



## ISLAND COUNTY BOARD OF HEALTH

### AGENDA

#### REGULAR SESSION

July 19, 2016 • 1:00PM – 3:00PM  
Commissioners' Hearing Room B102  
Coupeville Annex Building

**Call to Order:** Welcome to this Regular Session of the Island County Board of Health.

**Additions or Changes to the Agenda:**

**Approval of the Minutes:**

May 17, 2016 Regular Session:

[Minutes](#)

June 21, 2016 Regular Session:

[Minutes](#)

**Public Input /Comments (agenda items):** The Board values the public's input. This time is set aside to hear comments regarding items on the published agenda. Comments regarding items scheduled for Public Hearing will be heard during the Public Hearing. Comments regarding health related items not on the published agenda will be heard following the *Report from Public Health*. All information is taken under advisement. Unless emergent in nature no action is taken. To ensure proper recording of comments, state your name and address clearly into the microphone. Limit your comments to two minutes.

**Presentations:**

1. *Keith Higman, Health Services Director* will make a recommendation to the Board to appoint Ms. Colleen Klamm to the Community Health Advisory Board for a three year term.  
[Recommendation Letter](#)  
[Application](#)  
[Board Appointment Letter](#)
2. *Emily Maughan, Public Health Coordinator* will provide follow-up and recommendations to the Vaping and E-Cigarette presentation and discussion from the April 19<sup>th</sup>, 2016 Regular Session.
3. *Matt Zupich, Environmental Health Specialist* working in the Water Quality Monitoring Program will present an overview of the Microbial Source Tracking (MST) process used in Island County.  
[Presentation](#)

**Contracts:**

1. WA St. Dept. of Health: Consolidated Contract Amendment No. 8  
Contract term: Jan. 1, 2015 through Dec. 31, 2017  
Contract Amendment Amount: \$5,640  
Contract Amount: \$1,489,986  
[Contract No. C17111 – Amendment #8](#)
2. WA St. Dept. of Ecology: Site Hazard Assessment  
Contract term: Jul. 1, 2016 – Jun. 30, 2017  
Contract Amount: \$16,000  
[Contract No. TCPRA-2016-IsCoPH-00001](#)

**Legislative Update**

1. If applicable

*Keith Higman, Health Services Director*

**Report from Public Health:**

1. a. Progress update: *Keith Higman, Health Services Director*  
Community Health Improvement Plan
- b. If applicable
2. a. If applicable *Dr. Brad Thomas, Health Officer*

**Public Input/Comments (re: non-agenda items):** The Board values the public's input. This time is set aside to hear from the public regarding health related items not on the published agenda. To ensure proper recording of comments, state your name and address clearly into the microphone. Limit your comments to two minutes.

**Adjourn:** The next *Regular Session* of the Island County Board of Health will be held Tuesday, August 16<sup>th</sup>, 2016 at 1:00pm in the Commissioners' Hearing Room (B-102) in the Coupeville Annex Building.



## ISLAND COUNTY BOARD OF HEALTH

### MINUTES REGULAR SESSION May 17, 2016

**Members Present:** Commissioner Jill Johnson, Chair; Commissioner Helen Price Johnson; Commissioner Richard M. Hannold; Mayor Bob Severns; Dr. Grethe Cammermeyer and Dr. Brad Thomas, Executive Secretary to the Board.

**Members Absent:** Capt. Frederick J. McDonald, Ex-officio member (*excused*)

**Audio Recording:** <https://www.islandcountywa.gov/Commissioners/boh/2016/051716BOHAudio.MP3>

**Call to Order:** Commissioner Jill Johnson, Chair called to order this Regular Session of the Island County Board of Health at 1:02 pm.

**Additions or Changes to the Agenda:** Mayor Bob Severns made a motion to move the public comment period towards the end of the meeting, in the interest of completing regular business before he had to depart the meeting for a 3:00pm previous commitment in Oak Harbor. Commissioner Richard M. Hannold seconded the motion. Following a discussion, Commissioner Helen Price Johnson offered a formal amendment to the motion to allow for 30 minutes of public comment at the beginning of the meeting and if necessary, additional time would be available after regular business. Grethe Cammermeyer seconded the amendment. By a vote of 3 to 2 amendment passed. Then the motion to approve the amendment which would modify the agenda to 30 minutes of public comment at the beginning of the meeting, with additional public comment time (if needed) following regular business passed 3/2. Chair asked for a motion to adopt the amended agenda. Mayor Bob Severns moved to adopt amended agenda. Grethe Cammermeyer seconded the motion. Amended agenda passed unanimously.

**Approval of Minutes:** Commissioner Richard M. Hannold moved to approve the minutes as presented. With the motion seconded by Mayor Bob Severns the minutes were approved unanimously by those present to vote.

**Public Input or Comment:** Public comment was heard from a total of 18 people regarding opposition or support of the operations and the resulting Growler jet noise from OLF. Two letters/comments from those unable to attend were read by others. Five individuals provided handouts to the Board during the meeting. In order, the following individuals addressed the Board: Joe Kunzler (reading a statement from Lt. Marc Simon, Ret.), Rick Abraham, Diane Tomkinson<sup>1</sup>, Ken Pickard<sup>2</sup>, Cate Andrews, Vicki Robin, Marianne Brabanski<sup>3</sup>, Bob Wilbur<sup>4</sup>, Tom Ewell, Cliff Howard, Mark Harmon, Mari Anderson, James Allen, Stephen Swanson MD, Joe Kunzler, Babette Thompson. Following regular business additional public comment was heard from: Maryon Atwood<sup>5</sup> and Rick Abraham (reading statement from Brenda McMillan).

Handout index:

<sup>1</sup> The Navy's Representations of Single Event Growler Noise Levels on Schools – 1 page

<sup>2</sup> Case 2:13-cv-01232-TSZ Document 23-2 Filed 04/27/15 – spiral bound (26 pages)

<sup>3</sup> Department of Defense: Hearing Center of Excellence (53 pages)

<sup>4</sup> Island County Health Department document 10/25/02 (2 pages)

<sup>5</sup> Powers and Duties / News Release May 4, 2016 (5 pages)

#### **Presentations:**

1. **Community Health Advisory Board (CHAB) Quarterly Update:** provided by *Catherine Ballay, CHAB Chair*
  - a. CHAB has been actively involved with the Community Health Improvement Plan.
  - b. Two strong new members have been appointed to CHAB, CDR Heather Sellers and Holly Grason, and one application pending.
  - c. CHAB continues to work to diversify their membership, and asks the Board to invite or encourage community members they think may be a good addition to the efforts of CHAB.

- d. Reminder that tomorrow night is the Linda Lee Martens Community Health Hero Awards ceremony at the Nordic Lodge in Coupeville from 5:00 pm to 7:00 pm.
2. Community Health Assessment: Keith Higman, Health Services Director introduced Laura Luginbill, Assessment & Healthy Communities Director. Laura provided an update on the Community Health Improvement Plan following the community workshops, including “where we are now”, the top four priority issues and “steps for the future”. Seeking feedback from the Board a draft handout titled *CHIP Workgroup Roles and Responsibilities* was provided. Commissioner Helen Price Johnson suggested making updates to this process part of the regular agenda at future Board meetings.

**Contracts:** Keith Higman Health Services Director presented one contract as follows:

1. WA State DOH: Consolidated Contract No. C17111, Amendment No. 7; Contract Term: 1/1/2015 to 12/31/2017; Amendment Amount: \$2,100; Contract Amount: \$1,844,346. Commissioner Helen Price Johnson moved to approve and Commissioner Richard M. Hannold seconded the motion. Contract No. C17111 – Amendment No.7 passed unanimously by those present to vote.

**Legislative Update:** Keith Higman, Health Services Director

1. Press release issued: May 5, 2016 from the Food & Drug Administration (FDA) finalized a rule extending their authority to all tobacco products including E-Cigarettes, covering age verification requirements, vending machine limits, product ingredient listings, prohibiting free samples, health warnings on products and sales to those over the age of 18 only. It does not affect the smoking in public places policies. As more information becomes available it will be presented at a future conversation.

**Public Health Report:** Brad Thomas, MD provided a closing comment.

**Board Comments/Announcements:** In the following order, Board members provided closing comments: Grethe Cammermeyer, Commissioner Helen Price Johnson, Commissioner Richard M. Hannold and Commissioner Jill Johnson, Chair.

**Adjourn:** There being no further business before the Board, Commissioner Jill Johnson, Chair entertained a motion to adjourn. Commissioner Helen Price Johnson moved to adjourn. Commissioner Richard M. Hannold seconded the motion. Meeting adjourned at 2:39 pm.

The next Regular Session of the Island County Board of Health is scheduled for Tuesday, June 21, 2016 in the Commissioners’ Hearing Room B-102 – Coupeville, Annex.

Submitted: \_\_\_\_\_  
Brad Thomas, MD

Minutes approved this \_\_\_\_ day of \_\_\_\_ 2016

ISLAND COUNTY BOARD OF HEALTH

\_\_\_\_\_  
Commissioner Jill Johnson, Chair



## **ISLAND COUNTY BOARD OF HEALTH**

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### **MINUTES REGULAR SESSION JUNE 21, 2016**

Due to a lack of quorum the June 21, 2016 Island County Board of Health Regular Session was adjourned until July 19, 2016 at 1:00pm in the Commissioner's Hearing Room B-102 – Coupeville, Annex Building.

Submitted: \_\_\_\_\_  
Brad Thomas, MD

Minutes approved this \_\_\_\_ day of \_\_\_\_ 2016

ISLAND COUNTY BOARD OF HEALTH

\_\_\_\_\_  
Commissioner Jill Johnson, Chair



## **ISLAND COUNTY PUBLIC HEALTH**

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### **Administration**

PO Box 5000  
Coupeville, WA 98239

July 19, 2016

TO: Island County Board of Health

FROM: Keith Higman, Health Services Director

RE: **Community Health Advisory Board Recommendation Ms. Colleen Klamm**

It is with pleasure that I introduce Ms. Colleen Klamm to the Island County Board of Health. Ms. Klamm started in healthcare as a nurse's aide in 1982 and received a Bachelor's Degree in Nursing in 1987. She continued to further her education by becoming certified in oncology, wound care and most recently infection control.

She has been employed at WhidbeyHealth, formerly Whidbey General Hospital since 1992 and is actively involved in various healthcare related organizations both locally and nationally. Through her work at WhidbeyHealth she has the opportunity to see connections in the community where others may not, regarding important infectious trends. Ms. Klamm is committed to increasing vaccination rates and decreasing inappropriate antibiotic usage in Island County. These are two issues she would like to see the CHAB address in Island County.

If appointed, Ms. Klamm has agreed to serve on the CHAB for a three year term. It is my pleasure to recommend to the Island County Board of Health the appointment of Ms. Colleen Klamm to sit on the Island County Community Health Advisory Board for a three year term.

Ms. Klamm is a resident of Clinton.

Sincerely,

Keith Higman, MPH  
Health Services Director

## APPLICATION TO SERVE ON THE CITIZEN-BASED ISLAND COUNTY COMMUNITY HEALTH ADVISORY BOARD

**Please mail your completed application to:**

Laura Luginbill, MS, RD  
Assessment & Healthy Communities  
Island County Health Department  
P.O. Box 5000  
Coupeville, WA 98239

Phone: (360) 678-7939  
South Whidbey: (360) 321-5111 x 7939  
Camano: (360) 629-4522 x 7939  
or e-mail at L.Luginbill@co.island.wa.us

If the spaces for responses on the application are not adequate, please feel free to provide additional statements, materials, or information that may better indicate your interest or qualification for serving on the advisory board. Submission of additional information is not a requirement.

Name: Colleen Klamm  
Mailing Address:  
City/State/Zip Code: Clinton, WA 98236  
Home Phone:  
Work Phone: (360) 678-7656 ext. 3152 or (360) 661-3194  
E-Mail Address: klammc@whidbeygen.org

If your home address is different from your mailing address, please list your home address:

Home Address: \_\_\_\_\_  
\_\_\_\_\_

How long have you lived in Island County?

- Less than a year  
 1-5 Years  
 5-10 Years  
 10+ Years

Please explain any experiences (personal or professional), knowledge, or special interests you have regarding the focus of the group for which you are applying (e.g. health, environmental health, and/or health systems).

Started in healthcare as a nurses aid in 1982. Obtained a BSN in 1987. Continued with furthering education by becoming certified in Oncology, held for 18 years, became Certified in Wound Care in 2004, and am still current and became Certified in Infection Control this May (after 14 months in this position). Health is a very important aspect in my life.

Please list your occupational background and employment positions and dates. (Show employment for most recent five years of employment.)

Worked at Whidbey General Hospital from 1992 to current. Hired on as a charge nurse for the Medical/Surgical floor 1992-1996. Worked concurrently in the Medical Ambulatory Care Clinic (as was certified in Oncology) 1992-2015. Created the extension of the MAC clinic at Whidbey General South (as I live in Clinton) 1995-2004. Certified Wound care, including preceptor for University of Washington Wound Management Program and guest speaker and preceptor for the Skagit Valley Community College LPN program, continued on in MAC until 2015. Infection Preventionist March 2015 to current, with Certification this month.

Please describe your educational background.

Idaho State University BSN. The certifications as listed above.

Please list your membership (and roles) in organizations, boards of directors, advisory councils, or commissions.

Have been a member of the Oncology Nursing Society, Wound Ostomy Continence Nursing Society, and currently am a member of the Association for Professionals in Infection Control and Epidemiology both nationally and the Puget Sound Chapter.

Please list any other volunteer experiences you have had.

Participated in the Relay for life both for the Hospital and to lead a new community team.

Participated in the Tour de Whidbey, assisting the riders.

What would you like to see the board address? (e.g. key issue/needs in Island County)

Increase vaccination rates & decrease inappropriate antibiotic usage.

If selected to serve on CHAB, how could your experience, special skills, and personal interests benefit the citizens of our community?

I have knowledge of community illness through the ED and inpatient surveillance as part of my job. All lab cultures that are processed through WGH come across my desk and I keep track of important infectious trends (MRSA, C-diff etc). I may see connections in the community where others may not.

Are you willing to make the time commitment to attend meetings, read materials, and to stay informed about the needs of those with health issues, and work to develop programs to meet those needs? Membership in CHAB does entail participating in committee work, which averages about 2 hours total per month. Are you able to make the time commitment necessary to participate at this level? A 70% attendance is required of members on all boards/commission.

YES                       NO

Please list three references (Name, address, and phone):

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1. Katie Carr  
101 North Main Street, Coupeville, WA 98239  
360-678-7656 ext. 3151

2. Linda Gipson  
101 North Main Street, Coupeville, WA 98239  
360-678-7656 ext 2230

3. Heidi Saunders  
101 North Main Street, Coupeville, WA 98239  
360-678-7656 ext 2117

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If you want more information about serving on the Community Health Advisory Board (CHAB), please contact Laura Luginbill, Assessment & Healthy Communities Director, at (360) 678-7939, or email: [L.luginbill@co.island.wa.us](mailto:L.luginbill@co.island.wa.us).



## ISLAND COUNTY BOARD OF HEALTH

PO Box 5000  
Coupeville, WA 98239

July 19, 2016

Ms. Colleen Klamm  
4271 Nuthatch Way  
Clinton, WA 98236

Re: Appointment to serve on the Community Health Advisory Board (CHAB)

Dear Ms. Klamm:

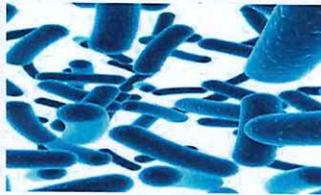
In accordance with the recommendation of the CHAB leadership, and per formal action taken by the Island County Board of Health during Regular Session held June 21, 2016, I am pleased to advise you of your unanimous appointment to fill an existing vacancy on the Community Health Advisory Board and to sit for a three-year term.

On behalf of the entire Board of Health, I would like to thank you for your interest in serving on the CHAB and for the spirit of willingness to contribute your time, effort and expertise to serve Island County and your fellow citizens in this capacity. Your experience and connection to Island County will be a great asset to the CHAB.

Sincerely,

Jill Johnson, Chair  
Island County Board of Health

# Microbial Source Tracking in Surface Water

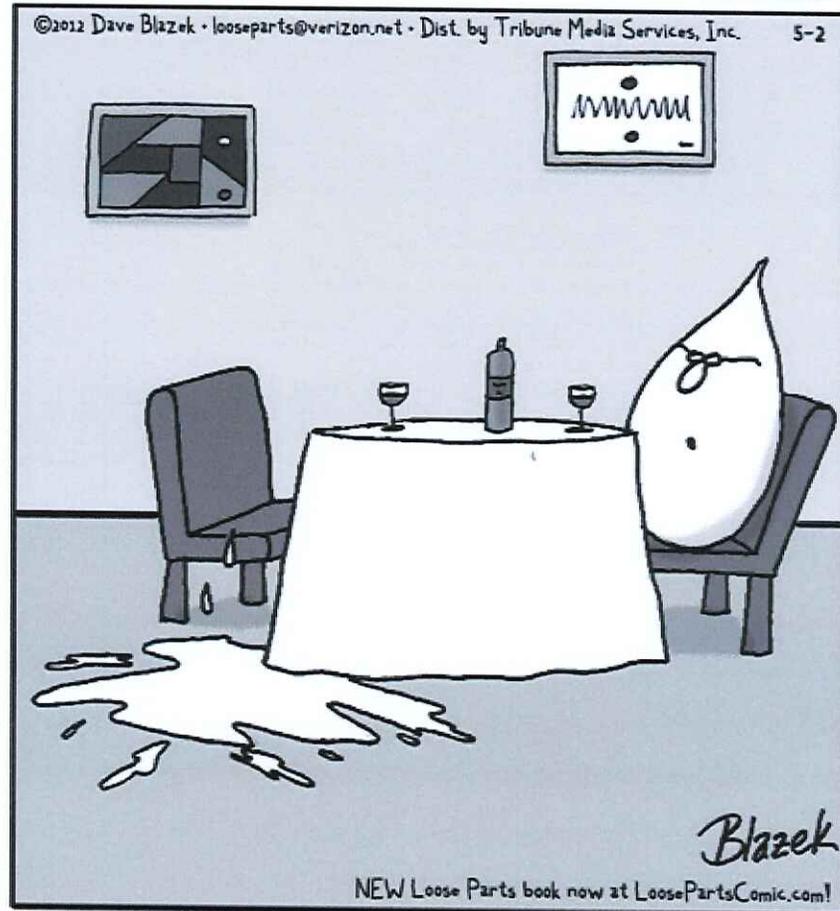


*Department of Natural Resources  
Surface Water Quality Monitoring Program*

Matt Zupich, *Water Quality Specialist*  
Island County Board of Health, Coupeville, June 21, 2016

# LOOSE PARTS

DAVE BLAZEK



"Sorry. I thought a joke  
would break the tension."

# Why Monitor Water Quality?



To ensure clean water for the protection of  
public health and natural resources

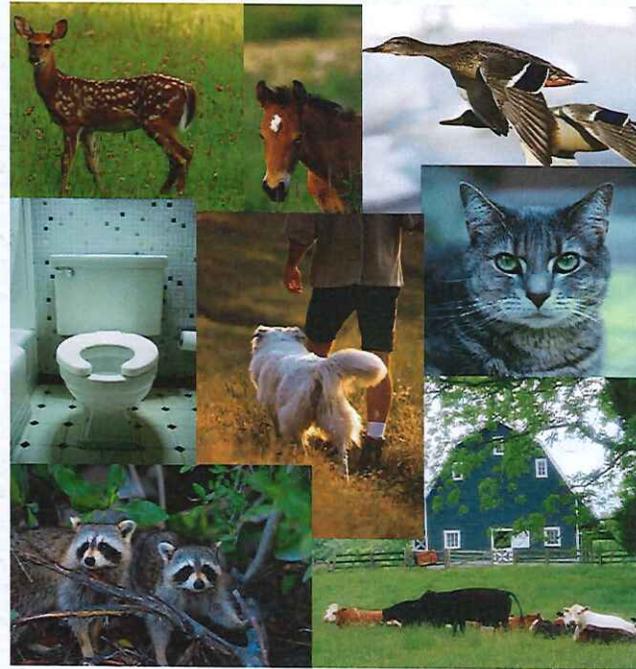
# What Do We Monitor?

- o 11 parameters including:
  - Temperature
  - pH
  - Dissolved Oxygen
- o Stream flow
- o Fecal coliform bacteria



# Fecal Coliform Bacteria

- Common to all warm-blooded animals
- Indicator of pollution
- Standards set to protect human health



Butler, A. 2002. Focus on Fecal Coliform Bacteria. Washington State Department of Ecology. [revised 2005 Dec.; accessed 2016 Apr. 19]; 02-10-010.  
<https://fortress.wa.gov/ecy/publications/SummaryPages/0210010.html>.

# State Standards

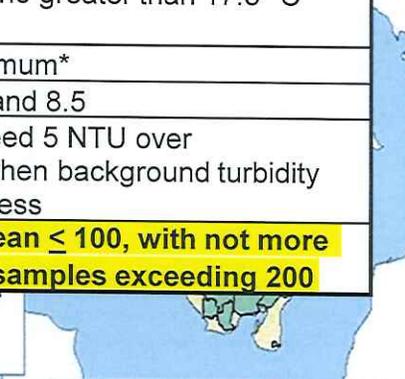
Designated Uses for Water Quality in Island County, WA C 173-201A  
Island County, Environmental Health - Natural Resources



Designated Use	Parameter	Standard
Core summer Salmonid habitat	Temperature	7 day average of the daily maximum temperatures no greater than 16 °C (60.8°F)
	Dissolved Oxygen (DO)	9.5 mg/L minimum*
	pH	Between 6.5 and 8.5
	Turbidity	Shall not exceed 5 NTU over background when background turbidity is 50 NTU or less
<b>Extraordinary Primary Contact Recreation</b>	<b>Fecal Coliform Bacteria (colonies per 100 mL)</b>	<b>Geometric mean ≤ 50, with not more than 10% of samples exceeding 100</b>
Salmonid spawning, rearing and migration	Temperature	7 day average of the daily maximum temperatures no greater than 17.5 °C (63.5°F)
	Dissolved Oxygen (DO)	8.0 mg/L minimum*
	pH	Between 6.5 and 8.5
	Turbidity	Shall not exceed 5 NTU over background when background turbidity is 50 NTU or less
<b>Primary Contact Recreation</b>	<b>Fecal Coliform Bacteria (colonies per 100 mL)</b>	<b>Geometric mean ≤ 100, with not more than 10% of samples exceeding 200</b>

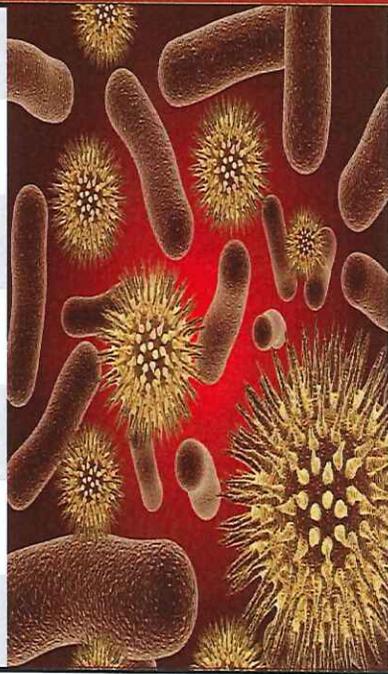
in these areas is held to the same standard as surrounding watersheds.

0 1 2 4 6 Miles



# Fecal Coliform Sources

Domestic animals	Median CFUs per gram (wet)
Adult Cattle	180,000
Sheep	660,000
Horse	38,000
Pig	7,100,000
Poultry	110,000,000
Cat	2,300,000
Dog	31,000,000



CFU = Colony Forming Units

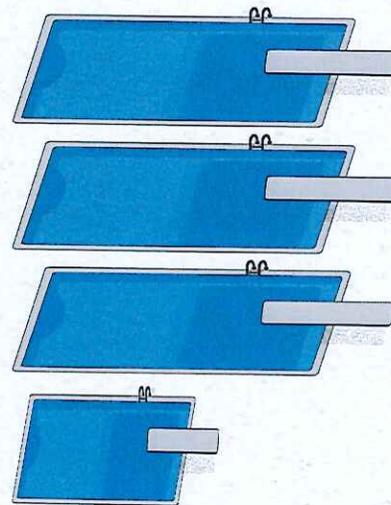
Cox, P, Griffith M, Angles M, Deere D, Ferguson C. 2005. Concentrations of Pathogens and Indicators in Animal Feces in the Sydney Watershed. *Appl. and Environ. Microbiol.* [accessed 2016 Apr. 19]; 71(10): 5929–5934. doi:10.1128/AEM.71.10.5929–5934.2005.

# An Example

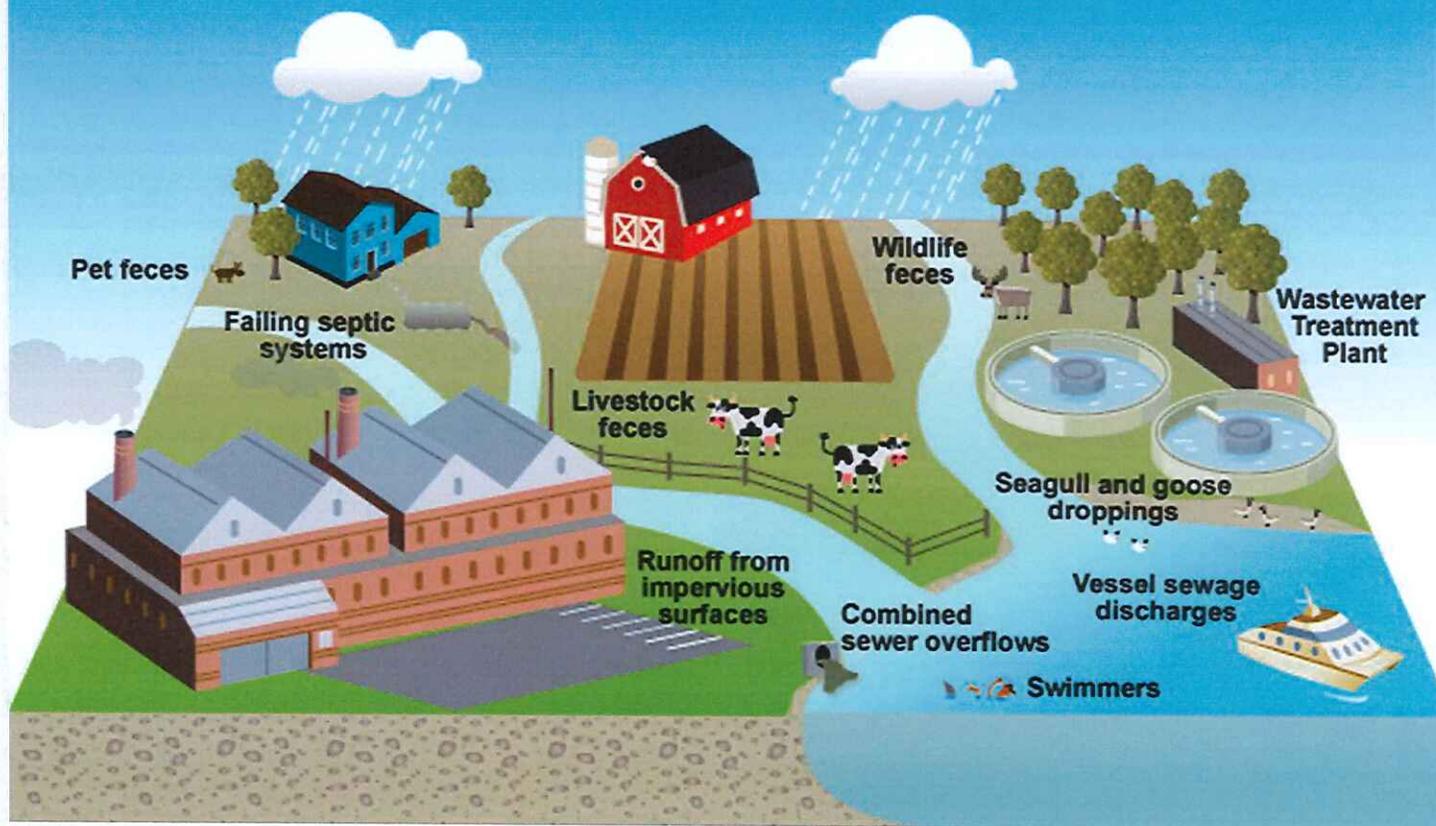
- The average dog produces 340 grams of feces per day (3/4 pound)
- Assume a water quality standard of 100 CFU per 100mL
- One dog can pollute 3.5 Olympic swimming pools each day (2.8 million gallons)

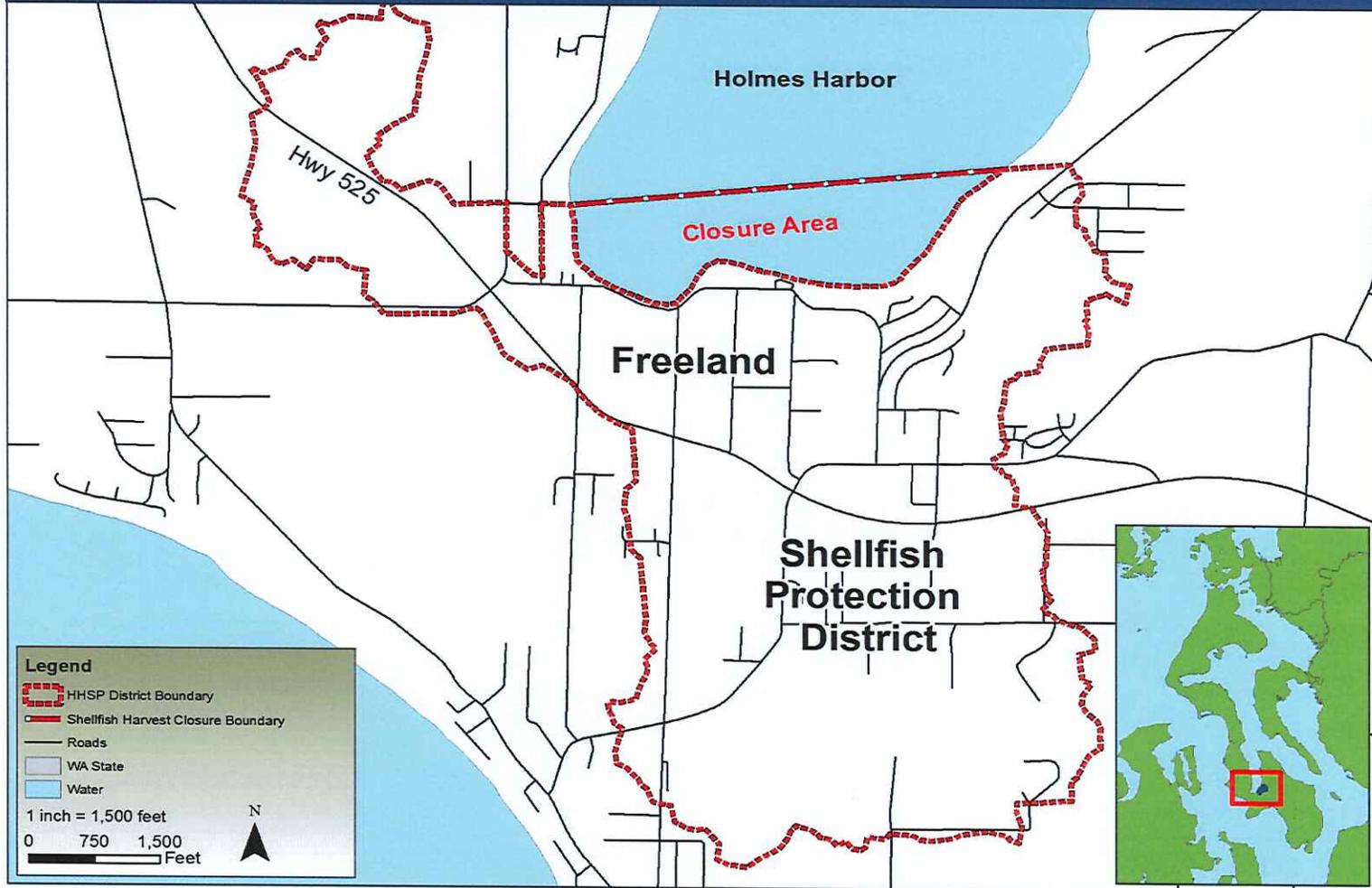


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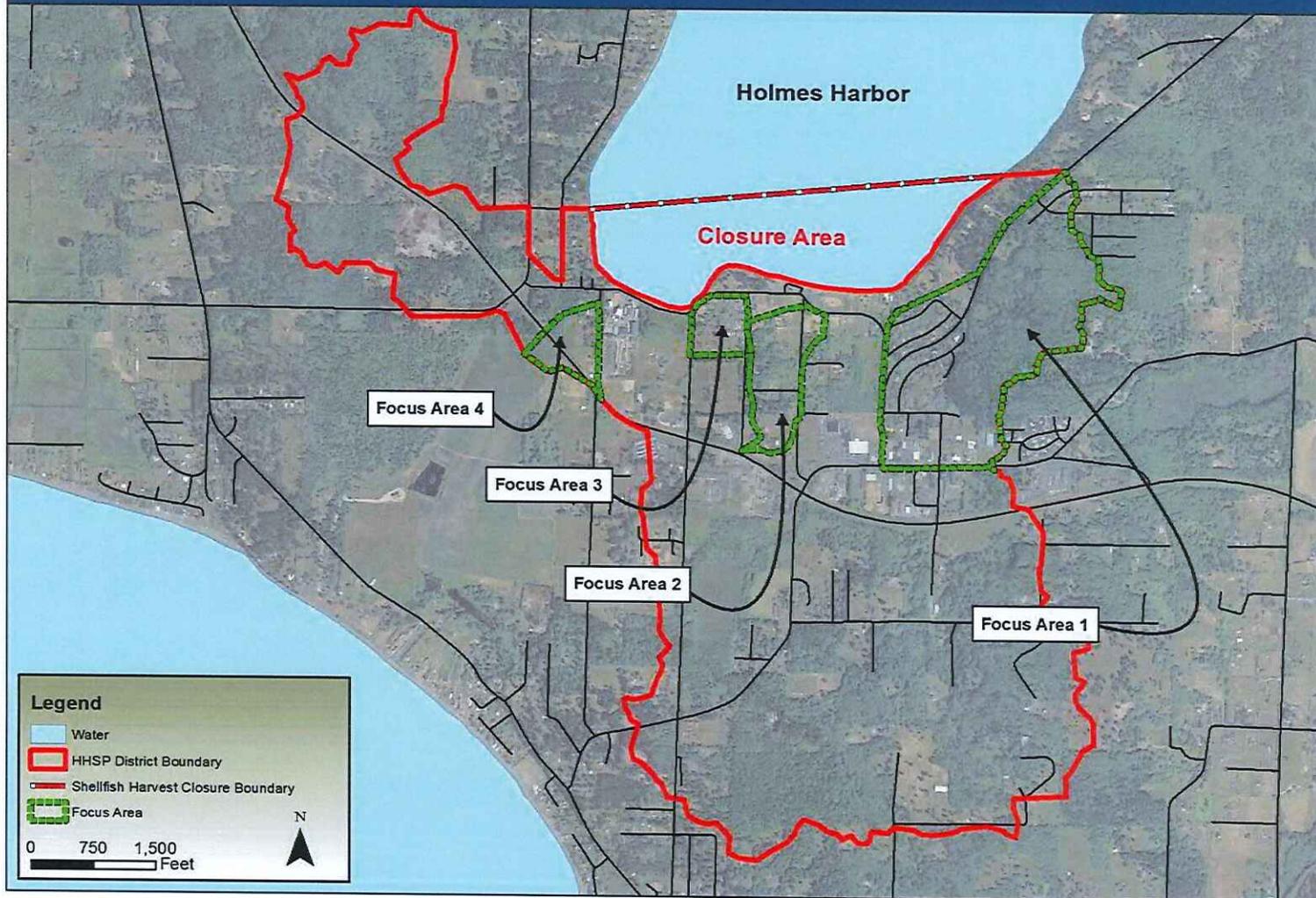
# Identify Sources of Fecal Contamination

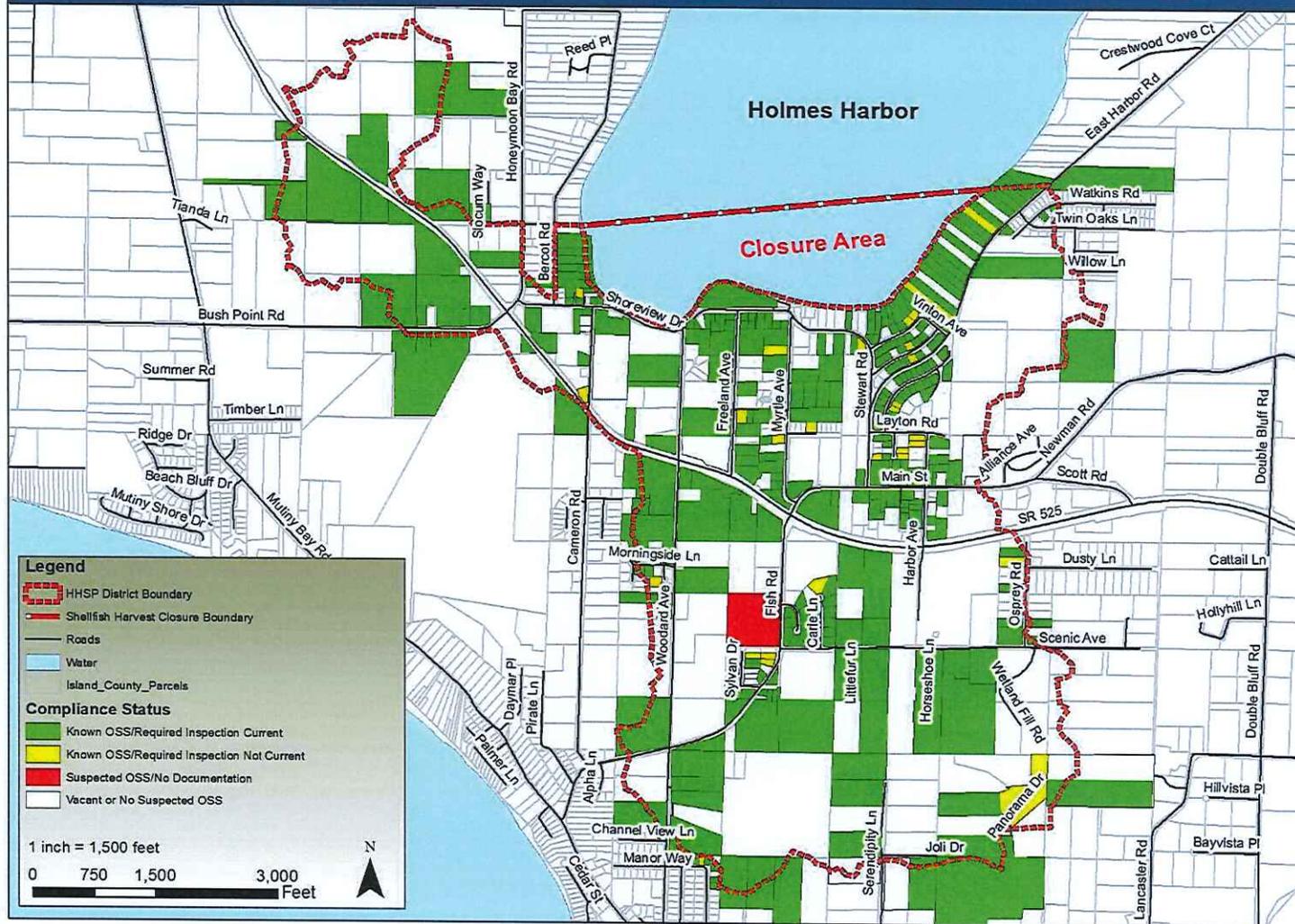




# Holmes Harbor SID Focus Areas

Island County Public Health





# Public Education & Outreach



# Effectiveness Monitoring

- Evaluates effectiveness of corrective actions
- Bacteria levels decreased to acceptable levels
- Shellfish harvest in South Holmes Harbor was re-opened last year

BUT...

- Despite continued efforts, bacteria levels are increasing

# The Smoking Gun

- o Conventional monitoring only *quantifies* fecal bacteria
- o Cannot distinguish *who* it is coming from...i.e. human, pet, deer, goose
- o DNA analysis suggested to definitively *qualify* the source

Byappanahalli M N, Nevers M B, Korajkic A, Staley Z R, Harwood V J. 2012. Enterococci in the Environment. Microbiol. and Molecular Biol. Reviews. 76(4): 685-706. doi 10.1128/MMBR.00023-12.

# Microbial Source Tracking

- MST uses DNA analysis
- Tests for genetic markers in fecal bacteria
- EPA selected Island County for pilot study
  - Analyzed for *presence* or *absence*
    - Ruminant,
    - Human, and/or
    - General

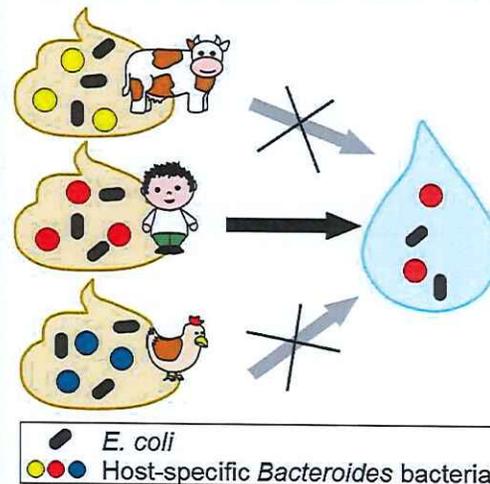


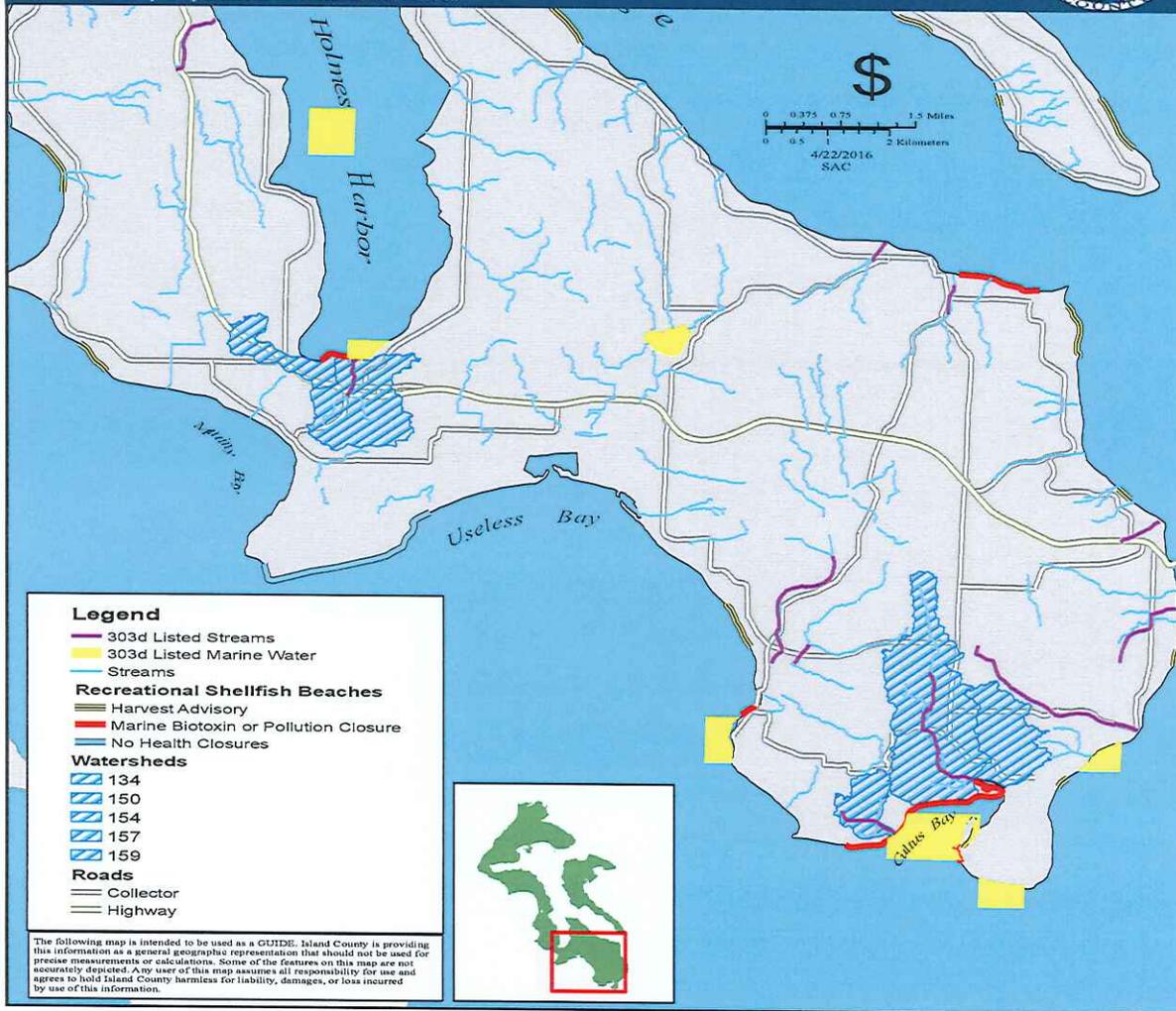
Photo source: [http://www.tzw.de/timm\\_images/abteilungen/altlasten/mst-prinzipskizze.jpg](http://www.tzw.de/timm_images/abteilungen/altlasten/mst-prinzipskizze.jpg)

# MST Limitations

- Considered “experimental science”
- No standardized methods
- No regulatory approval
- Cost prohibitive
- Time consuming
- False negative and false positive results
- Few known markers
- Does not quantify contamination
- Does not replace conventional testing
- No known correlation between MST and FC

Sargeant, D., W. R. Kammin, and S. Collyard. 2011 Nov. Review and Critique of Current Microbial Source Tracking (MST) Techniques. [accessed 2016 Apr. 19]; 11-03-038. [www.ecy.wa.gov/biblio/1103038.html](http://www.ecy.wa.gov/biblio/1103038.html).

**MST Site Selection**  
Island County Department of Natural Resources



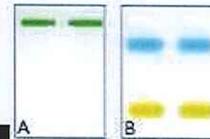
The following map is intended to be used as a GUIDE. Island County is providing this information as a general geographic representation that should not be used for precise measurements or calculations. Some of the features on this map are not accurately depicted. Any user of this map assumes all responsibility for use and agrees to hold Island County harmless for liability, damages, or loss incurred by use of this information.

# Study Objectives

- o Evaluate MST as a source identification tool
- o To plan effective mitigation strategies, public education and outreach, and compliance enforcement
- o To address public and environmental health issues in these watersheds

# Procedure Overview

- o 8 locations, sampled once a month
- o 12 month study - August 2014 through July 2015
- o Sent samples to EPA Region 10 Laboratory
- o Polymerase Chain Reaction analysis

An EPA Sample Collection & Analysis Worksheet Form. The form is a grid with various sections for recording sample information, including date, time, location, and analysis results. It includes fields for 'Sample ID', 'Date', 'Time', 'Location', 'Collector', and 'Analyst'. There are also sections for 'Sample Description', 'Sample Type', and 'Analysis Results'.

# Quality Control

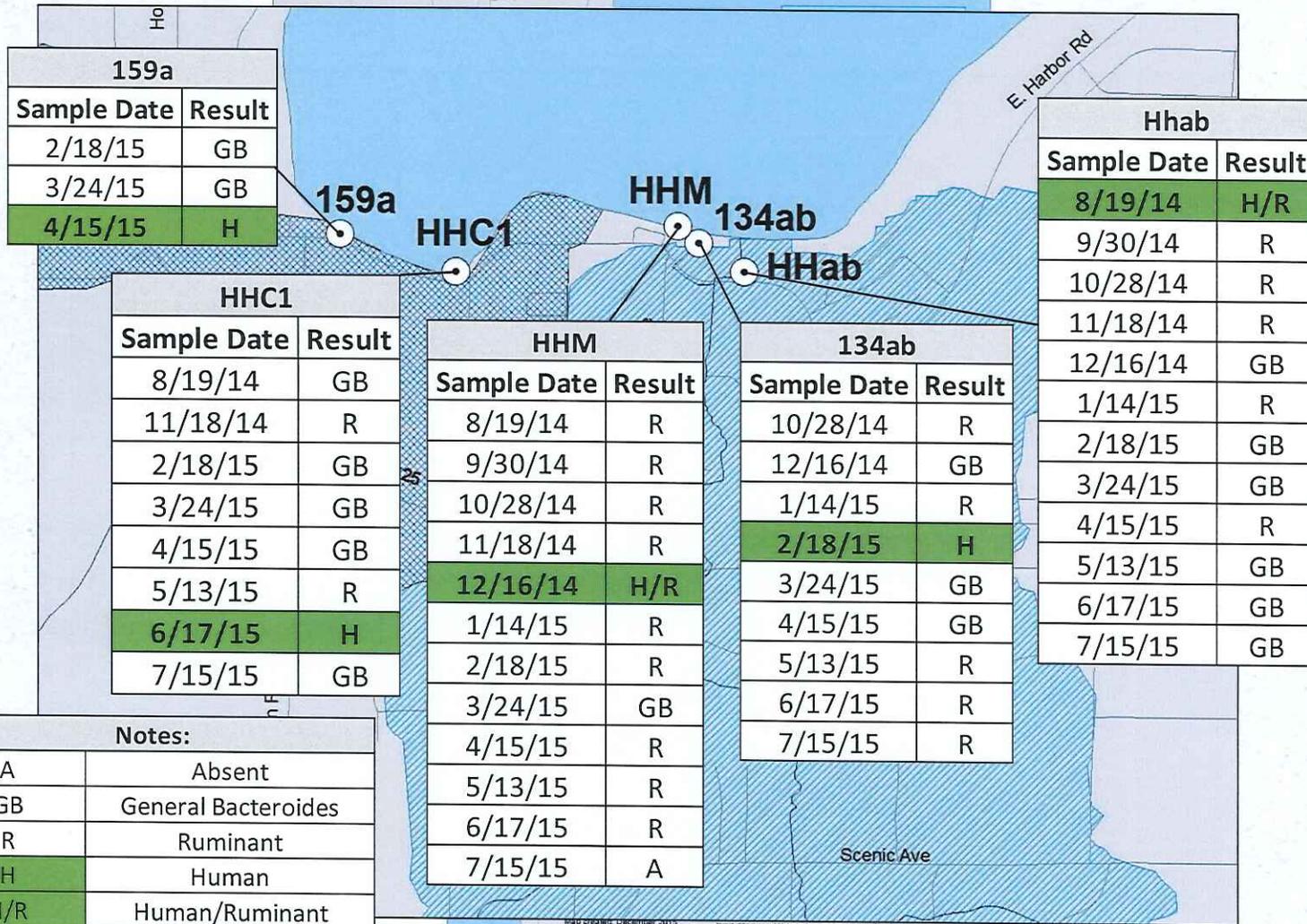
- o Accuracy = closeness to true value
  - ✓ Control samples with known positive and negative values
  - ✓ Blind samples with presence of horse, cow and human feces
- o Precision = repeatability
  - ✓ Field duplicate samples
    - Below detection limit

Island County Public Health and EPA Region 10, OEA Laboratory. 2014. Quality Assurance Project Plan for Island County Public Health Microbial Source Tracking Study.

Bailey, S. Memo to Operations Office faculty, USEPA Region 10 Laboratory, Port Orchard, WA. November 30, 2015.

# 2014-2015 Holmes Harbor MST Sites

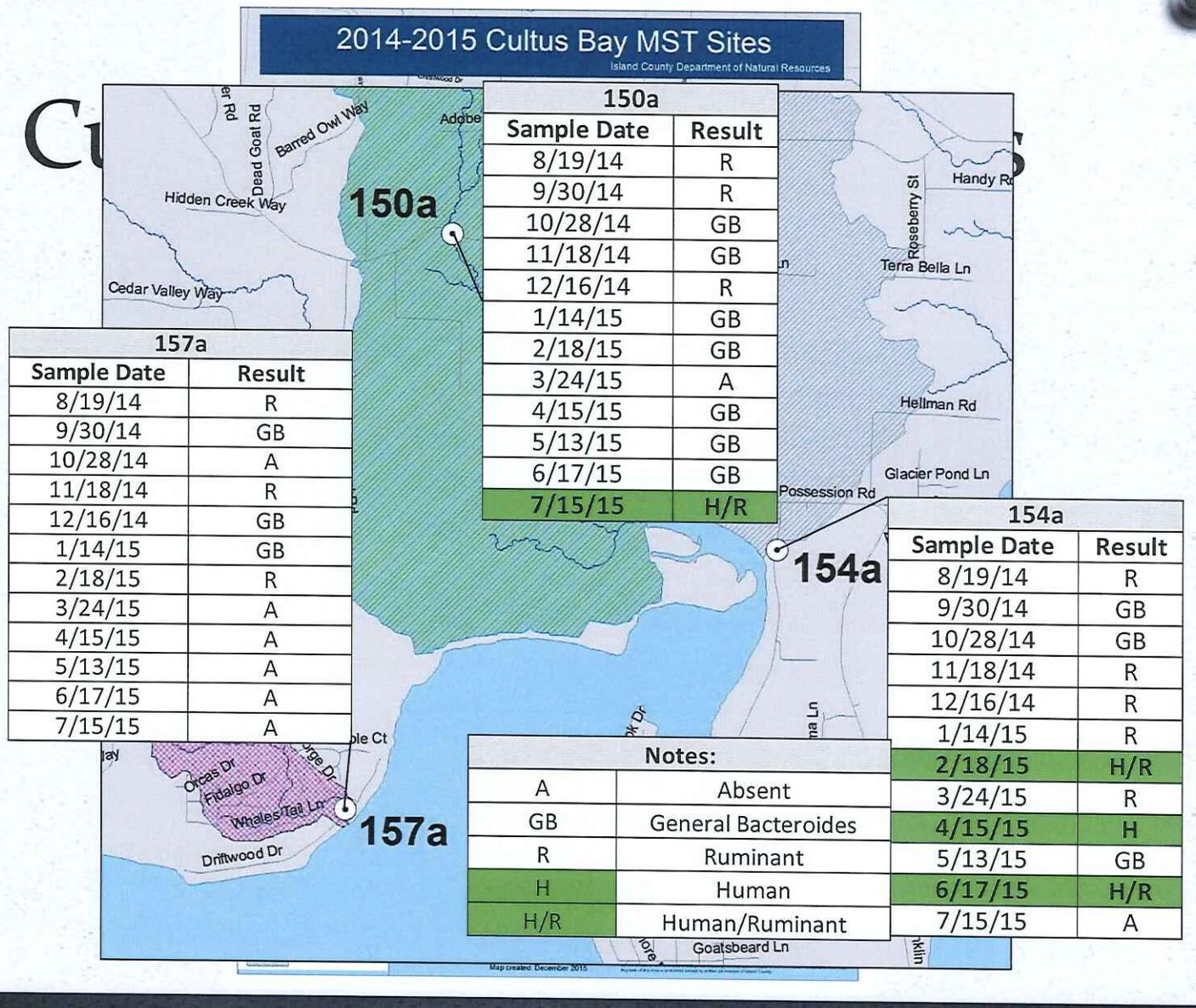
Island County Department of Natural Resources



map created: December 2015

## 2014-2015 Cultus Bay MST Sites

Island County Department of Natural Resources



150a	
Sample Date	Result
8/19/14	R
9/30/14	R
10/28/14	GB
11/18/14	GB
12/16/14	R
1/14/15	GB
2/18/15	GB
3/24/15	A
4/15/15	GB
5/13/15	GB
6/17/15	GB
7/15/15	H/R

157a	
Sample Date	Result
8/19/14	R
9/30/14	GB
10/28/14	A
11/18/14	R
12/16/14	GB
1/14/15	GB
2/18/15	R
3/24/15	A
4/15/15	A
5/13/15	A
6/17/15	A
7/15/15	A

154a	
Sample Date	Result
8/19/14	R
9/30/14	GB
10/28/14	GB
11/18/14	R
12/16/14	R
1/14/15	R
2/18/15	H/R
3/24/15	R
4/15/15	H
5/13/15	GB
6/17/15	H/R
7/15/15	A

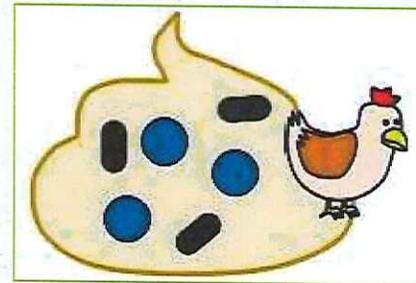
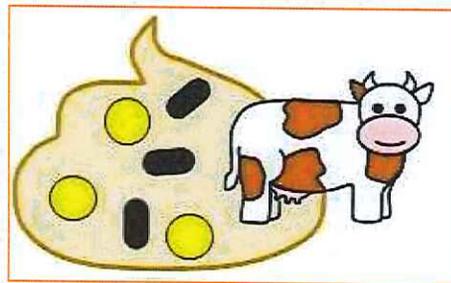
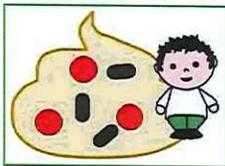
Notes:	
A	Absent
GB	General Bacteroides
R	Ruminant
H	Human
H/R	Human/Ruminant

Map created December 2015

# Discussion

o 92 field samples:

- 4 + for human biomarker only = 4%
- 35 + for ruminant biomarker only = **38%**
- 5 + for both human & ruminant biomarkers = 5%
- 33 + for the general *Bacteroides* biomarker = **36%**
- 15 negative = 16%



# Conclusions

- o Too many limitations
- o This study did not provide unexpected results
- o Continue using conventional source ID methods
  - Explore other techniques/methods
  - Wait for MST to improve
- o Continue to inform/educate the public

# Questions?

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*Department of Natural Resources  
Surface Water Quality Monitoring Program*

**ISLAND COUNTY HEALTH DEPARTMENT  
2015 – 2017 CONSOLIDATED CONTRACT**

**CONTRACT NUMBER: C17111**

**AMENDMENT NUMBER: 8**

**PURPOSE OF CHANGE:** To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and ISLAND COUNTY HEALTH DEPARTMENT 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:
  - Recreational Shellfish Activities - Effective July 1, 2016
- Amends Statements of Work for the following programs:
  - Office of Drinking Water Group A Program - Effective January 1, 2015
  - WIC Nutrition Program - Effective January 1, 2015
- Deletes Statements of Work for the following programs:

2. Exhibit B-8 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-7 Allocations as follows:

- Increase of \$5,640 for a revised maximum consideration of \$1,489,986.
- 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-8 Schedule of Federal Awards, attached and incorporated by this reference, amends and replaces Exhibit C-7.

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.

This section intentionally left blank.



**2015-2017 CONSOLIDATED CONTRACT  
EXHIBIT A  
STATEMENTS OF WORK  
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**DOH Program Name or Title:** Office of Drinking Water Group A Program - Effective January 1,2015 ..... 4  
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**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:** Island County Health Department

**Contract Number:** C17111

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

<b>Funding Source</b> <input checked="" type="checkbox"/> Federal Contractor <input type="checkbox"/> State <input type="checkbox"/> Other	<b>Federal Compliance (check if applicable)</b> <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	<b>Type of Payment</b> <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Fixed Price
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**Period of Performance:** January 1, 2015 through December 31, 2017

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

**Revision Purpose:** The purpose of this revision is to increase Contract Consideration, revise Special Billing Requirements and Special Instructions, and add language to the Description and Outcome in Task 1.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
				Start Date	End Date			
Drinking Water Group A - SS	N/A	346.26.64	2421921C	01/01/15	12/31/16	33,500	2,250	35,750
Drinking Water Group A - TA	N/A	346.26.66	2421921D	01/01/15	12/31/16	4,800	0	4,800
<b>TOTALS</b>						<b>38,300</b>	<b>2,250</b>	<b>40,550</b>

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. Completed Small Water System checklist identifying significant deficiencies, significant findings, observations, recommendations, and referrals for further ODW follow-up 2. Updated Water Facilities Inventory (WFI). 3. Photos of water system with text identifying features 4. Any other supporting documents.	Final Sanitary Survey Reports must be received by the ODW Regional Office within <b>30 calendar days</b> of conducting the sanitary survey.	Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid <b>\$250</b> for each sanitary survey of a non-community system with three or fewer connections.  Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid <b>\$500</b> for each sanitary survey of a non-community system with four or more

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p><i>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.</i></p>		<p>*Final Reports <i>have-been</i> reviewed and accepted by the ODW Regional Office.</p> <p><i>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</i></p>		<p>connections and each community system.</p> <p>Payment is inclusive of all associated costs such as travel, lodging, per diem.</p> <p>Payment is authorized upon receipt and acceptance of the Final Sanitary Survey Report within the 30 day deadline.</p> <p>Late or incomplete reports may not be accepted for payment.</p>
2	<p>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.</p> <p>See Special Instructions for task activity.</p>		<p>Provide completed SPI Report and any supporting documents and photos to ODW Regional Office.</p>	<p>Completed SPI Reports must be received by the ODW Regional Office within <b>2 working days</b> of the service request.</p>	<p>Upon acceptance of the completed SPI Report, the LHJ shall be paid <b>\$800</b> for each SPI.</p> <p>Payment is inclusive of all associated costs such as travel, lodging, per diem.</p> <p>Payment is authorized upon receipt and acceptance of completed SPI Report within the 2 working day deadline.</p> <p>Late or incomplete reports may not be accepted for payment.</p>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3	<p>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.</p> <p>See Special Instructions for task activity.</p>		Provide completed TA Report and any supporting documents and photos to ODW Regional Office.	Completed TA Report must be received by the ODW Regional Office within <b>30 calendar days</b> of providing technical assistance.	<p>Upon acceptance of the completed TA Report, the LHJ shall be paid for each technical assistance activity as follows:</p> <ul style="list-style-type: none"> <li>• Up to 3 hours of work: <b>\$250</b></li> <li>• 3-6 hours of work: <b>\$500</b></li> <li>• More than 6 hours of work: <b>\$750</b></li> </ul> <p>Payment is inclusive of all associated costs such as consulting fee, travel, lodging, per diem.</p> <p>Payment is authorized upon receipt and acceptance of completed TA Report within the 30-day deadline.</p> <p>Late or incomplete reports may not be accepted for payment.</p>
4	<p>LHJ staff performing the activities under tasks 1, 2 and 3 must have completed the mandatory Sanitary Survey Training.</p> <p>See Special Instructions for task activity.</p>		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, and lodging costs in accordance with the current rates listed on the OFM Website <a href="http://www.ofm.wa.gov/resources/travel.asp">http://www.ofm.wa.gov/resources/travel.asp</a>

**\*For Information Only:**

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

**Program Specific Requirements/Narrative**

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

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

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

**Special Billing Requirements**

The LHJ shall submit quarterly invoices within 30 days following the end of the quarter in which work was completed, noting on the invoice the quarter and year being billed for. Payment cannot exceed a maximum accumulative fee of ~~\$33,500~~ **\$35,750** for **Task 1**, and **\$4,800** 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 4 surveys of non-community systems with three or fewer connections to be completed between January 1, 2015 and December 31, 2015.
- No more than 32 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 1 surveys of non-community systems with three or fewer connections to be completed between January 1, 2016 and December 31, 2016.
- No more than 37 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.

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>

**DOH Program Contact**

Brian Boye  
DOH Office of Drinking Water  
20425 – 72<sup>nd</sup> Ave S, Suite 310  
Kent, WA 98032  
[Brian.Boye@doh.wa.gov](mailto:Brian.Boye@doh.wa.gov)  
(253) 395-6778

**DOH Fiscal Contact**

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

**Exhibit A  
Statement of Work  
Contract Term: 2015-2017**

**DOH Program Name or Title:** Recreational Shellfish Activities - Effective July 1, 2016

**Local Health Jurisdiction Name:** Island County Health Department

**Contract Number:** C17111

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

<b>Funding Source</b> <input type="checkbox"/> Federal <Select One> <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	<b>Federal Compliance (check if applicable)</b> <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	<b>Type of Payment</b> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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**Period of Performance:** July 1, 2016 through June 30, 2017

**Statement of Work Purpose:** The purpose of this statement of work is to provide funds for shellfish harvesting safety.

**Revision Purpose:** N/A

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
				Start Date	End Date			
Rec Shellfish / Biotoxin	N/A	334.04.93	26402600	07/01/16	06/30/17	0	3,000	3,000
<b>TOTALS</b>						<b>0</b>	<b>3,000</b>	<b>3,000</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	<b>Biotoxin Monitoring</b> <ul style="list-style-type: none"> <li>Collect samples on schedule according to DOH Biotoxin Monitoring Plan, coordinate deviations from the schedule with DOH, notify DOH in advance if samples cannot be collected.</li> <li>Post / remove recreational shellfish warning and / or classification signs on beaches and restock cages as needed.</li> <li>This may also include recruiting, training, and coordination of volunteers, and fuel reimbursement funds for volunteer biotoxin monitoring.</li> </ul>		Submit report on DOH-approved format of activities for the year, including the number and names of beaches posted for classification.	Email Report to DOH by: 02/15/2017	\$1,000
2	<b>Outreach</b> <ul style="list-style-type: none"> <li>Staff educational booths at local events.</li> <li>Distribute safe shellfish harvesting information.</li> </ul>		Submit report including the number of events staffed, and amount of educational materials distributed.	Email Report to DOH by: 02/15/2017	\$2,000

**\*For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at:

<http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

**Program Specific Requirements/Narrative****Program Manual, Handbook, Policy References**

Department of Health's Biotoin Monitoring Plan

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

Chapter 246-280 WAC

<http://www.doh.wa.gov/CommunityandEnvironment/Shellfish/RecreationalShellfish>

<http://www.doh.wa.gov/AboutUs/ProgramsandServices/EnvironmentalPublicHealth/EnvironmentalHealthandSafety/ShellfishProgram/Biotoxins>

**Special Instructions**

Report for work done the previous year must be submitted via email to Liz Maier by February 15, 2017.

The report format will be provided by DOH and may be modified throughout the contract period via email announcement.

**DOH Program Contact:** Liz Maier, Office of Environmental Health and Safety, PO Box 47824, Olympia WA 98504-7824; 360.236.3308; [liz.maier@doh.wa.gov](mailto:liz.maier@doh.wa.gov)

**DOH Fiscal Contact:** Kristy Warner, Environmental Public Health, PO Box 47820, Olympia WA 98504-7820; 360-236-3742; [kristy.warner@doh.wa.gov](mailto:kristy.warner@doh.wa.gov)

**Exhibit A  
Statement of Work  
Contract Term: 2015-2017**

DOH Program Name or Title: WIC Nutrition Program - Effective January 1, 2015

Local Health Jurisdiction Name: Island County Health Department  
Contract Number: C17111

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

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

<b>Funding Source</b>	<b>Federal Compliance (check if applicable)</b>	<b>Type of Payment</b>
<input checked="" type="checkbox"/> Federal Subrecipient	<input checked="" type="checkbox"/> FFATA (Transparency Act)	<input checked="" type="checkbox"/> Reimbursement
<input type="checkbox"/> State	<input type="checkbox"/> Research & Development	<input type="checkbox"/> Fixed Price
<input type="checkbox"/> Other		

**Statement of Work Purpose:** The purpose is to provide Women, Infants, and Children (WIC) Nutrition Program services by following WIC federal regulations, WIC state office policies and procedures, WIC directives, and other rules. Refer to the Program Specific Requirements section of this document.

**Revision Purpose:** The purpose of this revision is to add FFY16 USDA FMNP funds .

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
				Start Date	End Date			
FFY15 USDA WIC NLS	10.557	333.10.55	76210250	01/01/15	09/30/15	176,264	0	176,264
FFY16 USDA WIC NLS	10.557	333.10.55	76210260	10/01/15	09/30/16	271,053	0	271,053
FFY17 USDA WIC NLS	10.557	333.10.55	76210270	10/01/16	12/31/16	53,421	0	53,421
FFY15 USDA BREASTFEED PEER COUNSEL	10.557	333.10.55	76214250	01/01/15	09/30/16	16,388	0	16,388
FFY15 USDA FMNP OPS	10.572	333.10.57	76540250	01/01/15	09/30/15	400	0	400
FFY16 USDA BREASTFEED PEER COUNSEL	10.557	333.10.55	76214260	01/01/16	09/30/16	12,291	0	12,291
FFY16 USDA FMNP OPS	10.572	333.10.57	76540260	07/01/16	09/30/16	0	390	390
<b>TOTALS</b>						<b>529,817</b>	<b>390</b>	<b>530,207</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
<b>1</b>	<b>WIC Nutrition Program</b>				See "Special Billing Requirements" below
1.1	Maintain authorized participating caseload at 100% based on quarterly average as determined from monthly caseload management reports generated at the state WIC office.  The Department of Health (DOH) State WIC Nutrition Program has the option of reducing authorized participating caseload and corresponding funding when:	7.2	Outcomes based on monthly participation data from state WIC caseload management reports.		

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	1. Unanticipated funding situations occur. 2. Reallocations are necessary to redistribute caseload statewide.  <b>Authorized participating caseload for January 2015 through December 2017 = <u>1,045</u></b>  <b>Authorized participating caseload for October 2015 through December 2017 = <u>1,645</u></b>  <b>Authorized participating caseload for October 2015 through December 2017 = <u>1,045</u></b>				
1.2	Submit the annual Nutrition Education Plan for each year of the Contract.	9.2	Nutrition Education Plan	First year due 03/31/15 Second year due 03/31/16 Third year due 03/31/17	Payment withheld if not received by due date.
1.3	Submit the annual Nutrition Services Expenditure Report for each year of the Contract.	11.2	Nutrition Services Expenditure Report	First year due 11/30/15 Second year due 11/30/16 Third year due 11/30/17	Payment withheld if not received by due date.
1.4	Tell clients about other health services in the agency. If needed, develop written agreements with other health care agencies and refer clients to these services.	3.1	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.5	Provide nutrition education services to clients and caregivers in accordance with federal and state requirements.	3.1	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.6	Issue WIC checks while assuring adequate check security and reconciliation.	11.2	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.7	Collect data, maintain records, and submit reports to effectively enforce the non-discrimination laws (Refer to Civil Rights Assurances below).	7.1	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.8a	Submit WIC and Breastfeeding Peer Counseling Budget Workbook for each year of the contract.	11.2	Budget Workbook	First year due 09/30/15 Second year due 09/30/16 Third year due 09/30/17	
1.8b	Revise and submit WIC Budget Workbook mid-year for each year of the contract.	11.2	Revised Budget Workbook	Mid-year revision due 04/30/15 Mid-year revision due 04/30/16 Mid-year revision due 04/30/17	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2	<b>Breastfeeding Promotion</b>				See "Special Billing Requirements" below
2.1	Provide breastfeeding promotion and support activities in accordance with federal and state requirements	3.1	Status report of chosen activities in Nutrition Education Plan.  Documentation must be available for review by WIC monitor staff.	First year due 03/31/15 Second year due 03/31/16 Third year due 03/31/17  Biennial WIC monitor	
2.2	Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects: <ul style="list-style-type: none"> <li>▪ Change worksite policies of employers who likely employ low income women</li> <li>▪ Provide breastfeeding education to health care providers who serve low income pregnant and breastfeeding women</li> <li>▪ Work with birthing hospitals to improve maternity care practices that affect WIC client breastfeeding rates</li> <li>▪ Provide clients access to lactation consultants</li> <li>▪ Provide staff and community partners breastfeeding training</li> </ul> <p>Other projects will need pre-approval from the State WIC Office.</p>	4.2	Status report of chosen activities in Nutrition Education Plan.  Documentation must be available for review by WIC monitor staff.	First year due 03/31/15 Second year due 03/31/16 Third year due 03/31/17  Biennial WIC monitor	
3	<b>Breastfeeding Peer Counseling Program</b>				See "Special Billing Requirements" below
3.1	Provide breastfeeding peer counseling program activities in accordance with federal and state requirements. The WIC Breastfeeding Peer Counseling Program is meant to enhance, not replace, WIC Breastfeeding Promotion and support activities.	3.1	Breastfeeding Peer Counseling Annual Report from the previous federal fiscal year.  Documentation must be available for review by WIC monitor staff.	First year due 12/31/15 Second year due 12/31/16 Third year due 12/31/17  Biennial WIC monitor	
3.2	Track Breastfeeding Peer Counseling Program expenditures and bill separately from the WIC grant.	3.1	Documentation must be available for review by WIC monitor staff	Biennial WIC monitor	
3.3	As partner agency, maintain an up to date memorandum of understanding (MOU) with Community Action Council of Skagit County to meet the requirements of the Breastfeeding Peer Counseling Program as described in Tasks 3.1 and 3.2.		Breastfeeding Peer Counseling Annual Report from the previous federal fiscal year.  Documentation must be available for review by WIC monitor staff.	First year due 12/31/15 Second year due 12/31/16 Third year due 12/31/17  Biennial WIC monitor	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
4	<b>Farmers Market Nutrition Program (FMNP)</b>				See "Special Billing Requirements" below
4.1	Distribute all Farmers Market Nutrition Program checks to eligible WIC clients between June 1 and September 30 of current year.		Send completed FMNP check registers to banking contractor on a weekly basis following FMNP procedures.  Documentation must be available for review by WIC monitor staff	Weekly June-Sept 2015 Weekly June-Sept 2016 Weekly June-Sept 2017 All registers sent by Oct. 1, 2015, Oct. 1, 2016 and by Oct 1. 2017  Biennial WIC Monitor	

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

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

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

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

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

What is the WIC program?

- (1) The WIC program in the state of Washington is administered by DOH.
- (2) The WIC program is a federally funded program established in 1972 by an amendment to the Child Nutrition Act of 1966. The purpose of the program is to provide nutrition and health assessment; nutrition education; nutritious food; breastfeeding counseling; and referral services to pregnant, breastfeeding, and postpartum women, infants, and young children in specific risk categories.
- (3) Federal regulations governing the WIC program (7 CFR Part 246) require implementation of standards and procedures to guide the state's administration of the WIC program. These regulations define the rights, responsibilities, and legal procedures of WIC employees, clients, persons acting on behalf of a client, and retailers. They are designed to promote:
  - (a) High quality nutrition services;
  - (b) Consistent application of policies and procedures for eligibility determination;
  - (c) Consistent application of policies and procedures for food benefit issuance and delivery; and

(d) WIC program compliance.

(4) The WIC program implements policies and procedures stated in program manuals, handbooks, contracts, forms, and other program documents approved by the USDA Food and Nutrition Service.

(5) The WIC program may impose sanctions against WIC clients for not following WIC program rules stated on the WIC rights and responsibilities.

(6) The WIC program may impose monetary penalties against persons who misuse WIC checks or WIC food but who are not WIC clients.

**Program Manual, Handbook, Policy References:**

The LHJ shall be responsible for providing services according to rules, regulations and other information contained in the following:

- WIC Federal Regulations, USDA, FNS 7CFR Part 246, 3016, 3017 and 3018
- Washington State WIC Nutrition Program Policy and Procedure Manual
- Farmers Market Nutrition Program Federal Regulations, USDA, FNS 7CFR Part 248
- Other directives issued during the term of the Contract

**Staffing Requirements:**

The LHJ must:

- Use Competent Professional Authority staff, as defined by WIC policy, to determine client eligibility, prescribe an appropriate food package and offer nutrition education based on the clients' needs.
- Use a Registered Dietitian (RD) or other qualified nutritionist to provide nutrition services to high risk clients, to include development of a high risk care plan. The RD is also responsible for quality assurance of WIC nutrition services. See WIC Policy for qualifications for a Registered Dietitian and other qualified nutritionist.
- Assign a qualified person to be the Breastfeeding Coordinator to organize and direct local agency efforts to meet federal and state policies regarding breastfeeding promotion and support. The breastfeeding coordinator must be an International Board Certified Lactation Consultant or attend an intensive lactation management course, or other state approved training.

**Restrictions on Funds:**

The LHJ shall follow the instructions found in the Policy and Procedure Manual under WIC Allowable Costs.

**Monitoring Visits:**

Program and fiscal monitoring are done on a Biennial (every two years) basis, and are conducted onsite.

The LHJ must maintain on file and have available for review, audit and evaluation:

- 1) All criteria used for certification, including information on income, nutrition risk eligibility and referrals
- 2) Program requirements
- 3) Nutrition education
- 4) All financial records

**Assurances/Certifications:**

**1. Computer Equipment Loaned by the DOH WIC Nutrition Program**

In order to perform WIC program activities, DOH requires computers and printers to be in local WIC clinics or to be transported to mobile clinics. This equipment ("Loaned Equipment") is owned by DOH, and loaned to the local agency (LHJ). The Loaned Equipment is supported by DOH. This equipment shall be used for WIC business only or according to WIC Policy and Procedures.

An inventory of Loaned Equipment is kept by DOH. Each time Loaned Equipment is changed, the parties shall complete the Equipment Transfer Form and DOH updates the inventory. A copy of the Transfer Form will be provided to the LHJ. Copies of the updated inventory list may be requested at any time.

The LHJ agrees to:

- a. Defend, protect and hold harmless DOH or any of its employees from any claims, suits or actions arising from the use of this Loaned Equipment.
- b. Assume responsibility for any loss or damage from abnormal wear or use, or from inappropriate storage or transportation.

DOH may enforce this by:

- 1) Requiring reimbursement from the LHJ of the value of the Loaned Equipment at the time of the loss or damage.
- 2) Requiring the LHJ to replace the Loaned Equipment with equipment of the same type, manufacturer, and capabilities (as pre-approved by DOH), or
- 3) Assertion of a lien against the LHJ's property.

The Department recommends LHJs carry insurance against possible loss or theft.

## 2. Civil Rights Assurance

The LHJ shall perform all services and duties necessary to comply with federal law in accordance with the following Civil Rights Assurance:

- a. "The LHJ hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the LHJ receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this Contract.
- b. "By accepting this assurance, the LHJ agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the LHJ, its successors, transferees, and assignees, as long as it receives assistance or retains possession of any assistance from DOH. The person or persons whose signatures appear on the contract are authorized to sign this assurance on behalf of the LHJ."

## 3. 7CFR Parts 3016, 3017, 3018

The LHJ shall comply with all the fiscal and operations requirements prescribed by the state agency as directed by Federal WIC Regulations (7CFR part 246.6), 7CFR part 3016, the debarment and suspension requirements of 7CFR part 3017, if applicable, the lobbying restrictions of 7CFR part 3018, and FNS guidelines and instructions and shall provide on a timely basis to the state agency all required information regarding fiscal and program information.

## Special Billing Requirements:

### 1. Definitions

**Contract Period:** January 1, 2015-December 31, 2017

**Contract Budget Period:** The time period for which the funding is budgeted.

- There are four federal budget periods

January 1, 2015 through September 30, 2015;  
 October 1, 2015 through September 30, 2016;  
 October 1, 2016 through September 30, 2017;  
 October 1, 2017 through December 31, 2017.

## 2. Billing Information

- a. Billings are submitted on an A19-1A form, which is coded and provided by DOH prior to each federal fiscal budget period. Submit summary level financial data to support each individual program billing.
- b. A19-1A forms are submitted monthly following the close of each calendar month or upon completion of services, before the end of the federal contract budget period.
- c. Funds are allocated by budget categories (refer to Chart of Accounts Program names) and by state and federal budget periods (refer to the allocation sheet).
- d. Expenses are incurred only during the budget period; no carry forward from previous time periods, or borrowing from future time periods is allowed. Advance payments are not allowed.
- e. Payments for a budget period are limited to the amounts allocated for the budget period for each budget category.
- f. Billings are based on actual costs, with back up documentation retained by the LHJ and available for inspection by DOH or other appropriate authorities.
- g. Payments will be made only for WIC approved expenditures. Refer to the Washington State WIC Nutrition Program Policy and Procedure Manual Volume 2, Chapter 4 – Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**Special Instructions:**

The LHJ shall:

- 1) Maintain complete, accurate, and current accounting of all local, state, and federal program funds received and expended.
- 2) Provide, as necessary, a single audit in accordance with the provisions of OMB Circular A-133. This circular requires the LHJ to have a single audit performed should LHJ spend \$750,000 or more of federal grants or awards from all sources. The LHJ is a subrecipient of federal funds.
- 3) Staff must use Breastfeeding Peer Counseling (BFPC) Program funds only to support the peer counseling program. Once the program is established and peer counselors are trained, the majority of the salary costs must be paid to peer counselors to provide direct services to WIC clients. For a list of allowable costs see Volume 2, Chapter 4 – Allowable Costs. The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC clients.

**Special Requirements:**

Contract Funding Period	Time Period Special Requirement Funds Available	Amount	Description of Special Requirements
January 2015 - September 2015	January 2015 - September 2015	\$12,291	Added in the WIC/USDA Breastfeeding Peer Counseling category to complete the requirements of operating a USDA Loving Support Breastfeeding Peer Counseling program.
October 2015 - September 2016	October 2015 - December 2015	\$4,097	A total of \$4,097 is added for October 2015 through December 2015 in the FFY15 WIC/USDA Breastfeeding Peer Counseling category to complete the requirements of operating a USDA Loving Support Breastfeeding Peer Counseling Program.
January 2015 - September 2015	January 2015 - September 2015	\$10,000	A total of \$10,000 is added in the USDA/WIC Base Funding category to be used for start-up costs related to the transition of caseload to the Oak Harbor WIC clinic.
October 2015 – September 2016	January 2016 – September 2016	\$12,291	Added in the FFY16 WIC/USDA Breastfeeding Peer Counseling category to complete the requirements of operating a USDA Loving Support Breastfeeding Peer Counseling program.

October 2015-September 2016	January 2016-September 2016	\$2,800	Added in the USDA/WIC Nutrition and Local Support Other category to fund training and travel expenses for WIC staff to attend WIC-related trainings. This does not include out of state trainings.
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**Other**

Any program requirements that are not followed may be subject to corrective action, and may result in monetary fines, repayment of funds, or withholding of Contract payment.

**DOH Program Contact**

Barbara A. Krogstad, RDN  
WIC Nutrition Program  
PO Box 47886, Olympia, WA 98504-7886  
[Barbara.Krogstad@doh.wa.gov](mailto:Barbara.Krogstad@doh.wa.gov) 360-236-3711 or 1-800-841-1410 x 3711

**DOH Fiscal Contact**

Kim Henderson, Fiscal Analyst  
WIC Nutrition Program  
PO Box 47886, Olympia, WA 98504-7886  
[Kim.Henderson@doh.wa.gov](mailto:Kim.Henderson@doh.wa.gov) 360-236-3491

EXHIBIT B-8  
ALLOCATIONS  
Contract Term: 2015-2017

Contract Number:  
Date:

C17111  
May 16, 2016

Indirect Rate as of January 2015: 24%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY16 USDA Breastfeed Peer Counsel	7WA700WA1	Amend 5	10.557	333.10.55	01/01/16	09/30/16	10/01/15	09/30/17	\$12,291	\$12,291	\$28,679
FFY15 USDA Breastfeed Peer Counsel	15157WAWA1W5003	Amend 4	10.557	333.10.55	01/01/15	09/30/16	10/01/14	09/30/16	\$4,097	\$16,388	
FFY15 USDA Breastfeed Peer Counsel	15157WAWA1W5003	N/A, Amd 4	10.557	333.10.55	01/01/15	09/30/16	10/01/14	09/30/15	\$12,291		
FFY17 USDA WIC NLS	NGA Not Received	Amend 1	10.557	333.10.55	10/01/16	12/31/16	10/01/16	12/31/16	\$1,930	\$53,421	\$500,738
FFY17 USDA WIC NLS	NGA Not Received	N/A	10.557	333.10.55	10/01/16	12/31/16	10/01/16	12/31/16	\$51,491		
FFY16 USDA WIC NLS	7WA700WA7	Amend 6	10.557	333.10.55	10/01/15	09/30/16	10/01/15	09/30/16	(\$31,482)	\$271,053	
FFY16 USDA WIC NLS	7WA700WA7	Amend 5	10.557	333.10.55	10/01/15	09/30/16	10/01/15	09/30/16	(\$28,950)		
FFY16 USDA WIC NLS	7WA700WA7	Amend 4	10.557	333.10.55	10/01/15	09/30/16	10/01/15	09/30/16	\$115,800		
FFY16 USDA WIC NLS	7WA700WA7	Amend 1	10.557	333.10.55	10/01/15	09/30/16	10/01/15	09/30/16	\$9,720		
FFY16 USDA WIC NLS	7WA700WA7	N/A	10.557	333.10.55	10/01/15	09/30/16	10/01/15	09/30/16	\$205,965		
FFY15 USDA WIC NLS	15157WAWA7W1003	Amend 4	10.557	333.10.55	01/01/15	09/30/15	10/01/14	09/30/15	\$10,000	\$176,264	
FFY15 USDA WIC NLS	15157WAWA7W1003	Amend 1	10.557	333.10.55	01/01/15	09/30/15	10/01/14	09/30/15	\$11,790		
FFY15 USDA WIC NLS	15157WAWA7W1003	N/A	10.557	333.10.55	01/01/15	09/30/15	10/01/14	09/30/15	\$154,474		
<b>FFY16 USDA FMNP Ops</b>	<b>01616Y860447</b>	<b>Amend 8</b>	<b>10.572</b>	<b>333.10.55</b>	07/01/16	09/30/16	10/01/15	09/30/16	<b>\$390</b>	<b>\$390</b>	<b>\$790</b>
FFY15 USDA FMNP Ops	2015IY860447	Amend 3	10.572	333.10.57	01/01/15	09/30/15	10/01/14	09/30/15	\$400	\$400	
FFY16 DSHS SNAP-Ed IAR	16167WAWA5Q390	Amend 4	10.561	333.10.56	10/01/15	09/30/16	10/01/15	09/30/16	\$21,123	\$21,123	\$41,471
FFY15 DSHS SNAP-Ed IAR	15157WAWA5S7504	Amend 1	10.561	333.10.56	01/01/15	09/30/15	10/01/14	09/30/15	\$15,987	\$15,987	
FFY14 DSHS SNAP-Ed IAR Carryforward	14147WAWA5S7503	Amend 2	10.561	333.10.56	01/01/15	09/30/15	10/01/14	09/30/15	(\$968)	\$4,361	
FFY14 DSHS SNAP-Ed IAR Carryforward	14147WAWA5S7503	Amend 1	10.561	333.10.56	01/01/15	09/30/15	10/01/14	09/30/15	\$5,329		
NEP 1-4 Livestock Mgmt AG BMP	00J32601	Amend 1	66.123	333.66.12	01/01/15	12/31/15	07/01/12	01/31/17	\$60,000	\$60,000	\$60,000
NEP 1-4 Onsite Sewage Management	00J32601	Amend 3	66.123	333.66.12	01/01/15	12/31/15	07/01/12	01/31/17	\$3,313	\$133,639	\$133,639
NEP 1-4 Onsite Sewage Management	00J32601	Amend 1	66.123	333.66.12	01/01/15	12/31/15	07/01/12	01/31/17	\$130,326		
NEP 1-4 Pollution ID & Correction	00J32601	Amend 2	66.123	333.66.12	01/01/15	12/31/15	07/01/12	01/31/17	(\$25,029)	\$201,427	\$201,427
NEP 1-4 Pollution ID & Correction	00J32601	Amend 1	66.123	333.66.12	01/01/15	12/31/15	07/01/12	01/31/17	\$226,456		
NEP 5-6 Onsite Sewage Management	00J88801	Amend 5	66.123	333.66.12	01/01/16	12/31/16	10/01/14	08/31/19	\$100,000	\$100,000	\$100,000
NEP 5-6 Swimming BEACH	00J88801	Amend 7	66.123	333.66.12	02/29/16	10/31/16	10/01/14	08/31/19	\$2,100	\$14,300	\$26,500
NEP 5-6 Swimming BEACH	00J88801	Amend 6	66.123	333.66.12	02/29/16	10/31/16	10/01/14	08/31/19	\$12,200		
NEP 5-6 Swimming BEACH	00J88801	Amend 1	66.123	333.66.12	03/01/15	10/31/15	10/01/14	08/31/19	\$12,200	\$12,200	
FFY14 EPR LHJ Funding	U90TP000559	N/A	93.069	333.93.06	01/01/15	06/30/15	07/01/14	06/30/15	\$17,604	\$17,604	\$17,604

EXHIBIT B-8  
ALLOCATIONS  
Contract Term: 2015-2017

Contract Number: C17111  
Date: May 16, 2016

Indirect Rate as of January 2015: 24%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY15 EPR PHEP BP4 LHJ Funding	U90TP000559	Amend 4	93.069	333.93.06	07/01/15	06/30/16	07/01/15	06/30/16	\$65,405	\$65,405	\$65,405
FFY16 317 Ops	H23IP000762	Amend 5	93.268	333.93.26	01/01/16	12/31/16	01/01/16	12/31/16	\$1,610	\$1,610	\$3,837
FFY15 317 Ops	H23IP000762	N/A	93.268	333.93.26	01/01/15	12/31/15	01/01/15	12/31/15	\$2,227	\$2,227	

EXHIBIT B-8  
ALLOCATIONS  
Contract Term: 2015-2017

Contract Number: C17111  
Date: May 16, 2016

Indirect Rate as of January 2015: 24%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY16 AFIX	H23IP000762	Amend 5	93.268	333.93.26	01/01/16	12/31/16	01/01/16	12/31/16	\$5,959	\$5,959	\$14,919
FFY15 AFIX	H23IP000762	N/A	93.268	333.93.26	01/01/15	12/31/15	01/01/15	12/31/15	\$8,960	\$8,960	
FFY16 VFC Ops	H23IP000762	Amend 5	93.268	333.93.26	01/01/16	12/31/16	01/01/16	12/31/16	\$1,104	\$1,104	\$3,173
FFY15 VFC Ops	H23IP000762	N/A	93.268	333.93.26	01/01/15	12/31/15	01/01/15	12/31/15	\$2,069	\$2,069	
FFY16 VFC Ordering	H23IP000762	Amend 5	93.268	333.93.26	01/01/16	12/31/16	01/01/16	12/31/16	\$1,866	\$1,866	\$3,981
FFY15 VFC Ordering	H23IP000762	N/A	93.268	333.93.26	01/01/15	12/31/15	01/01/15	12/31/15	\$2,115	\$2,115	
FFY14 Enhance IIS and VTrckS	H23IP000922	Amend 5	93.733	333.93.73	12/01/15	08/31/16	09/30/14	09/29/16	\$1,316	\$1,316	\$1,316
FFY15 MCHBG CBP ConCon	B04MC28134	N/A	93.994	333.93.99	01/01/15	09/30/15	10/01/14	09/30/15	\$41,853	\$41,853	\$41,853
FFY16 MCHBG LHJ & Other Contracts	B04MC29364	Amend 4	93.994	333.93.99	10/01/15	09/30/16	10/01/15	09/30/16	\$55,804	\$55,804	\$55,804
Puget Sound OSS LMP Implementation		Amend 4	N/A	334.04.93	07/01/15	06/30/17	07/01/15	06/30/17	\$90,000	\$90,000	\$140,000
Puget Sound OSS LMP Implementation		N/A	N/A	334.04.93	01/01/15	06/30/15	07/01/13	06/30/15	\$50,000	\$50,000	
<b>Rec Shellfish / Biotoxin</b>		<b>Amend 8</b>	<b>N/A</b>	<b>334.04.93</b>	07/01/16	06/30/17	07/01/15	06/30/17	<b>\$3,000</b>	<b>\$3,000</b>	<b>\$8,300</b>
Rec Shellfish / Biotoxin		Amend 4	N/A	334.04.93	07/01/15	06/30/16	07/01/15	06/30/17	\$3,000	\$3,000	
Rec Shellfish / Biotoxin (PSAA)		Amend 3	N/A	334.04.93	01/01/15	06/30/15	07/01/13	06/30/15	\$1,300	\$2,300	
Rec Shellfish / Biotoxin (PSAA)		N/A	N/A	334.04.93	01/01/15	06/30/15	07/01/13	06/30/15	\$1,000		
<b>Drinking Water Group A - SS</b>		<b>Amend 8</b>	<b>N/A</b>	<b>346.26.64</b>	01/01/15	12/31/16	01/01/15	06/30/17	<b>\$2,250</b>	<b>\$35,750</b>	<b>\$35,750</b>
Drinking Water Group A - SS		Amend 6	N/A	346.26.64	01/01/15	12/31/16	01/01/15	06/30/17	\$16,500		
Drinking Water Group A - SS		N/A, Amend 6	N/A	346.26.64	01/01/15	12/31/16	01/01/15	06/30/17	\$17,000		
Drinking Water Group A - TA		Amend 6	N/A	346.26.66	01/01/15	12/31/16	01/01/15	06/30/17	\$800	\$4,800	\$4,800
Drinking Water Group A - TA		N/A, Amend 6	N/A	346.26.66	01/01/15	12/31/16	01/01/15	06/30/17	\$4,000		
<b>TOTAL</b>									<b>\$1,489,986</b>	<b>\$1,489,986</b>	
<b>Total consideration:</b>	<b>\$1,484,346</b>										
	<b>\$5,640</b>										
<b>GRAND TOTAL</b>	<b>\$1,489,986</b>										
										<b>GRAND TOTAL</b>	<b>\$1,489,986</b>
										<b>Total Fed</b>	<b>\$1,301,136</b>
										<b>Total State</b>	<b>\$188,850</b>

\*Catalog of Federal Domestic Assistance

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

# Exhibit C-8 Schedule of Federal Awards

AMENDMENT #8

Date: May 16, 2016

ISLAND COUNTY HEALTH DEPT-SWV0000203-00  
 CONTRACT C17111-Island County Health Department  
 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 WIC NLS	333.10.55	NGA Not Received	NGA Not Received	10/01/16	12/31/16	\$53,421	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	NGA Not Received	NGA Not Received
FFY16 USDA WIC NLS	333.10.55	10/01/15	\$8,877,032	10/01/15	09/30/16	\$271,053	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	7WA700WA7	WOMEN, INFANTS AND CHILDREN
FFY16 USDA BREASTFEED PEER COUNSEL	333.10.55	10/01/15	\$1,383,343	01/01/16	09/30/16	\$12,291	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	7WA700WA1	WIC BREASTFEEDING PEER COUNSELOR
FFY15 USDA WIC NLS	333.10.55	10/07/14	\$15,498,793	01/01/15	09/30/15	\$176,264	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	15157WAWA7W1003	FFY15 WIC ADMINISTRATION
FFY15 USDA BREASTFEED PEER COUNSEL	333.10.55	04/30/15	\$1,383,343	01/01/15	09/30/16	\$16,388	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	15157WAWA1W5003	FFY15 USDA WIC BREASTFEEDING PEER COUNSELING
FFY16 DSHS SNAP-ED IAR	333.10.56	09/30/15	\$4,012,002	10/01/15	09/30/16	\$21,123	10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Department of Agriculture Food and Nutrition Service	Requested	Requested
FFY15 DSHS SNAP-ED IAR	333.10.56	09/29/14	\$2,870,126	01/01/15	09/30/15	\$15,987	10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Department of Agriculture Food and Nutrition Service	15157WAWA5S7504	Supplemental Nutrition Assistance Program Education (SNAP-Ed)
FFY14 DSHS SNAP-ED IAR CARRYFORWARD	333.10.56	09/29/14	\$1,114,721	01/01/15	09/30/15	\$4,361	10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Department of Agriculture Food and Nutrition Service	14147WAWA5S7503	Supplemental Nutrition Assistance Program Education (SNAP-Ed)
FFY16 USDA FMNP OPS	333.10.57	10/01/15	\$618,040	07/01/16	09/30/16	\$390	10.572	WIC Farmers' Market Nutrition Program (FMNP)	Department of Agriculture Food and Nutrition Service	01616Y860447	COMMODITY ASSISTANCE PROGRAM (2 YEAR)
FFY15 USDA FMNP OPS	333.10.57	02/26/15	\$93,760	01/01/15	09/30/15	\$400	10.572	WIC Farmers' Market Nutrition Program (FMNP)	Department of Agriculture Food and Nutrition Service	2015Y860447	WIC FARMERS MARKET ADMIN
NEP 5-6 SWIMMING BEACH	333.66.12	09/11/14	\$2,490,000	03/01/15	10/31/16	\$26,500	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	09/01/14	\$5,165,000	01/01/16	12/31/16	\$100,000	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	\$201,427	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	12/31/15	\$133,639	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J32601	PUGET SOUND RESTORATION
NEP 1-4 LIVESTOCK MGMT AG BMP	333.66.12	01/09/11	\$12,178,243	01/01/15	12/31/15	\$60,000	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J32601	PUGET SOUND RESTORATION
FFY15 EPR PHEP BP4 LHJ FUNDING	333.93.06	06/26/15	\$12,132,694	07/01/15	06/30/16	\$65,405	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-8 Schedule of Federal Awards

AMENDMENT #8

Date: May 16, 2016

ISLAND COUNTY HEALTH DEPT-SWV0000203-00  
 CONTRACT C17111-Island County Health Department  
 CONTRACT PERIOD 1/1/2015-12/31/2017

Chart of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period		Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
				Start Date	End Date						
FFY14 EPR LHJ FUNDING	333.93.06	06/30/14	\$12,663,227	01/01/15	06/30/15	\$17,604	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
FFY16 VFC ORDERING	333.93.26	01/19/16	\$3,991,784	01/01/16	12/31/16	\$1,866	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	\$1,104	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	\$5,959	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	\$1,610	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	\$2,115	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	\$2,069	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	\$8,960	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	\$2,227	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
FFY14 ENHANCE IIS AND VTRCKS	333.93.73	09/16/14	\$700,000	12/01/15	08/31/16	\$1,316	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 &
FFY15 MCHBG LHJ & OTHER CONTRACTS	333.93.99	10/22/15	\$1,739,609	10/01/15	09/30/16	\$55,804	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	\$41,853	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
<b>TOTAL</b>						<b>\$1,301,136</b>					



## Agreement No. TCPRA-2016-IsCoPH-00001

### TOXICS CLEANUP REMEDIAL ACTION GRANT PROGRAM AGREEMENT

#### BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

#### AND

ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and ISLAND COUNTY PUBLIC HEALTH DEPARTMENT, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

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#### GENERAL INFORMATION

Project Title:	Island Co. PHD - SA
Total Cost:	\$16,000.00
Total Eligible Cost:	\$16,000.00
Ecology Share:	\$16,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2016
The Expiration Date of this Agreement is no later than:	06/30/2017
Project Type:	Site Assessment (SA)

#### Project Short Description:

Perform Initial Investigations (IIs) and Site Hazard Assessments (SHAs) in accordance with ECOLOGY guidelines and provide information to Ecology for the ranking of sites in accordance with the Washington Ranking Method for Sites in Island County.

#### Project Long Description:

Site Assessment grants are provided to local health districts/departments to fund activities to investigate and evaluate the nature and extent of contamination at properties within their communities. Two main activities are performed under these agreements: Initial Investigations and Site Hazard Assessments.

Initial Investigations (IIs): Local health districts/departments respond to complaints from the public, as reported through ECOLOGY’S Environmental Report Tracking System (ERTS). The purpose of this work is to determine if a release of a hazardous substance has occurred at a site and if further action is required.

Agreement No: TCPRA-2016-IsCoPH-00001

Project Title: Island Co. PHD - SA

Recipient Name: ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

Site Hazard Assessments (SHAs): Local health districts/departments collect information about environmental conditions, waste types, and waste quantities at sites. These conditions may adversely affect the environment by a release of hazardous substances. The information collected during an SHA is used to evaluate environmental and human health risks and to assign a relative risk ranking under the Washington Ranking Method.

Overall Goal:

The goal of the Site Assessment (SA) grant program is to provide funding to local health districts/departments to investigate and evaluate sites that have been potentially contaminated with hazardous substances in Washington State. There are two components to this program: Initial Investigations and Site Hazard Assessments.

Agreement No: TCPRA-2016-IsCoPH-00001  
 Project Title: Island Co. PHD - SA  
 Recipient Name: ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

**RECIPIENT INFORMATION**

Organization Name: ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

Federal Tax ID: 91-6001321  
 DUNS Number: 193740040

Mailing Address: PO Box 5000  
 Coupeville, WA 98239

Physical Address: 1 NE 6th Street  
 Coupeville, Washington 98239

Organization Fax: (360) 679-7390

**Contacts**

<p><b>Project Manager</b></p>	<p>Andrea Krohn                  Environmental Health Specialist II</p> <p>P.O. Box 5000                  Coupeville, Washington 98239                  Email: a.krohn@co.island.wa.us                  Phone: (360) 679-7309</p>
<p><b>Billing Contact</b></p>	<p>Vanya Brown                  Accounting Manager</p> <p>PO Box 5000                  Coupeville, WA 98239-5000                  Coupeville, Washington 98239                  Email: v.brown@co.island.wa.us                  Phone: (360) 678-7889</p>
<p><b>Authorized Signatory</b></p>	<p>Richard M. Hannold                  Chair, Board of County Commissioners</p> <p>PO Box 5000                  Coupeville, Washington 98239                  Email: r.hannold@co.island.wa.us                  Phone: (360) 679-7354</p>

Agreement No: TCPRA-2016-IsCoPH-00001  
 Project Title: Island Co. PHD - SA  
 Recipient Name: ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
 Toxics Cleanup  
 PO BOX 47600  
 Olympia, WA 98504-7600

Physical Address: Toxics Cleanup  
 300 Desmond Drive SE  
 Lacey, WA 98503

**Contacts**

<p><b>Project Manager</b></p>	<p>Donna Musa</p> <p>3190 160th Ave SE                  Bellevue, Washington 98008-5452                  Email: dmus461@ecy.wa.gov                  Phone: (425) 649-7136</p>
<p><b>Financial Manager</b></p>	<p>Matthew Alexander</p> <p>300 Desmond Drive                  Lacey, Washington 98503                  Email: maal461@ecy.wa.gov                  Phone: (360) 407-7606</p>

Agreement No: TCPRA-2016-IsCoPH-00001  
Project Title: Island Co. PHD - SA  
Recipient Name: ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

**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

ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

By: \_\_\_\_\_

By: \_\_\_\_\_

Jim Pendowski  
Toxics Cleanup  
Program Manager  
Date

Richard M. Hannold  
Chair, Board of County Commissioners  
Date

Template Approved to Form by  
Attorney General's Office

Agreement No: TCPRA-2016-IsCoPH-00001

Project Title: Island Co. PHD - SA

Recipient Name: ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

Island County Board of Health

By:

Jill Johnson, Chair

Date

Agreement No: TCPRA-2016-IsCoPH-00001  
Project Title: Island Co. PHD - SA  
Recipient Name: ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

## SCOPE OF WORK

Task Number: 1 **Task Cost: \$9,100.00**

Task Title: INITIAL INVESTIGATIONS J001

### Task Description:

This task funds the RECIPIENT'S costs ECOLOGY determines reasonable and necessary to perform approximately 15 initial investigations. The RECIPIENT shall investigate newly discovered sites that have been identified within the RECIPIENT'S county as being a potential health or environmental risk.

The RECIPIENT shall conduct and report on initial investigations in accordance with ECOLOGY's Initial Investigations Policy 310A and any additional guidance on conducting initial investigations. The RECIPIENT shall also attend any ECOLOGY required training on initial investigations.

With prior approval by ECOLOGY's project manager, the RECIPIENT may reopen certain investigations and conduct extended initial investigations. These may include sampling and analysis or other costs approved in advance by ECOLOGY.

The RECIPIENT may also perform lead assessments under this task in coordination with the Department of Health at properties approved by ECOLOGY. The RECIPIENT may conduct approved lead assessments where an elevated blood lead level has been identified in a child residing at or frequenting the property. The assessment consists of the sampling, analysis, and reporting on materials that potentially contain lead (such as paint, soil, and dust). This includes making recommendations to the family about ways to mitigate exposure to and remediate the lead.

The RECIPIENT shall report lead assessment results to the Department of Health and to ECOLOGY. Costs for lead assessments shall not exceed \$2,000 each without written approval by ECOLOGY.

The RECIPIENT shall forward a copy of site investigation reports to ECOLOGY's project and financial managers within 30 days of a completed initial investigation.

### Task Goal Statement:

Respond and report outcomes of 100% of IIs referred to Island County Public Health Department by Ecology during 2016-2017 period.

### Task Expected Outcome:

Respond to approximately 15 IIs during the year, complete, and submit reports as required by Ecology.

Agreement No: TCPRA-2016-IsCoPH-00001

Project Title: Island Co. PHD - SA

Recipient Name: ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

Recipient Task Coordinator: Andrea Krohn

**INITIAL INVESTIGATIONS J001**

**Deliverables**

Number	Description	Due Date
1.1	The RECIPIENT shall submit a copy of site investigation reports to ECOLOGY's project, financial manager, and statewide SHA Coordinator within 30 days of a completed initial investigation.	

Agreement No: TCPRA-2016-IsCoPH-00001  
 Project Title: Island Co. PHD - SA  
 Recipient Name: ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

**SCOPE OF WORK**

Task Number: 2 **Task Cost: \$2,500.00**

Task Title: SITE HAZARD ASSESSMENTS J001

Task Description:

This task funds the RECIPIENT’S costs ECOLOGY determines reasonable and necessary to perform site hazard assessments and to rank sites. The RECIPIENT shall perform site hazard assessments as defined in the Model Toxics Control Act and rank sites in accordance with the ECOLOGY Site Hazard Assessment (SHA) Guidance and Procedures for the Washington Ranking Method, Ecology Publication 91-73.

The RECIPIENT shall perform approximately 1 site hazard assessment under this task. Sites from the Confirmed or Suspected Hazardous Sites list and those pending formal cleanup actions are generally considered a higher priority for assessment. The RECIPIENT shall confirm with ECOLOGY that the proposed site is approved for work under this task prior to incurring costs.

If the RECIPIENT is performing SHAs at leaking underground storage tank (LUST) sites approved by ECOLOGY, additional eligible costs may be allowed. This includes costs for the development and implementation of sampling and analysis plans (SAPs) approved by ECOLOGY. Sampling and analysis costs at these LUST sites may not exceed \$10,000, without written approval by ECOLOGY

Task Goal Statement:

Annually, complete SHAs at approximately 1 selected site

Task Expected Outcome:

Complete approximately 1 SHA and SHA report to Ecology with ranking or NFA recommendations.

Recipient Task Coordinator: Andrea Krohn

**SITE HAZARD ASSESSMENTS J001**

**Deliverables**

Number	Description	Due Date
2.1	1 Site Ranking Report or NFA with copies submitted to ECOLOGY’s project, financial manager, and statewide SHA Coordinator	

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Project Title: Island Co. PHD - SA  
Recipient Name: ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

**SCOPE OF WORK**

Task Number: 3 **Task Cost: \$4,400.00**

Task Title: GRANT AND PROJECT ADMINISTRATION J001

Task Description:

This task funds RECIPIENT’S costs ECOLOGY deems reasonable and necessary to administer the grant and projects under each task.

The RECIPIENT shall document on the progress report the staff time spent on each activity and at each site.

The RECIPIENT shall submit copies of requested site records to ECOLOGY, including copies of photographs documenting site visits.

Eligible administrative costs may also include those incurred performing activities to:

- Administer the grant, develop, and maintain grant files.
- Prepare and submit payment requests, and progress reports.
- Purchase services, supplies, tools, and equipment needed to accomplish grant tasks.

(Equipment purchases are conditionally eligible and require prior written approval by ECOLOGY’s financial manager.)

- Attend training events approved in advance, including related travel costs. Training may be billed under Tasks 1-3 as appropriate.

Spending Plans:

- The RECIPIENT shall submit a spending plan to ECOLOGY. The spending plan identifies the amount by quarter in which the RECIPIENT plans to bill ECOLOGY for accumulated costs through the term of the agreement.
- The spending plan must be updated at least quarterly to reflect actual expenditures and projections for the remainder of grant/loan reimbursement requests.
- The spending plans must be included with each payment request/progress report as an update to the Remedial Action Spending Plan form in EAGL.

Travel & Per Diem:

- ECOLOGY will reimburse travel costs at the state per diem rate in effect when the costs were incurred. Any costs incurred over the state rate will be the sole responsibility of the contractor or recipient unless an exception is provided in writing by the financial manager prior to the costs being incurred. The RECIPIENT may bill costs related to vehicle usage at the state approved mileage rate. Any other motor pool costs, such as the cost of parking the RECIPIENT's vehicles at their own office, purchasing, or maintaining vehicles are considered part of overhead and may not be direct billed to this grant.

Phone Services:

- Mobile phones/landlines and related phone services that are used to carry out SA grant related activities must be paid for out of the overhead rate charged to the grant. Long distance calls on landlines associated with SA grant activities may be direct billed.

Overhead/Indirect Costs:

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 Project Title: Island Co. PHD - SA  
 Recipient Name: ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

- RECIPIENT may bill up to 25% of salaries and benefits (S/B) for their indirect costs associated with managing the grant and grant activities.

Task Goal Statement:

To manage the grant and project, and complete all administrative documentation and billings in accordance with accounting standards, the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

Task Expected Outcome:

Project documentation will be properly developed and maintained in accordance with the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

Recipient Task Coordinator: Andrea Krohn

**GRANT AND PROJECT ADMINISTRATION J001**

**Deliverables**

Number	Description	Due Date
3.1	Timely grant payment requests/progress reports (PR/PR) with proper documentation.	
3.2	Updated spending plan with each PR/PR.	



Agreement No: TCPRA-2016-IsCoPH-00001  
 Project Title: Island Co. PHD - SA  
 Recipient Name: ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

**Funding Distribution Summary**

**Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
Island Co. PHD - SA	0.00 %	\$ 0.00	\$ 16,000.00	\$ 16,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 16,000.00</b>	<b>\$ 16,000.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

N/A

**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

Agreement No: TCPRA-2016-IsCoPH-00001  
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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.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov>.

Agreement No: TCPRA-2016-IsCoPH-00001

Project Title: Island Co. PHD - SA

Recipient Name: ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

## 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 or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

#### 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

Agreement No: TCPRA-2016-IsCoPH-00001  
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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 may require approval by ECOLOGY prior to purchase.
- 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](mailto: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 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

Agreement No: TCPRA-2016-IsCoPH-00001  
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Recipient Name: ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

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 contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS 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.

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c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

## 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

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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

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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:

a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

b. 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.

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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>.

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## 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. 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.

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

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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 12/25/2015