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 15th, 2018 Regular Session Attachment: Draft Minutes
May 17th, 2018 Special Session Attachment: Draft Minutes

Public Input /Comments: The Board values the public’s input. This time is set aside to hear from the public on subjects of a health related nature, not on the scheduled agenda. All information given 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 comment to three minutes. The Board may entertain public comment on specific agenda items when discussed.

Presentations:

1. CHAB Update Mary Anderson
2. CHAB Application: Robert May Attachment: Letter of Recommendation
3. CHAB Application: Ryan O’Donnell Attachment: Letter of Recommendation

Contracts: Keith Higman, Public Health Director will present two items as follows:


Report from Public Health: Keith Higman/Brad Thomas

Board Announcements:

Adjourn: The next Regular Session of the Island County Board of Health will be held at 1:00pm on July 17th, 2018 in the Commissioners’ Hearing Room (B-102) in the Coupeville Annex Building.
Members Present: Commissioner Richard M. Hannold; Commissioner Helen Price Johnson; Mayor Bob Severns; Capt. Christine Sears (Ex-officio member); Dr. Grethe Cammermeyer; and Dr. Brad Thomas, Executive Secretary of the Board.

Members Absent: Commissioner Jill Johnson (excused).

Call to Order: Commissioner Richard M. Hannold, Chair, called to order this Regular Session of the Island County Board of Health at 1:02 p.m.

Additions or Changes to the Agenda: Mayor Bob Severns moved to approve the May 15th, 2018 Agenda as presented. Commissioner Helen Price Johnson seconded the motion. May 15th, 2018 Agenda approved, as presented.

Approval of Minutes: Commissioner Helen Price Johnson moved to approve the meeting minutes of April 17th, 2018 as presented. Mayor Bob Severns seconded the motion. Minutes of April 17th, 2018 approved, as presented.

Public Input or Comment: None.

Presentations:

1. Joanne Pelant and Catherine Reid from Island County Human Services presented the Board with a Housing/Homelessness Update. Their presentation consisted of a legislative update and data on housing affordability and homelessness.

Contracts: Keith Higman, Health Services Director, presented two contract amendments as follows:

1. Contract No. 201801013, Amendment No. 1: Interlocal Agreement between Island County and Whatcom County: Youth Marijuana Prevention Program
2. Contract No. K1403, Amendment No. 2, with WA State Health Care Authority: Medicaid Admin Claiming

Commissioner Helen Price Johnson moved to approve Contract No. 201801013 Amendment No. 1 and Contract No. K1403, Amendment No. 2. Mayor Bob Severns seconded the motion. Both contracts were approved unanimously.

Legislative Update: None.

Report from Public Health: Keith Higman, Health Services Director discussed:

1. Thursday night, 5/17, is the 2018 Linda Lee Martens Memorial Community Health Hero Awards ceremony taking place at 5:00 pm at the Whidbey Island Nordic Lodge
2. As requested at the April 17, 2018 Board meeting, a joint meeting with CHAB will be scheduled in the fall
3. WhidbeyHealth is reinstating their SANE program which offers evaluation and help of victims of sexual assault
4. The EPA PISCES Project honored Washington State as one of the top five in the country to receive recognition in their “Exceptional Projects” category. Participating local health jurisdictions, including Island County, the Department of Ecology, and Craft 3, collaborated to create the Regional On-Site Sewage System Loan Program.
5. Staff will be bringing forward proposed code language for our On-Site Sewage System Rules. Staff has been using a dated policy to make decisions on proposed remodeling of residences. Legal counsel has advised that the policy language should be rolled into county code.
Board Announcement/Comments:

1. Jill Wood, the chair of the statewide Environmental Public Health Directors, has been invited to participate in the Puget Sound Partnership day on the Hill in Washington D.C. to advocate for preserving and protecting Puget Sound.

2. Last week the Washington State Association of Counties adopted 2019 legislative priorities that include advocacy for the Department of Health’s Foundational Public Health Services. We are expecting it to be a 70 million dollar ask, a portion of which is directed at county and local governments.

Adjourn: There being no further business before the Island County Board of Health, meeting adjourned at 2:17 p.m.

The next Regular Session of the Island County Board of Health will be held Tuesday, June 19th at 1:00 pm in the Commissioners’ Hearing Room (B-102) in the Coupeville Annex Building.

Commissioner Richard M. Hannold officially announced that a Special Session of the Board of Health and CHAB will be held this Thursday at 5:00 pm to celebrate the 2018 Linda Lee Martens Memorial Community Health Hero awards at the Nordic Lodge in Coupeville.

Submitted: ___________________________ Minutes approved this _____ day of___________ 2018

Brad Thomas, MD

ISLAND COUNTY BOARD OF HEALTH

____________________________________
Commissioner Richard M. Hannold, Chair
This is the joint session of the Board of Health and the Community Health Advisory Board (CHAB) which convenes to annually honor recipients of the Linda Lee Martens Community Health Hero awards.

Members Present: Commissioner Helen Price Johnson, Commissioner Richard Hannold, Commissioner Jill Johnson, Dr. Grethe Cammermeyer, and Mayor Bob Severns

5:18 p.m. Call to Order and Welcome: Commissioner Richard M. Hannold called the Board of Health meeting to order. Chair Rene Denman called the Community Health Advisory Board (CHAB) meeting to order. Ms. Denman welcomed all guests and provided a brief introduction to CHAB and the history of the Linda Lee Martens Community Health Hero Award.

5:30 p.m. Presentation of Special Recognitions and Awards: Special Recognitions were presented by Board of Health members to the following individuals and agencies: ECEAP Policy Council, Stanwood Camano Area Foundation - accepted by Oisteen Boge, President of the SCAF, Yvette Fletcher, Sandra Lounsbery - accepted by Veronica Benalcazar, Sandra’s manager at ECEAP, Sonya Lohr, and Debbie Lacy.

Health Hero Awards were presented by Board of Health members to Island County Sno-Isle Libraries, South Whidbey High School Social Justice Club and Mike and Kathy Long – Accepted by Dianne Shriner, friend of Mike and Kathy.

6:05 p.m. Adjourn: Ms. Denman adjourned the CHAB Meeting. Commissioner Hannold adjourned the Board of Health meeting.

Submitted: Brad Thomas, MD

Minutes approved this ___ day of ______ 2018

Brad Thomas, M.D., Executive Secretary to the Board of Health (360) 240-5575

Commissioner Richard M Hannold, Chair
June 19th, 2018

TO: Island County Board of Health

FROM: Keith Higman, Health Services Director

RE: Community Health Advisory Board (CHAB) Recommendation: Robert May

It is with pleasure that I recommend Mr. Robert May to the Island County Board of Health for appointment to sit on the Island County Community Health Advisory Board (CHAB). Mr. May has spent thirty years serving the community through emergency services as an EMT and Paramedic. He has provided education in an effort to drive down unnecessary instances of preventable injuries and illness.

Robert currently serves as a Firefighter and Paramedic for WhidbeyHealth as well as a community resource Paramedic. He is currently the Chief Medic at WhidbeyHealth where he leads and coordinates six paramedic units that respond to dozens of 911 emergency Medical service calls daily.

Robert graduated from Oak Harbor High School. He is very involved in the community including volunteering his time to provide fire suppression, EMS, and rescue to the Oak Harbor Fire Department and coaching youth soccer. He has held leadership roles for both the North Whidbey Youth Soccer and Sunrise Rotary organizations.

If appointed, Robert is enthusiastic about participating in CHAB meetings and consequential work that comes from decisions made by CHAB members. He would avail himself to both the mission and the needs of the established participants. Ultimately, his passion lies in helping to bridge the “access to care” chasm. He believes there are opportunities to connect underutilized services to underserved populations.

I am pleased to recommend to the Island County Board of Health the appointment of Mr. Robert May to sit on the Island County Community Health Advisory Board.

Sincerely,

Keith Higman, MPH
Health Services Director

Attachment: CHAB Application to Serve
June 19th, 2018

TO: Island County Board of Health

FROM: Keith Higman, Health Services Director

RE: Community Health Advisory Board Recommendation Ms. Ryan O’Donnell, MS, LMHC, CMHS

It is with pleasure that I introduce Ms. Ryan O’Donnell to the Island County Board of Health. Ms. O’Donnell attended Texas A&M University where she received a Bachelor of Science in Sociology in 2009 and in 2011, a Master of Science in Counseling, with specializations in Community Mental Health and Marriage and Family Therapy. She has been working at Compass Health since 2012 and has served as an Outpatient Clinician, Clinical Supervisor and currently as the Program Manager of Children’s Intensive Services.

One of the main reasons that Ms. O’Donnell would like to join CHAB is the impact working on the CHIP Depression and Suicide workgroup had on her. She walked away from that experience both inspired and motivated to do more for the community she lives in recognizing her participation with CHAB will benefit both the community and her family. She feels that her knowledge of the mental health system would be a valuable addition to CHAB.

If appointed, Ms. O’Donnell wants to use her experience and skills developed in working in an outreach and community based mental health program to provide a unique perspective and voice for people suffering from mental illness. She would be able to share research she is learning through her work and make suggestions to the Board.

Sincerely,

Keith Higman, MPH
Health Services Director
PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as “DOH”, and ISLAND COUNTY PUBLIC 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:
   □ Amends Statements of Work for the following programs:
      • Maternal & Child Health Block Grant - Effective January 1, 2018
      • Office of Emergency Preparedness & Response - Effective January 1, 2018
      • WIC Nutrition Program - Effective January 1, 2018
   □ Deletes Statements of Work for the following programs:

2. Exhibit B-2 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-1 Allocations as follows:
   □ Increase of $37,118 for a revised maximum consideration of $890,570.
   □ 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-2 Schedule of Federal Awards, attached and incorporated by this reference, amends and replaces Exhibit C-1.

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

ISLAND COUNTY BOARD OF
COUNTY COMMISSIONERS

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

Chair
Board of County Commissioners

Signature
Date

Print Name
Title

Print Name
Title

ISLAND COUNTY BOARD OF HEALTH

APPROVED AS TO FORM ONLY
Assistant Attorney General

Chair
Board of Health

Date

Print Name
Title
<table>
<thead>
<tr>
<th>DOH Program Name or Title</th>
<th>Title</th>
<th>Page</th>
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<tr>
<td>Maternal &amp; Child Health Block Grant- Effective January 1, 2018</td>
<td>..........................................................</td>
<td>4</td>
</tr>
<tr>
<td>Office of Emergency Preparedness &amp; Response - Effective January 1, 2018</td>
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<td>8</td>
</tr>
<tr>
<td>WIC Nutrition Program - Effective January 1, 2018</td>
<td>..........................................................</td>
<td>14</td>
</tr>
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</table>
DOH Program Name or Title: Maternal & Child Health Block Grant-Effective January 1, 2018

Local Health Jurisdiction Name: Island County Public Health Department

Contract Number: CLH18246

Statement of Work Purpose: The purpose of this statement of work is to support local interventions that impact the target population of the Maternal and Child Health Block Grant.

Revision Purpose: The purpose of this revision is to shift unspent FFY18 funds from October-December 2017 to the Consolidated Contract that began in January 2018.

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<tr>
<th>Chart of Accounts Program Name or Title</th>
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<th>BARS Revenue Code</th>
<th>Master Index Code</th>
<th>Funding Period (LHJ Use Only) Start Date</th>
<th>End Date</th>
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<td>41,853</td>
<td>6,005</td>
<td>47,858</td>
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Maternal and Child Health Block Grant (MCHBG) Administration

<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task/Activity/Description</th>
<th>*May Support PHAB Standards/Measures</th>
<th>Deliverables/Outcomes</th>
<th>Due Date/Time Frame</th>
<th>Payment Information and/or Amount</th>
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<tbody>
<tr>
<td>1a</td>
<td>Participate in calls, at a minimum of every</td>
<td></td>
<td>Designated LHJ staff</td>
<td>September 30, 2018</td>
<td>Reimbursement for actual costs,</td>
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<td></td>
<td>quarter, with DOH contract manager. Dates and</td>
<td></td>
<td>will participate in</td>
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<td>not to exceed total funding</td>
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<td>time for calls are mutually agreed upon between</td>
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<td>contract management</td>
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<td>consideration. Action Plan and</td>
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<td></td>
<td>DOH and LHJ</td>
<td></td>
<td>calls.</td>
<td></td>
<td>Progress Reports must only reflect</td>
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<tr>
<td>1b</td>
<td>Report actual expenditures for October 1, 2017</td>
<td></td>
<td>Submit actual</td>
<td>May 26, 2018</td>
<td>activities paid for</td>
</tr>
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<td></td>
<td>through March 31, 2018</td>
<td></td>
<td>expenditures using</td>
<td></td>
<td>with funds provided in this</td>
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<td></td>
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<td>the MCHBG Budget</td>
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<td>statement of work for the</td>
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<td></td>
<td>Workbook to DOH</td>
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<td>specified funding period.</td>
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<td></td>
<td></td>
<td></td>
<td>contract manager</td>
<td></td>
<td>See Program</td>
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<td>1c</td>
<td>Develop 2018-2019 MCHBG Budget Workbook for</td>
<td></td>
<td>Submit MCHBG Budget</td>
<td>September 5, 2018</td>
<td>See Program</td>
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<td>October 1, 2018 through September 30, 2019</td>
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<td>Workbook to DOH</td>
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<td>using DOH provided template.</td>
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<td>contract manager</td>
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<td>Task Number</td>
<td>Task/Activity/Description</td>
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<td></td>
<td>MCHBG Assessment and Evaluation</td>
<td></td>
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<td></td>
<td>Specific Requirements and Special Billing Requirements.</td>
</tr>
<tr>
<td>2a</td>
<td>Participate in project evaluation activities developed and coordinated by DOH, as requested.</td>
<td></td>
<td>Documentation using report template provided by DOH</td>
<td>September 30, 2018</td>
<td>Reimbursement for actual costs, not to exceed total funding consideration.</td>
</tr>
<tr>
<td>2b</td>
<td>Report program level strategy measure data (CSHCN, UDS, ACEs).</td>
<td></td>
<td>Documentation using report template provided by DOH</td>
<td>January 15, 2018</td>
<td>See Program Specific Requirements and Special Billing Requirements.</td>
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<td></td>
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<td>April 15, 2018</td>
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<td></td>
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<td>July 15, 2018</td>
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<tr>
<td></td>
<td>MCHBG Implementation</td>
<td></td>
<td></td>
<td></td>
<td>Specific Requirements and Special Billing Requirements.</td>
</tr>
<tr>
<td>3b</td>
<td>Report activities and outcomes of 2017-2018 MCHBG Action Plan using DOH- provided template.</td>
<td></td>
<td>Submit Action Plan monthly reports to DOH contract manager</td>
<td>Monthly, on or before the 15th of the following month</td>
<td>Action Plan and Progress Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period.</td>
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<td></td>
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<td></td>
<td>See Program Specific Requirements and Special Billing Requirements.</td>
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<tr>
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<tr>
<td>4a</td>
<td>Complete Child Health Intake Form (CHIF) using the CHIF Automated System on all infants and children served by the CSHCN Program as referenced in CSHCN Program Manual. Ensure client data is collected on all children served by CSHCN contractors, including neurodevelopmental centers, regional maxillofacial coordinators, and the DOH Newborn Screening Program.</td>
<td>Submit CHIF data into Secure File Transport (SFT) website: <a href="https://sft.wa.gov">https://sft.wa.gov</a></td>
<td>January 15, 2018 April 15, 2018 July 15, 2018</td>
<td>Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period. See Program Specific Requirements and Special Billing Requirements.</td>
<td></td>
</tr>
<tr>
<td>4b</td>
<td>Administer requested DOH Diagnostic and Treatment funds for infants and children per CSHCN Program Manual when funds are used.</td>
<td>Submit completed Health Services Authorization forms and Central Treatment Fund requests directly to the CSHCN Program as needed.</td>
<td>30 days after forms are completed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4c</td>
<td>Participate in the CSHCN Regional System and quarterly meetings as described in the CSHCN Program Manual.</td>
<td>Submit Action Plan monthly reports including number of regional meetings attended to the DOH contract manager.</td>
<td>Monthly, on or before the 15th of the following month</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*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](http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf)

**Program Specific Requirements/Narrative**

**Special Requirements**

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

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

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

**Program Manual, Handbook, Policy References**

Exhibit A, Statements of Work
Revised as of March 15, 2018

Contract Number CLH18246-2
Restrictions on Funds (what funds can be used for which activities, not direct payments, etc.)

1. At least 30% of federal Title V funds must be used for preventive and primary care services for children and at least 30% must be used for services for children with special health care needs. [Social Security Law, Sec. 505(a)(3)].

2. Funds may not be used for:
   a. Inpatient services, other than inpatient services for children with special health care needs or high risk pregnant women and infants, and other patient services approved by Health Resources and Services Administration (HRSA).
   b. Cash payments to intended recipients of health services.
   c. The purchase or improvement of land, the purchase, construction, or permanent improvement of any building or other facility, or the purchase of major medical equipment.
   d. Meeting other federal matching funds requirements.
   e. Providing funds for research or training to any entity other than a public or nonprofit private entity.
   f. Payment for any services furnished by a provider or entity who has been excluded under Title XVIII (Medicare), Title XIX (Medicaid), or Title XX (social services block grant). [Social Security Law, Sec 504(b)].

3. If any charges are imposed for the provision of health services using Title V (MCH Block Grant) funds, such charges will be pursuant to a public schedule of charges; will not be imposed with respect to services provided to low income mothers or children; and will be adjusted to reflect the income, resources, and family size of the individual provided the services. [Social Security Law, Sec. 505 (1)(D)].

Monitoring Visits (frequency, type)
Telephone calls with contract manager at least one every quarter, and annual site visit.

Special Billing Requirements
Payment is contingent upon DOH receipt and approval of all deliverables and an acceptable A19-1A invoice voucher. Payment to completely expend the “Total Consideration” for a specific funding period will not be processed until all deliverables are accepted and approved by DOH. Invoices must be submitted monthly by the 30th of each month following the month in which the expenditures were incurred and must be based on actual allowable program costs. Billing for services on a monthly fraction of the “Total Consideration” will not be accepted or approved.

DOH Program Contact
Kara Seaman
Community Consultant
Office of Family and Community Health Improvement
Washington State Department of Health
Street Address: 310 Israel Rd SE, Tumwater, WA 98501
Mailing Address: PO Box 47848, Olympia, WA 98504
Telephone: 360-236-3963/ Fax: 360-236-3646
Email: Kara.Seaman@doh.wa.gov
DOH Program Name or Title: Office of Emergency Preparedness & Response - Effective January 1, 2018

Local Health Jurisdiction Name: Island County Public Health Department

Contract Number: CLH18246

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

Period of Performance: January 1, 2018 through June 30, 2018

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

Revision Purpose: The purpose of this revision is to add unspent funds from the prior contract period July-December 2017 and remove Task #8.

<table>
<thead>
<tr>
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<th>End Date</th>
<th>Current Consideration</th>
<th>Change Increase (+)</th>
<th>Total Consideration</th>
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<tbody>
<tr>
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<td>06/30/18</td>
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<td>26,289</td>
<td>52,232</td>
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<td></td>
<td></td>
<td></td>
<td>25,943</td>
<td>26,289</td>
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<tr>
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<th>*May Support PHAB Standards/Measures</th>
<th>Deliverables/Outcomes</th>
<th>Due Date/Time Frame</th>
<th>Payment Information and/or Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Attend emergency preparedness events, (e.g. trainings, meetings, conference calls, and conferences) as necessary to advance LHJ preparedness or complete the deliverables in this statement of work.</td>
<td></td>
<td>Submit end of year progress report.</td>
<td>June 30, 2018</td>
<td>Reimbursement for actual costs not to exceed total funding consideration amount.</td>
</tr>
<tr>
<td>2</td>
<td>Complete reporting templates as requested by DOH to comply with program and federal grant requirements (e.g. performance measures, gap analysis, mid-year and end-of-year reporting templates, etc.)</td>
<td></td>
<td>Submit completed templates to DOH</td>
<td>June 30, 2018</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Use established procedures to activate a public health emergency response plan within the jurisdiction. Test the following: How the command structure is utilized to manage emergency response The relationship between the LHJ and the county Emergency Operations Center (EOC) during a response.</td>
<td></td>
<td>Submit end of year progress report. Submit the most recent Public Health Emergency Response Plan. Submit documentation of the use of the Public Health Emergency Response Plan during an incident</td>
<td>June 30, 2018</td>
<td></td>
</tr>
<tr>
<td>Task Number</td>
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<tr>
<td>4</td>
<td>Use established decision making protocol to support the Local Health Officer (LHO) and the Public Health Administrator in making policy level decisions during an emergency.</td>
<td></td>
<td>Submit end of year progress report.</td>
<td>June 30, 2018</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4.1 Document that Public Health, Medical and Mortuary Response is identified in the Public Health Emergency Plan and is integrated with the City and County Emergency Plans.</td>
<td></td>
<td>Submit documented use of the decision making protocol used during an emergency to DOH</td>
<td></td>
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</tr>
<tr>
<td>5</td>
<td>Maintain Washington Secure Electronic Communication, Urgent Response and Exchange System (WASECURES) program as the primary emergency notification system within the LHJ and include all critical LHJ positions as registered users.</td>
<td></td>
<td>Submit end of year progress report.</td>
<td>June 30, 2018</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5.1 Conduct a notification drill using WASECURES.</td>
<td></td>
<td>A list of registered users to include their title and role in the emergency response plan.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes:** Registered users must log in quarterly at a minimum. DOH will provide on-site technical assistance to LHJs, as needed, on utilizing WASECURES. LHJs may choose to utilize other notification systems in addition to WASECURES.
<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task/Activity/Description</th>
<th>*May Support PHAB Standards/Measures</th>
<th>Deliverables/Outcomes</th>
<th>Due Date/Time Frame</th>
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</tr>
</thead>
</table>
| 6           | Use established procedures for your LHJ to request assistance from the local Emergency Operations Center (EOC), neighboring LHJs, and DOH during disasters.  
- Identify how resources are coordinated with the local EOC.  
- Identify how to coordinate the logistical issues to receive resources from DOH and other partners.  (If LHJs rely on local Emergency Management (EM) or other partners to coordinate logistical issues for receiving resources, and the local EM plan documents this fact, that documentation will suffice.) |                                      | Submit AARs and IAPs that includes documentation of the elements listed.                | June 30, 2018       |                                  |
| 7           | Use established procedures and plans to inform the public of threats to health and safety by various means. Include a list of the various mechanisms used by your LHJ for releasing information to the public during drills, exercises or incident response.  
7.1) Create and maintain templates for news releases for categories of public health hazards. |                                      | Submit AARs and messaging used to inform the public during drills, exercise or incident response. Include a summary of how communication tools were used.  
Submit sample templates. | June 30, 2018       |                                  |
| 8           | Participate in evaluation of response capabilities based on a standard evaluation tool created by DOH. | Submit end of year progress report. | June 30, 2018 |                                  |
| 9 8         | Use established procedures to gain and maintain situational awareness during an incident.  
Use forms and processes for collecting key data elements during disasters including:  
- The functionality of critical public health operations  
- The functionality of critical healthcare facilities and the services they provide  
- The functionality of critical infrastructure serving public health and healthcare facilities (roads, water, sewer, power, communications)  
- Number of disease cases  
- Number of fatalities attributed to an incident |                                      | Submit end of year progress report.  
Submit an AAR which includes how these plans and forms were used to maintain situational awareness during all drills, exercises and real world incidents.  
Submit SitReps that include the data elements listed and a summary of how it was disseminated.  
Data collection form templates. | June 30, 2018       |                                  |
<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task/Activity/Description</th>
<th>Deliverables/Outcomes</th>
<th>Due Date/Time Frame</th>
<th>Payment Information and/or Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.1</td>
<td>Create an ESF#8 situation report form based on an established planning cycle to include, at a minimum, the data elements listed above.</td>
<td>Submit ESF#8 SitReps used during drills, exercises or real world incidents.</td>
<td>June 30, 2018</td>
<td></td>
</tr>
<tr>
<td>9.2</td>
<td>Demonstrate disseminating situation reports to ESF#8 response partners</td>
<td>Submit agenda and sign in sheets, including attendee signatures and contact information, for trainings conducted on situational awareness.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.3</td>
<td>Train staff on all procedures established to maintain situational awareness during an incident.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>10</td>
<td>Participate in one or more exercises or real world incidents testing each of the following: The process for requesting and receiving mutual aid resources The process for gaining and maintaining situational awareness Development of an ESF#8 situation report, or compilation of situational awareness information to be included in a County situation report EOC or ICS activation The COOP plan for the LHJ</td>
<td>Submit end of year progress report. Submit AAR and Improvement Plan for each drill/exercise/incident.</td>
<td>June 30, 2018</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Update or develop procedures to request, receive and dispense medical countermeasures.</td>
<td>Submit end of year progress report.</td>
<td>June 30, 2018</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Use established procedures and plans to manage spontaneous health and medical volunteers during disaster response, including roles non-vetted volunteers can perform.</td>
<td>Submit end of year progress report.</td>
<td>June 30, 2018</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Implement the Continuity of Operations Plan (COOP) plan for the local health jurisdiction. Demonstrate the following: Identification of essential services to sustain LHJ mission and operations Implementation of the Line of succession and</td>
<td>Submit end of year progress report. Submit the most current COOP and AAR documenting COOP implementation demonstrating the elements listed.</td>
<td>June 30, 2018</td>
<td></td>
</tr>
<tr>
<td>Task Number</td>
<td>Task/Activity/Description</td>
<td>*May Support PHAB Standards/Measures</td>
<td>Deliverables/Outcomes</td>
<td>Due Date/Time Frame</td>
</tr>
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<td>-----------------------------------------------------------------------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>14 13</td>
<td>Provide notification to DOH for all instances involving a public health response by the LHJ to an emergency utilizing emergency response plans and structures.</td>
<td></td>
<td>Submit end of year progress report. Submit Incident Action Plans, Situation Reports and After Action Reports.</td>
<td>June 30, 2018</td>
</tr>
<tr>
<td>15 14</td>
<td>Provide LHJ situation reports to DOH during all incidents involving an emergency response by the LHJ.</td>
<td></td>
<td>Submit end of year progress report. Provide Situation Reports.</td>
<td>June 30, 2018</td>
</tr>
<tr>
<td>16 15</td>
<td>Submit essential elements of information (EEIs) during incident response upon request by DOH.</td>
<td></td>
<td>Submit end of year progress report. Provide information upon request.</td>
<td>June 30, 2018</td>
</tr>
<tr>
<td>17 16</td>
<td>Participate in the regional healthcare coalition and attend coalition meetings as necessary</td>
<td></td>
<td>Submit end of year progress report. Provide a summary of participation in coalition activities.</td>
<td>June 30, 2018</td>
</tr>
<tr>
<td>18 17</td>
<td>Provide notification to the DOH Duty Officer at 360-888-0838 or <a href="mailto:hanalert@doh.wa.gov">hanalert@doh.wa.gov</a> for all response.</td>
<td></td>
<td>Submit end of year progress report. Documentation that notification to DOH was provided; or statement that no incident response occurred.</td>
<td>June 30, 2018</td>
</tr>
</tbody>
</table>

*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:

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

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

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.
DOH Program Contact:
Jennifer Albertson, Contract and Finance Specialist
Department of Health
P O Box 47960, Olympia, WA 98504-7960
jennifer.albertson@doh.wa.gov
PHEP/HPP Deliverable Submission email address: concondeliverables@doh.wa.gov
DOH Program Name or Title: WIC Nutrition Program - Effective January 1, 2018  
Local Health Jurisdiction Name: Island County Public Health Department  
Contract Number: CLH18246

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

Period of Performance: January 1, 2018 through December 31, 2020

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 funds in the FFY18 CSS USDA WIC Program Mgmt and the FFY18 CSS USDA FMNP Program Mgmt categories. Add Tasks 4 and 4.1 and add a Special Requirement.

<table>
<thead>
<tr>
<th>Chart of Accounts Program Name or Title</th>
<th>CFDA #</th>
<th>BARS Revenue Code</th>
<th>Master Index Code</th>
<th>Funding Period (LHJ Use Only) Start Date</th>
<th>End Date</th>
<th>Current Consideration</th>
<th>Change Increase (+)</th>
<th>Total Consideration</th>
</tr>
</thead>
<tbody>
<tr>
<td>FFY18 CSS USDA WIC PROGRAM MGMT</td>
<td>10.557</td>
<td>333.10.55</td>
<td>76211280</td>
<td>01/01/18</td>
<td>09/30/18</td>
<td>165,935</td>
<td>4,400</td>
<td>170,335</td>
</tr>
<tr>
<td>FFY19 CSS USDA WIC PROGRAM MGMT</td>
<td>10.557</td>
<td>333.10.55</td>
<td>76211290</td>
<td>10/01/18</td>
<td>09/30/19</td>
<td>212,960</td>
<td>0</td>
<td>212,960</td>
</tr>
<tr>
<td>FFY20 CSS USDA WIC PROGRAM MGMT</td>
<td>10.557</td>
<td>333.10.55</td>
<td>TBD</td>
<td>10/01/19</td>
<td>09/30/20</td>
<td>212,960</td>
<td>0</td>
<td>212,960</td>
</tr>
<tr>
<td>FFY21 CSS USDA WIC PROGRAM MGMT</td>
<td>10.557</td>
<td>333.10.55</td>
<td>TBD</td>
<td>10/01/20</td>
<td>12/31/20</td>
<td>53,240</td>
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<td>53,240</td>
</tr>
<tr>
<td>FFY18 CSS USDA BF PEER COUNSELING</td>
<td>10.557</td>
<td>333.10.55</td>
<td>76211286</td>
<td>01/01/18</td>
<td>09/30/18</td>
<td>12,291</td>
<td>0</td>
<td>12,291</td>
</tr>
<tr>
<td>FFY18 CSS USDA FMNP PROGRAM MGMT</td>
<td>10.572</td>
<td>333.10.57</td>
<td>76211284</td>
<td>01/01/18</td>
<td>09/30/18</td>
<td>0</td>
<td>424</td>
<td>424</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>657,386</strong></td>
<td><strong>4,824</strong></td>
<td><strong>662,210</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task/Activity/Description</th>
<th>*May Support PHAB Standards/Measures</th>
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<th>Due Date/Time Frame</th>
<th>Payment Information and/or Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>WIC Nutrition Program</td>
<td></td>
<td></td>
<td></td>
<td>See “Special Billing Requirements” below.</td>
</tr>
</tbody>
</table>
| 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. |
<table>
<thead>
<tr>
<th>Task Number</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>1.  Unanticipated funding situations occur.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>2.  Reallocations are necessary to redistribute caseload statewide.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td><strong>Authorized participating caseload for January 2018 through December 2020 = 1,010</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Submit the annual Nutrition Services Plan for each year of the Contract.</td>
<td>9.2</td>
<td>Nutrition Services Plan</td>
<td>First year due 11/30/18</td>
<td>Payment withheld if not received by due date.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Second year due 11/30/19</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Third year due 11/30/20</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Submit the annual Nutrition Services Expenditure Report for each year of the Contract.</td>
<td>11.2</td>
<td>Nutrition Services Expenditure Report</td>
<td>First year due 11/30/18</td>
<td>Payment withheld if not received by due date.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Second year due 11/30/19</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Third year due 11/30/20</td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>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.</td>
<td>3.1</td>
<td>Documentation must be available for review by WIC monitor staff.</td>
<td>Biennial WIC monitor</td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Provide nutrition education services to clients and caregivers in accordance with federal and state requirements.</td>
<td>3.1</td>
<td>Documentation must be available for review by WIC monitor staff.</td>
<td>Biennial WIC monitor</td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Issue WIC checks while assuring adequate check security and reconciliation.</td>
<td>11.2</td>
<td>Documentation must be available for review by WIC monitor staff.</td>
<td>Biennial WIC monitor</td>
<td></td>
</tr>
<tr>
<td>1.7</td>
<td>Collect data, maintain records, and submit reports to effectively enforce the non-discrimination laws (Refer to Civil Rights Assurances below).</td>
<td>7.1</td>
<td>Documentation must be available for review by WIC monitor staff.</td>
<td>Biennial WIC monitor</td>
<td></td>
</tr>
<tr>
<td>1.8a</td>
<td>Submit WIC and Breastfeeding Peer Counseling Budget Workbook for each year of the contract.</td>
<td>11.2</td>
<td>Budget Workbooks</td>
<td>First year due 09/30/18</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Second year due 09/30/19</td>
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<td></td>
<td>Third year due 09/30/20</td>
<td></td>
</tr>
<tr>
<td>1.8b</td>
<td>Revise and submit WIC Budget Workbook mid-year for each year of the contract.</td>
<td>11.2</td>
<td>Revised Budget Workbook</td>
<td>Mid-year revision due 04/30/18</td>
<td></td>
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<td></td>
<td></td>
<td>Mid-year revision due 04/30/19</td>
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<tr>
<td>Task Number</td>
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<td>-------------------------------------------------------------</td>
</tr>
<tr>
<td>2</td>
<td>Breastfeeding Promotion</td>
<td></td>
<td>3.1</td>
<td>Status report of chosen activities in Nutrition Services Plan.</td>
<td>First year due 11/30/18 Second year due 11/30/19 Third year due 11/30/20</td>
</tr>
<tr>
<td>2.1</td>
<td>Provide breastfeeding promotion and support activities in accordance with federal and state requirements</td>
<td>3.1</td>
<td></td>
<td></td>
<td>See “Special Billing Requirements” below</td>
</tr>
<tr>
<td>2.1.1</td>
<td>Provide breastfeeding promotion and support activities in accordance with federal and state requirements</td>
<td>3.1</td>
<td>Status report of chosen activities in Nutrition Services Plan.</td>
<td>First year due 11/30/18 Second year due 11/30/19 Third year due 11/30/20</td>
<td>Biennial WIC monitor</td>
</tr>
<tr>
<td>2.2</td>
<td>Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects:</td>
<td>4.2</td>
<td>Status report of chosen activities in Nutrition Services Plan.</td>
<td>First year due 11/30/18 Second year due 11/30/19 Third year due 11/30/20</td>
<td>Biennial WIC monitor</td>
</tr>
<tr>
<td></td>
<td>- Change worksite policies of employers who likely employ low income women</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- Provide breastfeeding education to health care providers who serve low income pregnant and breastfeeding women</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Work with birthing hospitals to improve maternity care practices that affect WIC client breastfeeding rates</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- Provide clients access to lactation consultants</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- Provide staff and community partners breastfeeding training</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Other projects will need pre-approval from the State WIC Office.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Breastfeeding Peer Counseling Program</td>
<td></td>
<td>3.1</td>
<td>Breastfeeding Peer Counseling Annual Report and expenditures from the previous federal fiscal</td>
<td>First year due 12/31/18 Second year due</td>
</tr>
<tr>
<td>3.1</td>
<td>Provide breastfeeding peer counseling program activities in accordance with federal and state requirements. The WIC Breastfeeding Peer</td>
<td>3.1</td>
<td></td>
<td></td>
<td></td>
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<tr>
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</tr>
<tr>
<td></td>
<td>Counseling Program is meant to enhance, not replace, WIC Breastfeeding Promotion and support activities.</td>
<td></td>
<td>year. Documentation must be available for review by WIC monitor staff.</td>
<td>12/31/19 Third year due 12/31/20</td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Track Breastfeeding Peer Counseling Program expenditures and bill separately from the WIC grant.</td>
<td>3.1</td>
<td>Documentation must be available for review by WIC monitor staff.</td>
<td>Biennial WIC monitor</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td><strong>Farmers Market Nutrition Program (FMNP)</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>See “Special Billing Requirements” below</strong></td>
</tr>
</tbody>
</table>

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**Program Specific Requirements/Narrative**

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

**Program Manual, Handbook, Policy References:**
The LHJ shall be responsible for providing services according to rules, regulations and other information contained in the following:

Exhibit A, Statements of Work  Page 17 of 21  Contract Number CLH18246-2
Revised as of March 15, 2018
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

Definitions:
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.

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.

   c. Notify DOH immediately of any damage to Loaned Equipment.
   d. Notify DOH prior to moving or replacing any Loaned Equipment.

   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, 2018 - December 31, 2020

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

   - There are four federal budget periods
     January 1, 2018 through September 30, 2018;  
     October 1, 2018 through September 30, 2019;  
     October 1, 2019 through September 30, 2020;  
     October 1, 2020 through December 31, 2020.

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 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. 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:**

<table>
<thead>
<tr>
<th>Contract Funding Period</th>
<th>Time Period Special Requirement Funds Available</th>
<th>Amount</th>
<th>Description of Special Requirement</th>
</tr>
</thead>
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<td>January 2018 - September 2018</td>
<td>January 2018 - September 2018</td>
<td>$12,291</td>
<td>Added in the USDA/WIC Breastfeeding Peer Counseling category to complete the requirements of operating a USDA Loving Support Breastfeeding Peer Counseling program.</td>
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<tr>
<td>January 2018 – September 2018</td>
<td>January 2018 – September 2018</td>
<td>$490</td>
<td>Added in the Client Services Section (CSS) USDA WIC Program Mgmt category for height board plus shipping costs.</td>
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<tr>
<td>January 2018- September 2018</td>
<td>January 2018- September 2018</td>
<td>$4,400</td>
<td>Added in the USDA/WIC Program Management “Other” category to fund training and travel expenses for WIC staff to attend WIC-related trainings. This doesn’t include out of state trainings.</td>
</tr>
</tbody>
</table>

**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**

Kathi LLoyd, HSC3  
WIC Nutrition Program  
PO Box 47886, Olympia, WA 98504-7886  
Kathi.LLoyd@doh.wa.gov  
360-236-3965 or 1-800-841-1410 x 3965

**DOH Fiscal Contact**

Danielle VanDerhoof, Fiscal Analyst  
WIC Nutrition Program  
PO Box 47886, Olympia, WA 98504-7886  
Danielle.VanDerhoof@doh.wa.gov  
360-236-3676 or 1-800-841-1410 x 3676
<table>
<thead>
<tr>
<th>Chart of Accounts</th>
<th>Program Title</th>
<th>Federal Award Identification #</th>
<th>Amend #</th>
<th>CFDA*</th>
<th>BARS Revenue Code**</th>
<th>Statement of Work Funding Period</th>
<th>DOH Use Only Chart of Accounts Funding Period</th>
<th>Amount</th>
<th>Funding Period Sub Total</th>
<th>Chart of Accounts Total</th>
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<td>333.10.55</td>
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<td>SFY1 Lead Environments of Children</td>
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<td>YR 20 SRF - Local Asst (15%)(FS) - SS</td>
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<tr>
<td>Chart of Accounts Program Title</td>
<td>Federal Award Identification #</td>
<td>Amend #</td>
<td>CFDA* Code**</td>
<td>Statement of Work Funding Period Start Date</td>
<td>End Date</td>
<td>DOH Use Only Chart of Accounts Funding Period Start Date</td>
<td>End Date</td>
<td>Amount</td>
<td>Sub Total</td>
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<td>N/A</td>
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<td>01/01/18</td>
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</table>

**Total:**

- **Total consideration:** $853,452
- **Total Fed:** $786,170
- **Total State:** $104,400
- **Total:** $890,570

*Catalog of Federal Domestic Assistance

**Federal revenue codes begin with "333". State revenue codes begin with "334".*
## Exhibit C-2 Schedule of Federal Awards

**Exhibit C-2 Schedule of Federal Awards**

**AMENDMENT #2**

**Date:** March 15, 2018

**CONTRACT CLH18246-Island County Public Health Department**

**CONTRACT PERIOD:** 01/01/2018-12/31/2020

---

<table>
<thead>
<tr>
<th>Chart of Accounts Program Title</th>
<th>DOH Federal Award Date</th>
<th>Total Amt Federal Award</th>
<th>Allocation Period Start Date</th>
<th>Allocation Period End Date</th>
<th>Contract Amt</th>
<th>CFDA</th>
<th>CFDA Program Title</th>
<th>Federal Agency Name</th>
<th>Federal Award Identification Number</th>
<th>Federal Grant Award Name</th>
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<td>10/01/20</td>
<td>12/31/20</td>
<td>$53,240</td>
<td>10.557</td>
<td>Special Supplemental Nutrition Program for Women, Infants, and Children</td>
<td>Department of Agriculture Food and Nutrition Service</td>
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<tr>
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<td>09/30/20</td>
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<td>Department of Agriculture Food and Nutrition Service</td>
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<td>FFY19 CSS USDA WIC PROGRAM MGMT</td>
<td>10/01/18</td>
<td>09/30/19</td>
<td>$212,960</td>
<td>10.557</td>
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<td>NGA Not Received</td>
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<tr>
<td>FFY18 CSS USDA WIC PROGRAM MGMT</td>
<td>10/02/17</td>
<td>09/30/18</td>
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<td>Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program</td>
<td>Environmental Protection Agency Region 10</td>
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<td>PUGET SOUND SHELLFISH STRATEGIC INITIATIVE LEAD</td>
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<td>66.472</td>
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<td>IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM</td>
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<td>$47,858</td>
<td>93.994</td>
<td>Maternal and Child Health Services Block Grant to the States</td>
<td>Department of Health and Human Services Health Resources and Services Administration</td>
<td>B04MC31524</td>
<td>MATERNAL AND CHILD HEALTH SERVICES</td>
<td></td>
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</table>

**TOTAL** $786,170
Agreement No. W2RLSWFA-1719-IsCoPH-00020

WASTE 2 RESOURCES LOCAL SOLID WASTE FINANCIAL ASSISTANCE 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.

GENERAL INFORMATION

Project Title: 2017-19 LSWFA Island County SWE

Total Cost: $185,000.00
Total Eligible Cost: $131,502.85
Ecology Share: $98,627.14
Recipient Share: $32,875.71
The Effective Date of this Agreement is: 07/01/2017
The Expiration Date of this Agreement is no later than: 06/30/2019
Project Type: Solid Waste Enforcement

Project Short Description:
Island County Public Health Department will spend $131,502.85 to enforce solid waste codes and monitor solid waste facilities for compliance.

Project Long Description:
N/A

Overall Goal:
Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.
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

<table>
<thead>
<tr>
<th>Project Manager</th>
<th>Andrea Krohn</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Environmental Health Specialist II</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 5000</td>
</tr>
<tr>
<td></td>
<td>Coupeville, Washington 98239</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:a.krohn@co.island.wa.us">a.krohn@co.island.wa.us</a></td>
</tr>
<tr>
<td></td>
<td>Phone: (360) 679-7309</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Billing Contact</th>
<th>Vanya Brown</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Accounting Manager</td>
</tr>
<tr>
<td></td>
<td>PO Box 5000</td>
</tr>
<tr>
<td></td>
<td>Coupeville, WA 98239-5000</td>
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<tr>
<td></td>
<td>Coupeville, Washington 98239</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:v.brown@co.island.wa.us">v.brown@co.island.wa.us</a></td>
</tr>
<tr>
<td></td>
<td>Phone: (360) 678-7889</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Authorized Signatory</th>
<th>Helen Price Johnson</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Board of Island County Commissioners</td>
</tr>
<tr>
<td></td>
<td>PO Box 5000</td>
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<tr>
<td></td>
<td>Coupeville, Washington 98239</td>
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<tr>
<td></td>
<td>Email: <a href="mailto:district1@co.island.wa.us">district1@co.island.wa.us</a></td>
</tr>
<tr>
<td></td>
<td>Phone: (360) 679-7357</td>
</tr>
</tbody>
</table>
ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Waste 2 Resources
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Waste 2 Resources
300 Desmond Drive SE
Lacey, WA 98503

Contacts

<table>
<thead>
<tr>
<th>Project Manager</th>
<th>Diana Wadley</th>
</tr>
</thead>
</table>
|                 | 3190 - 160th Ave SE
|                 | Bellevue, Washington 98008-5452
|                 | Email: dwad461@ecy.wa.gov
|                 | Phone: (425) 649-7056 |

<table>
<thead>
<tr>
<th>Financial Manager</th>
<th>Diana Wadley</th>
</tr>
</thead>
</table>
|                   | 3190 - 160th Ave SE
|                   | Bellevue, Washington 98008-5452
|                   | Email: dwad461@ecy.wa.gov
|                   | Phone: (425) 649-7056 |
AUTHORIZING SIGNATURES

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

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

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

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

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

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

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

Washington State
Department of Ecology

By:
Laurie Davies
Waste 2 Resources
Program Manager

ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

By:
Helen Price Johnson
Board of Island County Commissioners

Template Approved to Form by
Attorney General’s Office

Version 10/30/2015
SCOPE OF WORK

Task Number: 1 Task Cost: $131,502.85

Task Title: Solid Waste Enforcement

Task Description:
Activity- Solid Waste Handling Facilities/Sites (Permitted/Exempt)

The RECIPIENT will monitor solid waste handling facility compliance with applicable state solid waste regulations including but not limited to Chapter 173-350 WAC (Solid Waste Handling Standards), Chapter 173-351 WAC (Criteria for Municipal Solid Waste Landfills), Chapter 173-304 WAC (Minimum Functional Standards for Solid Waste Handling), and any related local solid waste regulations, or codes. RECIPIENT will accomplish monitoring of solid waste handling facilities and sites as prescribed by the applicable solid waste regulation(s), including but not limited to permitting inspections and oversight, review of groundwater data, and annual review of financial assurance.

New solid waste permit applications and notices of exemption considered during the grant period for facilities not listed in this task may be managed under this agreement.

There are 15 solid waste facilities or sites currently identified in Island County with an active solid waste permit: Christian’s Towing, Auto Storage, Wrecking, and Recycling, LLC; F-1 Sand and Gravel; Island County Bayview Solid Waste Facility; Island County Camano Solid Waste Facility; Island County Solid Waste Complex; Island Disposal; Mailliard’s Landing Nursery; Oak Harbor Auto Wrecking; Island County-Freeland DBA Island Recycling; Island County Public Works Storm Debris Piles; Oak Harbor Municipal Shop; Whidbey’s Topsoil, Inc.; NAS Integrated Solid Waste Facilities, Transfer Station; NAS Integrated Solid Waste Facilities, Recycle Center; NAS Integrated Solid Waste Facilities, Compost Facility.

There is 1 facility in post-closure status: Island County Closed Landfill Complex.

There are 4 sites currently identified in Island County as conditionally exempt solid waste facilities: Wildwood Farm; Greenbank Concrete & Aggregates; Coupeville Recycle Park; Krieg Construction.

Activity- Solid Waste Investigation, Assistance, Enforcement
The RECIPIENT will investigate solid waste related complaints or concerns, including, at the RECIPIENT’s discretion, assisting in the proper handling of junk vehicles. RECIPIENT will offer technical assistance about solid waste regulations and how to prevent violations, and will enforce as necessary.

RECIPIENT will provide public education about proper handling and disposal methods, and how to prevent violations.

Ordinance development necessary to comply with chapter 173-350 WAC, including travel to attend Ecology sponsored trainings, are eligible costs for reimbursement under this Agreement.

The cost of memberships in civic, business, technical and professional organizations are allowed to the extent they are covered in the indirect rate. RECIPIENT may direct bill for memberships pre-approved by ECOLOGY, if indirect is not charged to the Task.

Task Goal Statement:
Version 10/30/2015
The goal of this task is to protect human health and the environment by preventing violations in the first place. The goal is expected to be reached by providing technical assistance and education, monitoring for compliance with state and local solid waste regulations, and by enforcing upon those in non-compliance when necessary.

**Task Expected Outcome:**
At least one facility inspection per calendar year at each permitted solid waste facility or site will be conducted (approximately 30 inspections). Facilities and site monitoring will be tracked and included the information in quarterly progress reports. Recipient will file all issued permits as prescribed by law and rule.

The RECIPIENT anticipates handling the following during the two-year agreement period:
Complaints received: 175
Complaints resolved: 100
Investigations performed: 250
Technical assistance/customer service provided (including junk vehicles): 210

Solid waste facility/site inspections, complaints, provided technical assistance/customer service, and resolutions/enforcement action will be tracked by the RECIPIENT.

**Recipient Task Coordinator:** Andrea Krohn

**Solid Waste Enforcement**

**Deliverables**

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Work as defined in the Scope of Work for this Agreement is implemented.</td>
<td>06/30/2019</td>
</tr>
</tbody>
</table>
BUDGET

Funding Distribution EG180325

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

Funding Title: Island County Public Health Department SWE Funding Type: Grant
Funding Effective Date: 07/01/2017 Funding Expiration Date: 06/30/2019
Funding Source:

Title: State Building Construction Account (SBCA)
Type: State
Funding Source %: 100%
Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect Rate: 25%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

<table>
<thead>
<tr>
<th>Island County Public Health Department SWE</th>
<th>Task Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Waste Enforcement</td>
<td>$ 131,502.85</td>
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Total: $ 131,502.85
Funding Distribution Summary

Recipient / Ecology Share

<table>
<thead>
<tr>
<th>Funding Distribution Name</th>
<th>Recipient Match %</th>
<th>Recipient Share</th>
<th>Ecology Share</th>
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<tbody>
<tr>
<td>Island County Public Health Department SWE</td>
<td>25.00 %</td>
<td>$32,875.71</td>
<td>$98,627.14</td>
<td>$131,502.85</td>
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<tr>
<td>Total</td>
<td></td>
<td>$32,875.71</td>
<td>$98,627.14</td>
<td>$131,502.85</td>
</tr>
</tbody>
</table>

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
Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS
   b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
   c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
   d) RECIPIENT’s activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

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

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES
   RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT’s project funded under this Agreement.
   RECIPIENT shall:
   a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
      • For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
      • For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
      • Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
   b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.
      RECIPIENT shall:
      • Keep the IDP at the project site.
      • Make the IDP readily available to anyone working at the project site.
      • Discuss the IDP with staff and contractors working at the project site.
      • Implement the IDP when cultural resources or human remains are found at the project site.
   c) If any archeological or historic resources are found while conducting work under this Agreement:
      • Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
   d) If any human remains are found while conducting work under this Agreement:
• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner’s Office, and then the ECOLOGY Program.

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

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

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

6. COMPENSATION
a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
g) RECIPIENT will receive payment through Washington State Department of Enterprise Services’ Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.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 must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS
RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:
a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

Version 10/30/2015
ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements. If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

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

9. CONTRACTING FOR GOODS AND SERVICES
RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.
RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.
ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY’s sole discretion.

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

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

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal. Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director’s decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties’ choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS
a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact
the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:
• Use ECOLOGY’s QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
• Follow ECOLOGY’s Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
• Submit the QAPP to ECOLOGY for review and approval before the start of the work.

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

c) RECIPIENT shall follow ECOLOGY’s data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

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

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

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

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

16. MINORITY AND WOMEN’S BUSINESS ENTERPRISES (MWBE)
RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.
Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

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

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

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

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

17. ORDER OF PRECEDENCE
In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS
ECOLOGY reserves the right to approve RECIPIENT’s communication documents and materials related to the fulfillment of this Agreement:

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

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

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

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

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

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

19. PROGRESS REPORTING

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

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

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

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

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. 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

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authorize others to use the same for federal, state, or local government purposes.

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

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

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

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of
this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS
The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work. All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT. RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

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

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

23. SEVERABILITY
If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

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

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

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

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

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


27. TERMINATION
a) For Cause
ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the
RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

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

b) For Convenience
ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY’s ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY’s reimbursement exceed ECOLOGY’s total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT’s obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT’s governing body.

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

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

28. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.