the January – March time period must be completed by March 31st.** **All VFC compliance site visits and the required site visit follow-ups conducted in the April – September time period must be completed by September 30th.**	*See Restrictions on Funds below
7	**NOTE: The period of performance for this task is April 1, 2017 through December 31, 2017. Any AFIX visits conducted prior to April 1, 2017 will not be counted toward the requirements of this task.** a) Conduct AFIX (Assessment, Feedback, Incentive, and Exchange) visits with nine (9) provider sites in your jurisdiction between April 1, 2017 and December 31, 2017. Visits can be conducted in-person, by telephone, or by webinar. **All initial AFIX visits must be completed by December 31st.** b) Conduct AFIX follow-up visits with all provider sites receiving an AFIX visit. Follow-up visits can be conducted in-person, by telephone, or by webinar. All AFIX follow-up visits must be completed six (6) months after the feedback visit. Continue following up with provider sites until they fully implement their selected quality improvement activities.		a) Enter the following data in the AFIX Online Tool: • General Site Visit Information. • Questionnaire responses. • Coverage assessment results (from CoCASA reports or SMART AFIX Tool). Assessments must be completed within seven (7) days of feedback visit • Feedback visit information. b) Enter the following data in the Exchange tab of the AFIX Online Tool for follow-up visits: • Clinic progress on implementing quality improvement strategies. • Follow-up coverage assessment results (from CoCASA reports).	a) Within five (5) days of visit. **All AFIX visits must be completed by December 31, 2017** b) Within five (5) days of visit. **All follow-up visits must be completed 6 months after the feedback visit.**	Reimbursement for actual costs incurred, not to exceed total funding consideration amount. Funds available for this task*: **April 2017 – December 2017** FFY17 AFIX - 74110275 *See Restrictions on Funds below

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
8	a) In coordination with hospitals, health care providers, and health plans (if applicable), conduct activities to prevent perinatal hepatitis B infection in accordance with the Perinatal Hepatitis B Prevention Program Guidelines, including the following: 1) Identification of HBsAg-positive pregnant women, and pregnant women with unknown HBsAg status 2) Reporting of HBsAg-positive women and their infants 3) Case management for infants born to HBsAg-positive women to ensure administration of hepatitis B immune globulin (HBIG) and hepatitis B vaccine within twelve (12) hours of birth, the completion of the 3-dose hepatitis B vaccine series, and post-vaccination serologic testing. b) Provide technical assistance to birthing hospitals to encourage administration of the hepatitis B birth dose to all newborns within twelve (12) hours of birth, in accordance with Advisory Committee on Immunization Practices (ACIP) recommendations. c). Report all perinatal hepatitis B investigations, including HBsAg-positive infants, in the Perinatal Hepatitis B Module of the Washington State Immunization Information System.		a) Enter information for each case identified into the Perinatal Hepatitis B module of the WA Immunization Information System b) Annual Perinatal Hepatitis B Outreach Summary (DOH 348 268)	a) By the last day of each month b) December 15th	Reimbursement for actual costs incurred, not to exceed total funding consideration amount. Funds available for this task*: **January 2017 – <u>March 2017</u>** FFY16 PPHF 317 Ops - 74110267 **April 2017 – <u>December 2017</u>** FFY17 317 Ops - 74110271 *See Restrictions on Funds below
9	*Attend in-person Enhanced AFIX training in April 2017.* *NOTE: This funding is only provided to offset salary costs for two (2) staff attending this required training. All travel, accommodations, and per-diem costs will be paid for separately by the Department of Health.*		*a) submit evaluation form at the conclusion of in-person training*	*Within three (3) business days after training*	*Reimbursement for actual costs incurred, not to exceed total funding consideration amount* *Funding available for this task:* *FFY15 PPHF IIS AFIX MI - 74110257*

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

Program Specific Requirements/Narrative

- All LHJ staff who conducts VFC Compliance Site Visits and AFIX visits must participate in an annual VFC and AFIX training, conducted by DOH Office of Immunization and Child Profile (OICP) staff or their designee.
- All new LHJ site visit reviewers are required to have at least one (1) observational visit conducted by DOH OICP staff or their designee. DOH OICP staff (or designee) will periodically conduct observational VFC/AFIX site visits with all other LHJ reviewers who conduct VFC Compliance Site Visits.
- All LHJ staff who conducts VFC Compliance Site Visits must participate in at least one (1) joint (observational) VFC compliance visit with DOH staff every other year. The observational visit will occur during a regularly scheduled site visit conducted by the LHJ reviewer. DOH will determine the Observational visit.
- Tasks in this statement of work may not be subcontracted without prior written approval from DOH OICP.

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

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

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Manual, Handbook, Policy References
Office of Immunization and Child Profile References and Resources for vaccine management, VFC compliance site visits, AFIX visits, and Perinatal Hepatitis B activities can be found at this link to our website.

VFC Operations Guide - A copy will be provided by the Office of Immunization and Child Profile. (Note: All site visit reviewers are required to have access to the most current CDC VFC Operations Guide at every VFC compliance site visit).

Staffing Requirements
Provide notification via email to **oicpcontracts@doh.wa.gov** within fifteen (15) days of any changes to staffing for those who conduct work outlined in this statement of work.

Restrictions on Funds (what funds can be used for which activities, not direct payments, etc.)
Allowable expenses with 317 and VFC FA Operations Funds (dated September 7, 2011) document is posted on the DOH Consolidated Contract website at this link. In addition to the funding listed in the Payment Information and/or Amount column for each task, FFY17 317 Ops funding may be used for any activity in this statement of work conducted between April 1, 2017 and December 1, 2017, per funding availability and period of performance.

These federal funds may not be used for expenses related to travel or attendance at any CDC-sponsored conference, training, or event without prior written approval from the DOH Office of Immunization and Child Profile.

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Deliverables may be sent electronically via email at oicpcontracts@doh.wa.gov, by fax to 360-236-3590, or by mail to PO Box 47843, Olympia WA 98504-7843

ATTACHMENT B
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement ("Agreement") is entered into by and between the Kitsap Public Health District ("Covered Entity") and CHI Franciscan ("Business Associate").

Section I: Purpose

Performance of the Underlying Agreement may require Business Associate to use or disclose protected health information that is subject to provisions of the Health Insurance Portability and Accountability Act of 1996, set forth in 45 C.F.R. Parts 160 and 164 (commonly known as the "HIPAA Rules").

The purpose of this Agreement is to set forth the obligations of the Parties with regard to the way in which protected health information is created, used, disclosed, maintained, provided or received on behalf of Covered entity by the Business Associate.

Section II. Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Health Information, and Use.

Specific Definitions:

1. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to this Agreement shall mean CHI Franciscan.
2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" in 45 CFR 160.103, and in reference to the party in this Agreement shall mean the Kitsap Public Health District.
3. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164.

Section III. Obligations and Activities of Business Associate

Business Associate agrees to:

1. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.

2. Use appropriate safeguards, and comply with Subpart C of 45 CFR, Part 164 with respect to protected electronic health information and to prevent use or disclosure of protected health information other than as provided for by this Agreement.

3. Report to Covered Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410, and any security incident of which it becomes aware.

   Business Associate agrees to promptly notify covered entity following the discovery of a Breach of unsecured PHI. A Breach is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured PHI shall include the identification of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach.

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

5. Business Associate agrees to mitigate, to the extent possible, any harmful resulting from use or disclosure of PHI by Business Associate or its agents or subcontractors, in violation of the requirements of this Agreement.

6. Maintain and make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.

   If an Individual makes a request for access to the protected health information directly to Business Associate, business associate shall notify covered entity within three (3) business days of such request and shall cooperate with the Covered Entity to send the response to the Individual.

7. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

   If an Individual makes a request for amendment to the protected health information directly to Business Associate, Business Associate shall notify Covered Entity within three (3) business days of such request and shall cooperate with the Covered Entity to send the response to the Individual.

8. Maintain and make available the information required to provide to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

   If an Individual makes a request for accounting of disclosures directly to Business Associate, Business Associate shall notify Covered Entity within three (3) business days of such request and shall cooperate with the Covered Entity to send the response to the Individual.

9. To the extent the Business Associate is to carry out one or more of Covered Entity's obligations(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

10. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Section IV. Permitted Uses and Disclosures by Business Associate

1. Business Associate may only use or disclose protected health information as necessary to perform the services as outlined in the underlying agreement.

2. Business Associate is not authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

3. Business Associate may use or disclose protected health information as required by law.

4. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

   Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific used and disclosures set forth below:

   a) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

   b) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Section V. Termination

1. Termination for Cause. Business Associate authorizes termination of the Agreement if Covered Entity determines Business Associate has violated a material term of the Agreement and has not cured the breach or ended the violation within the time specified by Covered Entity.

2. Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason Business Associate shall return or destroy all protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected health information.

   In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of protected health information is infeasible, Business Associate shall extend the protections of this Agreement 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 Business Associate maintains such protected health information.

3. The obligations of Business Associate under this section shall survive the termination of this Agreement.

Section VI. Miscellaneous

1. A reference in this agreement to a section in the HIPAA Rules means the section as in effect or amended.

2. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law.

3. Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Rules.

Exhibit C-14 Schedule of Federal Awards

AMENDMENT #14

AFRS Through Bien 2013 Fiscal Month 19

Date: March 15, 2017

KITSAP PUBLIC HEALTH DISTRICT-SWV0027359-00
CONTRACT C17113-Kitsap Public Health District
CONTRACT PERIOD 1/1/2015-12/31/2017

Chart of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period Start Date	Allocation Period End Date	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
FFY17 USDA SNAP-ED FINI	333.10.33	04/01/15	$5,859,307	04/01/17	12/31/17	$98,291	10.331	Food Insecurity Nutrition Incentive Grants	USDA-National Institute of Food and Agriculture	2015-70018-23357	FOOD INSECURITY NUTRITION INCENTIVE GRANTS PROGRAM
FFY17 DSHS SNAP-ED IAR	333.10.56	09/30/16	$5,739,856	10/01/16	09/30/17	$66,930	10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Department of Agriculture Food and Nutrition Service	1717WAWA5Q390	Supplemental Nutrition Assistance Program Education (SNAP-Ed)
FFY16 DSHS SNAP-ED IAR	333.10.56	09/30/15	$4,012,002	10/01/15	09/30/16	$98,855	10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Department of Agriculture Food and Nutrition Service	16167WAWA51390	Supplemental Nutrition Assistance Program Education (SNAP-Ed)
PS SSI 1-5 SUBAWARD PROCESS TASK 4	333.66.12	08/02/16	$5,000,000	04/01/17	12/31/17	$80,000	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	01J18001	PUGET SOUND SHELLFISH STRATEGIC INITIATIVE LEAD
NEP 5-6 SWIMMING BEACH	333.66.12	09/11/14	$2,490,000	03/01/15	10/31/17	$54,200	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J88801	PUGET SOUND RESTORATION PROJECT
NEP 5-6 POLLUTION ID & CORRECTION	333.66.12	09/11/14	$2,490,000	01/01/15	07/31/17	$149,012	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J88801	PUGET SOUND RESTORATION PROJECT
NEP 5-6 ONSITE SEWAGE MANAGEMENT	333.66.12	09/11/14	$2,490,000	01/01/15	09/30/17	$133,750	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J88801	PUGET SOUND RESTORATION PROJECT
NEP 1-4 POLLUTION ID & CORRECTION	333.66.12	01/09/11	$12,178,243	01/01/15	12/31/15	$104,423	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J32601	PUGET SOUND RESTORATION
NEP 1-4 ONSITE SEWAGE MANAGEMENT	333.66.12	01/09/11	$12,178,243	01/01/15	09/30/16	$76,150	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J32601	PUGET SOUND RESTORATION
FFY17 SWIMMING BEACH ACT GRANT IAR (ECY)	333.66.47	NGA Not Received	NGA Not Received	02/28/17	10/31/17	$10,800	66.472	Beach Monitoring and Notification Program Implementation Grants	Environmental Protection Agency Office of Water	NGA Not Received	NGA Not Received
FFY16 EPR PHEP BP5 LHJ FUNDING	333.93.06	06/23/16	$10,222,879	07/01/16	06/30/17	$300,555	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	U90TP000559	TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS
FFY15 EPR PHEP RISK COMMUNICATIONS	333.93.06	06/30/14	$11,064,407	07/01/15	06/30/16	$16,270	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	U90TP000559	TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS
FFY15 EPR PHEP OPER READINESS	333.93.06	06/30/14	$11,064,407	07/01/15	06/30/16	$46,815	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	U90TP000559	TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS
FFY15 EPR PHEP BP4 LHJ FUNDING	333.93.06	06/26/15	$12,132,694	07/01/15	06/30/16	$300,555	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	U90TP000559	TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS
FFY14 EPR PLANNING & EXERCISES	333.93.06	06/30/14	$12,663,227	01/01/15	06/30/15	$42,175	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	U90TP000559	TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS
FFY14 EPR LHJ FUNDING	333.93.06	06/30/14	$12,663,227	01/01/15	06/30/15	$129,137	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	U90TP000559	TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS

Exhibit C-14 Schedule of Federal Awards

AMENDMENT #14

AFRS Through Bien 2013 Fiscal Month 19

Date: March 15, 2017

KITSAP PUBLIC HEALTH DISTRICT-SWV0027359-00
CONTRACT C17113-Kitsap Public Health District
CONTRACT PERIOD 1/1/2015-12/31/2017

Chart of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period Start Date	Allocation Period End Date	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
FFY15 EPR PHEP EBOLA SUPPLEMENTAL #2	333.93.07	03/30/15	$2,547,759	07/01/15	03/30/17	$30,757	93.074	Hospital Preparedness Program & Public Health Emergency Prep Aligned Coop Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	U90TP000559	TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS
YR4 TITLE X FED (2012-2016)	333.93.21	12/12/13	$5,687,200	01/01/15	12/30/15	$54,832	93.217	Family Planning_Services	Department of Health and Human Services Office of Population Affairs	FPHPA106023	TITLE X FAMILY PLANNING SERVICES GRANT
FFY16 FAMILY PLANNING-TITLE X	333.93.21	12/12/13	$11,453,200	01/01/16	03/31/17	$68,574	93.217	Family Planning_Services	Department of Health and Human Services Office of Population Affairs	FPHPA106023	TITLE X FAMILY PLANNING SERVICES GRANT
FFY17 VFC ORDERING	333.93.26	03/03/17	$103,974	04/01/17	12/31/17	$4,284	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5NH23IP000762-05-00	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY17 VFC OPS	333.93.26	03/03/17	$1,201,605	04/01/17	12/31/17	$7,089	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5NH23IP000762-05-00	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY17 AFIX	333.93.26	03/03/17	$1,672,289	04/01/17	12/31/17	$20,967	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5NH23IP000762-05-00	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY17 317 OPS	333.93.26	03/03/17	$575,969	04/01/17	12/31/17	$7,102	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5NH23IP000762-05-00	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY16 VFC ORDERING	333.93.26	01/19/16	$3,991,784	01/01/16	12/31/16	$8,865	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY16 VFC OPS	333.93.26	01/19/16	$3,991,784	01/01/16	12/31/16	$5,242	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY16 AFIX	333.93.26	01/19/16	$3,991,784	01/01/16	12/31/16	$28,356	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY16 317 OPS	333.93.26	01/19/16	$3,991,784	01/01/16	12/31/16	$9,112	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY15 VFC ORDERING	333.93.26	12/17/14	$3,437,046	01/01/15	12/31/15	$8,268	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY15 VFC OPS	333.93.26	12/17/14	$3,437,046	01/01/15	12/31/15	$8,088	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY15 AFIX	333.93.26	12/17/14	$3,437,046	01/01/15	12/31/15	$37,024	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY15 317 OPS	333.93.26	12/17/14	$3,437,046	01/01/15	12/31/15	$10,218	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY16 VIRAL HEPATITIS SURV PART B	333.93.27	11/01/12	$335,060	11/01/15	04/30/17	$15,713	93.270	Adult Viral Hepatitis Prevention and Control	Department of Health and Human Services Centers for Disease Control and Prevention	U51PS004091	VIRAL HEPATITIS - PREVENTION & SURVEILLANCE

Exhibit C-14 Schedule of Federal Awards

AMENDMENT #14

AFRS Through Bien 2013 Fiscal Month 19

Date: March 15, 2017

KITSAP PUBLIC HEALTH DISTRICT-SWV0027359-00
CONTRACT C17113-Kitsap Public Health District
CONTRACT PERIOD 1/1/2015-12/31/2017

Chart of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period Start Date	Allocation Period End Date	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
FFY16 PPHF 317 OPS	333.93.53	09/08/16	$4,009,643	01/01/17	03/31/17	$11,720	93.539	Assistance to Strengthen Public Health Immunization Infrastructure and Performance financed in part by Prevention	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP000762-04-05	PPHF 2017: IMMUNIZATION GRANTS-IMMUNIZATION & VACCINES FOR CHILDREN PROGRAM-FINANCED IN PART BY 2017 PREVENTION & PUBLIC
FFY15 PPHF IIS AFIX	333.93.73	09/30/15	$362,768	04/01/17	04/30/17	$2,000	93.733	Capacity Building Assistance to Strengthen Public Health Immunization Infrastructure & Performance - Financed in part	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP001032-01-01	CAPACITY BUILDING ASSISTANCE TO STRENGTHEN PUBLIC HEALTH IMMUNIZATION INFRASTRUCTURE & PERFORMANCE-FINANCED IN PART
FFY14 ENHANCE IIS AND VTRCKS	333.93.73	09/16/14	$700,000	12/01/15	08/31/16	$4,750	93.733	Capacity Building Assistance to Strengthen Public Health Immunization Infrastructure & Performance - Financed in part	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000922	PPHF 2014: IMMUNIZATION ENHANCE AN IMMUNIZATION INFORMATION SYSTEM (IIS) TO INTERFACE WITH CDC'S VTRCKS VACCINE ORDERING &
FFY14 PHBG CBP HEAL-PPHF	333.93.75	07/02/14	$1,544,578	01/01/15	09/30/15	$44,395	93.758	Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	Department of Health and Human Services Health Centers for Disease Control and Prevention	B01OT009058	PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT
FFY15 EPR HPP EBOLA PART A PREP & RESPONSE	333.93.81	05/19/15	$3,485,778	07/01/15	06/30/17	$68,298	93.817	Hospital Preparedness Program (HPP) Ebola Preparedness and Response Activities	Department of Health & Human Services Office of the Secretary	U3REP150480	EBOLA-HOSPITAL PREPAREDNESS PROGRAM SUPPLEMENTAL
FFY16 EPR HPP BP5 HEALTHCARE SYS PREP	333.93.88	06/23/16	$4,292,040	07/01/16	06/30/17	$92,191	93.889	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	U90TP000559	TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS
FFY15 EPR HPP BP4 HEALTHCARE SYS PREP	333.93.88	06/26/15	$4,220,025	07/01/15	06/30/16	$72,191	93.889	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	U90TP000559	TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS
FFY14 EPR HPP BP3-PREP	333.93.88	06/30/14	$12,663,227	01/01/15	06/30/15	$46,207	93.889	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	U90TP000559	TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS
FFY14 RW BASE CONTRACTS	333.93.91	03/20/14	$13,394,710	01/01/15	03/31/15	$52,199	93.917	HIV Care Formula Grants	Department of Health and Human Services Health Resources and Services Administration	NO FAIN	RYAN WHITE CARE ACT TITLE II
FFY17 MCHBG LHJ & OTHER CONTRACTS	333.93.99	10/31/16	$1,697,083	10/01/16	09/30/17	$159,854	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	17B04MC30649	FFY17 MATERNAL AND CHILD HEALTH SERVICES
FFY16 MCHBG LHJ & OTHER CONTRACTS	333.93.99	10/22/15	$1,739,609	10/01/15	09/30/16	$159,854	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC29364	MATERNAL AND CHILD HEALTH SERVICES
FFY15 MCHBG CBP CONCON	333.93.99	10/21/14	$8,846,149	01/01/15	09/30/15	$119,891	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC28134	MATERNAL AND CHILD HEALTH SERVICES
					TOTAL	**$2,865,959**					

KC-362-15C
CFDA #: N/A

CONTRACT AMENDMENT C

This CONTRACT AMENDMENT is made and entered into between KITSAP COUNTY, a municipal corporation, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "COUNTY", and Kitsap Public Health District, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-362-15, and executed on December 14, 2015, shall be amended as follows:

1. **Section 2. Term** shall be amended to read as follows:
The Project shall begin on November 1, 2015 and shall be completed no later than December 31, 2017.

2. The revised contract end date of December 31, 2017 will be reflected throughout the contract on the following attachments
Attachment A: Statement of Work is replaced in its entirety and replaced with the attached.

   Attachment B: Budget is replaced in its entirety and replaced with the attached. The total contract amount remains unchanged at $47,829. The contract time period is amended to November 1, 2015 – December 31, 2017.

3. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to:

   Gay Neal, Human Services Planner
   Kitsap County Department of Human Services
   614 Division Street, MS-23
   Port Orchard, WA 98366.

   Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

4. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

KC-362-15C

This amendment shall be effective July 1, 2017.

DATED this ___ day _____, 2017.

CONTRACTOR
KITSAP PUBLIC HEALTH DISTRICT

_____
Keith Grellner, Administrator

DATED this ___ day _____, 2017.

KITSAP COUNTY BOARD OF COMMISSIONERS

_____
CHARLOTTE GARRIDO, Chair

_____
ROBERT GELDER, Commissioner

_____
EDWARD E. WOLFE, Commissioner

ATTEST:

_____
Dana Daniels, Clerk of the Board

ATTACHMENT A: STATEMENT OF WORK

KITSAP PUBLIC HEALTH DISTRICT
NOVEMBER 1, 2015 – December 31, 2017

PROJECT SUMMARY:

Design an evaluation and monitoring system for tracking shared and participant-specific outputs and outcomes (metrics) of the Kitsap County Mental Health, Chemical Dependency & Therapeutic Court Program funded participants as well as identify indicators to monitor overall community level impact.

SCOPE OF WORK:

A. MH/CD/TC Shared Metrics Design evaluation elements of the MH/CD/TC Program to assess progress on strategic goals through reporting on shared metrics by funded participants and identify and track community level indicators.		
1. Work with Kitsap County Human Services staff to develop:	**TIMELINE**	**HOURS**
a. Overall evaluation questions mapped to Strategic Goals	**By December 2017**	**10**
b. Community level indicators mapped to Strategic Goals	**By December 2017**	**10**
c. Shared participation (including demographics) and outcome metrics: participant and community level with identified data source d. Data collection tools e. Reporting templates f. Database for tracking	**By December 2017**	**50**
		Subtotal: 70
B. Funded Participant Metrics Design evaluation elements of the MH/CD/TC Program to assess progress on strategic goals through reporting on funded participant-specific metrics.		
1. Work with Kitsap County Human Services staff and MH/CD/TC funded participants to develop:		
a. Capacity to report on shared metrics (A.1.c. above)		
b. Participant-specific metrics to track participation and outcomes over time c. Participant-specific data collection tools d. Participant-specific reporting templates	**By June 2017**	**23/grantee**
		Subtotal: 23 x 12= 276
C. Monitoring Over Time Design and operate a system to capture shared and participant-specific metric data for monitoring progress over time. In addition, develop and produce data reports.		
a. Database development, data entry and ongoing quality assurance	**By December 2017**	**60**
Quarterly and Annual participant data reports beginning with 2016-18 contracted agencies (Q2 Oct-Dec 2016; Q3 Jan-Mar2017; Q4 Apr-June 2017; Q5 July-Sept 2017; Q6 Oct-Dec 2017)	**3rd qtr by 5/31/17; 4th qtr by 8/31/17; 5th qtr by 11/30/17**	**10/report**
		Subtotal: 60 + (10 x 3) = 90

ATTACHMENT A: STATEMENT OF WORK

KITSAP PUBLIC HEALTH DISTRICT
NOVEMBER 1, 2015 – December 31, 2017

D. Meetings, communications, additional data analyses As needed, attend meetings, communicate via phone and email, and conduct additional data analyses with Kitsap County Human Services staff, grantees, or other stakeholders.	**Nov 2015-Dec 2017**	**2 hours/month**
		Subtotal: 26 x 2 = 52
E. Support review and revisions to RFP evaluation section Review RFP and work with RFP sub-committee to revise the section related to evaluation to improve the quality of program metrics submitted by potential grantees as part of their RFP; attend RFP sub-committee meetings as requested.	**Nov-Dec 2015; March-May 2017**	**17**
F. Support Strategic Plan Update Participate in subcommittee meetings and provide input and data as requested.	**Sept-Dec 2016; Jan-May 2017**	**2.8 hours/month**
		Subtotal: 9 x 2.8 = 25
		Total: 530

ATTACHMENT B: BUDGET

KITSAP PUBLIC HEALTH DISTRICT
NOVEMBER 1, 2015 – DECEMBER 31, 2017

Kitsap County Human Services Department

Expenditure Plan: November 1, 2015 - December 31, 2017

Agency Name:	**Kitsap Public Health District**		
Project Name:	**Evaluation Design and Monitoring**		
Contract:	**$47,829**	**Contract #**	**KC-362-15**

	ACTUALS:						NEW PROJECTIONS:			
Contract	**11/1/2015**	**1/1/2016**	**4/1/2016**	**7/1/2016**	**10/1/2016**	**1/1/2017**	**4/1/2017**	**7/1/2017**	**10/1/2017**	**Total**
Line item	**12/31/2015**	**3/31/2016**	**6/30/2016**	**9/30/2016**	**12/31/2016**	**3/31/2017**	**6/30/2017**	**9/30/2017**	**12/31/2017**	**Budget**
Personnel	**1,074.36**	**1,929.59**	**2,290.09**	**7,005.76**	**3,088.62**	**4,195.48**	**5,269.88**	**5,269.88**	**5,269.88**	**35,393.55**
Manager and Staff (Program Related	905.74	1,488.13	1,766.15	5,396.55	2,391.68	3,237.64	3,228.33	3,228.33	3,228.33	24,870.89
Fringe Benefits	168.62	441.46	523.94	1,609.21	696.94	957.84	2,041.55	2,041.55	2,041.55	10,522.66
	-	-								-
Supplies & Equipment	**-**	**-**	**-**	**-**						-
Equipment	-	-	-	-						-
Office Supplies	-	-	-	-						-
Other (Describe):	-	-	-	-						-
										-
Administration	**392.79**	**705.48**	**837.28**	**2,561.30**	**384.39**	**1,585.47**	**1,989.58**	**1,989.58**	**1,989.58**	**12,435.45**
Advertising/Marketing	-	-	-	-						-
Audit/Accounting	-	-	-	-						-
Communication	-	-	-	-						-
Insurance/Bonds	-	-	-	-						-
Postage/Printing	-	-	-	-						-
Training/Travel/Transportation	-	-	-	-						-
Indirect	392.79	705.48	837.28	2,561.30	384.39	1,585.47	1,989.58	1,989.58	1,989.58	12,435.45
Other (Describe):	-	-	-	-						-
Other (Describe):	-	-	-	-						-
										-
Ongoing Operations & Maintenance	**-**	**-**	**-**	**-**						-
Janitorial Service	-	-	-	-						-
Maintenance Contracts	-	-	-	-						-
Maintenance of Existing Landscaping	-	-	-	-						-
Repair of Equipment and Property	-	-	-	-						-
Utilites	-	-	-	-						-
Other (Describe):	-	-	-	-						-
Other (Describe):	-	-	-	-						-
										-
Other	**-**	**-**	**-**	**-**						-
Debt Service	-	-	-	-						-
Other (Describe):	-	-	-	-						-
Other (Describe):	-	-	-	-						-
										-
Project budget total	**$ 1,467.15**	**$2,635.07**	**$3,127.37**	**$9,567.06**	**$3,473.01**	**$5,780.95**	**$ 7,259.46**	**$7,259.46**	**$7,259.46**	**$ 47,829**

Revision 2000-09-02
KC-266-16A
CFDA#:N/A

CONTRACT AMENDMENT A

This CONTRACT AMENDMENT is made and entered into between KITSAP COUNTY, a municipal corporation, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "COUNTY", and Kitsap Public Health District, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-266-16, and executed on July 25, 2016, shall be amended as follows:

1. **Section 3. Compensation:**

   Payments for services provided shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the COUNTY. No payment shall be made for any service rendered by the PUBLIC AGENCY except for services identified and set forth in this Agreement, including Attachment A. Fees for services shall be in accordance with the fee schedule attached as Attachment B: Budget and shall not exceed $217,631. Additional WA State Department of Social and Health Services DMA funding in the amount of $24,000, for the time period January 1, 2017 – June 30, 2017 will be added to the budget, and noted as a separate funding source.

   The contract amount is increased by $24,000, increasing the total from $193,631 to $217,631.

2. **Attachment A: Statement of Work**
   The additional funding will increase the number of mothers to be served by 12, from 12 to 24, in the Nurse-Family Partnership Program (NFP).

3. **Attachment B: Budget Table** shall be renamed to
   Attachment B-1: Budget Table and remains unchanged.
   Attachment B-2: Budget Table (DSHS DMA Funding) is added.

4. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to

   Gay Neal, Human Services Planner
   Kitsap County Department of Human Services
   614 Division Street, MS-23
   Port Orchard, WA 98366.

Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

5. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective as of upon execution by the parties.

DATED this ___ day _____, 2017.

CONTRACTOR
KITSAP PUBLIC HEALTH DISTRICT

_____
Keith Grellner, Administrator

DATED this ___ day _____, 2017.

KITSAP COUNTY BOARD OF COMMISSIONERS

_____
CHARLOTTE GARRIDO, Chair

_____
ROBERT GELDER, Commissioner

_____
EDWARD E. WOLFE, Commissioner

ATTEST:

_____
Dana Daniels, Clerk of the Board

Approved as to form by the Prosecuting Attorney's Office

ATTACHMENT B-2: BUDGET TABLE (DSHS DMA Funding)
Kitsap Public Health District
KC-266-16A

Expenditure Cost	Fund Source	Time Period	Previous Budget	Amendment A Changes this Contract	Current Budget
0.3 FTE Nurse-Family Partnership Program (NFP) **Salary**	DBHR DMA	1/1/17 – 6/30/17	0.00	+17,500.00	17,500.00
0.3 FTE Nurse-Family Partnership Program (NFP) **Benefits**	DBHR DMA	1/1/17 – 6/30/17	0.00	+4,256.00	4,256.00
0.3 FTE Nurse-Family Partnership Program (NFP) **Supplies**	DBHR DMA	1/1/17 – 6/30/17	0.00	+68.00	68.00
0.3 FTE Nurse-Family Partnership Program (NFP) **Indirect** (10% salary & benefits)	DBHR DMA	1/1/17 – 6/30/17	0.00	+2,176.00	2,176.00
		Attachment B-2 Sub-Total	**0.00**	**+24,000.00**	**24,000**
		Attachment B-1 Sub-Total	**193,631.00**	**0.00**	**193,631.00**
		Grand Total	**193,631.00**	**+24,000.00**	**217,631.00**

Washington State Department of Social & Health Services Transforming lives	**DSHS and LOCAL HEALTH JURISDICTION AGREEMENT on GENERAL TERMS and CONDITIONS**	DSHS Contract Number 1785-88028
These General Terms and Conditions are between the state of Washington Department of Social and Health Services (DSHS) and the Local Health Jurisdiction (LHJ) identified below. These General Terms and Conditions govern work to be performed under any Program Agreement between the parties. These General Terms and Conditions supersede and replace any previously executed General Terms and Conditions as of the start date below.		Local Health Jurisdiction Contract Number 1673, Revised

TERM OF AGREEMENT: The term of this Agreement on General Terms and Conditions shall start and end on the following dates, unless terminated sooner as provided herein.

START DATE: July 1, 2017 **END DATE: June 30, 2023**

LOCAL HEALTH JURISDICTION NAME	DSHS INDEX NUMBER
Kitsap Public Health District	103543
LOCAL HEALTH JURISDICTION ADDRESS 345 6th Street Suite 300 Bremerton WA 98337-1866	
LOCAL HEALTH JURISDICTION TELEPHONE (360) 728-2262	LOCAL HEALTH JURISDICTION FAX (360) 813-1382
DSHS CENTRAL CONTRACT SERVICES ADDRESS Central Contracts and Legal Services PO Box 45811 Olympia, WA 98504-5811	DSHS CENTRAL CONTRACT SERVICES TELEPHONE (360) 664-6055

By their signatures below, the parties agree to these General Terms and Conditions.

LOCAL HEALTH JURISDICTION SIGNATURE	DATE	PRINTED NAME AND TITLE	TELEPHONE NUMBER (INCLUDE AREA CODE)
		Keith Grellner, RS | Administrator	(360) 728-2284
DSHS SIGNATURE	DATE	PRINTED NAME AND TITLE	TELEPHONE NUMBER (INCLUDE AREA CODE)
		Monika Vasil CCLS Chief	(360) 664-6071

1. Definitions. The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

a. “Agreement” means this Department of Social and Health Services and Local Health Jurisdiction Agreement on General Terms and Conditions and any exhibits and other documents attached or incorporated by reference. Unless plainly inconsistent with context, the term "Agreement" includes and refers to all such agreements collectively.

b. "CCLS Chief" means the individual in Central Contracts and Legal Services with oversight authority for Department of Social and Health Services statewide agency contracting procedures.

c. “Central Contracts and Legal Services (CCLS)” means the Department of Social and Health statewide agency headquarters contracting office, or successor section or office.

d. “CFR” means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.

e. “Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.

f. “Debarment” means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

g. “DSHS” or “the department” or “the Department” means the Department of Social and Health Services of the state of Washington.

h. “DSHS Representative” means any DSHS employee who has been delegated contract-signing authority by the DSHS Secretary or his/her designee.

i. “General Terms and Conditions” means the contractual provisions contained within this Agreement, which govern the contractual relationship between DSHS and the LHJ, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.

j. “LHJ” means the Local Health Jurisdiction, County Health District, County Health Department, and the like, performing services pursuant to this Agreement and any Program Agreement.

k. “Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, or any financial identifiers.

l. “Program Agreement” means a written agreement between DSHS and the LHJ

containing special terms and conditions, including a statement of work to be performed by the LHJ and payment to be made by DSHS.

m. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.

n. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DSHS, or his/her designee.

o. "Subcontract" means a separate contract between the LHJ and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the LHJ shall perform pursuant to any Program Agreement.

p. "USC" means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.

q. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.

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

3. Assignment. Except as otherwise provided herein in Section 21, the LHJ shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the CCLS Chief and the written assumption of the LHJ's obligations by the third party.

4. Billing Limitations. Unless otherwise specified in a Program Agreement, DSHS shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.

5. Compliance with Applicable Law. At all times during the term of this Agreement and any Program Agreement, the LHJ and DSHS shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

6. Confidentiality.

a. The parties shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of any Program Agreement for any purpose that is not directly connected with the performance of the services contemplated there under, except:

(1) As provided by law; or,

(2) In the case of Personal Information, as provided by law or with the prior written

consent of the person or personal representative of the person who is the subject of the Personal Information.

b. The parties shall protect and maintain all Confidential Information gained by reason of any Program Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the parties to employ reasonable security measures, which include restricting access to the Confidential Information by:

(1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

(2) Physically securing any computers, documents, or other media containing the Confidential Information.

c. To the extent allowed by law, at the end of the Agreement term, or when no longer needed, the parties shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the other party.

d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g., protected health information) must be destroyed through shredding, pulping, or incineration.

e. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the Program Agreement within five (5) business days of discovery for breaches of less than 500 persons' protected data, and three (3) business days of discovery for breaches of over 500 persons' protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

7. Certification Regarding Ethics. By signing this Agreement, the LHJ certifies that the LHJ is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.

8. Debarment Certification. The LHJ, by signature to this Agreement, certifies that the LHJ is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any federal department or agency. The LHJ also agrees to include the above requirement in all subcontracts into which it enters.

9. Disputes. Both DSHS and the Contractor ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of the Agreement or applicable Program Agreement(s), either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If the managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree

to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the LHJ Representative or their deputy or designed delegate. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and the LHJ Representative.

Upon receipt of the referral and relevant documentation, the Secretary and LHJ Representative will confer to consider the potential options for resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and LHJ Representative may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and LHJ Representative are unable to come to a mutually acceptable decision within fifteen (15) days, they may agree to issue an extension to allow for more time.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under the Agreement or applicable Program Agreement(s) that are not affected by the dispute.

The final decision will be put in writing and will be signed by both the Secretary and LHJ Representative. If the Agreement is active at the time of resolution and amendment of the Agreement is warranted for ongoing clarity, the Parties will execute an amendment to incorporate the final decision into the Agreement. If this dispute process is used, the resolution decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision. Notwithstanding the foregoing, each Party reserves the right to litigate issues *de novo* in court.

10. Entire Agreement. This Agreement and any Program Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. Upon execution of any Program Agreement, this Agreement shall be considered incorporated into that Program Agreement by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.

11. Governing Law and Venue. The laws of the state of Washington govern this Agreement. In the event of a lawsuit by the LHJ against DSHS involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DSHS against the LHJ involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.

12. Responsibility. Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. DSHS and the LHJ shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. DSHS and the LHJ agree to notify the attorneys of record in any tort lawsuit where both are parties if either DSHS or the LHJ enters into settlement

negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.

13. Independent Status. For purposes of this Agreement and any Program Agreement, the LHJ acknowledges that the LHJ is not an officer, employee, or agent of DSHS or the state of Washington. The LHJ shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DSHS or the state of Washington. The LHJ shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington. The LHJ shall indemnify and hold harmless DSHS from all obligations to pay or withhold federal or state taxes or contributions on behalf of the LHJ or the LHJ's employees.

14. Inspection. Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, any Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

15. Insurance. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The LHJ certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The LHJ shall pay for losses for which it is found liable.

16. Maintenance of Records.

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:

a. Document performance of all acts required by law, regulation, or this Agreement;

b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the LHJ's invoices to DSHS and all expenditures made by the LHJ to perform as required by this Agreement.

17. Operation of General Terms and Conditions. These General Terms and Conditions shall be incorporated by reference into each Program Agreement between the LHJ and DSHS in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.

18. Order of Precedence. In the event of an inconsistency in this Agreement and any Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

a. Applicable federal and state of Washington statutes and regulations;

b. This Agreement;

c. The Program Agreement(s).

19. Ownership of Material. Material created by the LHJ and paid for by DSHS as a part of any Program Agreement shall be owned by DSHS and shall be "work made for hire" as defined by 17 USC§ 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the LHJ uses to perform a Program Agreement but is not created for or paid for by DSHS is owned by the LHJ and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the LHJ has a right to grant such a license.

20. Severability. The provisions of this Agreement and any Program Agreement are severable. If any court holds invalid any provision of this Agreement or a Program Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions of this Agreement or that Program Agreement.

21. Subcontracting. The LHJ may subcontract services to be provided under a Program Agreement, unless otherwise specified in that Program Agreement. If DSHS, the LHJ, and a subcontractor of the LHJ are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement or any Program Agreement, then DSHS shall be responsible for its proportionate share, and the LHJ shall be responsible for its proportionate share. Should a subcontractor to the LHJ pursuant to a Program Agreement be unable to satisfy its joint and several liability, DSHS and the LHJ shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than DSHS and the LHJ. This provision shall not apply in the event of a settlement by either DSHS or the LHJ.

22. Subrecipients.

a. General. If the LHJ is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the LHJ will;

(1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

(2) Maintain internal controls that provide reasonable assurance that the LHJ is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

(3) Prepare appropriate financial statements, including a schedule of expenditures of

federal awards;

(4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the LHJ and its Subcontractors who are subrecipients;

(5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and

(6) Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and 39.

b. Single Audit Act Compliance. If the LHJ is a subrecipient and expends $750,000 or more in federal awards from all sources in any fiscal year, the LHJ will procure and pay for a single audit or program-specific audit for that fiscal year. Upon completion of each audit, the LHJ will:

(1) Submit to the DSHS contract person the data collection from and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

(2) Follow-up and develop corrective action for all audit findings, in accordance with 2 CFR Part 200, Subpart F, prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

c. Overpayments. If it is determined by DSHS, or by an auditor during the course of a required audit, that the LHJ has been paid unallowable costs under any applicable Program Agreement, DSHS may require the LHJ to reimburse DSHS in accordance with 2 CFR Part 200.

23. Survivability. The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration of a particular Program Agreement shall survive. Surviving terms include, but are not limited to: Confidentiality (Section 6), Disputes (Section 9), Responsibility (Section 12), Inspection (Section 14), Maintenance of Records (Section 16), Ownership of Material (Section 19), Subcontracting (Section 21), Termination for Default (Section 26), Termination Procedure (Section 27), and Title to Property (Section 29).

24. Termination Due to Change in Funding, Contract Renegotiation or Suspension. If the funds DSHS relied upon to establish any Program Amendment are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Agreement but prior to the normal completion of any Program Agreement:

a. At DSHS's discretion, the Program Agreement may be renegotiated under the revised funding conditions.

b. Upon no less than fifteen (15) calendar days' advance written notice to the LHJ, DSHS may suspend the LHJ's performance of any Program Agreement when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the LHJ's performance to be resumed prior to the normal completion date of the Program Agreement. For purposes of this subsection, "written notice" may include email.

(1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

(2) When DSHS determines that the funding insufficiency is resolved, it will give the LHJ written notice to resume performance. Upon the receipt of this notice, the LHJ will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption.

(3) If the LHJ's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the Program Agreement by giving written notice to the LHJ. The parties agree that the Program Agreement will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered prior to the retroactive date of termination.

c. DSHS may terminate the Program Agreement by providing at least fifteen (15) calendar days' advance written notice to the LHJ. DSHS shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

25. Termination for Convenience. The CCLS Chief may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the LHJ at least thirty (30) calendar days' written notice addressed to the LHJ at the address shown on the cover page of the applicable agreement. The LHJ may terminate this Agreement and any Program Agreement for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to: Central Contracts and Legal Services, PO Box 45811, Olympia, Washington 98504-5811.

26. Termination for Default.

a. The CCLS Chief may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the LHJ, if DSHS has a reasonable basis to believe that the LHJ has:

(1) Failed to meet or maintain any requirement for contracting with DSHS;

(2) Failed to perform under any provision of this Agreement or any Program Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; or

(4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.

b. Before the CCLS Chief may terminate this Agreement or any Program Agreement for default, DSHS shall provide the LHJ with written notice of the LHJ's noncompliance with the agreement and provide the LHJ a reasonable opportunity to correct the LHJ's noncompliance. If the LHJ does not correct the LHJ's noncompliance within the period of time specified in the written notice of noncompliance, the CCLS Chief may then terminate the agreement. The CCLS Chief may terminate the agreement for default without such written notice and without opportunity for correction if DSHS has a reasonable basis to believe that a client's health or safety is in jeopardy.

c. The LHJ may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DSHS, if the LHJ has a reasonable basis to believe that DSHS has:

(1) Failed to meet or maintain any requirement for contracting with the LHJ;

(2) Failed to perform under any provision of this Agreement or any Program Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or

(4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.

d. Before the LHJ may terminate this Agreement or any Program Agreement for default, the LHJ shall provide DSHS with written notice of DSHS' noncompliance with the agreement and provide DSHS a reasonable opportunity to correct DSHS' noncompliance. If DSHS does not correct DSHS' noncompliance within the period of time specified in the written notice of noncompliance, the LHJ may then terminate the agreement.

27. Termination Procedure. The following provisions apply in the event this Agreement or any Program Agreement is terminated:

a. The LHJ shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.

b. The LHJ shall promptly deliver to the DSHS contact person (or to his or her successor) listed on the first page of the Program Agreement, all DSHS assets (property) in the LHJ's possession, including any material created under the Program Agreement. Upon failure to return DSHS property within ten (10) working days of the Program Agreement termination, the LHJ shall be charged with all reasonable costs of recovery, including transportation. The LHJ shall take reasonable steps to protect and preserve any property of DSHS that is in the possession of the LHJ pending

return to DSHS.

c. DSHS shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DSHS may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DSHS.

d. If the CCLS Chief terminates any Program Agreement for default, DSHS may withhold a sum from the final payment to the LHJ that DSHS determines is necessary to protect DSHS against loss or additional liability occasioned by the alleged default. DSHS shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the LHJ was not in default, or if the LHJ terminated the Program Agreement for default, the LHJ shall be entitled to all remedies available at law, in equity, or under the Program Agreement.

28. Treatment of Client Property. Unless otherwise provided in the applicable Program Agreement, the LHJ shall ensure that any adult client receiving services from the LHJ under a Program Agreement has unrestricted access to the client's personal property. The LHJ shall not interfere with any adult client's ownership, possession, or use of the client's property. The LHJ shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of the Program Agreement, the LHJ shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the LHJ from implementing such lawful and reasonable policies, procedures and practices as the LHJ deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

29. Title to Property. Title to all property purchased or furnished by DSHS for use by the LHJ during the term of a Program Agreement shall remain with DSHS. Title to all property purchased or furnished by the LHJ for which the LHJ is entitled to reimbursement by DSHS under a Program Agreement shall pass to and vest in DSHS. The LHJ shall take reasonable steps to protect and maintain all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon termination or expiration of the Program Agreement pursuant to which it was purchased or furnished, reasonable wear and tear excepted.

30. Waiver. Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the CCLS Chief or designee has the authority to waive any term or condition of this Agreement on behalf of DSHS.

CONTRACT FOR SERVICES #2017-018
Kitsap Public Health District and City of Poulsbo

This Contract for Services (Contract) is entered into by the Kitsap Public Health District, which has its principal offices at 345 6th Street, Suite 300, Bremerton, Washington, 98337; herein referred to as "District", and the City of Poulsbo, 200 NE Moe Street, Poulsbo, WA; herein referred to as "City of Poulsbo".

SECTION 1. TERM

The Contract shall be effective July 1, 2017, through June 30, 2022.

SECTION 2. SERVICES TO BE PROVIDED

The type of work to be performed by the District on behalf of the City will include, but is not limited to, one or more of the following: water quality testing for potential storm water illicit discharges and connections (screening); investigation of (confirmed) illicit storm water discharges and connections; correction of illicit discharges and connections through a combination of education and enforcement of environmental health regulations; and other work related to the City of Poulsbo's compliance with their Municipal Storm Water Permit.

Whenever the City desires to obtain work from the District, the City shall provide a detailed Scope of Work and make a request for said work to the District in writing. The District shall provide a detailed budget and schedule to the City in writing. The City shall notify the District, in writing, of its approval of the budget and schedule and indicate that the District shall proceed with the work.

SECTION 3. CONTRACT REPRESENTATIVES

District and City of Poulsbo will each have a contract representative. Either party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

DISTRICT Contract Representative	CITY OF POULSBO Contract Representative
John Kiess, RS	Andrzej Kasiniak, P.E.
Environmental Health Director	Director of Engineering
Kitsap Public Health District	City of Poulsbo
345 – 6th Street, Suite 300	200 NE Moe Street
Bremerton, WA 98337	Poulsbo, WA 98370

SECTION 4. COMPENSATION

District will be paid only for work expressly authorized in Section 2, or as amended pursuant to Section 5. District's billing rate will be $109/hour. The total compensation payable under the Contract by the City of Poulsbo to District in no event will exceed more than $25,000 per twelve-

month calendar period for a total of $125,000 over the five-year term. Staff salary, benefits, and overhead (included in above billing rate), required professional services and all other costs necessary to complete the above work are eligible expenses.

District will submit to City of Poulsbo invoices that document time worked, work accomplished, and all associated expenses. Subject to the other provisions of the Contract, City of Poulsbo will usually pay such invoices within 30 days of receiving them.

Invoices should be submitted to:

Andrzej Kasiniak, P.E.,
Director of Engineering
City of Poulsbo
200 NE Moe Street
Poulsbo, WA 98370

SECTION 5. AMENDMENTS

All Contract renewals, amendments, or modifications must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by both parties and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

Each party will hold harmless, indemnify, and defend the other, its officers, officials, employees and agents; from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever; including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, to the extent caused by or arising out of the indemnitor's acts, errors or omissions in the performance of the Contract; provided, however, that the indemnitor' s obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the acts, errors or omissions of the indemnitee or its officers, officials, employees or agents. Solely for the purposes of this provision, each party waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This section shall survive termination or expiration of the Contract.

SECTION 7. NONDISCRIMINATION

District, its assignees, delegates, or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any disability.

SECTION 8. DISPUTES

If a dispute arises under the Contract that cannot be resolved by the parties, the dispute will be submitted to a three-member dispute board. Each party will appoint one member to the dispute board. The two members so appointed will jointly appoint the third member. The dispute board will review the facts, contract terms and law and make a determination of the dispute. Provided that both parties cooperate reasonably and in good faith, they agree to avail themselves of this dispute resolution process before resorting to litigation to resolve disputes.

SECTION 9. CHOICE OF LAW, JURISDICTION, AND VENUE

9.1 The Contract will be construed as having been made and delivered within the State of Washington and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.

9.2 Any action at law, suit in equity, or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

SECTION 10. MISCELLANEOUS

10.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance or waiver of any provisions of the Contract does not constitute a waiver of such provision or future performance or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.

10.2 **Tax Payments.** District will pay all applicable federal, state and local taxes and fees, except those based on the income of the City of Poulsbo.

10.3 **Legal Compliance.** District and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.

10.4 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

10.5 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the Contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.

10.6 **Notices.** All notices required to be given by either party to the other under this Contract shall be in writing and shall be given in person or by regular postal mail to the addresses set forth in Section 3. Notice may also be given by facsimile or email with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile or email, service will be effective at the beginning of the next working day.

10.7 **Termination for Convenience.** Either party may terminate the Contract for convenience by providing at least 30 days' advance written notice to the other party.

10.8 **Independent Contractor.** District is providing services under the Contract as an independent contractor of the City and not as an employee.

DATED this 3 day of May, 2017.

CITY OF POULSBO

By _____
Rebecca Erickson
Mayor

DATED this _____ day of _____, 2017.

KITSAP PUBLIC HEALTH DISTRICT

By _____
Keith Grellner, BS, RS
Administrator

DEPARTMENT OF ECOLOGY
State of Washington

Agreement No. WQC-2017-KitPHD-00039

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

KITSAP PUBLIC HEALTH DISTRICT

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

GENERAL INFORMATION

Project Title:	Kitsap County 4A and 4B Listed Stream Restoration Project
Total Cost:	$400,000.00
Total Eligible Cost:	$400,000.00
Ecology Share:	$300,000.00
Recipient Share:	$100,000.00
The Effective Date of this Agreement is:	03/01/2017
The Expiration Date of this Agreement is no later than:	02/29/2020
Project Type:	Nonpoint Source Activity

Project Short Description:
The RECIPIENT will implement the Water Pollution Identification and Correction (PIC) methods to remove fecal coliform bacteria pollution in all listed streams in Kitsap County. This will be achieved through a combination of: 1) intensive investigative bacteria sampling; 2) an innovative web-based GIS system to identify high risk properties for investigation; 3) bacteria pollution source location and correction; and 4) targeted public education.

Project Long Description:
All waters in the State, where water quality data or information are available, are assessed and placed into one of five water quality assessment categories that indicate levels necessary for pollution control measures. The highest impaired waters are placed in category 4A (from category 5) when the Environmental Protection Agency (EPA) has approved a respective Total Maximum Daily Load (TMDL) or formal cleanup process for the specified pollutant(s). Impaired waters are placed in category 4B when an effective and locally driven cleanup program other than a TMDL is already in place and approved by EPA. The Kitsap County PIC program is

approved for this purpose and the RECIPIENT will implement it on freshwater stream reaches and marine areas currently listed as category 4A and 4B for fecal coliform bacteria.

The intent of this project is to implement a proven and effective approach to reduce bacteria and associated pathogens and pollutants in surface water and shellfish growing areas. These improvements will be achieved through intensive water quality sampling on stream segments, Geographic Information System (GIS) mapping, stream surveys looking for illicit discharges, thorough septic records evaluation and prioritization for surveys, property inspections, and targeted agricultural property sampling.

The RECIPIENT will apply its proven PIC process across all listed stream segments on a prioritized basis. All identified sources including failing septic and side sewer systems, and poor animal waste management practices will be corrected. Subsequently, the RECIPIENT will monitor fecal coliform bacteria on all stream segments in order to move forward with de-listing streams that meet state water quality standards. Below is a list of the streams that will be addressed. The 4A listed streams are located in Sinclair and Dyes Inlets and Liberty Bay TMDL areas while many of the 4B listed streams are located outside these TMDL areas.

- 4A Listed Streams in Kitsap County: Annapolis, Barker, Barrantes, Beaver, Big Scandia, Bjorgen, Blackjack, Chico, Clear, Johnson, Karcher, Keyport, Kitsap, Lemolo, Little Scandia, Ostrich Bay, Pahrmann, Perry, Phinney, Ridgetop, Ross, Sacco, State Park, Strawberry, Unnamed (11)

- 4B Listed Streams in Kitsap County: Bear, Big Anderson, Boyce, Burley, Carpenter, Cowling, Curley, Daniels, Dewatto, Dogfish, Duncan, Enetai, Grovers, Indianola, Jump Off Joe, Kinman, Kitsap, Lofall, Martha-John, Steele, Unnamed (2), Wilson

The RECIPIENT recently reorganized its Water Pollution Identification and Correction Program in order to efficiently address all Kitsap County stream bacteria listings simultaneously. This has been made possible by the following changes:

- The RECIPIENT assigned individual watersheds to their program staff who is responsible for cleanup of all the 4A and 4B fecal coliform bacteria listed streams, responding to any public onsite sewage or water quality complaints, and investigation of any deficient On-site Septic System (OSS) inspection reports submitted by maintenance specialists through an online management system.

- 4A and 4B listed streams are investigated using intensive E.coli bacteria sampling throughout the entire system. Five sample events are collected in the dry season, and five sample events are collected in the wet season. Segments that exceed an internal threshold of 126 E.coli organisms per 100 mL are investigated further. The RECIPIENT investigates all high, medium and low risk properties along the segment, using its proven survey approach. Additionally, high risk properties are inspected throughout the listed segments of the stream.

- The RECIPIENT will write Watershed Corrective Action Plans based on the results of the E.coli bacteria sampling described above, and the ongoing trend monitoring program for fecal coliform bacteria.

Overall Goal:

The goal of the project is to get Kitsap County watersheds to meet or exceed water quality standards, resulting in improved public health and restoration of shellfish beds in associated closures zones.

RECIPIENT INFORMATION

Organization Name: Kitsap Public Health District

Federal Tax ID: 42-1689063
DUNS Number: 169167202

Mailing Address: 345 6th St. Suite 300
Bremerton, Washington 98337

Physical Address: Norm Dicks Government Center
345 6th Street
Suite 300

Contacts

Project Manager	John Kiess 345 6th Street, Suite 300 Bremerton, Washington 98337 Email: john.kiess@kitsappublichealth.org Phone: (360) 728-2290
Billing Contact	Margaret Hilliard Accounting Assistant 2 Norm Dicks Government Center 345 6th Street Suite 300 Bremerton, Washington 98337-1866 Email: margaret.hilliard@kitsappublichealth.org
Authorized Signatory	Keith James Grellner Administrator 345 6th Street Suite 300 Bremerton, Washington 98337 Email: keith.grellner@kitsappublichealth.org

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Danielle Devoe TMDL Lead 3190 - 160th Ave SE Bellevue, Washington 98008-5452 Email: ddev461@ecy.wa.gov Phone: (425) 649-7036
Financial Manager	Lori Gregg PO Box 47600 Olympia, Washington 98504-7600 Email: loea461@ecy.wa.gov Phone: (360) 407-6541

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

By: _____

Heather R. Bartlett Date
Water Quality
Program Manager

Kitsap Public Health District

By: _____

Keith James Grellner Date
Administrator

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

Task Number: 1 **Task Cost:** $6,667.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
* Properly maintained project documentation

Recipient Task Coordinator: John Kiess

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	02/29/2020
1.3	Project Outcome Summary Report	02/29/2020

SCOPE OF WORK

Task Number: 2 **Task Cost:** $24,000.00

Task Title: Public Education and Outreach

Task Description:

A. The RECIPIENT will perform education and outreach in partnership with Kitsap County Public Works and Washington State University Extension-Kitsap (Partners) to provide information to property owners about proper function and care of septic systems, pet and livestock waste management, and other sources of bacteria pollution prevention. This outreach will include at a minimum:

1) Three "Septic Sense" workshops, one in each of the most populated watersheds- Dyes Inlet, Sinclair Inlet and Liberty Bay. During the workshops the RECIPIENT and Partners will present the project and practices that improve water quality and public health, including: how to protect a septic system investment, septic system landscaping and natural yard care, agricultural waste management, and Green Cleaning.

2) One press release at the beginning of the project.

3) Distribution of informational postcards and other materials mailed to target areas.

4) Meeting evaluations before and after the workshops to test subject knowledge.

5) Distribution of post cards to all properties surveyed within 7 to 10 days after the site visit.

B. The RECIPIENT will conduct a regional search for existing materials before producing any new educational flyers or pamphlets. Copies of all printed materials developed, when feasible, will include ECOLOGY's logo. The RECIPIENT must upload into EAGL, copies of any tangible educational products developed under this grant, such as brochures, manuals, pamphlets, videos, curriculum, posters, media announcements and audio files. For items that cannot be uploaded, the RECIPIENT will create a document that contains a complete description including photographs of the product and upload that to EAGL.

C. The RECIPIENT shall obtain approval from ECOLOGY's Project Manager for all communication materials or documents related to the fulfillment of this Agreement prior to distribution.

Task Goal Statement:

To provide information to residents in each targeted watershed so that they can improve the care and maintenance of their septic systems, as well as improve knowledge to prevent bacteria sources which result in water quality improvements.

Task Expected Outcome:

By conducting workshop evaluations and obtaining site visit survey responses, the RECIPIENT will quantify the number of individuals and percent increase in resident's knowledge about and commitment to actions related to the proper function and maintenance of septic systems, natural yard care, pet and livestock waste management, and other sources of bacteria water pollution.

Recipient Task Coordinator: John Kiess

Public Education and Outreach

Deliverables

Number	Description	Due Date
2.1	Submit copy of contract for professional services with Kitsap County Public Works.	
2.2	Septic Sense workshop for Dyes Inlet watershed. Upload workshop PowerPoint presentation into EAGL.	
2.3	Septic Sense workshop for Sinclair Inlet watershed. Upload workshop PowerPoint presentation into EAGL.	
2.4	Septic Sense workshop for Liberty Bay watershed. Upload workshop PowerPoint presentation into EAGL.	
2.5	Upload a copy of the project launch press release into EAGL.	
2.6	Report on measureable outcomes for post cards and workshops in PIC Report.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $342,666.00

Task Title: Pollution Identification and Correction

Task Description:

A. The RECIPIENT will identify bacteria pollution sources within all listed streams in Kitsap County by employing its innovative watershed lead model. The RECIPIENT will write a Watershed Corrective Action Plan for any watershed that contains listed streams and will use the results of the E.coli bacteria sampling and the ongoing trend monitoring program for fecal coliform bacteria to identify pollutions sources. This watershed approach includes intensive stream sampling (Task 4), GIS mapping stream surveys looking for illicit discharges, and thorough evaluation of septic records to prioritize surveys, property inspections, and targeted agricultural property sampling.

B. The RECIPIENT will conduct pollution identification and property inspections in targeted priority stream areas throughout Kitsap County. Identification and property inspection will include at a minimum:

1. Door-to-door property on-site septic system surveys in targeted priority stream areas. The RECIPIENT expects to visit approximately 700 properties and inspect approximately 500 of those properties by project end. Property inspections will be conducted in accordance with the Health District's "Pollution Source Identification and Correction Protocol Manual" (2016). A break out of inspections by stream watershed will be provided in the PIC Report.

2. The RECIPIENT will provide property owners with a "Homeowner's Guide to Onsite Sewage Systems," which discusses types of septic systems, septic "do's and don'ts", and maintenance recommendations during site visits. Site-specific recommendations are provided during a walk over the septic tank and drainfield area. Pet waste and agricultural waste management practices will be discussed as needed.

C. The RECIPIENT will correct all identified bacteria pollution sources (E.coli or fecal coliform) identified in the survey area and targeted streams by:

1. Promoting voluntary correction through education, distributing information about onsite septic repair loan programs, maintenance recommendations, and referring homeowners to Kitsap Conservation District to educate property owners on how to manage contaminated farm runoff and animal waste issues.

2. Addressing non-cooperative property owners through enforcement of existing local on-site sewage regulations, solid waste regulations, state sewage regulations and local municipal illicit discharge ordinances.

Task Goal Statement:

The overall goal of this task is to reduce bacteria pollution in surface waters and shellfish beds. Confirmed bacteria pollution sources such as failing septic systems and animal waste management violations will be corrected.

Task Expected Outcome:

A reduction in bacteria concentrations in targeted streams through Kitsap County This will be achieved by implementing established PIC methods for monitoring, identifying and correcting sources of bacteria pollution. The number of attempted and completed property inspections, failing OSS corrected, and properties with livestock waste handling problems corrected will be quantified.

Recipient Task Coordinator: John Kiess

Pollution Identification and Correction

Deliverables

Number	Description	Due Date
3.1	Complete and upload approximately eight Watershed Corrective Action Plans for all watersheds with 4A and 4B listed streams.	
3.2	Report on "hot spots" identified, status of field inspections, sources identified, and sources corrected in PIC Report.	
3.3	Report on agricultural waste issues identified through sampling and property inspections, and correct sources with enforcement and BMP implementation in PIC Report.	
3.4	Report on onsite sewage systems investigation, inspection, and correction findings in PIC Report.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** $26,667.00

Task Title: Monitoring

Task Description:

A. The RECIPIENT will develop and submit a Quality Assurance Project Plan (QAPP), which will guide all water quality monitoring activities, to the ECOLOGY Project Manager. This plan will go through a review process and must be approved and signed by the Project Manager prior to initiating monitoring activities. Any monitoring activity conducted before the QAPP receives final approval is not eligible for reimbursement.

B. The RECIPIENT will submit all monitoring data collected into ECOLOGY's Environmental Information Management (EIM) database annually. The RECIPIENT will develop and submit a final water quality monitoring report to ECOLOGY for review and approval.

C. The RECIPIENT will develop and submit a draft PIC Report presenting the tasks completed and outcomes achieved during the project to ECOLOGY's Project Manager for review. The report will include number of surveys completed, number of failing OSS identified and repaired, number of farms with animal waste violations, and post corrective water quality improvements. The RECIPIENT will upload the final, approved PIC Report into EAGL.

Task Goal Statement:

Track trends in bacteria levels for all Kitsap County 4A and 4B listed streams.

Task Expected Outcome:

- An approved QAPP.

- Monitoring data management performed, including entering retrieved data into ECOLOGY's EIM database annually.

- A final water quality monitoring report and final PIC Report.

Recipient Task Coordinator: John Kiess

Monitoring

Deliverables

Number	Description	Due Date
4.1	Develop and submit a QAPP to the ECOLOGY Project Manager for review and approval. This QAPP will guide all water quality monitoring activities.	
4.2	Manage and submit all monitoring data into ECOLOGY's EIM database annually.	
4.3	Develop and submit a draft PIC Report to ECOLOGY's Project Manager for review and comment. Upload one electronic copy of the final, approved PIC Report into EAGL and notify ECOLOGY.	

BUDGET

Funding Distribution EG170180

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title:	Section 319 and Centennial	Funding Type:	Grant
Funding Effective Date:	03/01/2017	Funding Expiration Date:	02/29/2020

Funding Source:

Title:	Centennial - SFY17
Type:	State
Funding Source %:	29.69%
Description:	The Centennial Clean Water Program provides grants for nonpoint source pollution control activity projects and wastewater facility construction projects in smaller, financially distressed communities.
Title:	Section 319 - SFY17
Type:	Federal
Funding Source %:	70.31%
Description:	The Environmental Protection Agency provides support to Washington State to implement its state nonpoint source management program developed under the Clean Water Act Section 201(g)(1)(B) Under Section319(h). This program provides grants for nonpoint source pollution control efforts to local governments such as towns, cities, counties, and related special purpose districts, as well as tribal entities and nonprofit organizations.

Federal Awarding Agency:	U.S. Environmental Protection Agency
Federal Awarding Agency Contact:	Michelle Wilcox
Federal Awarding Agency Phone:	360-753-9469
Federal Awarding Agency Email:	wilcox.michelle@epa.gov
Federal Awarding Agency Address:	EPA Washington Operations Office 300 Desmond Dr SE # 102, Lacey, WA 98503
CFDA Catalog Name:	Nonpoint Source Implementation
CFDA Number:	66.460
FAIN:	C9-00044909-0
Research Grant:	No
Federal Award Date:	09/28/2015
Total Federal Award Amount:	$2,887,900.00
Federal Funds Obligated To Recipient:	$210,930.00

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 25%
Recipient Match %: 25%
InKind Interlocal Allowed: Yes
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? Yes

Section 319 and Centennial	**Task Total**
Project Administration/Management	$ 6,667.00
Public Education and Outreach	$ 24,000.00
Pollution Identification and Correction	$ 342,666.00
Monitoring	$ 26,667.00
	Total: $ 400,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Section 319 and Centennial	25.00 %	$ 100,000.00	$ 300,000.00	$ 400,000.00
Total		**$ 100,000.00**	**$ 300,000.00**	**$ 400.000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

"Administration Charge" means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology's cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

"Administrative Requirements" means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

"Annual Debt Service" for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

"Average Annual Debt Service" means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

"Centennial Clean Water Program" means the state program funded from various state sources.

"Contract Documents" means the contract between the RECIPIENT and the construction contractor for construction of the project.

"Cost Effective Analysis" means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

"Defease" or "Defeasance" means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

"Effective Date" means the earliest date on which eligible costs may be incurred.

"Effective Interest Rate" means the total interest rate established by Ecology that includes the Administrative Charge.

"Estimated Loan Amount" means the initial amount of funds loaned to the RECIPIENT.

"Estimated Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

"Equivalency" means projects designated by ECOLOGY to meet additional federal requirements.

"Final Accrued Interest" means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially
closed out and a final loan repayment schedule is issued.

"Final Loan Amount" means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

"Final Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

"Forgivable Principal" means the portion of a loan that is not required to be paid back by the borrower.

"General Obligation Debt" means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit,
and resources of the RECIPIENT.

"General Obligation Payable from Special Assessments Debt" means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

"Gross Revenue" means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

"Guidelines" means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

"Initiation of Operation Date" means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

"Loan" means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

"Loan Amount" means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

"Loan Fund" means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

"Loan Security" means the mechanism by which the RECIPIENT pledges to repay the loan.

"Loan Term" means the repayment period of the loan.

"Maintenance and Operation Expense" means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

"Net Revenue" means the Gross Revenue less the Maintenance and Operation Expense.

"Original Engineer's Estimate" means the engineer's estimate of construction costs included with bid documents.

"Principal and Interest Account" means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

"Project" means the project described in this agreement.

"Project Completion Date" means the date specified in the agreement on which the Scope of Work will be fully completed.

"Project Schedule" means that schedule for the project specified in the agreement.

"Reserve Account" means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

"Revenue-Secured Debt" means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

"Risk-Based Determination" means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

"Scope of Work" means the tasks and activities constituting the project.

"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

"State Water Pollution Control Revolving Fund (Revolving Fund)" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

"Termination Date" means the effective date of ECOLOGY's termination of the agreement.

"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

C. Cultural Resources: The RECIPIENT shall:
1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology's Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available upon request by any party. The IDP must be readily available and be implemented to address any discovery. The RECIPIENT shall implement the procedures in

the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives, if human remains, cultural, or archeological resources are discovered in the course of ground disturbing activities. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at: http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND ONLY CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. Clean Water Act Section 319 Initial Data Reporting Sheet or the "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may sent a request to their Ecology's Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on pollutant load reductions for each best management practice (BMP) installed as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting".

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://harvester.census.gov/fac/collect/ddeindex.html. For complete information on how to accomplish the single audit submissions, go to the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.

C. Archaeological Resources and Historic Properties (Section 106): See Section 2.C of the terms and conditions of this agreement, the RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

D. Consultant Cap: The RECIPIENT shall ensure that loan or grant funds provided under this agreement to reimburse for costs incurred by individual consultants (excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. The Executive Schedule can be found at: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in Subpart D of 2 CFR 200 are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who shall be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9 for additional information.

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that the organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government

RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, and State and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors,

engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Opinion of RECIPIENT's Legal Council
2. Authorizing Ordinance or Resolution
3. Federal Funding Accountability and Transparency Act (FFATA) Form
4. CWSRF Federal Reporting Information form available in EAGL

5. Fiscal Sustainability Plan Certification (only required if the project includes construction of a wastewater or stormwater facility construction)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

E. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf.

F. Free Service: The RECIPIENT shall not furnish utility service to any customer free of charge if providing that free service affects the RECIPIENT's ability to meet the obligations of this agreement.

G. Insurance: The RECIPIENT shall at all times carry fire and extended coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments semiannually over the term of this loan "Loan Term" as outlined in this agreement.

I. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.
In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.
If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a formal amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

J. Loan Security
Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.
Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Reserve Requirement: For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the loan equivalent to at least the Average Annual Debt Service on the loan during the first five years of the repayment period of the loan. This amount shall be deposited in a Reserve Account in the Loan Fund in approximately equal annual payments commencing within one year after the initiation of operation or the project completion date, whichever comes first.

"Reserve Account" means, for a loan that constitutes Revenue-Secured Debt, an account of that name created in the Loan Fund to secure the payment of the principal and interest on the loan. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (1) to make, in part or in full, the final repayment to ECOLOGY of the loan amount or, (2) if not so applied, for any other lawful purpose of the RECIPIENT once the Loan Amount, plus interest and any other amounts owing to ECOLOGY, have been paid in full.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the loan Fund and used to pay the principal of and interest on the loan. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

K. Maintenance and Operation of a Funded Utility: The RECIPIENT shall at all times maintain and keep a funded Utility in good repair, working order and condition and also shall at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

L. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the

RECIPIENT" to ECOLOGY before this agreement shall be signed. ECOLOGY will provide the form.

M. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

N. Litigation; Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

O. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the

state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

P. Sale or Disposition of Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the Utility or any real or personal property comprising a part of the Utility unless:

1. The facilities or property transferred are not material to the operation of the Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility or are no longer necessary, material, or useful to the operation of the Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.
The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

Q. Sewer-Use Ordinance or Resolution: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
2) Prohibit inflow of stormwater.
3) Require that new sewers and connections be properly designed and constructed.

R. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

S. User-Charge System: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required Loan Reserve Account, and to repay the loan.

WATER QUALITY COMBINED FINANCIAL ASSISTANCE TERMS AND CONDITIONS LAST UPDATED ON 10/04/2016

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.

c) If any archeological or historic resources are found while conducting work under this Agreement:

- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

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

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) 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.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.
b) Appeal request must be in writing and state the disputed issue(s).
c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
d) ECOLOGY reviews the RECIPIENT's appeal.
e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for each project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required the RECIPIENT shall:

- Use ECOLOGY's QAPP Template provided by the ECOLOGY Program.

- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The data must be successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: http://www.ecy.wa.gov/services/gis/data/standards/standards.htm. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will 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.

To the extent that the Constitution and laws of the State of Washington permit, each party will 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.

14. INDEPENDENT STATUS

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

15. KICKBACKS

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

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF 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) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

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

e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY 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.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. 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 intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY 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.

21. RECORDS, AUDITS, AND INSPECTIONS
RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.
All records shall:
a) Be kept in a manner which provides an audit trail for all expenditures.
b) Be kept in a common file to facilitate audits and inspections.
c) Clearly indicate total receipts and expenditures related to this Agreement.
d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.
ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.
All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY 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 (3) years following grant or loan termination or dispute resolution hereunder.
RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. 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.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, http://www.ecy.wa.gov/programs/swfa/epp.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date

mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY 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 ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience
ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.
If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY
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.

29. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or 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 ECOLOGY.

GENERAL TERMS AND CONDITIONS LAST UPDATED 12/27/2016

MEMORANDUM OF AGREEMENT: ESTABLISHING THE ENVIROSTARS REGIONAL GREEN BUSINESS PROGRAM

1.0 INTRODUCTION

This Memorandum of Agreement ("MOA") is made by and among various governmental entities and utilities (hereby referred to as "Members") in the King/Snohomish County Region. This MOA addresses the basic relationship, roles and responsibilities in developing and implementing the EnviroStars Regional Green Business Program. Members have varying degrees of involvement that include participating at an Advisory, Steering or Executive level and/or contributing staff time to the program.

1.1 Members

The following entities are Members under this MOA:

- City of Bellevue
- City of Kirkland, Public Works Department
- King County
- Local Hazardous Waste Management Program in King County ("LHWMP")
- Public Utility District No. 1 of Snohomish County (Washington ("Snohomish PUD)")
- Puget Sound Energy ("PSE")*
- City of Seattle, City Light Department ("SCL")
- City of Seattle, Office of Economic Development ("OED")
- City of Seattle, Office of Sustainability and the Environment ("OSE")
- City of Seattle, Seattle Public Utilities Department ("SPU")
- Snohomish County

*PSE as a private utility is included as a Member, with all rights and responsibilities under this MOA of a Member, except that it shall not have the right to vote on matters related to budgeting and expenditures.

1.2 Term of Agreement

This MOA is effective upon the last signature of the eleven (11) Members identified above, and will remain in effect unless and until terminated in accordance with the provisions of Section 5.3 below.

2.0 BACKGROUND

Dozens of environmental sustainability services are currently offered by municipalities and private organizations to businesses in the Puget Sound Region. These programs are aimed at reducing the environmental impacts of businesses and feature a wide range of topics, including but not limited to, waste reduction (including hazardous waste and toxic chemical reduction), energy and water conservation, stormwater pollution prevention, and greenhouse gas reduction. In Seattle alone, six different agencies offer more than 30 environmental services and rebate programs to businesses with very little coordinated outreach. Businesses

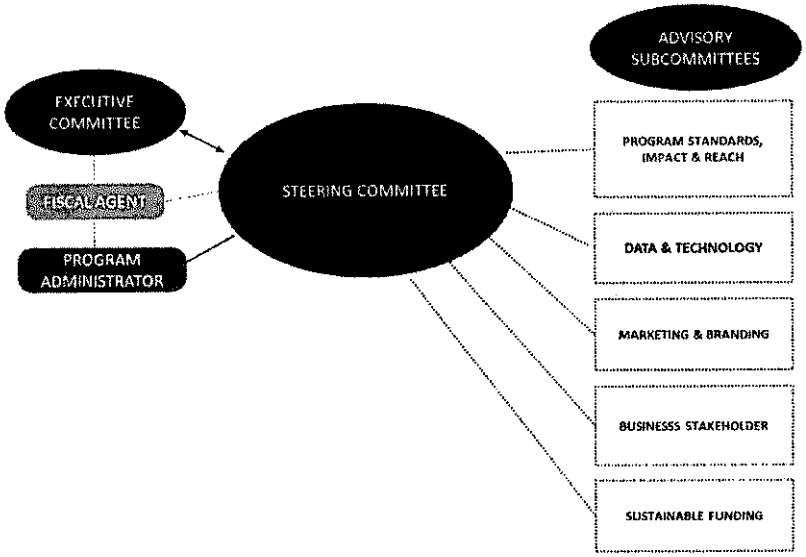
value these programs and services, but often do not know which agency to contact to get the services they need.

The City of Seattle's OED convened a series of meetings with a group of regional partners — City of Bellevue, City of Kirkland, OED, SPU, SCL, OSE, LHWMP/EnviroStars, King County , Puget Sound Energy, Snohomish PUD, and Snohomish County, in order to take a collaborative approach in exploring ways to make it easier for businesses to access environmental sustainability programs.

3.0 ROLES AND RESPONSIBILITIES OF THE PARTICIPATORY PARTNERS

The EnviroStars Regional Green Business Program will be governed by an Executive Committee and a Steering Committee. Members shall appoint individuals to represent that Member for either or both of these Committees. A third party contractor will provide administrative oversight, marketing, and website management and support of the governing committees ("Program Administrator"). For the first three years of this MOA, Seattle's OED will be the fiscal agent ("Fiscal Agent"). Figure 1 shows the governance model for the EnviroStars Regional Green Business Program. Note that the Advisory Subcommittees are listed for illustration only; particular Advisory Subcommittees will be created, and membership on the Subcommittees will be appointed, by the Steering Committee.

Figure 1: EnviroStars Regional Green Business Program Governance Model



The Executive and Steering Committees will attempt to make decisions by consensus so as to come to agreement and include the viewpoints and needs of all Members. However, in the instances where consensus cannot be reached, any Member of a Committee may invoke the right to call a vote, which will require the Members to take action on a dual-majority basis for approval. This shall consist of a 2/3 supermajority of votes for weighted votes cast as provided for in Sections 3.1 and 3.2, and a simple majority of votes based on the number of Members voting. Registering a vote at a meeting can be done in person, by phoning in to the meeting, or by sending a delegate/proxy to vote. A quorum must be present in order for a

vote to take place or for a decision by consensus to be made. A quorum is defined as the minimum number of Members necessary such that two-thirds of the total Member financial contribution is represented and a simple majority of the Members is represented.

3.1 Executive Committee

The Executive Committee is a small group that is a subset of the Members which focuses on strategic and policy issues. The Executive Committee will adopt rules and procedures for its operations, and those of the other Committees, or may delegate this authority to the other Committees for their own operation. Such rules and procedures must be consistent with the terms of this MOA. Details regarding the nature, scope and purpose of the Executive Committee are as follows:

- **Membership:** The Executive Committee will be comprised of a subset of the Members. Membership on the Executive Committee will be dependent upon the level of financial contribution, so that Members contributing higher levels of funding have higher levels of input on key management issues. To qualify for membership on the Executive Committee, a Member must commit to contributing an average of $15,000 a year for the first three years, and thereafter at least $15,000 for each year to be eligible to sit on the Executive Committee. Members contributing less than this will be aggregated into a "smaller contribution" caucus that will have one representative on the Executive Committee. The Executive Committee will have a maximum of eight Members, including the caucus. If there are more eligible Members than places on the Executive Committee, the places will be filled based on the seven highest financial contributors and the remaining Members will become part of the caucus, which will have one place on the Executive Committee.

- **Voting:** The Executive Committee will attempt to make decisions by consensus to come to agreement and include the viewpoints and needs of all Members. However, in the instances where consensus cannot be reached, any member of the Executive Committee may invoke the right to call a vote, which will require the Members to take action on a dual-majority basis for approval. The first majority must be a supermajority (2/3) vote, which will be weighted proportionally to financial contributions, including the "smaller contribution" caucus (i.e., the weight of each vote will be based on the percentage of the contribution to the Member-funded budget). Table 1 shows the weighting for the initial eleven Members, based on the contributions detailed in Table 3. For the "smaller contribution" caucus, while the caucus is represented by one Member, the actual votes of the caucus for supermajority weighted votes purposes will be counted at the individual Member level. The second majority required for approval of a matter is a simple majority of the Members voting at the meeting, subject to quorum requirement.

Table 1: Voting Details

Member (ranked by contribution)		3 Year Average Contribution	Relationship to Executive Committee	% of Member Funding	Weight of Vote
1	Seattle - SPU	$100,000	Individual Member	46%	0.46
2	Seattle - SCL	$25,000	Individual Member	12%	0.12
3	LHWMP	$20,000	Individual Member	9%	0.09
4	King County	$20,000	Individual Member	9%	0.09
5	Snohomish PUD	$15,000	Individual Member	7%	0.07
6	PSE	$15,000	Individual Member	7%	0.07
7	City of Bellevue	$5,000	Smaller Contribution Caucus	2%	0.02
8	City of Kirkland	$5,000		2%	0.02
9	Snohomish County	$5,000		2%	0.02
10	Seattle - OED	$5,000		2%	0.02
11	Seattle - OSE	$333		0%	0.002
Total		**$215,333**		**100%**	**1.00**

- **Decision Types:** The Executive Committee is responsible for decisions that are strategic and policy in nature. These decisions concern issues that are broad, system-wide and impact long-term strategy, budget, overall program structure, and future direction and growth.

- **Relationship to Steering Committee:** The Executive Committee gives direction to the Steering Committee. The Executive Committee will also rely heavily on information and research provided by the Steering Committee, (which in turn works with various Advisory Subcommittees and the Program Administrator.

- **Meeting Frequency:** The Executive Committee is expected to meet quarterly, or as needed.

3.2 Steering Committee

The Steering Committee consists of the eleven initial Members and any Members subsequently added, as provided for in Section 5.1. The Steering Committee makes tactical and administrative decisions and carries out, or directs, most of the workload. Details regarding the nature, scope and purpose of the Steering Committee are as follows:

- **Membership:** The Steering Committee will be comprised of at least one representative from each Member. Multiple representatives from each Member are allowed; however, only one representative from each Member will have the right to vote on behalf of that Member.

- **Voting:** The Steering Committee will attempt to make decisions by consensus to come to agreement and include the viewpoints and needs of all Members. However, in the instances where consensus cannot be reached, any Member may invoke the right to call a vote, which will require the Members to take action on a dual-majority basis for approval. The first majority must be a supermajority (2/3) vote, which will be weighted proportionally to financial contributions (i.e., the weight of each vote will be based on the percentage of the contribution to the Member-funded budget). The second majority required for approval of a matter is a simple majority of the Members voting at the meeting, subject to quorum requirements.

- **Decision Types:** The Steering Committee is responsible for decisions that are tactical or administrative in nature.

- **Relationship to Executive Committee**: The Steering Committee receives direction from the Executive Committee. The Steering Committee will also research issues of a strategic policy nature at the request of the Executive Committee.

- **Relationship to Program Administrator:** The Steering Committee will provide direct oversight of the Program Administrator.

- **Subcommittees:** The Steering Committee will create and manage Advisory Subcommittees tasked with managing or researching specific issues, as needed. Advisory Subcommittees can be long-term groups intended for ongoing work (e.g., marketing) or short-term groups created to research a specific topic. The particular subcommittees to be formed will be determined by the Steering Committee within the first three months after the MOA is fully executed. Membership on the subcommittees will come from the main Steering Committee, but may also include Member representatives that are not on the Steering Committee.

- **Chair:** The Steering Committee will be chaired by each Member on a one-year, rotating basis. The initial chair will be elected within the first three months after the MOA is fully executed. The rotation will be determined within the first six months after the MOA is fully executed, but may be revised if a new Member(s) joins or a Member cannot fill the chair role during its required year.

- **Meeting Frequency:** The Steering Committee is expected to meet monthly, or as needed.

3.3 Program Administrator

A Program Administrator will be hired to perform three functions: 1) program management and administration, 2) web platform development and support, and 3) marketing, engagement, and recognition. The Program Administrator will receive strategic direction

from the Executive Committee and tactical direction from the Steering Committee. The Program Administrator is not authorized to accept or reject new membership under this MOA, without unanimous approval of the then existing Steering Members. The Program Administrator is not authorized to distribute funds from any individual member program. The Program Administrator will be paid by the Fiscal Agent (Section 3.4) with pooled funds (Section 4.0). Compensation for the Program Administrator will be determined by the Executive Committee

The Program Administrator will be hired through a solicitation process, which will be conducted by City of Seattle's OED, and which will follow City of Seattle's contracting procedures, including Women and Minority Owned Businesses (WMBE) participation. The associated scope of work will be agreed to by the Executive Committee prior to contract signage.

The Program Administrator is authorized to sign the addendum referred to in Section 5.1 below upon authorization being granted by the Steering Committee, in accordance with the terms of Section 5.1.

3.4 Fiscal Agent

The City of Seattle's Office of Economic Development (OED) is the Fiscal Agent for the initial three (3) years of the MOA. Once this period is over, the next Fiscal Agent will be nominated and voted on by the Steering Committee with final approval of the Executive Committee. OED shall annually invoice and collect payments for the Member funds obligations set forth in Table 3 over the three (3) year period. The Fiscal Agent will invoice Members at the beginning of each 12 month period on their agreed amounts, 30 days prior to their payment due date or as requested by the Member and agreed to by the Executive Committee. Table 2 summarizes billing details for all Members. The Fiscal Agent is authorized to pay the Program Administrator as provided for in the Program Administrator contract. The Fiscal Agent is also authorized to accept funds from Members, grants, and gifts, all for purposes consistent with this MOA.

Table 2: Billing Details

Member	LHWMP, Snohomish PUD, City of Kirkland, City of Bellevue King County, PSE, Snohomish County,	SPU, OSE, SCL, OED
Payment Due	30 days after receiving invoice	30 days after receiving invoice
Payment Type	Invoice/check	Inter-fund payment/journal via Summit
Fund #	N/A	00100
Org	N/A	X6D21
Project	N/A	XDELRGBI
Activity#	N/A	RGBI
Address:	PO Box 94708, Seattle, WA 98124-4708	Mail Stop SMT-57-52
Attention:	Senior Finance Analyst, OED	Senior Finance Analyst, OED

4.0 FUNDING

This MOA establishes an EnviroStars Regional Green Business Pooled Fund account (hereinafter referred to as "Pooled Fund") to which funds will be deposited for the purpose of providing funding for uses identified in this MOA to include:

- Hiring of a Program Administrator to assist with program planning, implementation, and management;
- The procurement and customization of a website and customer relationship management (CRM) platform; and
- Joint marketing, advertising, and outreach.

Total annual contributions from the Members as well as grants to the Pooled Fund for the first three (3) years of this MOA are specified in Table 3. The funding requirements for Member fees for the first three (3) years reflect the benefits each Member anticipates achieving from the program. Those benefits are based on: 1) the relative size of the targeted business community, 2) how each Member plans to utilize the program, 3) and how quickly they can implement those plans. For example, some Members are poised to immediately and fully utilize the program (e.g., SPU). Members that are participating in a non-utility capacity (i.e., with funds from general fund budgets) may provide additional staff time to the program which in turn can result in a lower contribution amount.

The funding requirements for Member support in subsequent years may be modified based on some Members' ability to better utilize the program at that point. Changes to the Member funding requirements will be developed by the Steering Committee and will require final unanimous approval by the Executive Committee. For future years, Table 3 below will be replaced with a revised table reflecting funding obligations for each Member, and such revised table or tables will be attached to this MOA as an addendum.

Table 3: Pledged Pooled Support Funds for First Three Years

Funding Source	Year 1		Year 2		Year 3	
	Dollars	Labor FTE	Dollars	Labor FTE	Dollars	Labor FTE
Members						
City of Bellevue	$5,000	0.10	$5,000	0.10	$5,000	0.10
City of Kirkland, Public Works Department	$5,000	0.25	$5,000	0.25	$5,000	0.25
King County	$20,000	0.10	$20,000	0.10	$20,000	0.10
Local Hazardous Waste Management Program in King County	$10,000	0.50	$25,000	0.50	$25,000	0.50
Public Utility District No. 1 of Snohomish County	$15,000	tbd	$15,000	tbd	$15,000	tbd
Puget Sound Energy	$15,000	0.10	$15,000	0.10	$15,000	0.10
City of Seattle, City Light Department	$25,000	tbd	$25,000	tbd	$25,000	tbd
City of Seattle, Office of Economic Development	$5,000	0.25	$5,000	0.50	$5,000	0.50
City of Seattle, Office of Sustainability and the Environment	$1,000	0.10	$0	0.15	$0	0.15
City of Seattle, Seattle Public Utilities Department	$100,000	0.50	$100,000	0.50	$100,000	0.50
Snohomish County	$5,000	tbd	$5,000	tbd	$5,000	tbd
Subtotal – Members	$206,000	1.90	$220,000	2.20	$220,000	2.20
Grants						
Washington State Department of Ecology[1]	$85,000	n/a	$0	n/a	$0	n/a
US EPA National Environmental Information Exchange Network[2]	$100,000	n/a	$58,000	n/a	$0	n/a
Subtotal – Grants	$185,000	n/a	$58,000	n/a	$0	n/a
Total	$391,000		$278,000		$220,000	

1. This grant has been awarded for Year 1. Ecology is also interested in assisting with funding for Years 2 and 3, although no firm commitment beyond Year 1 has been made.
2. These dollars represent the portion of a grant awarded to the Western Sustainability and Pollution Prevention Network, which will be used to upgrade an existing web platform used by the California Green Business Network for use by the EnviroStars Regional Green Business Program.

Any surplus funds at the end of a 12-month period will be identified by the Fiscal Agent. The Steering Committee will present recommendations to the Executive Committee as to how these excess funds should be utilized. The Executive Committee shall make the final decision of use of excess funds.

The acquisition of real and personal property is not anticipated under this MOA. However, in the event that that occurs, it will be acquired by the Program Administrator or Steering

Committee under the direction of the Executive Committee and will be held by whatever Member or entity that the Executive Committee so authorizes.

5.0 AGREEMENTS

In order to foster the successful implementation of the terms of this MOA, Members agree to the following terms and conditions:

1) Each Member agrees to undertake activities under the terms of this MOA and to further the goals and purposes of this MOA, subject to the terms and conditions provided for herein. The Members agree to collaboratively work together and to resolve any disputes that may arise through good faith negotiations.

2) Members will sign and operate under a separate licensing agreement with King County. This Servicemark Licensing Agreement grants and conveys to each Member and the Program Administrator, collectively and individually a non-transferable license to use the EnviroStars brand and logo for the period of this MOA. A form of the Servicemark Licensing Agreement is attached to this MOA as Attachment A. The current EnviroStars brand and logo is a trademark registered with the State of Washington Secretary of State for a five year period, which ends in October 2017. King County intends to seek renewal of this trademark in 2017, so that its use will continue through the initial three year duration of this MOA and thereafter. In the unlikely event that the trademark is not renewed, the Members agree to collaboratively work with King County so that the purposes and goals of this MOA may continue.

3) Nothing in this MOA shall be construed to authorize or permit any violation of any Federal, State or local law, including but not limited to, any environmental law.

4) All Members acknowledge that participation in this MOA does not constitute an endorsement, express or implied, of (a) any policy advocated by any of the individual Members, or (b) any good or service offered by any individual Member..

5.1 Addition of a Member to this MOA

At any time after the effective date of this MOA, additional Members may join, subject to the terms of this section 5.1. The funding formula for additional Members will be a base fee of $5,000 plus an additional component that reflects their anticipated benefits. Those benefits will be based on: 1) the relative size of their targeted business community, 2) how they plan to utilize the program, and 3) how quickly they can implement those plans. For an entity to become a Member, it must be a government, a governmental agency, or a utility; must have unanimous approval of the then existing Members of the Steering Committee; and be subject to the terms and conditions of this MOA through signing an addendum to this MOA, which shall occur no later than sixty (60) days prior to the end of any given one year period. The

addition of a new Member through the execution of an addendum to this MOA shall not be deemed an amendment to this MOA.

5.2 Withdrawal of a Member from this MOA

Each Member, for its convenience and without cause or for any reason, may withdraw from participation in the MOA by providing written notice. Such Members may, upon written notice being provided to the Executive Committee a minimum of sixty (60) days prior to the due date for its payment of the annual invoice, withdraw from being a party to this MOA. If the Member withdraws from its participation under this MOA, pursuant to this Section, it shall be responsible for making payment in accordance with the terms of the MOA for work performed and accepted prior to the effective date of withdrawal.

In the event of withdrawal by a Member, this MOA shall terminate as to that Member but shall continue in effect with respect to the remaining Members. However, the withdrawal from participation under this MOA by a Member shall not affect any of the other Members' rights or obligations, or any rights or obligations of the withdrawing Member, that are expressly intended to survive termination. In the event of withdrawal of a member, the amount of weighted vote assigned to the remaining Members shall be recalculated.

In the event that a Member has its License to use the ServiceMark terminated under the terms of the ServiceMark Licensing Agreement (Attachment A), that Member shall no longer have the right under the terms of this MOA to use the ServiceMark for any purpose from the date of such termination and afterward, and the other Members may terminate the membership of such Member by the unanimous vote of the other Members. The termination of the membership of such Member shall be treated as a withdrawal by the Member, as provided for above.

5.3 Termination of this MOA

All Members must agree to terminate this MOA in order for such termination to be effective. The effective date of the termination will be determined by the Executive Committee, but must be no less than ninety (90) days after the date of the Executive Committee meeting during which the termination is agreed to. After the decision to terminate the MOA is made, the hired Program Administrator will be directed to close out work under the terms of this MOA. Each Member will receive its pro-rata share of remaining funds to the extent that those funds have not been paid to close out the work under this MOA.

To the extent that obligations for funding under this MOA require future appropriations beyond current appropriation authority, each of the Members' obligations are contingent upon the appropriation of sufficient funds by that Member's legislative authority, or other authorizing authority, for the specific purpose, to meet the financial obligations described herein in accordance with applicable law. If no such appropriation is made for such Member, this MOA will terminate as to that Member only, at the close of the appropriation year for which the last appropriation that funds the obligations of that Member was made.

5.4 Dispute Resolution Process

The Members, through their designated representatives to the Steering Committee per Section 3.2 of the MOA, shall use their best efforts to resolve any disputes pertaining to this MOA that may arise between the Members. If these designated representatives are unable to resolve a dispute, the matter shall be reviewed by the Executive Committee, which shall review and make their best attempt to resolve the dispute. The Members agree to exhaust each of these procedural steps before seeking to resolve the dispute through litigation. The venue for any such litigation shall be should be reflected by the parties involved; otherwise it will be King County Superior Court.

5.5 Severability

If any of the provisions contained in this MOA are held illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect. If any provision of this MOA shall be held invalid, such invalidity shall not affect the other provisions of this MOA which shall remain in effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purposes of this MOA. To this end, the provisions of this MOA are declared to be severable. Should the invalidated provision be necessary to accomplish the purpose of the MOA, the Members agree to negotiate a provision which will allow such purpose to be accomplished. If agreement cannot be reached on a replacement provision, the MOA will be deemed terminated as of the date required by the invalidation.

5.6 Hold Harmless and Indemnification

To the extent permitted by state law, including R.C.W. 35.32A.090, and for the limited purposes set forth in this MOA, each Member shall protect, defend, hold harmless and indemnify the other Members, their officers, elected officials, agents and employees, while acting within the scope of their duties as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Member's own negligent acts or omissions related to such Member's participation and obligations under this MOA. Each Member agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Member, by mutual negotiation, hereby waives, with respect to the other Members only, any immunity that would otherwise be available against such claims under the industrial insurance act provision of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to any Member exercising the right of termination pursuant to Section 5.3.

5.7 No Preclusion of Activities or Projects

Nothing herein shall preclude any Member from choosing or agreeing to fund or implement any work activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on the other Members.

5.8 Entirety of Complete Agreement

This MOA supersedes all prior negotiations, representations and agreements between the Members to the subject matter hereof and constitutes the entire agreement between the Members. This MOA may be amended only by written agreement of all the Members.

5.9 Counterparts

This MOA may be executed by facsimile or electronic mail in any number of current parts and signature pages hereof with the same effect as if all Members had all signed the same document. All executed current parts shall be construed together, and shall, together with the text of this MOA, constitute one and the same instrument.

5.10 No Third Party Beneficiary

This MOA and any activities authorized hereunder shall not be construed as granting any rights or privileges to any third person or entity.

6.0 INSURANCE

Each Member shall maintain in full force and effect throughout the term of this MOA, a minimum of One Million Dollars ($1,000,000) liability insurance for property damage and bodily injury. In satisfying the insurance requirements set forth in this section, the Member may self-insure against such risks in such amounts as are consistent with good practice or shall obtain a coverage agreement through a Risk Pool authorized by state statute, which shall provide liability coverage to the Member for the liabilities contractually assumed by the Member in this MOA. At the time of execution of this MOA, and prior to commencement of performance of any work, each member shall furnish any Member, upon request, with a Certificate of Insurance or its equivalent as evidence that policies providing insurance (or self-insurance) with such provisions, coverage's and limits are in full force and effect..

The Steering Committee or designee shall insure that the Program Administrator and all others performing any work under this agreement shall obtain insurance appropriate to the services being provided and in amounts sufficient to cover the risks posed by such work.

7.0 MAINTENACE OF RECORDS

The Fiscal Agent shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel from any Member, other personnel duly authorized by any Member, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this MOA will be retained for six (6) years after expiration of the MOA and two (2) additional years in the event any Member receives a public records request for said records. The Office of the State Auditor, federal auditors, and any persons duly authorized by the Members shall have full access and the right to examine any of these materials during this period.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records and other documents, in any medium, furnished by one Member to another Member, will remain the property of the furnishing Member, unless otherwise agreed. The receiving Member will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing Member and giving it a reasonable opportunity to respond. Each Member will utilize reasonable security procedures and protections to assure that records and documents provided by the other Member are not erroneously disclosed to third parties. However, the Members, except for Member PSE, acknowledge that they are subject to chapter 42.56 RCW, the Public Records Act and nothing in this MOA shall be interpreted as requiring a Member to take actions or fail to take actions in violation of any provisions of this Act.

The Members hereby agree to the foregoing MOA, as represented by the signatories listed on the following pages. This Memorandum of Agreement may be executed in counterparts.

All liability, claims, loss or damage arising out of this Agreement is at the sole risk of the Licensee. Licensee shall indemnify, defend and hold harmless the Licensor, its officials, employees, agents and assigns from and against any claim arising from Licensee's use of the Servicemark.

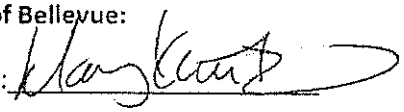
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives to be effective as of the last date set forth below.

For King County:

Signature: _____

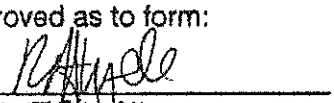
Name: Christie True
Title: Director, Department of Natural Resources & Parks
Date: _____

For City of Bellevue:

Signature: 

Name: Mary Kate Berens
Title: Deputy City Manager
Date: 10/26/2015

Approved as to form:

By: 
Deputy Assistant City Attorney

Date: 10/26/15

For the City of Kirkland, Public Works Department:	Signature and Date:
Kathy Brown, Director of Public Works Kathy Brown	8/27/15

For the Local Hazardous Waste Management Program in King County:	**Signature and Date:**
Lynda Ransley, Director of LHWMP	Lynda Ransley 3/18/15

For King County:	Signature:
Christie True, Director of Department of Natural Resources and Parks	
Harold Taniguchi, Director of Department of Transportation	

Interlocal No. 84254

For the Public Utility District No. 1 of Snohomish County:	Signature and Date:
Jim West Assistant General Manager Customer and Energy Services	Jim West 8/31/2015

REVIEWED BY:

DATE: 8/28/2015

For Puget Sound Energy:	Signature and Date:
Jason Teller, Vice President Customer Solutions	Aug 19/2015

For the City of Seattle, City Light Department:	**Signature and Date:**
Craig Smith, Director of Conservation	9/8/15

For the City of Seattle, Office of Economic Development:	Signature and Date:
Brian Surratt, Director	8/18/15

For the City of Seattle, Office of Sustainability and the Environment:	Signature and Date:
Jessica Finn Coven, Director	8/14/15

Stephanie Gowing
OED Regional Green Business Program ORD ATT 1 Version 2

For the City of Seattle, Seattle Public Utilities Department:	**Signature**
Ray Hoffman, Director	9/18/15

Stephanie Gowing
OED Regional Green Business Program ORD ATT 1 Version 2

For Snohomish County: STEPHEN CLIFTON for	Signature
John Lovick, Snohomish County Executive	9-8-2015

COUNCIL USE ONLY
Approved: 9.8.15
Docfile: D-1

ENVIROSTARS NEW MEMBER ADDENDUM

Kitsap County: New Member #1

THIS ADDENDUM is entered into on the last date of signature hereto, by and between the Program Administrator, as authorized under the terms of the EnviroStars Regional Green Business Memorandum of Agreement, dated October 26, 2015 (hereafter "EnviroStars MOA" or "MOA") on behalf of the EnviroStars MOA current Members, and Kitsap Public Health District and Kitsap County (Solid Waste), a political subdivision of the State of Washington. Kitsap Public Health District and Kitsap County Solid Waste are collectively known under this agreement as "Kitsap." This Addendum remains in effect until and unless modified by the EnviroStars MOA or subsequent addendum thereto.

While the EnviroStars MOA establishes an initial cooperative undertaking in the Puget Sound region, it is the vision and intention of the EnviroStars Members for the EnviroStars program to grow and become a statewide hub for businesses to learn how to green their practices, track progress, and get recognized for their achievements. The Washington Department of Ecology ("Ecology") through a grant, as well as the US Environmental Protection Agency, through a grant are helping to support this statewide expansion.

Purpose of the Addendum

In accordance with Section 5.1 of the MOA, it is the purpose of this Addendum to add Kitsap as a new Member to the existing MOA and through the addition of this new Member revise the pledged pooled support funding and the weight of votes in Table 1 of the MOA, since the votes are weighted proportionally to financial contributions.

In consideration of the benefits arising out of the covenants in the original EnviroStars MOA and other good and valuable consideration the sufficiency of which is hereby acknowledged, Kitsap County Solid Waste, Kitsap Public Health District and the Program Administrator agree to become a Member subject to terms of the MOA, except as to weighed voting rights and required contribution to funding, both of which are to be governed by this Addendum.

Duration

Pledged funding for Kitsap is for program year 2 (2017) and program year 3 (2018), which is added to pledged funds from original members in the MOA. Either a new addendum or a new Memorandum of Agreement is anticipated to be created and signed by all then existing Members for program year 4+ (2019+).

Funding (section 4.0 in MOA)

Member agencies pay an annual fee to participate in the EnviroStars program and access member benefits. The annual fee for new members includes: 1) a Base Fee, 2) a Migration Fee, 3) and a Business Impact Fee.

- The **Base Fee** is $5,000 per year.
- The **Migration Fee** is based on the number of business participants in Kitsap's existing agency programs that Kitsap would like to migrate to the new web platform.
- The **Business Impact Fee** is calculated based on the business employee population served by the agency and on the number of existing green business programs offered by the agency. The following program areas are used to calculate the business impact fee: 1) Solid Waste, 2) Energy, 3) Water, 4) Stormwater, 5) Wastewater/Septic, and 6) Hazardous Waste.

Kitsap's Base Fee has been covered by a grant from Ecology for the term of the initial MOA (through 2018).

Kitsap will not have a Migration Fee because the Local Hazardous Waste Management Program will conduct the migration process rather than with assistance from the Program Administrator.

For Kitsap's Business Impact Fee, three environmental programs will be promoted (Solid Waste, Stormwater, and Hazardous Waste) to businesses through their membership and in partnership with Ecology's Local Source Control Program. The business impact fee for Kitsap is $4,235, as shown in the table below.

Table 1: Summary of programs covered, business impact fees and paying agency per year for 2017 and 2018 for Kitsap.

Program Area	Program Area "Value"	Business Employment Population	Business Employment Factor	Business Impact Fee	Paying Agency
Solid Waste	1	56,300[1]	$0.0315	$1,773	Kitsap County- Solid Waste
Stormwater	0.5	56,300[1]	$0.0315	$887	Kitsap Public Health District
Hazardous Waste	1	50,000[2]	$0.0315	$1,575	Kitsap Public Health District

Total				**$4,235**	

1. The source is the Washington State Employment Security Department, per the county's request. The estimated number of government employees is 31,200 and has been subtracted from the 2015 total non-farm employment estimate of 87,500 for a new base employment count of 56,300. This number is used for the solid waste and stormwater programs because these programs target all businesses.
2. The estimated employment count for the hazardous waste program area is based on the estimated number of small quantity generators (SQGs) of hazardous waste (5,000) multiplied by the average number of employees at SQGs (10) for a total of 50,000.

Based on the information above, the annual business membership fee for Kitsap for 2017 and for 2018 is $4,235 ($0 base fee + $0 migration fee + $4,235 for impact fees). That cost will be shared by Kitsap County Solid Waste and Kitsap Public Health District and invoiced by the fiscal agent separately. Invoices will be $1,773 for solid waste (Kitsap County) and $2,462 for hazardous waste and stormwater (Kitsap Public Health District). Note that the membership fee (base fee, migration fee and business impact fee) for all Members for 2019 and beyond will be determined in 2018 and may be significantly different than the 2017 and 2018 fees.

Table 2 below reflects an update to the MOA voting details in *Section 3.0 Roles and Responsibilities.* Each paying member has a vote. Kitsap has been added to this table reflecting a change in vote weight.

Table 2: Updated Voting Details

Member (ranked by contribution)		**Joining year (signed MOA or Addendum)**	**3 year average**	**Relationship to Executive Committee**	**% of Member Funding**	**Weight of Vote**
1	Seattle-SPU	2015	$100,000	Individual Member	44%	0.4438
2	Seattle- SCL	2015	$25,000	Individual Member	11%	0.1109
3	LHWMP	2015	$20,000	Individual Member	9%	0.0888
4	King County	2015	$20,000	Individual Member	9%	0.0888
5	Snohomish PUD	2015	$15,000	Individual Member	7%	0.0666
6	PSE	2015	$15,000	Individual Member	7%	0.0666
8	City of Bellevue	2015	$5,000	Small Caucus	2%	0.0222
9	City of Kirkland	2015	$5,000		2%	0.0222
10	Snohomish County	2015	$5,000		2%	0.0222
11	Seattle-OED	2015	$5,000		2%	0.0222
12	**Kitsap Public Health District**	**2017**	**$2,462***		**1%**	**0.0109**
13	**Kitsap County**	**2017**	**$1,773***		**1%**	**0.0079**

14	Seattle-OSE	2015	$333		0%	0.0015
Total			**$225,329**		**$225,329**	**1.000**

*Average for 2 years

Roles and Responsibilities of the Participatory Partners (section 3.0 in MOA)

To qualify for membership on the **Executive Committee**, which makes decisions related to strategic program funding and policy issues, a Member must commit to a contributing average of $15,000 each year. Smaller contributions would be grouped in a smaller contribution voting caucus. Kitsap's annual membership fee is $4,235 for 2017 and for 2018. This serves as the bases for Kitsap's voting in the small caucus as provided for in Section 3 of the MOA.

Each paying Member will have a position on the Steering Committee which makes tactical and administrative decisions and carries out or directs most of the workload.

In addition to shared small caucus representation on the Executive Committee and a position on the Steering Committee, Kitsap entities will each participate in a choice of at least one of the following program Advisory Committees:

- Program Standards, Impact, and Reach
- Data and Technology
- Marketing and Branding
- Business Stakeholder
- Sustainable Funding and Membership

Below is a summary outlining the benefits available to Kitsap County and Kitsap Public Health District and businesses in their service area.

Kitsap County Solid Waste and Kitsap Public Health District Benefits:

- **Web Platform Access**: Administrative access to track business applications and requests for assistance.
- **Programs on Resource Look Up:** Promote the Member's programs and services (that are included in the Business Impact Fee). When businesses type in their address, the appropriate Members' services, rebates, education information, etc. will appear.
- **Aggregated Metrics:** Access aggregate metrics to quantify resource savings from businesses. translate business actions into estimated measurable results for Kitsap—gallons of water saved, tons of waste diverted from the landfill, kWh saved, and more.
- **Program/Agency Marketing**: Co-branding of agency name will be promoted through the web platform, social media sites, and at regional green business events.
- **Application Review (Limited):** Program Administrator will review certain level of business based on business impact fee. The remaining applications will need to be reviewed by the member.

Business Participants in Kitsap County and Public Health District service area

- **Profile/Checklist:** Businesses get tips on how to green their business through the green

action checklist. Three tiers of recognition are offered to welcome all sizes and sectors of businesses and encourage continuous improvement. Individual business participants will have access to reports summarizing the resource conservation savings and other positive impacts associated with green actions they take.

- **Marketing Toolkit:** the EnviroStars Toolkit—a window cling, a recognition certificate, and content such as sample social media posts.
- **Web Recognition:** Business participants who qualify in recognition tier will be included in the customer facing Green Business Directory, accessible via the web and app
- **Digital Marketing:** Regional digital advertising will feature specific businesses that reach the highest tier of recognition.

Updated Brand Guidelines (Section 5.0 in MOA)

Kitsap has received the EnviroStars Brand Guidelines and is required and agrees to sign and operate under a separate licensing agreement with King County, the form of which is attached to this Addendum as Attachment A. This licensing agreement must be signed by each Kitsap member and returned to King County for final execution by no later than ten (10) business days from the effective date of this Addendum.

The addition of a new Member through the execution of this Addendum to the original MOA is not under the terms of the MOA deemed to be, nor shall it constitute, an amendment to the MOA. The MOA provides that the Program Administrator is authorized to sign an addendum adding a new Member, provided that the Members of the Steering Committee unanimously approve such new membership. The Steering Committee unanimously approved Kitsap Public Health District and Kitsap County Solid Waste becoming a new Member on April 27, 2017.

WITNESS HEREOF, the parties hereto have caused this Addendum to be executed and to be effective on the date of the last signature hereto.

_____

Stephanie Thomas, Cascadia Consulting Group, Program Administrator for the EnviroStars (2016-2018)

Date _____

Pat Campbell, Solid Waste Program Manager, Kitsap County

Date _____

Keith Grellner, Administrator, *Kitsap Public Health District*

Date _____

ATTACHMENT A

SERVICEMARK LICENSE AGREEMENT

THIS AGREEMENT is made and entered into by and between _____County ("Licensee"), with its principal place of business at _____, and King County, acting through its Water and Land Resources Division ("Licensor"), with its principal place of business at 130 Nickerson St #100, Seattle, WA 98109.

WHEREAS, Licensor is committed to protecting environmental and public health by working towards a community that is free from hazardous contaminants and has created an environmental certification program; and

WHEREAS, Licensor is the owner of all right, title and interest in and to the Servicemark EnviroStars and the associated logo identified in Attachment A (the "Servicemark"); and

WHEREAS, Licensor is willing to grant Licensee the right to use the Servicemark solely in accordance with the terms and conditions set forth herein;

NOW THEREFORE, for and in consideration of the promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SCOPE OF LICENSE.

1.1 GRANT OF LICENSE. Subject to the terms and conditions set forth in this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable license to use the Servicemark in conjunction with EnviroStars services which shall, in part, promote Licensor's services, and may be jointly developed by Licensor and Licensee. Licensee may only use the Servicemark as a collective whole and shall not separately use any element or elements of the Servicemark.

1.2 RESERVATION OF RIGHTS. Licensor hereby reserves any and all rights not expressly and explicitly granted in this Agreement, including the Licensor's right to authorize or license use of the Servicemark or any other trademarks or names, to any third party for use in connection with any goods and services, including, but not limited to, EnviroStars services.

1.3 Licensee may not assign, transfer, or sublicense this license.

2. LICENSE FEE. For the rights granted to Licensee herein, Licensee shall not pay the Licensor a license fee at the time of the execution of this Agreement in consideration for the rights granted herein. However Licensor reserves the right to assess an appropriate license fee to off-set costs of usage and administration of the Servicemark and related program in the future. The Licensee will receive notice prior to assessment of any fee.

3. OWNERSHIP OF THE SERVICEMARK.

3.1 OWNERSHIP. Licensee hereby acknowledges that the Licensor is the owner of the Servicemark, and any servicemark applications and/or registrations thereto, agrees that it will do

nothing inconsistent with such ownership and agrees that all use of the Servicemark by Licensee shall inure to the benefit of the Licensor. Licensee agrees that nothing in this Agreement shall give Licensee any right, title or interest in the Servicemark other than the right to use the Servicemark in accordance with this Agreement. Licensee agrees not to register or attempt to register the Servicemark or the logo as a trademark, service mark, Internet domain name, trade name, or any similar trademarks or name, with any domestic or foreign governmental or quasi-governmental authority which would be likely to cause confusion with the Servicemark. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

4. USE OF THE MARK; PROTECTION OF THE MARK.

4.1 PROPER USE. Licensee agrees that all use of the Servicemark shall only occur in connection with the EnviroStars services and shall be in strict compliance with the terms of this Agreement. Licensee may use the Servicemark as set forth in Section 1.1 as well as in connection with the promotion of the EnviroStars services. Licensee agrees not to use any other trademark or service mark in combination with the Servicemark other than as described in Section 1.1. Licensee may not use the Servicemark in connection with, or for the benefit of, any third party's products or services. Licensee further agrees not to use the Servicemark on any products or services that are deemed by the Licensor, in its sole judgment, to be directly, explicitly or maliciously disparaging of the Licensor or its services or products, or products or services that are themselves unlawful or whose purpose is to encourage unlawful activities by others.

4.2 QUALITY STANDARDS. Licensee agrees to maintain a consistent level of quality of the EnviroStars services performed in connection with the Servicemark substantially equal to that found in Licensor's existing EnviroStars Logo Use Guidelines (Attachment B) and Web site services.

4.3 MONITORING BY THE Licensor. Licensee acknowledges that the Licensor has no further obligations under this Agreement other than the right to periodically monitor Licensee's use of the Servicemark in conjunction with the EnviroStars services. Upon request by the Licensor, Licensee shall provide Licensor with representative samples of each use prior to the time the Servicemark is first published on the Internet or to the public. Use of the Servicemark on goods or services other than the EnviroStars services or the promotion of the EnviroStars services, shall constitute material breach of this Agreement. If such material breach has not been cured within three (3) business days following receipt of notice from Licensor, this Agreement shall be terminated.

4.4 LEGEND; DISCLAIMER. Licensee shall include with any publication of the Servicemark a servicemark legend indicating that the Servicemark is that of the Licensor, used under license, and a disclaimer that the Licensor and not the Licensee has produced the EnviroStars services.

4.5 SERVICES. If Licensor reasonably determines that Licensee's services contains or presents any material that constitutes an infringement of the Licensor's trademark, Licensor may immediately terminate the license grant described in Section 1.1 if Licensee has not revised, removed or delinked to such material to Licensor's reasonable satisfaction within three (3)

business days of written notice from the Licensor. If the Licensor reasonably determines that the EnviroStars services contains or presents any material that could reasonably constitute a clear and unambiguous infringement of a third party's copyright, servicemark, trademark, patents or trade secrets, the Licensor and Licensee shall confer and mutually agree on a proper course of action.

5. TERMINATION

5.1 TERM AND TERMINATION. This Agreement and the term of the license granted herein shall be perpetual unless terminated. Licensor shall have the right to terminate this Agreement upon the occurrence of one or more of the following: (a) any material breach by Licensee of its obligations under this Agreement which remains uncured for more than three (3) business days following written notice of such breach from Licensor, or (b) use of the Servicemark by Licensee in a manner which is directly, explicitly or maliciously disparaging of its products and services and which remains uncured for three (3) business days following notice from the Licensor.

5.2 EFFECT OF TERMINATION. Upon termination of the Agreement, Licensee agrees it shall immediately cease any and all use of the Servicemark.

6. GENERAL

6.1 GOVERNING LAW. This Agreement shall be subject to and governed in all respects by the statutes and laws of the State of Washington without regard to the conflicts of laws principles thereof. The Superior Court of King County shall have exclusive jurisdiction and venue over all controversies in connection herewith, and each party hereby consents to such exclusive and personal jurisdiction and venue.

6.2 ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement and understanding between the parties and integrates all prior discussions between them related to its subject matter. No modification of any of the terms of this Agreement shall be valid unless in writing and signed by an authorized representative of each party.

6.3 NOTICES. All notices required or permitted hereunder shall be given in writing addressed to the respective parties as set forth below and shall either be (a) personally delivered; (b) transmitted by postage prepaid certified mail, return receipt requested; or (c) transmitted by nationally-recognized private express courier, and shall be deemed to have been given on the date of receipt if delivered personally, or three (3) days after deposit in mail or express courier. Either party may change its address for purposes hereof by written notice to the other in accordance with the provisions of this Subsection. The addresses for the parties are as follows:

Licensor: 130 Nickerson St #100, Seattle, WA 98109
Licensee:

6.4 WAIVER. Any waiver, either expressed or implied, by either party of any default by the other in the observance and performance of any of the conditions, covenants of duties set forth herein shall not constitute or be construed as a waiver of any subsequent or other default.

6.5 INDEPENDENT CONTRACTORS. The parties acknowledge and agree that they are dealing with each other hereunder as independent contractors. Nothing contained in the Agreement shall be interpreted as constituting either party the joint venture or partner of the other party or as conferring upon either party the power of authority to bind the other party in any transaction with third parties.

6.6 SURVIVAL. The provisions of Section 1.2 (Reservation of Rights), 3 (Ownership of the Servicemark), 4.4 (Legend; Disclaimer), 5.2 (Effect of Termination) and 6 (General) will survive any termination of this Agreement.

6.7 EQUITABLE RELIEF. Licensee recognizes and acknowledges that a breach by Licensee of this Agreement will cause the Licensor irreparable damage which cannot be readily remedied in monetary damages in an action at law, and may, in addition thereto, constitute an infringement of the Servicemark. In the event of any default or breach by Licensee that could result in irreparable harm to the Licensor or cause some loss or dilution of Licensor's goodwill, reputation, or rights in the Servicemark, the Licensor shall be entitled to immediate injunctive relief to prevent such irreparable harm, loss, or dilution in addition to any other remedies available.

6.8 SEVERABILITY. Except as otherwise set forth in this Agreement, the provisions of this Agreement are severable, and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law.

7.0 INDEMNIFICATION
All liability, claims, loss or damage arising out of this Agreement is at the sole risk of the Licensee. Licensee shall indemnify, defend and hold harmless the Licensor, its officials, employees, agents and assigns from and against any claim arising from Licensee's use of the Servicemark.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives to be effective as of the last date set forth below.

For _____ County:
Signature: _____

Name_____

Title_____

Date:_____

For King County:
Signature: _____

Name_____

Title_____

Date:_____

INTERLOCAL AGREEMENT
Agreement No. 20170474

between

OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
Old Capitol Building, P.O. Box 47200
Olympia, WA 98504-7200

and

KITSAP PUBLIC HEALTH DISTRICT
345 – 6th Street, Suite #300
Bremerton, WA 98337

Federal Identification #42-1689063
Unified Business Identifier #601-139-034

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

PURPOSE OF THIS AGREEMENT

This Agreement is necessary for the successful implementation and operation of health and sanitation evaluations of food service management companies (vendors), sponsor food preparation facilities, and feeding sites operating under the U.S. Department of Agriculture (USDA) Summer Food Service Program (SFSP) during the summer of 2017 as required by 7 CFR Part 225 as a condition to the allocation and expenditure of USDA SFSP funding.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

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

In accordance with the applicable local Health District rules and regulations, the Health District agrees to perform periodic health and sanitation evaluations, as determined by the Health District in said Health District’s jurisdiction. This shall include one (1) on-site preparation facilities, two (2) central kitchen facilities, and nine (9) feeding sites that serve meals that have been prepared elsewhere.

Entities participating in the Summer Food Service Program will contact the Health District if they intend to operate the program this year. OSPI will provide the Health District with a list of approved sponsors no later than June 19, 2017. The Health District shall contact the sponsor(s) for feeding site and preparation locations prior to inspection. OSPI will report to the Health District any health-related problems discovered on routine visits conducted by site monitors for

Health District follow-up, if necessary. The Health District shall submit copies of the inspection(s) to both the sponsor and OSPI along with the invoice to OSPI by September 30, 2017.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on June 1, 2017, or date of execution, whichever is later, and be completed on September 30, 2017, unless terminated sooner as provided herein.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The parties have determined that the cost of accomplishing the work herein will not exceed a total of one thousand, three hundred eight dollars ($1,308). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based on the following rates:

- One (1) on-site preparation facilities at a rate of one hundred nine dollars ($109) per inspection/evaluation.
- Two (2) central kitchen facilities at a rate of one hundred nine dollars ($109) per inspection/evaluation.
- Nine (9) feeding sites that serve meals that have been prepared elsewhere at a rate of one hundred nine dollars ($109) per inspection/evaluation.

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

BILLING PROCEDURE

The Health District shall submit invoices to the Superintendent's designee, Donna Parsons, no later than September 30, 2017, for those inspections/evaluations actually performed for the SFSP. Invoices received after September 30, 2017 WILL NOT BE PAID. The invoice(s) shall include the Agreement number and document to the Contract Manager's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) calendar days of the Contract Manager receiving and approving the invoice, payment will be mailed or electronically transferred to the Health District by Agency Financial Services, OSPI. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within thirty (30) days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

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

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

CONTRACT MANAGEMENT

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

OSPI	**Kitsap Public Health District**
Donna Parsons Director, Child Nutrition Services Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200 Phone: (360) 725-6200 Fax: (360) 664-9397 Email: donna.parsons@k12.wa.us	James Zimny Contract Manager 345 – 6th Street, Suite #300 Bremerton, WA 98337 Phone: (360) 728-2300 Fax: (360) 475-9351 Email: jim.zimny@kitsappublichealth.org

CREATIVE COMMONS ATTRIBUTION LICENSE

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

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

DISPUTES

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

GOVERNANCE

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

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

- Applicable state and federal statutes and rules
- Statement of work
- Any other provisions of the Agreement, including materials incorporated by reference

INDEPENDENT CAPACITY

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

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each

party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RESPONSIBILITIES OF THE PARTIES

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

RIGHTS IN DATA

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

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION

Either party may terminate this Agreement upon thirty (30) calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION DUE TO FUNDING LIMITATIONS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, OSPI may, without advance notice and without liability for damages, terminate this Agreement by providing written notice to Health District. The termination shall be effective on the date specified in the termination notice.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION PROCEDURE

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

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

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

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

a. Stop work under this Agreement on the date and to the extent specified, in the notice;

b. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;

c. Assign to OSPI, in the manner, at the times, and to the extent directed by OSPI, all rights, title, and interest of Health District under the orders and subcontracts in which case OSPI has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of OSPI to the extent OSPI may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to OSPI and deliver, in the manner, at the times and to the extent as directed by OSPI, any property which, if the Agreement had been completed, would have been required to be furnished to OSPI;

f. Complete performance of such part of the work not terminated by OSPI; and

g. Take such action as may be necessary, or as OSPI may direct, for the protection and preservation of the property related to this Agreement which, in is in the possession of Health District and in which OSPI has or may acquire an interest.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

Kitsap Public Health District	Superintendent of Public Instruction State of Washington
Signature Title	Kyla L. Moore, Assistant Contracts Administrator
Print Name Date	Date
Who certifies that he/she is the Contractor identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement	Approved as to FORM ONLY by the Assistant Attorney General

New or Renewed Contracts for the Period of 04/01/2017 through 04/30/2017

KPHD Contract ID	KPHD Program	Contract Type	Contract Length	KPHB Approved	Contract Amount	Signed Date	Start Date	End Date	Client Contract ID
Active (3 contracts)									
Puget Sound Restoration Fund									
ID: 1650	Clinical Services, Kerry Dobbelaere	MOU/MOA	Closed		$10,000.00	04/10/17	01/01/17	12/31/17	
Description: Contractor to focus education and outreach activities on Olympia oyster restoration and seeding in Dyes Inlet. Engage 25 Dyes Inlet property owners and Bremerton Yacht Club, spread Olympia oysters on private tidelands, provide a hatchery tour.									
Salvation Army									
ID: 1562	Community Health, Katie Eilers	Agreement	Closed		$30,000.00	04/11/17	07/01/16	12/31/17	
Description: The District requires the Contractor to provide the services of a trained security guard in support of the crisis response team performing work related to Kitsap connects grant project in the Salvation Army service center.									
Stericycle									
ID: 1680	Clinical Services, Kerry Dobbelaere	Amendment	Closed		$7,740.00	04/27/17	04/01/16	03/31/21	SRCL-01083712
Description: Hazardous Drug Disposal Service. Amendment 2 upgrades size of containers for pickup at no additional expense in order to prevent the District from incurring overweight container fees.									

Kitsap Public Health Board Meeting
Date: June 6, 2017

CONSENT AGENDA ITEM: Warrant and EFT Registers

Approvals:

	Signature	Date
Administrator		5/30/2017
Finance Manager	Denise Turner	6/1/2017

Recommended Motion: Approval

Items:

Type	Warrant/Electronic Fund Transfer Date	Beginning Warrant Number	Ending Warrant Number	Total Amount
Accounts Payable	**4/24/2017**	3723938	3723955	$19,637.43
Accounts Payable	**4/24/2017**	3723640	-	$126.43
Accounts Payable	4/25/2017	DD58410	DD58425	$7,207.92
Accounts Payable	**4/17/2017**	3723275	3723291	$9,497.39
Accounts Payable	4/18/2017	DD58010	DD58023	$6,753.49
Accounts Payable	**4/10/2017**	3691642	3691662	$48,892.33
Accounts Payable	4/11/2017	DD57748	DD57759	$8,722.95
Accounts Payable	**4/5/2017**	3691263	-	$5,140.87
Accounts Payable	**4/3/2017**	3691134	3691151	$49,141.97
Accounts Payable	4/4/2017	DD57463	DD57472	$7,082.10
Accounts Payable Total				**$162,202.88**
Payroll Benefits	4/30/2017	3724090	3724111	$119,349.65
Payroll Benefits	4/30/2017	DD58479	DD58479	$10,615.16
Payroll Benefits Total				**$129,964.81**
Payroll	4/30/2017	N/A	N/A	$4,429.34
Payroll	4/30/2017	N/A	N/A	$386,915.08
Payroll Total				**$391,344.42**
			Grand Total	**$683,512.11**

Kitsap Public Health Board Action:

- ☐ Approve
- ☐ Deny
- ☐ Table / Continue

	Signature	Date
Kitsap Public Health Board Chair		

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
00969 95969 Kitsap Public Health Di	413731	CLALLAM CO DEPT OF HEALTH		1423949	001	3723938	PK	04/24/17	200.00
Warrant 3723938 total									200.00
	366503	CYTOCHECK LABORATORY, LLC		1423951	001	3723939	PK	04/24/17	375.60
Warrant 3723939 total									375.60
	403344	DUNGENESS VALLEY HEALTH		1423952	001	3723940	PK	04/24/17	717.50
Warrant 3723940 total									717.50
	352407	EISENBERG UPHOLSTERY		1424102	001	3723941	PK	04/24/17	218.00
Warrant 3723941 total									218.00
	339396	GIUNTOLI, PAUL		1423917	001	3723942	PK	04/24/17	141.24
Warrant 3723942 total									141.24
	10943	HANSSEN-KELLER, JOHANNA		1424408	001	3723943	PK	04/24/17	97.00
Warrant 3723943 total									97.00
	402886	IRON MOUNTAIN PO BOX 271		1423954	001	3723944	PK	04/24/17	276.84
Warrant 3723944 total									276.84
	368947	MAILFINANCE INC		1424375	001	3723945	PK	04/24/17	111.05
Warrant 3723945 total									111.05
	393428	OXFORD DIAGNOSTIC LABORAT		1423957	001	3723946	PK	04/24/17	167.91
Warrant 3723946 total									167.91

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
	279396	POINT DEFIANCE AIDS PROJE		1423959	001	3723947	PK	04/24/17	134.51
Warrant 3723947 total									134.51
	405626	PREFERRED BUSINESS SOLUTI		1423958	001	3723948	PK	04/24/17	1,474.96
Warrant 3723948 total									1,474.96
	364774	STAPLES ADVANTAGE -(DEPT		1423963	001	3723949	PK	04/24/17	896.22
	364774	STAPLES ADVANTAGE -(DEPT		1424076	001	3723949	PK	04/24/17	40.57
Warrant 3723949 total									936.79
	249055	STATE OF WA HEALTH CARE A		1423953	001	3723950	PK	04/24/17	2,576.67
Warrant 3723950 total									2,576.67
	407679	THE PEOPLE'S HARM REDUCTI		1423961	001	3723951	PK	04/24/17	7,077.77
Warrant 3723951 total									7,077.77
	11575	UNIVERSITY OF WASHINGTON		1423984	001	3723952	PK	04/24/17	4,520.23
Warrant 3723952 total									4,520.23
	10999	WA STATE DEPT OF HEALTH		1423965	001	3723953	PK	04/24/17	200.00
Warrant 3723953 total									200.00
	11105	WACE		1423964	001	3723954	PK	04/24/17	75.00
Warrant 3723954 total									75.00
	409902	YELLOW CAB CO OF KITSAP C		1423966	001	3723955	PK	04/24/17	336.36

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Warrant 3723955 total									336.36
Department 95969 total									19,637.43

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
00969 95969									
Kitsap Public Health Di	414195	ROARKE, KANEESHA E.		1423924	001	3723640	PK	04/25/17	126.43
Warrant 3723640 total									126.43
Department 95969 total									126.43

Department 95969

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Department 95969									
00969 95969									
Kitsap Public Health Di	404723	BIERMAN, DANA		1423913	001	58410	PT	04/25/17	280.28
Warrant 58410 total									280.28
	400843	CIULLA, LAURA M.		1423914	001	58411	PT	04/25/17	44.94
Warrant 58411 total									44.94
	395814	EILERS, KATHARINE		1424386	001	58412	PT	04/25/17	438.59
Warrant 58412 total									438.59
	344819	FISK, APRIL		1423915	001	58413	PT	04/25/17	226.14
Warrant 58413 total									226.14
	357498	FONG, YOLANDA		1423916	001	58414	PT	04/25/17	496.20
Warrant 58414 total									496.20
	402325	GONZALEZ, ANNA K.		1423918	001	58415	PT	04/25/17	230.25
Warrant 58415 total									230.25
	405833	HILLIARD, MARGARET I		1423921	001	58416	PT	04/25/17	53.48
Warrant 58416 total									53.48
	11553	KITSAP COMMUNITY RESOURCE		1423955	001	58417	PT	04/25/17	3,992.14
Warrant 58417 total									3,992.14
	11553	KITSAP COMMUNITY RESOURCE		1423956	001	58418	PT	04/25/17	50.00

Department 95969

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Warrant 58418 total									50.00
	398573	MCKAY BEVERS, KAREN L.		1423919	001	58419	PT	04/25/17	51.95
Warrant 58419 total									51.95
	405919	O'GRADY, ROBIN B		1423920	001	58420	PT	04/25/17	51.31
Warrant 58420 total									51.31
	10979	QUAYLE, TIM		1423922	001	58421	PT	04/25/17	117.70
Warrant 58421 total									117.70
	212302	RIDGE, BETTI		1423923	001	58422	PT	04/25/17	262.89
Warrant 58422 total									262.89
	410695	STEDMAN, KELSEY E.		1423925	001	58423	PT	04/25/17	233.23
Warrant 58423 total									233.23
	24869	STERICYCLE INC (PO BOX 6		1423962	001	58424	PT	04/25/17	484.61
Warrant 58424 total									484.61
	397370	WENDT, JAN E.		1423926	001	58425	PT	04/25/17	194.21
Warrant 58425 total									194.21
Department 95969 total									7,207.92

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
00969 95969 Kitsap Public Health Di	188847	ADMINISTRATIVE OFFICE OF		1423104	001	3723275	PK	04/17/17	6.44
Warrant 3723275 total									6.44
	327621	COMCAST		1423245	001	3723276	PK	04/17/17	845.28
Warrant 3723276 total									845.28
00959	412631	COMCAST		1423305	001	3723277	PK	04/17/17	597.50
Warrant 3723277 total									597.50
00969	23440	DEPARTMENT OF LICENSING		1423425	001	3723278	PK	04/17/17	39.00
Warrant 3723278 total									39.00
	237399	DEPT OF LABOR & INDUSTRIE		1423123	001	3723279	PK	04/17/17	9.85
Warrant 3723279 total									9.85
	280934	DREW, MICHAEL		1423058	001	3723280	PK	04/17/17	293.72
Warrant 3723280 total									293.72
	10943	HANSSEN-KELLER, JOHANNA		1423059	001	3723281	PK	04/17/17	144.00
Warrant 3723281 total									144.00
	411738	HEALTH SUPPORT TEAM LLC		1423130	001	3723282	PK	04/17/17	900.00
Warrant 3723282 total									900.00
	290308	IBM CORPORATION		1423101	001	3723283	PK	04/17/17	4,172.74
Warrant 3723283 total									4,172.74

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
	10699	KITSAP COUNTY INFORMATION		1423102	001	3723284	PK	04/17/17	944.47
Warrant 3723284 total									944.47
	14532	LOOMIS - PALATINE		1423103	001	3723285	PK	04/17/17	400.00
Warrant 3723285 total									400.00
	217750	NICOLAISEN, NIELS		1423091	001	3723286	PK	04/17/17	115.03
Warrant 3723286 total									115.03
	222931	OFFICE DEPOT INC (PO BOX		1423105	001	3723287	PK	04/17/17	341.53
Warrant 3723287 total									341.53
	279396	POINT DEFIANCE AIDS PROJE		1423106	001	3723288	PK	04/17/17	414.96
Warrant 3723288 total									414.96
	364774	STAPLES ADVANTAGE -(DEPT		1423154	001	3723289	PK	04/17/17	72.93
Warrant 3723289 total									72.93
	393230	WALTHER, SUSAN B.		1423098	001	3723290	PK	04/17/17	99.94
Warrant 3723290 total									99.94
	277244	WSEHA		1423108	001	3723291	PK	04/17/17	100.00
Warrant 3723291 total									100.00
Department 95969 total									9,497.39

Department 95969

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Department 95969									
00969 95969 Kitsap Public Health Di	281133	ACOSTA, NANCY		1423056	001	58010	PT	04/18/17	117.17
Warrant 58010 total									117.17
	413333	ADER, SAM A		1423384	001	58011	PT	04/18/17	423.19
Warrant 58011 total									423.19
	389023	AIRGAS USA, LLC		1423246	001	58012	PT	04/18/17	82.39
Warrant 58012 total									82.39
	226171	BROWN, STEVEN		1423057	001	58013	PT	04/18/17	347.76
Warrant 58013 total									347.76
	20963	CULTURALLY SPEAKING LLC		1423099	001	58014	PT	04/18/17	1,347.50
Warrant 58014 total									1,347.50
	391025	ENTERPRISE FM TRUST		1423100	001	58015	PT	04/18/17	771.80
Warrant 58015 total									771.80
	393436	KATULA, DAYNA		1423060	001	58016	PT	04/18/17	512.01
Warrant 58016 total									512.01
	362864	KELLOGG, TRACEY		1423061	001	58017	PT	04/18/17	94.02
Warrant 58017 total									94.02
	388624	MAZUR, KARINA M		1423090	001	58018	PT	04/18/17	224.82

Department 95969

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Warrant 58018 total									224.82
	405627	NUNO, CRYSTAL M		1423092	001	58019	PT	04/18/17	85.21
Warrant 58019 total									85.21
	388608	PHILLIPS, LYNN J.		1423093	001	58020	PT	04/18/17	157.83
Warrant 58020 total									157.83
	404729	RORK, IAN M.		1423097	001	58021	PT	04/18/17	139.69
Warrant 58021 total									139.69
	397857	SPECTRA LABORATORIES - KI		1423107	001	58022	PT	04/18/17	1,852.60
Warrant 58022 total									1,852.60
	244803	WEX BANK		1423109	001	58023	PT	04/18/17	597.50
Warrant 58023 total									597.50
Department 95969 total									6,753.49

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
00969 95969 Kitsap Public Health Di	369036	AMERIGROUP ONE TIME PAYMENT		1422090	001	3691642	PK	04/10/17	76.64
Warrant 3691642 total									76.64
	369036	BAILEY, CAROL ONE TIME PAYMENT		1422091	001	3691643	PK	04/10/17	170.00
Warrant 3691643 total									170.00
	323752	BREMERTON GOVERNMENT CENT		1422117	001	3691644	PK	04/10/17	26,642.75
Warrant 3691644 total									26,642.75
	375310	CONTROL SOLUTIONS, INC (O		1422120	001	3691645	PK	04/10/17	107.62
Warrant 3691645 total									107.62
	369036	DAR KASHI, INC ONE TIME PAYMENT		1422093	001	3691646	PK	04/10/17	335.50
Warrant 3691646 total									335.50
	339396	GIUNTOLI, PAUL		1422069	001	3691647	PK	04/10/17	8.00
Warrant 3691647 total									8.00
	369036	GONZALEZ, BETSY ONE TIME PAYMENT		1422094	001	3691648	PK	04/10/17	30.00
Warrant 3691648 total									30.00
	369036	GONZALEZ, JULIO ONE TIME PAYMENT		1422095	001	3691649	PK	04/10/17	9.60
Warrant 3691649 total									9.60
	398013	HEALTHCO INFORMATION SYST		1422096	001	3691650	PK	04/10/17	922.32
	398013	HEALTHCO INFORMATION SYST		1422096	002	3691650	PK	04/10/17	872.31

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Warrant 3691650 total									1,794.63
	12367	KING COUNTY FINANCE: ACCT		1422109	001	3691651	PK	04/10/17	670.00
Warrant 3691651 total									670.00
	404370	KITSAP SUN (ADVERTISING)		1422102	001	3691652	PK	04/10/17	12.49
Warrant 3691652 total									12.49
	231611	MICROSOFT SERVICES		1422104	001	3691653	PK	04/10/17	2,661.65
Warrant 3691653 total									2,661.65
	401903	MINUTEMAN PRESS		1422103	001	3691654	PK	04/10/17	412.35
Warrant 3691654 total									412.35
	325212	MORGAN, NEWTON		1422076	001	3691655	PK	04/10/17	40.66
Warrant 3691655 total									40.66
	414197	NEW WEST TECHNOLOGIES		1422105	001	3691656	PK	04/10/17	163.05
Warrant 3691656 total									163.05
	174635	PORT GAMBLE S'KLALLAM TRI		1422106	001	3691657	PK	04/10/17	330.18
Warrant 3691657 total									330.18
	264230	SANOFI PASTEUR, INC.		1422108	001	3691658	PK	04/10/17	466.83
Warrant 3691658 total									466.83
	369036	TRADE STORE, THE ONE TIME PAYMENT		1422111	001	3691659	PK	04/10/17	95.95

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Warrant 3691659 total									95.95
	327504	US BANK (JUNIOR DISTS ONL		1422297	001	3691662	PK	04/10/17	267.17
	327504	US BANK (JUNIOR DISTS ONL		1422304	001	3691662	PK	04/10/17	201.03
	327504	US BANK (JUNIOR DISTS ONL		1422304	002	3691662	PK	04/10/17	1,067.27
	327504	US BANK (JUNIOR DISTS ONL		1422323	001	3691662	PK	04/10/17	14.74
	327504	US BANK (JUNIOR DISTS ONL		1422323	002	3691662	PK	04/10/17	751.03
	327504	US BANK (JUNIOR DISTS ONL		1422324	001	3691662	PK	04/10/17	1,999.60
	327504	US BANK (JUNIOR DISTS ONL		1422325	001	3691662	PK	04/10/17	718.76
	327504	US BANK (JUNIOR DISTS ONL		1422411	001	3691662	PK	04/10/17	97.44
	327504	US BANK (JUNIOR DISTS ONL		1422411	002	3691662	PK	04/10/17	405.66
	327504	US BANK (JUNIOR DISTS ONL		1422414	001	3691662	PK	04/10/17	21.34
	327504	US BANK (JUNIOR DISTS ONL		1422414	002	3691662	PK	04/10/17	184.47-
	327504	US BANK (JUNIOR DISTS ONL		1422418	001	3691662	PK	04/10/17	65.55
	327504	US BANK (JUNIOR DISTS ONL		1422418	002	3691662	PK	04/10/17	659.78
	327504	US BANK (JUNIOR DISTS ONL		1422421	001	3691662	PK	04/10/17	43.45
	327504	US BANK (JUNIOR DISTS ONL		1422727	001	3691662	PK	04/10/17	42.58
	327504	US BANK (JUNIOR DISTS ONL		1422727	002	3691662	PK	04/10/17	900.26
	327504	US BANK (JUNIOR DISTS ONL		1422729	001	3691662	PK	04/10/17	52.97
	327504	US BANK (JUNIOR DISTS ONL		1422729	002	3691662	PK	04/10/17	1,017.66
	327504	US BANK (JUNIOR DISTS ONL		1422732	001	3691662	PK	04/10/17	213.55
	327504	US BANK (JUNIOR DISTS ONL		1422732	002	3691662	PK	04/10/17	879.76
	327504	US BANK (JUNIOR DISTS ONL		1422736	001	3691662	PK	04/10/17	214.15
	327504	US BANK (JUNIOR DISTS ONL		1422736	002	3691662	PK	04/10/17	762.79
	327504	US BANK (JUNIOR DISTS ONL		1422740	001	3691662	PK	04/10/17	273.30
	327504	US BANK (JUNIOR DISTS ONL		1422740	002	3691662	PK	04/10/17	611.70
	327504	US BANK (JUNIOR DISTS ONL		1422741	001	3691662	PK	04/10/17	3,531.27

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
	327504	US BANK (JUNIOR DISTS ONL		1422825	001	3691662	PK	04/10/17	236.09
Warrant 3691662 total									14,864.43
Department 95969 total									48,892.33

Department 95969

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Department 95969									
00969 95969									
Kitsap Public Health Di	7661	BLUE SKY PRINTING		1422092	001	57748	PT	04/11/17	264.21
Warrant 57748 total									264.21
	10922	BOYSEN-KNAPP, KAREN		1422062	001	57749	PT	04/11/17	77.32
Warrant 57749 total									77.32
	341969	EVANS, KELLY		1422067	001	57750	PT	04/11/17	52.63
Warrant 57750 total									52.63
	402325	GONZALEZ, ANNA K.		1422072	001	57751	PT	04/11/17	183.32
Warrant 57751 total									183.32
	10940	GRELLNER, KEITH		1422073	001	57752	PT	04/11/17	246.75
Warrant 57752 total									246.75
	200487	JEFFERSON COUNTY HEALTH/H		1422098	001	57753	PT	04/11/17	2,480.02
Warrant 57753 total									2,480.02
	200487	JEFFERSON COUNTY HEALTH/H		1422100	001	57754	PT	04/11/17	4,133.10
Warrant 57754 total									4,133.10
	359597	JONES, KIMBERLY D.		1422074	001	57755	PT	04/11/17	254.13
Warrant 57755 total									254.13
	285101	LYTLE, ROSS		1422075	001	57756	PT	04/11/17	108.41

Department 95969

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Warrant 57756 total									108.41
	10979	QUAYLE, TIM		1422079	001	57757	PT	04/11/17	142.85
Warrant 57757 total									142.85
	404859	SOFTWAREONE INC.		1422110	001	57758	PT	04/11/17	131.41
Warrant 57758 total									131.41
	401074	TURNER, SUSAN MD.		1422084	001	57759	PT	04/11/17	648.80
Warrant 57759 total									648.80
Department 95969 total									8,722.95

WARRANTS BY DEPARTMENT
A/P USE THIS REPORT FOR SORTING
WARRANTS & GIVE TO IND DEPARTMT

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
00969 95969 Kitsap Public Health Di	397272	COLLINS COMPUTING, INC.		1422060	001	3691263	PK	04/05/17	5,140.87
Warrant 3691263 total									5,140.87
Department 95969 total									5,140.87

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
00969 95969 Kitsap Public Health Di	402890	AMERICAN PAYROLL ASSOCIAT		1421202	001	3691134	PK	04/03/17	254.00
Warrant 3691134 total									254.00
	224151	CENTURYLINK (PO BOX 91155		1421036	001	3691135	PK	04/03/17	119.90
	224151	CENTURYLINK (PO BOX 91155		1421502	001	3691135	PK	04/03/17	534.62
Warrant 3691135 total									654.52
	327621	COMCAST		1421508	001	3691136	PK	04/03/17	122.01
Warrant 3691136 total									122.01
	17992	DELL MARKETING L.P. (CHIC		1421038	001	3691137	PK	04/03/17	1,084.83
Warrant 3691137 total									1,084.83
	200490	DEPARTMENT OF RETIREMENT		1421511	001	3691138	PK	04/03/17	42.99
Warrant 3691138 total									42.99
	369036	ONE TIME PAYMENT		1421039	001	3691139	PK	04/03/17	499.00
Warrant 3691139 total									499.00
	16054	KITSAP COUNTY DEPT OF ADM		1421040	001	3691140	PK	04/03/17	25,938.00
Warrant 3691140 total									25,938.00
	222931	OFFICE DEPOT INC (PO BOX		1421041	001	3691141	PK	04/03/17	156.73
Warrant 3691141 total									156.73
	279396	POINT DEFIANCE AIDS PROJE		1421045	001	3691142	PK	04/03/17	8,011.19

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Warrant 3691142 total									8,011.19
	379778	PRINT NW		1421042	001	3691143	PK	04/03/17	939.06
	379778	PRINT NW		1421043	001	3691143	PK	04/03/17	196.90
Warrant 3691143 total									1,135.96
	414193	SAELENS, BRIAN E., PHD		1421046	001	3691144	PK	04/03/17	1,000.00
Warrant 3691144 total									1,000.00
	403797	SHRED-IT USA 23166 NETWO		1421047	001	3691145	PK	04/03/17	108.55
Warrant 3691145 total									108.55
	388620	SMITH MEDICAL PARTNERS		1421048	001	3691146	PK	04/03/17	13.71
Warrant 3691146 total									13.71
	364774	STAPLES ADVANTAGE -(DEPT		1421051	001	3691147	PK	04/03/17	117.71
Warrant 3691147 total									117.71
	229576	STRUCTURED		1421053	001	3691148	PK	04/03/17	225.95
Warrant 3691148 total									225.95
	407679	THE PEOPLE'S HARM REDUCTI		1421509	001	3691149	PK	04/03/17	9,401.82
Warrant 3691149 total									9,401.82
	251241	WSALPHO		1421072	001	3691150	PK	04/03/17	200.00
Warrant 3691150 total									200.00

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
00969 95969									
Kitsap Public Health Di	277244	WSEHA		1421071	001	3691151	PK	04/03/17	175.00
Warrant 3691151 total									175.00
Department 95969 total									49,141.97

Department 95969

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Department 95969									
00969 95969 Kitsap Public Health Di	255411	ARTHUR, ELLEN C.		1421031	001	57463	PT	04/04/17	73.83
Warrant 57463 total									73.83
	397906	BALTAZAR, ELYA		1421032	001	57464	PT	04/04/17	66.34
Warrant 57464 total									66.34
	20963	CULTURALLY SPEAKING LLC		1421037	001	57465	PT	04/04/17	1,600.00
Warrant 57465 total									1,600.00
	331520	KUSHNER, SIRI		1421033	001	57466	PT	04/04/17	124.60
Warrant 57466 total									124.60
	397857	SPECTRA LABORATORIES - KI		1421050	001	57467	PT	04/04/17	3,659.70
Warrant 57467 total									3,659.70
	397857	SPECTRA LABORATORIES - KI		1421177	001	57468	PT	04/04/17	162.01
Warrant 57468 total									162.01
	339412	TOURIGNY, LINDA L		1421193	001	57469	PT	04/04/17	60.46
Warrant 57469 total									60.46
	8570	UPS - PO BOX 894820		1421070	001	57470	PT	04/04/17	600.00
Warrant 57470 total									600.00
	23053	WESTERGAARD, RUTH		1421034	001	57471	PT	04/04/17	331.76

Department 95969

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Warrant 57471 total									331.76
	218935	ZOLLWEG, DAVID A		1421035	001	57472	PT	04/04/17	403.40
Warrant 57472 total									403.40
Department 95969 total									7,082.10

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
00969 95969 Kitsap Public Health Di	5628	AMERICAN FAMILY LIFE COUN		1425006	008	3724090	PK	04/28/17	2,975.18
Warrant 3724090 total									2,975.18
	383135	HEALTH EQUITY		1425064	001	3724091	PK	04/28/17	458.33
Warrant 3724091 total									458.33
	356091	MENDOCINO DSHS		1425053	001	3724092	PK	04/28/17	592.00
Warrant 3724092 total									592.00
	6831	NACO DEFERRED COMP XPH		1425017	001	3724093	PK	04/28/17	4,523.00
Warrant 3724093 total									4,523.00
	394347	PEAK 1 ADMINISTRATION, LL		1425067	001	3724094	PK	04/28/17	578.00
Warrant 3724094 total									578.00
	6811	PROF & TECHNICAL ENG XPH		1425012	001	3724095	PK	04/28/17	3,239.08
Warrant 3724095 total									3,239.08
	6825	UNITED WAY		1425016	004	3724096	PK	04/28/17	123.37
Warrant 3724096 total									123.37
	400958	VOYA RETIREMENT INSURANCE		1425072	001	3724097	PK	04/28/17	2,075.00
Warrant 3724097 total									2,075.00
	376565	WA HEALTH CARE AUTHORITY		1425058	001	3724098	PK	04/28/17	47,779.35
Warrant 3724098 total									47,779.35

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
	376566	WA HEALTH CARE AUTHORITY-		1425059	001	3724099	PK	04/28/17	2,201.34
Warrant 3724099 total									2,201.34
	376567	WA HEALTH CARE AUTHORITY-		1425060	001	3724100	PK	04/28/17	19,767.08
Warrant 3724100 total									19,767.08
	6779	WA STATE LABOR & IND INS		1425008	002	3724101	PK	04/28/17	3,737.91
Warrant 3724101 total									3,737.91
	6837	WA STATE TREASURER		1425018	005	3724102	PK	04/28/17	11,995.00
Warrant 3724102 total									11,995.00
	383133	WASHINGTON STATE TREASURE		1425062	002	3724103	PK	04/28/17	4,801.11
Warrant 3724103 total									4,801.11
	383134	WASHINGTON STATE TREASURE		1425063	001	3724104	PK	04/28/17	640.53
Warrant 3724104 total									640.53
	5606	WCIF STANDARD ACCIDENT		1425005	003	3724105	PK	04/28/17	277.78
Warrant 3724105 total									277.78
	5601	WCIF STANDARD BASIC LIFE		1425002	002	3724106	PK	04/28/17	767.60
Warrant 3724106 total									767.60
	341372	WCIF STANDARD LIFE INSURA		1425051	001	3724107	PK	04/28/17	1,645.86
Warrant 3724107									

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
total									1,645.86
	360635	WCIF STANDARD STD		1425054	001	3724108	PK	04/28/17	216.30
Warrant 3724108 total									216.30
	5605	WCIF STANDARD VTL		1425004	004	3724109	PK	04/28/17	1,788.13
Warrant 3724109 total									1,788.13
	368370	WHIT-DELTA DENTAL OF WASH		1425055	001	3724110	PK	04/28/17	7,837.00
Warrant 3724110 total									7,837.00
	368371	WHIT-WILLIAMETTE		1425056	001	3724111	PK	04/28/17	1,330.70
Warrant 3724111 total									1,330.70
Department 95969 total									119,349.65

Department 95969

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Department 95969									
00969 95969									
Kitsap Public Health Di	299482	HRA VEBA TRUST		1425044	002	58479	PT	04/28/17	10,615.16
Warrant 58479 total									10,615.16
Department 95969 total									10,615.16

Company - Home 00969 Kitsap Public Health District
Home Bus. Unit 95969 Kitsap Public Health District

Deductions and Taxes are confidential and have been redacted

EMPLOYEE Number	Name	Hours	Wages	Vendor#	Gross Pay	Deductions	Taxes	Net Pay	Check Control	I C	Err Msg
4563	ABNEY, BEVERLY M.	173.31	4,513.00	985.05	4,513.00			3,151.24	8711104	N	
278956	ACOSTA, NANCY M.	173.33	6,668.00	1,514.10	6,668.00			4,251.06	8711105	N	
413193	ADER, SAM A.	173.31	3,636.00	1,168.46	3,636.00			2,323.62	8711106	N	
407901	ADHIKARI, ANISH	173.33	5,751.00	1,077.76	5,751.00			4,376.00	8711107	N	
275982	ARTHUR, ELLEN C.	120.50	4,668.75	16.09	4,668.75			3,538.81	8711108	N	
414386	ASHER, MARGARET A.	80.00	2,021.60	983.97	2,021.60			1,465.48	8711109	N	
397902	BALTAZAR, ELYA	121.35	3,166.00	1,187.22	3,166.00			2,066.70	8711110	N	
215189	BANIGAN, LESLIE B.	173.34	6,254.00	1,134.00	6,254.00			4,552.75	8711111	N	
328436	BAZZELL, RICHARD L.	173.34	6,254.00	1,882.00	6,254.00			4,092.68	8711113	N	
404611	BIERMAN, DANA J.	155.98	4,447.00	963.41	4,447.00			3,331.99	8711114	N	
398569	BONSELL, KRISTINA S	173.32	4,009.00	1,750.47	4,009.00			2,878.75	8711115	N	
2058	BOYSEN-KNAPP, KAREN	156.02	5,147.00	969.72	5,147.00			3,676.89	8711116	N	
245475	BROWER, JANET L.	173.32	7,541.00	1,611.70	7,541.00			4,275.54	8711117	N	
271677	BROWN, STEVEN J.	173.34	6,254.00	1,134.00	6,254.00			4,045.44	8711118	N	
411387	CHANG, MARGO W.	170.95	2,601.93	1,963.67	2,601.93			1,868.03	8711119	N	
400655	CIULLA, LAURA M.	173.35	5,880.00	1,426.00	5,880.00			3,995.89	8711120	N	
246639	DALTON, MELANIE A.	173.34	6,991.00	1,613.24	6,991.00			5,324.67	8711121	N	
226538	DAVIS-MUNN, TINA M.	173.36	6,350.00	1,541.58	6,350.00			4,599.34	8711122	N	
359180	DENSON, DAYDRA D.	173.34	5,923.00	1,436.81	5,923.00			4,109.36	8711123	N	
23825	DOBBELAERE, KERRY J	173.32	8,308.00	1,443.59	8,308.00			5,167.84	8711124	N	
279990	DREW, MICHAEL E.	173.36	5,641.00	1,932.92	5,641.00			4,047.64	8711125	N	
223648	EAKES, DEANNA L.	173.32	3,898.00	876.60	3,898.00			2,571.94	8711126	N	
395244	EILERS, KATHARINE	173.33	8,994.00	2,188.33	8,994.00			6,691.51	8711127	N	
4565	EVANS, ERIC V.	173.32	8,041.00	2,571.75	8,041.00			4,548.46	8711128	N	
340919	EVANS, KELLY A.	173.30	4,771.00	1,365.05	4,771.00			3,337.75	8711129	N	
321284	FISK, APRIL K.	173.32	5,009.00	2,232.78	5,009.00			3,147.94	8711130	N	
356883	FONG, YOLANDA N.	173.34	7,769.00	2,051.37	7,769.00			5,489.54	8711131	N	
337331	GIUNTOLI, PAUL A.	173.34	6,254.00	1,467.82	6,254.00			3,901.64	8711132	N	
401905	GONZALEZ, ANNA K.	173.32	5,126.00	2,251.86	5,126.00			3,736.00	8711133	N	
1264	GRELLNER, KEITH J.	173.34	11,035.00	1,802.18	11,035.00			7,635.54	8711134	N	
410072	GRIEGO, YANEISY	173.34	3,063.00	1,104.40	3,063.00			2,391.90	8711135	N	
355732	GUIDRY, JESSICA F.	173.32	7,741.00	2,538.21	7,741.00			5,498.19	8711136	N	
356336	GUZMAN, DAMARYS L.	173.34	3,635.00	1,589.19	3,635.00			2,523.87	8711137	N	
412171	HAMEL, PATRICK B.	165.06	4,872.46	1,847.00	4,872.46			3,335.21	8711138	N	
3013	HANSSEN-KELLER, JOH	155.99	5,823.00	1,045.29	5,823.00			4,206.99	8711139	N	
405300	HILLIARD, MARGARET	173.32	3,898.00	1,197.76	3,898.00			2,953.60	8711140	N	
352751	HINTON, ROBERT J.	173.34	6,991.00	2,454.36	6,991.00			4,289.34	8711141	N	
1033	HOLBURN, NATHAN D.	192.00	6,247.68	928.31-	6,247.68			4,967.60	8711142	N	
4579	HOLDCROFT, GRANT A.	173.34	6,254.00	1,467.82	6,254.00			3,844.44	8711143	N	
270783	HOLDCROFT, JODIE ST	173.34	6,254.00	1,467.82	6,254.00			3,841.28	8711144	N	
1041	HOLT, JUDITH A.	173.32	7,541.00	1,411.55	7,541.00			4,690.07	8711145	N	
2726	HOLT, KAREN L.	173.35	7,182.00	2,111.21	7,182.00			4,786.44	8711146	N	
306605	HUGHES, RACHEL J.	173.30	3,712.00	1,176.96	3,712.00			2,689.67	8711147	N	
409213	HUNTER, KARI L.	173.32	5,009.00	1,128.48	5,009.00			3,460.83	8711148	N	
295036	JAMESON, BETTY S.	173.29	3,367.00	1,145.05	3,367.00			2,503.30	8711149	N	
400651	JOHANSON, KRISTA M.	173.35	3,207.00	1,190.19	3,207.00			2,634.37	8711150	N	
358933	JONES, KIMBERLY D.	173.34	6,254.00	1,134.00	6,254.00			4,209.40	8711151	N	
393427	KATULA, DAYNA R.	173.36	4,419.00	1,796.30	4,419.00			2,697.50	8711152	N	
362275	KELLOGG, TRACEY	173.32	8,158.00	1,674.02	8,158.00			5,764.66	8711153	N	

Company Home 00969 Kitsap Public Health District
Home Bus Unit 95969 Kitsap Public Health District

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EMPLOYEE Number	Name	Hours	Wages	Vendor#	Gross Pay	Deductions	Taxes	Net Pay	Check Control	I C	Err Msg
245476	KENCH, DONALD C.	173.31	3,681.00	2,288.71	3,681.00			2,324.76	8711154	N	
250913	KIESS, JOHN F.	173.33	8,994.00	2,307.79	8,994.00			5,841.38	8711155	N	
16125	KNOOP, MELINA V.	173.36	6,141.00	1,455.18	6,141.00			4,218.22	8711156	N	
243184	KRUSE, CHARLES H.	173.35	6,341.00	2,011.18	6,341.00			4,678.53	8711157	N	
327580	KUSHNER, SIRI E.	173.32	7,541.00	2,515.85	7,541.00			5,668.29	8711158	N	
407902	LARRABEE, ANGELINE	173.31	2,955.00	1,092.33	2,955.00			2,216.66	8711159	N	
316830	LINDEN, LISA B.	173.32	5,522.00	1,919.62	5,522.00			3,386.25	8711160	N	
285038	LYTLE, ROSS D.	173.34	6,254.00	1,818.97	6,254.00			3,997.20	8711161	N	
354918	MALLORY, TERRY L.	164.23	7,730.31	867.63	7,730.31			5,059.72	8711162	N	
388104	MAZUR, KARINA MARIA	173.33	5,486.00	1,381.95	5,486.00			3,775.72	8711163	N	
413739	MCCALLISTER, GRECIA	173.39	2,632.00	761.14	2,632.00			2,154.77	8711164	N	
398567	MCKAY BEVERS, KAREN	173.33	6,713.00	1,844.20	6,713.00			5,039.46	8711165	N	
414387	MCKENZIE, MAYA A.	173.30	4,544.00	1,356.28	4,544.00			2,963.86	8711166	N	
387088	MCKINNON, BRYAN	173.31	5,116.00	1,140.44	5,116.00			3,950.29	8711167	N	
270056	MILLS, JACQUELYN F.	173.30	4,213.00	905.81	4,213.00			2,785.34	8711168	N	
279971	MOEN, ANNE M.	173.33	4,640.00	1,701.55	4,640.00			3,133.95	8711169	N	
406607	MOONTREE, KAELA L.	173.30	4,024.00	1,632.68	4,024.00			2,742.23	8711170	N	
324204	MORGAN, W. NEWTON	173.34	6,254.00	1,882.00	6,254.00			4,578.29	8711171	N	
406937	MORRILL, LYNDSAY N.	40.00	579.60	670.48-	579.60			432.37	8711172	N	
312378	MORRIS, DAWN M.	138.68	3,646.00	759.59	3,646.00			2,585.40	8711173	N	
406005	MURRAY, KEISHA R.	165.33	3,992.80	762.12	3,992.80			3,191.12	8711174	N	
295033	NGUYEN, LOAN T.	138.67	3,274.00	718.00	3,274.00			2,543.84	8711175	N	
208456	NICOLAISEN, NIELS K	173.34	6,554.00	1,167.54	6,554.00			4,739.94	8711176	N	
3128	NOBLE, GREGORIA A.	173.33	5,140.00	1,143.12	5,140.00			3,395.21	8711177	N	
22459	NORTH, EDWIN	173.32	8,158.00	2,133.42	8,158.00			2,202.35	8711178	N	
405301	NUNO, CRYSTAL M.	173.31	5,116.00	1,006.77	5,116.00			3,314.86	8711179	N	
230502	O'GRADY, ROBIN B	173.35	6,393.00	1,897.54	6,393.00			4,659.13	8711180	N	
400650	OLSON, SARAH R.	109.53	2,659.39	26.71	2,659.39			2,062.13	8711181	N	
407483	OSBORN, AMANDA N.	104.01	1,662.00	459.16	1,662.00			1,317.34	8711182	N	
243679	OUTHWAITE, MINDI L.	104.01	3,836.00	877.25	3,836.00			2,663.78	8711183	N	
388198	PHILLIPS, LYNN J.	130.01	4,142.00	1,444.50	4,142.00			2,757.44	8711184	N	
229901	PHIPPS, BETH M.	173.33	6,818.00	1,197.05	6,818.00			4,233.33	8711185	N	
394466	PREWITT, SUSANA C.	173.23	3,468.00	822.52	3,468.00			2,647.00	8711186	N	
1214	QUAYLE, TIMOTHY P.	173.35	6,627.00	2,413.67	6,627.00			4,514.85	8711187	N	
324654	RHEA, SUSAN R.	173.30	4,012.00	1,210.50	4,012.00			2,926.25	8711188	N	
396295	RHOADES, LACEY P.	173.30	4,771.00	2,206.17	4,771.00			2,338.09	8711189	N	
267073	RIDGE, BETTI L.	173.33	6,198.00	1,461.56	6,198.00			4,279.28	8711190	N	
413740	ROARKE, KANEESHA E.	141.57	3,189.67	821.05	3,189.67			2,614.78	8711191	N	
404613	RORK, IAN M.	173.31	3,818.00	1,195.47	3,818.00			2,875.48	8711192	N	
399854	SIFRIT, NICOLA M.	130.00	5,035.00	1,822.21	5,035.00			2,524.41	8711193	N	
1224	SMITH-ROSE, SHELLEY	156.02	5,147.00	1,270.16	5,147.00			3,404.94	8711194	N	
361388	SMITH, TERRI L.	173.34	6,991.00	1,550.21	6,991.00			4,791.84	8711195	N	
347366	STEDMAN, KELSEY E.	104.01	3,292.00	635.40	3,292.00			2,272.87	8711196	N	
410415	STUNTZ, JAYME M.	129.98	3,919.00	1,095.51	3,919.00			2,792.20	8711197	N	
337963	TOURIGNY, LINDA L.	173.32	7,394.00	847.99	7,394.00			4,149.49	8711198	N	
1682	TURNER, DENISE M.	173.31	4,513.00	1,025.31	4,513.00			2,979.75	8711199	N	
401072	TURNER, SUSAN E.	173.33	14,445.00	2,923.21	14,445.00			8,358.78	8711200	N	
17666	ULTICAN, SHAWN P.	173.34	6,254.00	1,461.16	6,254.00			4,710.59	8711201	N	
392243	WALTHER, SUSAN B.	173.35	5,372.00	1,783.39	5,372.00			3,569.21	8711202	N	

Kitsap County
Summary Payroll Register

Date 4/21/17
Period 04/30/17
Payroll ID 512

Company Home 00969 Kitsap Public Health District
Home Bus Unit 95969 Kitsap Public Health District

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EMPLOYEE Number	Name	Hours	Wages	Vendor#	Gross Pay	Deductions	Taxes	Net Pay	Check Control	I C -	Err Msg
412419	WARD, BARBARA J.	166.35	4,469.91	2,172 51	4,469 91			3,052.37	8711203	N	
14545	WELLBORN, BRIAN D.	129.99	2,761.00	1,055 91	2,761 00			1,838.96	8711204	N	
397255	WENDT, JAN E.	173.36	6,350.00	2,012 19	6,350 00			4,624.82	8711205	N	
2189	WERDALL, LORI E.	103.98	2,456.00	781 88	2,456 00			156.10	8711206	N	
21402	WESTERGAARD, RUTH E	173.36	5,719.00	1,941 64	5,719 00			3,287.65	8711207	N	
398570	WHEELER, AMANDA E.	173.33	3,054.00	1,643 70	3,054 00			2,130.94	8711208	N	
413194	WILSON, ANNILICIA R	173.36	2,909.00	792 11	2,909 00			2,157.92	8711209	N	
301566	YANDA, KERRIE L.	173.34	6,854.00	1,987 64	6,854 00			4,469.07	8711210	N	
2908	ZIMNY, JAMES A.	173.32	7,541.00	1,579 62	7,541 00			5,693.76	8711211	N	
337082	ZOLLWEG, DAVID A.	173.36	5,641.00	1,199 13	5,641 00			4,081.16	8711212	N	
Total.		17687.24	579,503.10	152,612.22	579,503.10	75,154.12	113,004.56	391,344.42			