

KITSAP PUBLIC HEALTH BOARD

AGENDA

Norm Dicks Government Center

May 7, 2013

11:20 a.m. – 12:20 p.m.

11:20 a.m. 1. Minutes

11:23 a.m. 2. Consent Items and Contract Updates:
See Consent Agenda Summary

11:25 a.m. 3. Public Comment

11:30 a.m. 4. Directors Report

DISCUSSION ITEMS:

11:35 a.m. 5. E-Cigarette Study Session

ACTION ITEMS:

11:55 a.m. 6. Ordinance 2013-02: Adopting and Implementing
Chapter 246-215 WAC – Food Service Regulations

12:20 p.m. 7. Adjourn

KITSAP PUBLIC HEALTH BOARD

**Regular Meeting
April 2, 2013**

The meeting was called to order by Chair Josh Brown at 11:20 a.m.

MINUTES

Mayor Patty Lent moved and Mayor Becky Erickson seconded a motion to approve the minutes for the March 5, 2013, regular meeting. The motion was approved unanimously.

CONSENT AGENDA AND CONTRACT UPDATES

Contracts on the Consent Agenda:

- Contract 960, Amendment 7, Washington State Department of Health, Consolidated Contract
- Contract 1133, Harrison Medical Center, New Parent Support Program

After a brief discussion, Mayor Lent moved and Commissioner Rob Gelder seconded a motion to approve the Consent Agenda.

PUBLIC COMMENT

There was no public comment.

DIRECTORS REPORT

National Public Health Accreditation: Dr. Scott Lindquist, Director of Health, announced that the Health District has applied for accreditation with the Public Health Accreditation Board (PHAB). Cris Craig, Health Information Resources Manager, will be heading up the process which must be completed by March 14, 2014.

Revised Mission and Vision Statement: Dr. Lindquist explained that a Board resolution adopting a vision statement for the District and approving a revision to its current mission statement will be brought to the Board later in today's meeting. He explained that the reason for the resolution was to meet PHAB requirements that each health district have both a mission and vision statement, whereas the District has heretofore had only a mission statement.

Strategic Management System Policy (SMS): Dr. Lindquist presented an updated version of the SMS, and reminded the Board that its overall goal is to insure that the District fulfills its mission and vision statements. Dr. Lindquist explained that the SMS informs how the District creates, implements, monitors and adjusts its Strategic Plan, Quality Improvement (QI) Plan, individual Division and Program work plans, and ultimately, the performance objectives in each employee's Performance Evaluation Form. The District's plans are each informed, in part, by the Kitsap Community Health Priorities (KCHP), the county's community health improvement plan. At the highest level, the District's executive leadership team will guide the SMS. Lindquist explained that the Board, which participated in developing the Strategic Plan and approved the final Plan, will annually review the District's progress in meeting the goals of the plan.

Quality Council Charter: Lindquist presented the District's Quality Council Charter and reported that District staff have already begun to serve their terms on the Council, whose chief aim is to support executive leadership in continually improving District performance, using a quality management approach, and building a culture of quality improvement throughout the organization. The District has largely completed work on two projects using the Plan-Do-Check-Act quality improvement process. Lindquist said results from the two projects will be brought to the Board at a later date so that they can see the quality improvement process in action. When the Quality Council has completed the 2013-2014 Quality Plan, it will also be shared with the Board.

Commissioner Rob Gelder noted that the SMS and Quality Council Charter would be useful for County work, and requested permission to use these documents as guides for similar work the County is beginning on quality assurance.

COUNTY HEALTH RANKINGS AND HEALTH INDICATORS

Dr. Lindquist explained that the recently released nation-wide County Health Rankings is produced as a collaborative effort by the Robert Wood Johnson Foundation and the University of Wisconsin Population Health Institute. This document examines nationally available health data at the county level beginning in 2010. Lindquist explained that each year when these results are released, he goes over the report with the District's epidemiology staff as the data relates to the District's Health "report card" that the District releases annually. Lindquist commented that while the health ranking report is interesting, the District's report card is actually more valuable because it is most relevant to our work in Kitsap County.

He then introduced Ms. Siri Kushner, Lead Epidemiologist for the District, to review the health ranking report and the District's health indicators. Ms. Kushner reviewed the six focus areas of the national health ranking report and explained that the goal of the ranking report is to raise awareness regarding the health of residents within a county. The rankings assess the relative health of residents using morbidity and mortality measures and the relative health of the residents of the county. Kushner explained that the rankings cannot be compared year to year because the dataset has changed from year to year and that it is also not possible to compare counties from state to state for that reason.

Kushner then introduced the District's most recent draft Kitsap County Core Public Health Indicators report which should be finalized soon. She explained that the District has issued this indicator data since 2006 and uses the same core datasets year to year with some additions as new data becomes available. The District's indicators are useful in tracking trends over time to help identify priorities for programs and policies because the datasets are generally the same year to year. Within the five sections of the report, Kushner pulled out the trends that reveal worsening trends for discussion purposes. Finally, Kushner explained that the county health rankings provide national-level data which allows a comparison of health status in counties within their state while the District's Health Indicators provide data that makes it possible to look at trends over time and provide statistically valid comparisons.

In the Board discussion that followed, Dr. Lindquist assured the Board that the Health Rankings will be used to help the Board set priorities for next year's budget.

UPCOMING WASHINGTON STATE FOOD REGULATIONS

Mr. Keith Grellner, Director of Environmental Health, and Ms. Bonnie Petek, Food and Living Environment Program Manager, provided general information to the Board about the reason for, and scope of, a proposed ordinance to update Kitsap's food service rules which will be brought to the Board at the May meeting. Grellner explained that the food service rules adopted locally are the same as the state's food service rules which were updated last year with an implementation date of May 1, 2013. The local ordinance will adopt the state rules by reference with some additions for local circumstances. Grellner assured the Board that local food service establishments are aware of these changes through the District's quarterly newsletter that goes to all local establishments that the District inspects.

KITSAP PUBLIC HEALTH BOARD ORDINANCE 2013-01: SMOKING IN PUBLIC PLACES ORDINANCE

Keith Grellner presented the updated Smoking in Public Places Ordinance as proposed by the Board's Policy Committee and incorporating Board comments from the March Board meeting. Grellner reminded the Board that it became necessary to update the Board's existing ordinance to make it consistent with changes to RCW 70.160; to deal with impacts from recently passed Initiative 502 relating to marijuana use; and to update the definitions for "smoke or smoking", "employer", "employee", and "open to the public", and to clarify the definition of a "place of employment". Grellner said that this ordinance has been put out for public comment through a media release and by posting it on the District's website. No public comment was received.

Chair Brown opened the public hearing for Ordinance 2013-01 for comment at 12:08. Seeing no public comment, Chair Brown closed the public hearing at 12:08. Commissioner Gelder moved and Mayor Erickson a motion to approve Ordinance 2013-01: Smoking in Public Places Ordinance. The motion passed unanimously. Chair Brown thanked Shelley Kneip, Kitsap County Prosecuting Attorney, for her help in drafting this ordinance.

RESOLUTION 2013-04: ADOPTING MISSION AND VISION STATEMENTS AND APPROVING RELATED REVISIONS TO THE HEALTH DISTRICT PERSONNEL MANUAL

Dr. Lindquist introduced the revised mission and vision statements as required by PHAB accreditation standards. The District is proposing the District's revised mission and new vision statement to be:

- **Mission Statement:** The Kitsap Public Health District prevents disease and protects and promotes the health of all persons in Kitsap County.
- **Vision Statement:** Striving to make Kitsap County a safe and healthy place to live, learn, work and play.

After a brief discussion, Mayor Erickson moved and Mayor Lent seconded a motion to approve Resolution 2013-04: Adopting Mission and Vision Statements and Approving Related Revisions to the Health District Personnel Manual. The motion passed unanimously.

ADJOURN

There was no further business; the meeting was adjourned at 12:15 p.m.

Commissioner Josh Brown, Chair
Kitsap Public Health Board

Scott W. Lindquist, MD, MPH
Director of Health

Board Members Present: *Commissioner Josh Brown; Council Member Sarah Blossom; Mayor Becky Erickson; Commissioner Charlotte Garrido; Commissioner Rob Gelder; Mayor Patty Lent; Mayor Tim Matthes*

Board Members Absent: None

Staff Present: Karen Boysen-Knapp, *Public Health Educator, Health Information Resources Program*; Cris Craig, *Program Manager 2, Health Information Resources Program*; Scott Daniels, *Deputy Director*; Yolanda Fong, *Public Health Nurse, Advanced Practitioner, Health Information Resources Program*; Keith Grellner, *Director, Environmental Health Division*; Karen Holt, *Human Resources Analyst, Administration*; Leslie Hopkins, *Management Analyst, Administration*; Shelley Kneip, *Prosecutor, Kitsap County*; Siri Kushner, *Epidemiologist 2, Health Information Resources Program*; Scott Lindquist, *Director of Health*; Maureen Murphy, *Human Resources Manager*; Bonnie Petek, *Food and Living Environment Program Manager*; Suzanne Plemmons, *Director, Community Health Division*; Shelley Rose, *Public Health Educator, Health Information Resources Program*.

Public Present: Monte Levine, *self*; Brynn Grimley, *Kitsap Sun*

Kitsap Public Health District
Consent Agenda Agreement Summary
May 2013

KPHD Contract Number	Their Contract Number	Name	Type of Agreement	Amount
Contract 960 Amendment 8	C16888	Consolidated Contract Amendment 8	Consolidated Contract	Amount this amendment: \$69,604 Total Agreement: \$4,083,174
Contract 1127	—	Olympic Educational Service District Home Based Services	Agreement	\$1,834.58
Contract 1138	—	Clallam County Health & Human Services Data Assessment Services	Agreement	\$20,000

**KITSAP PUBLIC HEALTH DISTRICT
2012 – 2014 CONSOLIDATED CONTRACT**

CONTRACT NUMBER: C16888

AMENDMENT NUMBER: 8

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as “DOH”, and KITSAP PUBLIC HEALTH DISTRICT hereinafter referred to as “LHQ”, 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:
- BEACH Program - Effective January 1, 2013
 - Family Planning - Effective January 1, 2013
 - Office of Drinking Water Group A Program - Effective January 1, 2012
 - Pregnant & Parenting Teens GRADS Community Systems Development - Effective January 1, 2012
 - Public Health Emergency Preparedness & Response (PHEPR) - Effective July 1, 2012
- Deletes Statements of Work for the following programs:

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

- Increase of \$69,604 for a revised maximum consideration of \$4,083,174.
- 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.

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

KITSAP PUBLIC HEALTH DISTRICT

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

Date

Date

APPROVED AS TO FORM ONLY
Assistant Attorney General

**2012-2014 CONSOLIDATED CONTRACT
EXHIBIT A
STATEMENTS OF WORK
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DOH Program Name or Title: Family Planning - Effective January 1, 2013	10
DOH Program Name or Title: Office of Drinking Water Group A Program - Effective January 1, 2012	20
DOH Program Name or Title: Pregnant & Parenting Teens GRADS Community Systems Development - Effective January 1, 2012.....	25
DOH Program Name or Title: Public Health Emergency Preparedness & Response (PHEPR) – Effective July 1, 2012.....	30

Exhibit A
Statement of Work
Contract Term: 2012-2014

DOH Program Name or Title: BEACH Program-Effective January 1, 2013

Local Health Jurisdiction Name: Kitsap Public Health District
Contract Number: C16888

SOW Type: Revision Revision # (for this SOW) 2Period of Performance: January 1, 2013 through October 31, 2013

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

Statement of Work Purpose: The Beach Environmental Assessment, Communication, and Health (BEACH) Program monitors water at marine swimming beaches for bacteria and provides public notification when levels are unsafe.

Revision Purpose: The purpose of this revision is transfer funds to "Swimming Beach - NEP" from "FFY13 Swimming-Beach Act Grant IAR (ECY)."

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change	Total Consideration
				Start Date	End Date		None	
SWIMMING BEACH - NEP	66.123	333.66.12	261B321A	01/01/13	10/31/13	12,109	8,402	20,511
FFY13 Swimming-Beach Act Grant IAR (ECY)	66.472	333.66.47	26601913	01/01/13	10/31/13	23,180	-8,402	14,778
TOTALS							35,289	0

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	<u>BEACH Annual Meeting</u> Time spent for attendance at BEACH Annual Meeting.		Meeting attendance	Meeting will be held in January 2013.	Reimbursement for actual costs up to \$650
2	<u>BEACH Program Administration</u> • Time spent on administrative duties related to the BEACH Program. • Amount for indirect costs related to the BEACH Program grant.		1. Summarize time spent on administrative duties in annual report. 2. Summarize indirect costs in the annual report.	Annual report due October 31, 2013.	Reimbursement for actual costs up to \$800
3	<u>Bacteria Monitoring & Public Notification</u> • Collect samples and field observations in accordance with BEACH Program Quality Assurance Project Plan (QAPP). Notify BEACH Program Manager in advance if samples cannot be collected. Coordinate deviations from the QAPP and/or schedule with the BEACH Program Manager.		1. Enter data results into Department of Ecology's BEACH Program Database. 2. Email or mail copies of laboratory analytical reports to BEACH Program Data Manager.	1. Enter data results into database by Friday each week of sample collection. 2. Email or mail copies of reports upon receipt.	Reimbursement for actual costs up to \$32,539

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none"> Post and/or remove swimming advisory signs as needed. Provide public education about beach water quality. Notify BEACH Program Manager of swimming advisories as soon as possible. 		<ul style="list-style-type: none"> Include a list of swimming advisories in annual report. 	<ul style="list-style-type: none"> Annual report due October 31, 2013. 	
4	<u>Illness Pollution Investigations</u> <ul style="list-style-type: none"> Notify BEACH Program Manager of any illness reports related to recreational swimming beaches. Conduct illness investigations as needed. 		<ul style="list-style-type: none"> Provide notification via telephone to BEACH Program Manager. Summarize illness investigation in annual report. 	<ul style="list-style-type: none"> Within fourteen (14) business days. Annual report due October 31, 2013. 	Reimbursement for actual costs up to \$200
5	<u>Fecal Pollution Source Investigations (NEP funding source only)</u> <ul style="list-style-type: none"> Collect water samples to identify sources of pollution. Conduct shoreline surveys to identify sources of pollution. Implement source corrective actions (public education activities or other best management practices). 		<ul style="list-style-type: none"> Enter laboratory analytical results into BEACH Program Database or email/mail results to BEACH Program Data Manager. Submit completed BEACH Program Shoreline Survey Forms to BEACH Program Manager. Summarize source corrective activities in annual report. 	<ul style="list-style-type: none"> Within three (3) weeks of receipt of laboratory analytical results. Within one (1) month of completing survey. Annual report due October 31, 2013. 	Reimbursement for actual costs up to \$1,100

***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 revised Standards/Measures that may apply, can be found at:

<http://www.doh.wa.gov/PublicHealthandHealthcareProviders/PublicHealthSystemResourcesandServices/PublicHealthImprovementPartnershipPHIP/ResourceCatalog/Standards.aspx>

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 <http://USA Spending.gov> by DOH as required by P.L. 109-282.

Program Manual, Handbook, Policy References

<http://www.ecy.wa.gov/pubs/0403205.pdf>

Program Specific Requirements/Narrative

The following provisions are the pass-thru requirements of all U.S. Environmental Protection Agency (EPA) - DOH subawards funded under cooperative agreement PC-00J32601.

Administrative Conditions**1. Cost Principles**

Subrecipient agrees to comply with the cost principles of the below listed federal regulations are applicable as appropriate to this award.

- 2 CFR 225 (A-87) for State, Local, and Indian Tribal Governments
- 2 CFR 220 (A-21) for Educational Institutions
- 2 CFR 230 (A-122) Nonprofit Organizations
- FAR 31.2 for Commercial Organizations

An electronic copy of all the Circulars and applicable CFR's may be obtained via the OMB Home Web page at: http://www.whitehouse.gov/omb/grants_default/

Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.

2. Audit Requirements

The Subrecipient shall fully comply with requirements of OMB Circular A-133, 'Audits of States, Local Governments, and Non-Profit Organizations, if applicable.

3. Hotel-Motel Fire Safety Act

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, Subrecipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended. Subrecipient may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

4. Recycled Paper (State Tribal and Local Government Recipients)

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), Subrecipient agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

5. Lobbying

Subrecipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. Subrecipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subawardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

Part 30 Recipients

All contracts awarded by Subrecipient shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Subrecipient affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

Lobbying and Litigation

Subrecipient's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. Subrecipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

6. Suspension and Debarment

Subrecipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. Subrecipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. Subrecipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Subrecipient may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'.

7. Drug-Free Workplace Certification

Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230. Additionally, in accordance with these regulations, Subrecipient organization must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.

Subrecipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Subrecipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at: http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html

8. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

9. Reimbursement Limitation

If Subrecipient expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government is not legally obligated to reimburse Subrecipient for costs incurred in excess of the approved budget.

10. Trafficking in Persons

The following prohibition statement applies to Subrecipient, and all subawardees of Subrecipient. Subrecipient must include this statement in all subawards made to any private entity under this Agreement.

"YOU AS THE SUBRECIPIENT, YOUR EMPLOYEES, SUBAWARDEES UNDER THIS AWARD, AND SUBAWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUBAWARDS UNDER THIS AWARD."

11. DUNS and CCR Requirements

Unless otherwise exempted from this requirement under 2 CFR 25.110, Subrecipient must maintain the currency of its information in the CCR until submission of its final financial report required under this Award or receive the final payment, whichever is later.

Subrecipient may not make a subaward to any entity unless the entity has provided its DUNS number to Subrecipient.

12. FY2011 ACORN Funding Restriction

No funds provided under this Agreement may be used for subawards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

13. Disadvantaged Business enterprise Requirements, General Compliance

Subrecipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

14. Subawards

If Subrecipient makes subawards under this Agreement, Subrecipient is responsible for selecting its subawardees and, if applicable, for conducting competitions. Subrecipient agrees to:

1. Establish all subaward agreements in writing;
2. Maintain primary responsibility for ensuring successful completion of the approved project (SUBRECIPIENT CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUBAWARDEE).
3. Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133, and are not used to acquire commercial goods or services for the subawardee.
4. Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
5. Monitor the performance of subawardees, and ensure subawardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
6. Obtain DOH's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
7. Obtain approval from DOH for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

Programmatic Conditions

1. Semi-Annual Performance Reports

Subrecipient is required to submit performance reports every six months, unless a different reporting frequency is outlined in the Scope of Work, using the reporting tool supplied by DOH. Subrecipient agrees to include brief information on each of the following areas:

- a) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
- b) the reasons for slippages if established outputs/outcomes were not met;
- c) additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

Reporting periods are from October 1 to March 31 and April 1 to September 30. Performance reports are due to DOH 15 calendar days after the end of each reporting period.

2. Final Performance Report

In addition to the periodic performance reports, the Subrecipient will submit a final performance report to DOH within 60 calendar days after the expiration or termination of the award. The report shall be submitted to the DOH Grant Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.

3. Recognition of EPA Funding

Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

"THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT PC-00J32601 TO WASHINGTON DEPARTMENT OF HEALTH. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

4. Copyrighted Material

EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

DOH acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

5. Peer Review

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

6. Quality Assurance Requirements

Acceptable Quality Assurance documentation must be submitted to the DOH within 30 days of acceptance of this agreement or another date as negotiated with the DOH grants manager. Please refer to The Department of Ecology's website at <http://www.ecy.wa.gov/programs/eap/qa/docs/NEPQAPP/index.html> for guidance and templates. Submit both the Acceptable Quality Assurance documentation to Tom Gries at tgr461@ecy.wa.gov for review with a cc to mary.knackstedt@doh.wa.gov and blake.nelson@doh.wa.gov. No work involving direct measurements or data generation, environmental modeling; compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under an agreement until DOH or Department of Ecology has approved the quality assurance document.

7. Environmental Data and Information Technology

Subrecipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated) for reporting will be determined on a project-by-project basis between the DOH grant manager and Subrecipient. More information about STORET can be found at <http://www.epa.gov/STORET>.

8. Minority and Women-Owned Business Enterprise (MBE/WBE) Fair Share Objectives and Reporting

Subrecipients are held to the same requirements as the recipient of the EPA Grant and must accept the MBE/WBE fair share objectives/goals negotiated with EPA by the **Washington Office of Minority and Women's Business Enterprises** as follows:

MBE: PURCHASED GOODS 8%, PURCHASED SERVICES 10%, PROFESSIONAL SERVICES 10%

WBE: PURCHASED GOODS 4%, PURCHASED SERVICES 4%, PROFESSIONAL SERVICES 4%

By accepting this financial assistance the Subrecipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as, **Washington Office of Minority and Women's Business Enterprises**.

Subrecipients are required to submit MBE/WBE utilization reports every six months. Reports will be in the following format and will include all qualifying purchases. Reporting periods are from October 1 to March 31 and April 1 to September 30. Reports are due to DOH 15 calendar days after the end of each reporting period.

1. Procurement Made By (check box)			2. Business Enterprise (check box)		3. \$ Value of Procurement	4. Date of Purchase MM/DD/YY	5. Type of Product or Services * (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Recipient	Subrecipient	Prime	Minority	Women				

*Type of product or service codes: 1 = Construction 2 = Supplies 3 = Services 4 = Equipment

DOH Program Contact (Name, Program Title, Mailing Address, Email Address, Phone & Fax Number)

Julie Lowe, BEACH Program Manager, Office of Shellfish and Water Protection; PO Box 47824; Olympia WA 98504-7824; 360.236.3310; FAX 360.236.2257;
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Exhibit A
Statement of Work
Contract Term: 2012-2014

DOH Program Name or Title: Family Planning - Effective January 1, 2013

Local Health Jurisdiction Name: Kitsap Public Health District
Contract Number: C16888

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

Period of Performance: January 1, 2013 through December 31, 2013

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

Statement of Work Purpose: The purpose of this statement of work (SOW) is to provide family planning services to Washington State residents. These services will comply with all federal and state requirements and with DOH Family Planning guidelines. Due dates outside this SOW period of performance are for reporting only. LHJ may not bill under this SOW for work done after December 31, 2013.

Revision Purpose: The purpose of this revision is to extend the period of performance, add funds for July through December 2013, and revise payment information.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
				Start Date	End Date			
FPRH ST ADMIN (NON-TX)-CY13	N/A	334.04.91	78360130	01/01/13	06/30/13	1,779	-1,779	0
FPRH ST ADMIN-CONTRACTS (TX MATCH)-CY13	N/A	334.04.91	78353130	01/01/13	06/30/13	43,752	4,064	47,816
TBD (FP STATE TX COST SHARE)	N/A	334.04.91	TBD	07/01/13	12/31/13	0	42,715	42,715
FFY13 FPRH TX ADMIN-CONTRACTS	93.217	333.93.21	78353231	01/01/13	12/30/13	17,937	17,937	35,874
TOTALS						63,468	62,937	126,405

Task/Activity/Description	*May Support PHIP State and Local Standards Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1. Overarching requirements <ul style="list-style-type: none"> A. Comply with federal Title X requirements DOH will provide copy of Title X Assurance of Compliance to LHJ. B. Keep DOH informed of LHJ staff contact information. C. Provide Medical services and Community Education <ul style="list-style-type: none"> 1. Provide medical, laboratory, and related services specified in the Title X Guidelines, the DOH Family Planning Manual, and state laws. 2. Provide a broad range of acceptable and medically approved family planning methods and services either onsite or by referral. 3. Make available to clients all methods of contraception approved by the Food and Drug Administration. 	3.1, 3.2, 7.2, 10.2, 11.2	Signed Title X Assurance of Compliance.	01-31-13	<i>Up to the maximum available for each funding source in the funding table above.</i> <i>DOH will reimburse for:</i> <ul style="list-style-type: none"> • Actual allowable costs incurred through direct association or through a cost allocation rate/method. <i>Or</i>
		Signed Form A: Agency Information (provided by DOH)	01-31-13 and as needed	
		<ul style="list-style-type: none"> • Documentation that medical component is conducted as required. • Documentation that Client Referral List is maintained and updated regularly 	As needed	

Task/Activity/Description	*May Support PHIP State and Local Standards Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
<p>4. Provide community education services based on the needs of the community.</p> <p>D. Conduct medical component of contract under written protocols that are signed by the medical director. Medical director must have special training and/or experience in family planning. (DOH Family Planning Manual 6100)</p> <p>E. Maintain a Client Referral List: a list of public and private social and health care providers and agencies to use when providing referrals. This list must be updated regularly (DOH Family Planning Manual 6600).</p> <p>F. Maintain a board with membership that is broadly representative of the community. This board must:</p> <ol style="list-style-type: none"> 1. Have the ability to set policy for the organization. 2. Operate under bylaws, or policies that state the purpose of the program, define the relationship between the board and executive director/program coordinator, and document criteria and methods for selecting members and officers and the frequency of meetings. 3. Hold regularly scheduled meeting, at least annually. Document meeting dates, attendance, discussions, and decisions. <p>G. Facilitate DOH site-visits by making sure that appropriate staff and documentation are available. (DOH performs site visits on a three-year cycle.)</p> <p>H. Provide data to DOH family planning staff to meet Legislative or agency requests.</p>		<ul style="list-style-type: none"> • Documentation of board meetings • Other documentation as requested by DOH • Requested data in requested format. 		<ul style="list-style-type: none"> • <i>The amount remaining in the appropriate funding source in the funding table above divided by the number of months remaining in that funding source plus one whichever is less.</i> <p><i>Reimbursement for actual allowable expenses up to the maximum available from appropriate funding sources in the funding table above.</i></p>
<p>2. Services outside Title X project</p> <p>A. Surgical services and ambulatory procedures to eligible clients. (DOH Family Planning Manual 3210)</p> <ol style="list-style-type: none"> 1. Make sure funding is available, from this contract or another funding source, to provide this throughout the contract period. 2. Comply with all federal regulations that apply to pregnancy terminations and sterilization procedures. 3. The LHJ may provide these services and procedures through service providers in the same geographical area. The LHJ must: <ol style="list-style-type: none"> a. Be responsible for making sure that the service providers comply with the terms of this contract. b. Inform all such providers of applicable billing and reimbursement procedures. 		Surgical A19 and accompanying documentation	As billed	<p>Reimbursement <i>as described in Task 1 for actual allowable expenses up to the maximum available within the funding periods</i> for FPRH ST Admin (non-TX) in the funding table above.</p> <ul style="list-style-type: none"> • Contractor must comply with all federal regulations that apply to pregnancy termination and

Task/Activity/Description	*May Support PHIP State and Local Standards Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
<p>c. Obtain formal subcontracts or provider agreements when feasible. If service providers are unwilling to sign a formal agreement, keep documentation of the refusal on file.</p> <p>4. If the LHJ cannot provide all surgical services and ambulatory procedures DOH may reduce the funding in this contract and use those funds to provide these services and procedures in the same geographic area.</p> <p>5. DOH will base surgical procedure reimbursement rates on Health Care Authority (HCA) Medicaid approved reimbursement amounts.</p> <p>6. Payment for surgical services under this contract constitutes full payment. LHJ will not seek additional payment from the client, physician, hospital or other provider.</p>				<ul style="list-style-type: none"> sterilization procedures. • Surgical services eligible for state funding must be billed on a fee-for-service basis. • Contractor must use Surgical A19 to bill for these services. In addition each Surgical A19 must be accompanied by a: <ul style="list-style-type: none"> • Surgical Attachment for each client and • Health Insurance Claim Form for each client. • DOH will provide Surgical A19 and Surgical Attachment. • DOH will pay for these surgical procedures based on HCA Medicaid approved reimbursement amounts. • Also see DOH Family Planning Manual policy 3210
<p>B. Other family planning services that the LHJ has defined as being outside the Title X project.</p> <p>Clinics designation (inside or outside Title X Project) must remain unchanged for the entire contract period.</p>		Documentation of other family planning services delivered.	As requested	
<p>C. Collect, maintain, provide client visit and agency-level data for activities outside the Title X project.</p> <p>1. Client Visit Record (CVR) data</p> <ul style="list-style-type: none"> a. Collect all data items for client visits as specified in CVR Manual provided by DOH. b. Submit CVR data to DOH data contractor (Ahlers & Associates). 		List of all contractor's clinics including those funded through this contract, and those funded in another way). Each clinic must be designated as:	01-31-13 and as needed	
		CVR data for the previous month submitted to DOH data contractor. Data must be submitted: <ul style="list-style-type: none"> • Electronically. • In format compatible with contractor's software. 	The 15 th of each month	Funds may be moved from FPRH ST Admin (non-TX) to FPRH ST Admin-Contracts (TX match) with a contract amendment.

Task/Activity/Description	*May Support PHIP State and Local Standards/ Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2. Respond to notification of data errors and omissions from the data contractor or DOH family planning data manager.		Corrected CVR data submitted to DOH data contractor as specified above	Within 30 days of receiving error/rejection report	All services 01-01-13 through 06-30-13 must be billed by 07-31-13.
<p>3. Agency-level data Collect the following agency-level data items required for the federal family planning annual report (FPAR).</p> <p>Number of:</p> <ul style="list-style-type: none"> a. Pap tests with an ASC or higher result b. Pap tests with an HSIL or higher result c. HIV Positive confidential tests d. HIV Anonymous tests e. FTE Physicians f. FTE Physician assistants/nurse practitioners/certified nurse midwives g. FTE registered nurses with an expanded scope of practice who are trained and permitted by Washington regulations to perform all aspects of the user physical measures. <p>4. Data security</p> <ul style="list-style-type: none"> a. Clinics that keep CVR information as computerized data must also keep hard copy CVRs in the client's medical record, or maintain a computer system that includes normal safety precautions against the loss of information. b. Data entry personnel are subject to the rules of confidentiality as specified in this contract and the Title X Program Guidelines <p>D. LHJ must be able to retrieve all information for auditing and monitoring by DOH or its designee.</p>		Email agency-level data to DOH family planning data manager for period 12-01-12 to 11-30-13	12-31-13	All services 07-01-13 through 12-31-13 must be billed by 01-31-14. DOH may withhold payment until acceptable deliverables and data are submitted.
<p>3. Services in the Title X Project DOH Family Planning Manual 3320, Title X Guidelines 5.1, 6.1 In addition to adhering to the other requirements of this contract, Title X Project activities must also comply with the Title X Program Guidelines for Project Grants for Family Planning Services. (2001)</p> <ul style="list-style-type: none"> A. Title X Project must be administered by a qualified program director as defined in Title X requirements (Title X 6.5, 6.8, 6.9). B. Do not provide abortion as a method of family planning within the Title X Project (42CFR59.5(5)). 		Completed reimbursement workbook for time period that shows all sources of revenue that support Title X Project activities:		Reimbursement <i>as described in Task 1 for actual allowable expenses up to the maximum available within the funding periods</i> for FPRH ST Admin-Contracts (TX match) or FPRH TX Admin-Contracts in the funding table above.
		<ul style="list-style-type: none"> • Jan-Mar 2013 	04-15-13	
		<ul style="list-style-type: none"> • Apr-Jun 2013 	07-15-13	
		<ul style="list-style-type: none"> • Jul-Sep 2013 	10-15-13	

Task/Activity/Description	*May Support PHIP State and Local Standards/ Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
C. Clinics designation (inside or outside Title X Project) must remain unchanged for the entire contract period. (See also Task 2B)		<ul style="list-style-type: none"> • Oct-Dec 2013 <p>Reimbursement workbooks will be provided by DOH.</p>	01-15-14	Funds may be moved from FPRH ST Admin-Contracts (TX match) to FPRH ST Admin (non-TX) with a contract amendment.
D. Inform staff that individuals may be subject to prosecution under federal law if they coerce or endeavor to coerce any person to undergo abortion or sterilization.		Documentation that all staff have been informed about prosecution for coercion.	As requested	All services 01-01-13 through 06-30-13 must be billed by 07-31-13.
E. Have written policies about access to timely quality language assistance services for limited English proficient persons. These policies must be consistent with the Office of Civil Rights Policy: Guidance on Prohibitions Against National Origin Discrimination As It Affects Persons with Limited English Proficiency.		Documentation that policies are in place	As requested	All services 07-01-13 through 12-31-13 must be billed by 01-31-14.
<p>F. Review and approve informational or educational materials developed by, or made available under, the Title X project, using a committee made up of five to nine members and a process that makes sure that:</p> <ol style="list-style-type: none"> 1. There is community participation in both review and approval 2. Materials are suitable for the population or community that they are intended for, factually accurate, and appropriate for the purposes of Title X. <p>The committee may delegate responsibility for the review of factual, technical, and clinical accuracy to appropriate project staff. (Title X 6.8)</p>		Documentation of process.	As requested	DOH may withhold payment until acceptable data and deliverables have been submitted.
G. Participate in the Region X Infertility Prevention Project, or use other funds to provide the equivalent or higher level of screening, treatment, and education.		Documentation of participation in project	As requested	
<p>H. Collect, maintain, provide client visit and agency-level data for the Title X project.</p> <ol style="list-style-type: none"> 1. Client Visit Record (CVR) data <ol style="list-style-type: none"> a. Collect all data items for client visits as specified in CVR Manual provided by DOH. b. Submit CVR data to DOH data contractor (Ahlers & Associates). c. Respond to notification of data errors and omissions from the data contractor or DOH family planning data manager. 		<p>CVR data for the previous month submitted to DOH data contractor. Data must be submitted:</p> <ul style="list-style-type: none"> • Electronically. • In format compatible with contractor's software. 	The 15 th of each month	

Task/Activity/Description	*May Support PHIP State and Local Standards/ Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		Corrected CVR data submitted to DOH data contractor as specified above	Within 30 days of receiving error/rejection report	
<p>2. Agency-level data Collect the following agency-level data items required for the federal family planning annual report (FPAR).</p> <p>Number of:</p> <ul style="list-style-type: none"> a. Pap tests with an ASC or higher result b. Pap tests with an HSIL or higher result c. HIV Positive confidential tests d. HIV Anonymous tests e. FTE Physicians f. FTE Physician assistants/nurse practitioners/certified nurse midwives g. FTE registered nurses with an expanded scope of practice who are trained and permitted by Washington regulations to perform all aspects of the user physical measures. <p>3. Data security</p> <ul style="list-style-type: none"> a. Clinics that keep CVR information as computerized data must also keep hard copy CVRs in the client's medical record, or maintain a computer system that includes normal safety precautions against the loss of information. b. Data entry personnel are subject to the rules of confidentiality as specified in this contract and the Title X Program Guidelines <p>4. LHJ must be able to retrieve all information for auditing and monitoring by DOH or its designee.</p>		Email agency-level data to DOH family planning data manager for period 12-01-12 to 11-30-13	12-31-13	
<p>I. Annual audit that meets state and federal requirements</p> <ol style="list-style-type: none"> 1. Audits must be conducted by an outside source. 2. Financial and program audits or reviews conducted by other entities must be made available to DOH or its designee. 		Copies of program and financial audits and reviews including summaries	On request	

Task/Activity/Description	*May Support PHIP State and Local Standards/ Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
<p>J. Equipment (items that cost more than \$5,000 per unit) (DOH Family Planning Manual 4300, 4310, 45CFR74, Subpart C)</p> <ol style="list-style-type: none"> 1. Obtain prior approval from DOH contract manager before purchasing equipment. <ol style="list-style-type: none"> a. LHJ must submit budget that itemizes planned equipment purchase. b. DOH approval of this budget approves the itemized items only. 2. Maintain property control system to prevent loss, damage, or theft 3. Maintain records that show the purchase and disposition of all equipment purchased, in whole or part, with state or federal funds. 4. Perform equipment inventories each year for equipment purchased, in whole or part, with state funds. 		<ul style="list-style-type: none"> • Budget itemizing equipment • Annual equipment inventory showing all equipment purchased, in whole or in part, with state or federal funds from 12-31-11 to 12-30-12. 	As needed	
<p>K. Federal Title X Family Planning Annual Report (FPAR) (DOH Family Planning Manual 3330, Title X Guidelines 6.2, 6.6)</p> <p>Complete and submit a Federal Title X Family Planning Annual Report (FPAR) to DOH on forms provided by DOH.</p>		<ul style="list-style-type: none"> • Fiscal Data 01-01-12 to 12-31-12 • Client Data 12-01-11 to 11-30-12 	02-01-13	
<p>L. Renewal application (Annual Plan) (DOH Family Planning Manual 3310)</p> <p>Develop plan for next year using forms and instructions provided by DOH.</p>		Renewal application (12-31-13 to 12-30-14)	07-15-13	

***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 revised Standards/Measures that may apply, can be found at:

<http://www.doh.wa.gov/PublicHealthandHealthcareProviders/PublicHealthSystemResourcesandServices/PublicHealthImprovementPartnershipPHIP/ResourceCatalog/Standards.aspx>

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 <http://USASpending.gov> by DOH as required by P.L. 109-282.

Program Manual, Handbook, Policy References

LHJ must comply with all federal Title X and DOH Family Planning requirements, policies, and regulations and their current DOH approved renewal application (annual plan).

See the DOH Family Planning Manual, Chapter 1, Section 1400 and 1500 for a complete list of federal and state requirements.

Reference documents include:

- DOH Family Planning Manual (DOH publication 930-122). See especially section 1500. Some provisions of this manual are highlighted in this (Program Specific Requirements) section, but all provisions of the manual must be complied with.
- Title X Guidelines
- Client Visit Record Manual
- Contractor's approved Annual Plan (grant application) for this time period (submitted during the previous contract period).

Accessibility of Services

(DOH Family Planning Manual 5500, Title X Guidelines 6.4)

- Adolescents and low-and marginal-income clients must receive priority in the provision of services.
- Contractor must make sure that the community is informed of the services available through the contractor.
- Contractor must make sure that all services provided are accessible to target populations.
- Facilities must be geographically accessible to the populations served.
 - As much as possible, services will be available at times convenient to those seeking services.
 - Clinics must be handicapped-accessible in accordance with federal and state laws, policies, and procedures.
 - Facilities must meet applicable standards established by the Federal, State, and local governments. (including local fire, building, and licensing codes).
 - Clinic settings must ensure respect for the privacy and dignity of the individual.
- Clients must be accepted on referral from any source.
- Services must be delivered without discrimination against people who have AIDS, are perceived to have AIDS, are related to or residing with someone with AIDS, have tested positive for the HIV antibody, or are perceived to be at high risk for contracting HIV.
- Services must be provided solely on a voluntary basis. Acceptance of family planning services must not be a prerequisite to eligibility for, or receipt of, services in any non-family planning programs of the contractor.

Availability of Emergency Services

(DOH Family Planning Manual 6800)

The LHJ must have written plans and procedures for the management of on-site medical emergencies and emergencies requiring ambulance services and transport to a medical facility.

The LHJ must inform clients of after-hours emergency procedures through the interview process, posters, or written instructions.

Billing Requirements

LHJ may bill monthly, quarterly, or biannual on A19-1A's provided by DOH. Billing that is outside restrictions shown in funding table and Task/Activity table may result in non-payment.

Definitions

- DOH contract manager is the same as DOH program contact. Changes to the DOH contract manager will be emailed to contractor (no contract amendment will be executed for DOH contract manager changes).
- Title X Project means services that have been designated by contractor as in-project. These must be services that are allowed under federal Title X requirements. This includes all funds used to pay for Title X project tasks and services (not just funds received through this contract): client fees, insurance reimbursements, Take Charge reimbursements, other Medicaid reimbursements, and other income or revenue generated through providing Title X project services. The Title X Project must not include sterilizations, abortions, or any flat rated service (for instance some STD or HIV testing); or income/revenue generated from them.

Financial Management

(DOH Family Planning Manual)

The LHJ must:

- Maintain a financial management system that is consistent with generally accepted accounting principles (GAAP) and meets the financial requirements outlined below and specified in federal and state laws.
- Maintain documentation of all revenues and expenditures and be able to support information submitted on A19-1A's and Reimbursement Worksheets through their accounting system.
- Work to maintain its current level of revenue contributions, and will make best efforts to increase these contributions in the future.
- Have a documented method of allocating funds to sites, if they use funds in more than one clinic site.
- Implement policies and procedures for charging, billing, and collecting fees for services provided.
- Establish fees for services based on the cost of the service provided (cost analysis) and establish a discount schedule in accordance with Title X Guidelines and the DOH Family Planning Manual.
- Not deny services to potential clients who are unable to pay.
- Not charge clients with incomes at or below 100% of the federal poverty level guidelines.
- Assess and document each prospective client's eligibility for third party reimbursement.
- Bill for surgical services provided under this agreement at the provider's usual and customary fee and inform all providers of billing and reimbursement procedures.

The State of Washington and DOH do not assume liability for complications resulting from procedures paid for by funds awarded under this contract and performed for a client by the LHJ or other provider. DOH family planning program has, however, established an emergency care fund to assist the LHJ, and other providers in providing services to clients in need of emergency follow-up care. DOH may reimburse the LHJ for complications resulting from a specific procedure performed for a client of the LHJ and paid for by project funds, as long as:

- Sufficient emergency care funds are available.
- The client is eligible for state subsidized services. If more than six (6) months have elapsed since the last eligibility determination, the LHJ must re-determine client is eligible to qualify for emergency care assistance.
- The need for follow-up care is identified and services are provided within the designated time period after the initial procedure is performed, as specified by the DOH Family Planning Manual.
- The clinician performing the procedure states to the LHJ in writing that the complications were related to the specific procedure and not to pre-existing conditions.
- A written second medical opinion is provided in advance if additional treatment or surgery is required after initial treatment of the complication. The client must provide to the contractor a copy of the second opinion prior to additional treatment.
- The LHJ's medical advisory committee must approve the physician providing the written second opinion as specified above.

Personnel Policies

(DOH Family Planning Manual 3580)

The LHJ must establish and maintain written personnel policies that comply with federal and state requirements.

Reports

(DOH Family Planning Manual 3390; Title X Guidelines, 3.4)

The LHJ must submit all deliverables and reports requested by DOH contract manager or DOH epidemiologist, using forms supplied by DOH or in manner requested by DOH.

Payment may be withheld until acceptable deliverables and reports are submitted. DOH may also reduce the maximum consideration if acceptable reports are not submitted.

Special Funding Requirements

DOH may terminate or reduce funding in this SOW if DOH's funding sources are terminated or reduced. If funding is reduced, DOH may remove tasks or deliverables. DOH will notify the LHJ within seven (7) working days of notice by the funding source of funding availability or restrictions.

DOH Program Contact

Carol Oakes

PO Box 47880

Olympia, WA 98504-7880

carol.oakes@doh.wa.gov

(360) 236-3588

Exhibit A
Statement of Work
Contract Term: 2012-2014

DOH Program Name or Title: Office of Drinking Water Group A Program - Effective January 1, 2012

Local Health Jurisdiction Name: Kitsap Public Health District

Contract Number: C16888

SOW Type: Revision **Revision # (for this SOW)** 3

Period of Performance: January 1, 2012 through December 31, 2014

Funding Source	Federal Compliance (if applicable)	Type of Payment
<input checked="" type="checkbox"/> Federal Vendor	<input type="checkbox"/> ARRA (Recovery Act)	<input type="checkbox"/> Reimbursement
<input type="checkbox"/> State	<input type="checkbox"/> FFATA (Transparency Act)	<input checked="" type="checkbox"/> Fixed Price
<input type="checkbox"/> Other		

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

Revision Purpose: The purpose of this revision is to change the BARS Revenue Codes to reflect the nature of this statement of work as a vendor agreement rather than a grant, to decrease funding consideration and revise Special Billing Requirements and Special Instructions.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Decrease (-)	Total Consideration
				Start Date	End Date			
Drinking Water Group A - SS	66.468	333.66.46	2421921C	01/01/12	06/30/13	13,500	-13,500	0
Drinking Water Group A - TA	66.468	333.66.46	2421921D	01/01/12	06/30/13	5,500	-5,500	0
Drinking Water Group A - SS	66.468	333.66.46	TBD	07/01/13	12/31/13	7,500	-7,500	0
Drinking Water Group A - TA	66.468	333.66.46	TBD	07/01/13	12/31/13	1,500	-1,500	0
Drinking Water Group A - SS	N/A	346.26.64	2421921C	01/01/12	06/30/13	0	13,000	13,000
Drinking Water Group A - TA	N/A	346.26.66	2421921D	01/01/12	06/30/13	0	3,500	3,500
Drinking Water Group A - SS	N/A	346.26.64	2421921C	07/01/13	12/31/13	0	7,500	7,500
Drinking Water Group A - TA	N/A	346.26.66	2421921D	07/01/13	12/31/13	0	1,500	1,500
TOTALS						28,000	-2,500	25,500

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Trained LHJ staff will conduct sanitary surveys of small community and non-community Group A water systems identified by DOH Office of Drinking Water (DOH) Regional Office. See Special Instructions for task activity.		<ul style="list-style-type: none"> 1. Provide inspection reports to DOH Regional Office where the water system is located. Reports shall include: <ul style="list-style-type: none"> a. Cover letter. b. Small Water System checklist. c. Updated Water Facilities Inventory (WFI). d. Photos of water system. 	Inspection reports due to the DOH Regional Office within 30 days of conducting the sanitary survey.	LHJ shall be paid \$250 for each completed sanitary survey (inclusive of all associated costs such as consulting fee, travel, lodging, per diem).

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
			<ul style="list-style-type: none"> e. Any other supporting documents. 2. Provide DOH Regional Office with quarterly reports documenting deliverables. Reports shall include: <ul style="list-style-type: none"> a. List of sanitary surveys scheduled and conducted during the quarter. b. List of uncooperative systems. c. Water system identified by name, PWS ID#, county, and date surveyed. <p>See Special Instructions for deliverable timeframes.</p>	<p>Quarterly reports due to the DOH Regional Office within 30 days of the end of the quarter.</p> <p>Quarterly periods are: Jan 1 - March 31 April 1 - June 30 July 1 – Sept 30 Oct 1 – Dec 31</p>	Payment is authorized upon receipt and acceptance of inspection reports and submittal of quarterly reports documenting deliverables.
2	<p>Trained LHJ staff will provide limited direct technical assistance to small community and non-community Group A water systems identified by DOH Regional Office. Limited direct technical assistance includes:</p> <p>A. Special Purpose Investigations (SPI)</p> <p>B. Follow-up visit after initial technical assistance or sanitary survey to confirm work and recommendations were addressed.</p> <p>C. Assist water system operator through one-on-one training or TA in completing work and recommendations requested by the DOH to meet applicable drinking water regulations.</p> <p>See Special Instructions for task activity.</p>		<ul style="list-style-type: none"> 1. Provide inspection reports to DOH Regional Office where the water system is located. Reports shall include: <ul style="list-style-type: none"> a. Summary of assistance provided, overall findings and recommendations. b. Any supporting documents and photos. c. Water system identified by name, PWS ID#, county, and date assistance provided. 2. Provide DOH Regional Office with quarterly reports documenting deliverables. Reports shall include: <ul style="list-style-type: none"> a. List summarizing technical assistance provided during the quarter. 	<p>Inspection reports due to the DOH Regional Office within 30 days of providing technical assistance, except that SPIs due to a coliform exceedance incident (Task 2A) must be completed and the report submitted to the DOH Regional Office within 2 working days of the service request.</p> <p>Quarterly reports are due to the DOH Regional Office within 30 days of the end of the quarter.</p> <p>Quarterly periods are: Jan 1 - March 31 April 1 - June 30 July 1 – Sept 30 Oct 1 – Dec 31</p>	<p>LHJ shall be paid for each completed task at the rate specified below (inclusive of all associated costs):</p> <p>Task 2A: \$500 Task 2B: \$500 Task 2C: \$750</p> <p>Payment is authorized upon receipt and acceptance of inspection reports and submittal of quarterly reports documenting deliverables</p>

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
			b. Water system identified by name, PWS ID#, county, and date surveyed.		
3	LHJ staff performing the activities under tasks 1 and 2 will participate annually in one or more of the following DOH-sponsored sanitary surveyor trainings and/or regional DOH-LHJ meetings: <ul style="list-style-type: none"> • Introductory Sanitary Survey Training • Intermediate Sanitary Survey Training • Advanced Sanitary Survey Workshop • Regional DOH-LHJ Drinking Water meetings 		Prior to attending the training, submit an "Authorization for Travel (Non Employee)" DOH Form 710-013 to the DOH Program Contact below for approval (to ensure that enough funds are available).	Annually	LHJ shall be paid mileage, per diem, and lodging costs in accordance with the current rates listed on the OFM Website http://www.ofm.wa.gov/resources/travel.asp

***For Information Only:**

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

<http://www.doh.wa.gov/PublicHealthandHealthcareProviders/PublicHealthSystemResourcesandServices/PublicHealthImprovementPartnershipPHIP/ResourceCatalog/Standards.aspx>

Program Specific Requirements/Narrative**Staffing Requirements**

Trained staff includes staff who have participated annually in one of the DOH-sponsored introductory, intermediate, or advanced Sanitary Surveyor trainings described under Task 3 above.

Special References (RCWs, WACs, etc)

Chapter 246-290 WAC is the set of rules that regulate Group A water systems. By this statement of work, DOH contracts with the LHJ to conduct sanitary surveys for small community and non-community water systems with groundwater sources. DOH retains responsibility for conducting sanitary surveys for small community and non-community water systems with surface water sources, with the option that the LHJ may request a joint survey.

Special Billing Requirements

The LHJ shall submit quarterly invoices within 30 days following the end of the quarter in which work was completed, noting on the invoice the quarter and year being billed for. Payment cannot exceed a maximum accumulative fee of ~~\$21,000 \$20,500~~ for Task 1 and ~~\$7,000 \$5,000~~ for Task 2 and Task 3 combined during the contracting period, to be paid at the rates specified in the Payment Method/Amount section above.

When invoicing for Task 3, submit receipts and the signed pre-authorization form for non-employee travel to the DOH Program Contact below and a signed A19-1A Invoice Voucher to the DOH Consolidated Contracts Office, billing to BARS Revenue Code 333.66.48 under Technical Assistance (TA).

Special Instructions**Task 1**

LHJ will contact water systems notifying them of their requirement to schedule a sanitary survey. If a system does not respond, the LHJ will make a phone call or send an additional letter to the water system prior to informing DOH of the system being in violation for failure to schedule the survey. Use the comments column on the quarterly report to communicate the dates and means of contact you attempted with the system. Once the survey is scheduled the LHJ will evaluate the water system for physical and operational deficiencies and prepare a written inspection report. The inspection will include an evaluation of the following eight elements: source; treatment; distribution system; finished water storage; pumps, pump facilities and controls; monitoring, reporting and data verification; system management and operation; and certified operator compliance. If a system is more complex than anticipated or other significant issues arise, the LHJ may request DOH assistance.

For calendar year 2012, no more than **39** **37** surveys to be completed during this contract period

Submit a minimum of **15** sanitary survey inspection reports to DOH between January 1, 2012 and June 30, 2012.

Submit a minimum of **15** sanitary survey inspection reports to DOH between July 1, 2012 and September 30, 2012.

Submit a minimum of **9** **7** sanitary survey inspection reports to DOH between October 1, 2012 and December 31, 2012.

For calendar year 2013, no more than 45 surveys to be completed during this contract period

Submit a minimum of **15** sanitary survey inspection reports to DOH between January 1, 2013 and June 30, 2013.

Submit a minimum of **30** sanitary survey inspection reports to DOH between July 1, 2013 and December 31, 2013.

Task 2

The DOH Regional Office shall authorize in advance any technical assistance provided by the LHJ to a water system. LHJ and DOH shall mutually agree on the technical assistance to be provided. Technical assistance is defined below and will be paid at the rate specified in the Payment Method/Amount section above.

Task 2A: Special Purpose Investigations (SPI) are inspections to determine the cause of positive coliform samples or emergency problems or as a follow-up investigation to help small water systems address deficiencies found during a routine sanitary survey. This can also include sanitary surveys of newly discovered Group A water systems. Activities could include:

- Assisting water system in preparing a coliform monitoring plan.
- Educating them on the importance of monitoring and reporting.
- Conducting one-on-one training on chlorinator operations and maintenance including, but not limited to, chlorine dosage solution preparation, chemical feed pump adjustments, and chlorine residual tests.
- Conducting one-on-one training on flushing and disinfecting techniques of lines after repairs or new construction.
- Assisting them to evaluate for potential high health cross connection hazards requiring premises isolation and determine the need for a cross connection control specialist to help them implement a cross connection control program.
- Other activities as necessary to help in achieving compliance with applicable drinking water regulations and sound operations and management.

Task 2B: Follow-up visit after initial technical assistance was provided or sanitary survey was conducted to confirm work and recommendations requested by DOH were addressed or completed.

Task 2C: Assist small water systems in completing work and recommendations requested by the DOH Regional Office to meet applicable drinking water regulations. Activities could include:

- Assisting water system in completing a Source Susceptibility Assessment and pursuing a susceptibility waiver, as applicable.
- Assisting water system in developing a water quality monitoring, reporting and treatment technique program and conducting one-on-one training to help water system achieve compliance with applicable water quality parameters.
- Assisting water system in completing a Small Water System Management Program (SWSMP) guide or Existing System Approval (ESA) for submittal to the DOH regional office.

- Other activities and one-on-one training or consultation as necessary to help in achieving compliance with applicable drinking water regulations and sound operations and management.

DOH Program Contact:

Denise Miles
 DOH Office of Drinking Water
 PO Box 47823
 Olympia, Washington 98504-7823
Denise.Miles@doh.wa.gov
 (360) 236-3028

DOH and LHJ Roles

TASK	ODW	LHJ
Prioritize water systems to be surveyed and technical assistance to be provided during the contract period.	X	
Notify selected systems of the sanitary survey requirement.		X
Schedule survey and if needed, request pre-survey data from ODW.		X
Review pre-survey data prior to inspection.		X
Perform inspection and send draft cover letter and inspection report via email to DOH for concurrence within 30 days of the survey date prior to sending a copy to the Purveyor. Inspection reports should include deliverables as specified above for each task.		X
Prior to sending inspection report to purveyor, DOH will review inspection report to determine the public health significance of any findings and (if needed) provide additional instructions and due dates to the purveyor. Draft report will be returned to LHJ via email within 5 days.	X	
Send inspection reports to include deliverables as specified above to the purveyor and DOH.		X
When survey findings indicate a need for immediate corrective action per the Significant Deficiencies Directive Memorandum K.02, DOH or LHJ will follow-up with the system to ensure the deficiencies have been corrected. If necessary, DOH will develop a compliance strategy. Formal enforcement could include: A Bilateral Compliance Agreement (BCA), Departmental Order (DO), or State Health Order (SHO).	X	X
If the Purveyor is uncooperative and refuses the survey, LHJ will notify DOH by including the non responsive system information in the 1st quarterly report.		X
DOH will send a violation letter reminding the system of their survey requirement.	X	
If the Purveyor is still uncooperative and refuses the survey, LHJ will notify DOH by including the non responsive system information in the 2nd quarterly report.		X
DOH will issue a Notice of Violation (NOV) with an offer for a Bilateral Compliance Agreement (BCA) to the non-responsive system.	X	
DOH will invoice water system upon completion of inspection (unless LHJ collects local fees)	X	
Submit quarterly report and A-19 1A invoice to DOH for payment.		X
Perform joint quality control surveys with DOH.	X	X
Annually review and confirm work completed; schedule new assignments; re-negotiate contract and discuss concerns or provide feedback on the program and process.	X	X

Exhibit A
Statement of Work
Contract Term: 2012-2014

DOH Program Name or Title: Pregnant & Parenting Teens GRADS Community Systems Development - Effective January 1, 2012

Local Health Jurisdiction Name: Kitsap County Health District

Contract Number: C16888

SOW Type: Revision **Revision # (for this SOW)** 3

Period of Performance: January 1, 2012 through September 30, 2013

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

Statement of Work Purpose: The purpose of this statement of work is to develop a coordinated community support system in the communities in your jurisdiction that have Graduation, Reality, and Dual-Role Skills (GRADS) programs in their high schools. This community system will provide support to pregnant and parenting teens and their families by connecting them to resources. It will make the resources in the community more effective by connecting them with each other.

This project will help GRADS students and teachers make connections with health care, social service, and other resources to help teen parents succeed in building healthy relationships and lives. It will strengthen connections between resources, teens (including teens who are not in GRADS programs), and GRADS programs.

Work will be guided by the community systems development portion of the federal grant referenced in Program Manual, Handbook, Policy References section below. This work is more specifically described in the current work plan for this grant. DOH will provide LHJ with a copy of the current workplan.

DOH anticipates that funding will continue through September 2013. The coordinated community support system will be designed to be self-sustaining beyond the availability of this funding.

Revision Purpose: The purpose of this revision is to extend the period of performance and funding period end dates and add funding.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)	Current Consideration	Change Increase (+)	Total Consideration
				Start Date	End Date		
FFY11 Support Pregnant & Parenting Teens	93.500	333.93.50	78330210	01/01/12	08/31/12	63,308	0
FFY12 MCHBG ASC Contracts-Children 1-22 (Title changed from FFY12 MCHBG ACC Contracts Federal)	93.994	333.93.99	78312220	01/01/12	09/30/12	5,000	0
FFY12 Support Pregnant & Parenting Teens	93.500	333.93.50	78330220	09/01/12	08/31/13	45,833	9,167
FFY13 MCHBG ASC Contracts-Children 1-22	93.994	333.93.99	78312230	10/01/12	09/30/13	3,750	0
TOTALS						117,891	9,167
							127,058

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Maintain a community stakeholder group(s) to advise LHJ on this project. <ul style="list-style-type: none"> Prior approval must be received from DOH in order to identify more than one (1) GRADS community per GRADS site. 	Domain 1, Standards 1.1 and 1.3 Domain 3,	Project Progress Report that includes, for each stakeholder group: <ul style="list-style-type: none"> Changes to the roster of Community Stakeholder Group members. 	Report on activities through 02-28-12 due by 03-31-12	Payment for all tasks will be reimbursement for actual allowable expenses up to the maximum available

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none"> LHJ may identify one (1) GRADS community that covers multiple GRADS sites. LHJ must continue to convene a community stakeholder group(s) that will address the issues of the GRADS program in their community. 	Standards 3.1 and 3.2 Domain 4, Standards 4.1 and 4.2 Domain 7, Standard 7.2 Domain 9, Standards 9.1 and 9.2	<ul style="list-style-type: none"> Copy of letters inviting tribal representation, if sent Copies of meeting minutes from each meeting Description of community stakeholder group activities/communications outside of regular meetings 	Report on activities through 08-31-12 due by 09-30-12, Report on activities through 02-28-13 due to LHJ co-lead (Snohomish) by 03-08-13 Report on activities through 07-31-13 due to LHJ co-lead (Snohomish) by 08-09-13 and Other due dates as described in the current Work Plan provided by DOH or updated by DOH through email.	within the funding periods for each source described in the Funding Table above. LHJs should bill to the funding source that ends soonest before billing to other sources.
A.	Each group must continue to include: <ul style="list-style-type: none"> A designated representative from each school district in GRADS community that has a GRADS program A former GRADS student A designated representative from a social service provider that is active in the GRADS community 				
B.	It would be valuable to the project to have tribal representation on this group. To encourage this, LHJ must periodically invite representation from tribes or tribal organizations that are active in the GRADS community.				
C.	Groups may include others. Some suggestions are representatives of: <ul style="list-style-type: none"> WIC City and/or county government Local law enforcement Clinical health care (such as family planning clinics, hospitals, medical providers, and health clinics) Mental health services Department of Social and Health Services (DSHS) Community Service Office Regional Area Health Education Center (AHEC) 				
2	Complete the Needs Assessment in each GRADS community, if it was not completed in 2011. DOH will provide Community Needs Assessment Guidance to LHJ.		Completed Needs Assessment for each GRADS community, if it was not delivered in 2011. (Note: the original Needs Assessment is complete.) Project Progress Report that includes any updates to GRADS Community Needs Assessments.		
A.	Complete Community Profile component as described in the Community Needs Assessment Guidance.				
B.	Complete Community Capacity Assessment component as described in the Community Needs Assessment Guidance.				

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	C. Complete Community Service Provider Outreach component as described in the Community Needs Assessment Guidance.				
	D. Complete GRADS Program Assessment component as described in the Community Needs Assessment Guidance.				
	E. Complete Drop out Recovery Interviews component as described in the Community Needs Assessment Guidance.				
3.	Update and implement a Stakeholder Communication Plan This might include convening public forums, incorporating project information into existing community or civic meetings, or developing an internet-based public input system.		Project Progress Report that includes: <ul style="list-style-type: none">● Updates to Stakeholder Communication Plan submitted to DOH for approval● A description of information shared and input received		
4.	Develop and implement a locally appropriate case management type or peer-to-peer/mentoring model, for GRADS program teens to improve their access to resources and services. This model must be evidence-based or evidence-informed. Perform all activities described in the current Work Plan provided by DOH.		Project Progress Report that includes: <ul style="list-style-type: none">● Description of activities related to this task.● Summary of peer-to-peer and mentor models including challenges and benefits of implementing models in each community.● Any changes to the feasibility plan		
5.	Develop and implement a dropout prevention and recovery plan to retain pregnant and parenting teens in GRADS and help those who have dropped out of school enroll in GRADS. Perform all activities described in the current Work Plan provided by DOH.		Project Progress Report that includes: <ul style="list-style-type: none">● Description of activities related to this task.● Any changes to the Dropout Recovery Plan		
6.	Identify components of a self-sustaining community support system that continues to provide referrals, connections, and resources for pregnant and parenting teens and their families after the grant ends. Perform all activities described in the current Work Plan provided by DOH.		Project Progress Report that includes: <ul style="list-style-type: none">● Description of activities related to this task● Description of progress on measures 1 and 2 described in the Measures of Accomplishment section for this objective in the current Work Plan		

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
7.	Participate in the GRADS Collaborative that will be developed by DOH <ul style="list-style-type: none"> ● Participate in quarterly webinar meetings and trainings ● Attend annual learning congress or congresses 		Project Progress Report that includes a description of activities related to this task.		
8.	Maintain communication with DOH Program manager about progress of project <ul style="list-style-type: none"> ● Contact DOH program manager with suggestions, concern and questions ● Respond to requests for information from DOH program manager in a timely manner 		Evidence of ongoing, timely communication with DOH program manager	DOH will be responsible for maintaining documentation of ongoing email correspondence.	
9.	Participate in and implement evaluation activities described in the current work plan		<ul style="list-style-type: none"> ● Project Progress Report that includes, evaluation tracking sheet using template and instruction provided by DOH. ● Other evaluation reporting as requested by DOH. 	As described in Tasks 1-7. As requested by DOH	
10.	Review and evaluate all material used in this work to make sure that it is medically accurate and complete.		Project Progress Report that includes: <ul style="list-style-type: none"> ● Description of process for ensuring medical accuracy and completeness. 	As described in Tasks 1-7.	
11.	Estimate the number of people impacted by this project (Reach). Specifics will be discussed at annual Learning Congress or through a webinar.		Project Progress Report that includes estimated Reach	Report addendum for Year 2 due 11-09-12 Description of Year 3 Reach is due as described in Tasks 1-7.	
12.	Identify number of new partners: <ul style="list-style-type: none"> ● New partners LHJ did not collaborate with previous to this project ● Partners LHJ has collaborated with, but where this project's work significantly strengthened the partnership ● Partners where pregnant and parenting teens are now a new focus 		Project Progress Report that includes description of new partners	Report addendum for Year 2 due 11-09-12 Other reporting as requested by DOH.	

***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 revised Standards/Measures that may apply, can be found at:

<http://www.doh.wa.gov/PublicHealthandHealthcareProviders/PublicHealthSystemResourcesandServices/PublicHealthImprovementPartnershipPHIP/ResourceCatalog/Standards.aspx>

Program Specific Requirements/Narrative

This section is for program specific information not included elsewhere.

Special Requirements:**Federal Funding Accountability and Transparency Act (FFATA)**

This statement of work is supported by federal funds (MCH Block Grant 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 <http://USA Spending.gov> by DOH as required by P.L. 109-282.

Program Manual, Handbook, Policy References:

DOH grant from federal Office of Adolescent Health (grant SP1AH000015-01-01). This includes the current Work Plan. DOH Program Contact will provide a copy of the current Work Plan to LHJ.

Special Billing Requirements:

By July 15, 2013, submit billing through June 2013 and email DOH contract manager estimate of spending through September 2013 for each funding source.

DOH Program Contact

Jan Crayk
Access, Systems, and Coordination
Department of Health
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Exhibit A
Statement of Work
Contract Term: 2012-2014

DOH Program Name or Title: Public Health Emergency Preparedness & Response (PHEPR) – Effective July 1, 2012

Local Health Jurisdiction Name: Kitsap Public Health District

Contract Number: C16888

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

Period of Performance: July 1, 2012 through June 30, 2013

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

Statement of Work Purpose: The purpose of this statement of work is to provide funding for Public Health Emergency Preparedness and Response activities for the period of July 1, 2012 through June 30, 2013.

Revision Purpose: The purpose of this revision is to change the deliverable due date on HPP 10 and add a PHEP task for shelter-in-place supplies and procedures.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change	Total Consideration
				Start Date	End Date		None	
FFY12 PHEPR HC SYSTEMS - PREP	93.889	333.93.88	61309201	07/01/12	06/30/13	72,400	0	72,400
FFY12 PHEPR LHJ FUNDING	93.069	333.93.06	18101272	08/10/12	06/30/13	311,750	0	311,750
TOTALS						384,150	0	384,150

FFY12 PHEPR HC SYSTEMS – PREP: (HPP)

Task Number	Task/Activity Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
HPP 1	Complete a DOH provided gap analysis tool of the Hospital Preparedness Program (HPP) Capabilities		Submit a completed gap analysis.	11/15/12 Or within 45 days of the receipt of the gap analysis tool, whichever is later.	Reimbursement for costs, not to exceed total funding consideration amount.
HPP 2	Complete a DOH provided work plan template outlining details for the 2013 – 2014 grant cycle. First year activities should be based on the priorities identified in the gap analysis.		Submit a completed work plan.	03/29/13	
HPP 3	At Risk Population Planning updates to be included in the regional healthcare system coordination/response plan.		Submit semi-annual progress reports on activities, to include: 1) log of planning activities; 2) description of planning successes; and	12/31/12 and 06/30/13	

Task Number	Task/Activity Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
			3) description of planning challenges		
HPP 4	Coordinate and participate in regional healthcare coalition (partnership) and regional hospital planning committee meetings. Ensure regional healthcare system partners are aware of requirements for National Incident Management System (NIMS) compliance, end-of-year hospital reporting, and other Office of the Assistant Secretary for Preparedness and Response (ASPR) related deliverables. Share ASPR deliverables tracking sheet at coalition meetings.		Submit minutes showing discussion of deliverables status and tracking sheet.	12/31/12 and 06/30/13	
HPP 5	Update Regional Healthcare Coalition Strategic Plan as needed.		Submit strategic plan.	06/30/13	
HPP 6	Update Regional Healthcare Coalition Charter as needed.		Submit coalition charter.	06/30/13	
HPP 7	Continue the development of Memoranda of Understanding (MOUs) between regional healthcare coalition partners.		Submit MOUs.	06/30/13	
HPP 8	Compile and submit regional equipment and training request list in coordination with regional partners.		Submit request list.	06/30/13	
HPP 9	Continue developing or refining Alternate Care Facilities (ACFs) plans to meet the statewide goal of having a minimum of one Tier Two ACF plan in place for each region. Plans should include the address of the specific location, capability, staffing and level of care for pre-designated ACF sites.		Submit the updated plan to include the address of the specific location(s), capability, staffing and level of care for pre-designated ACF sites.	06/30/13	
HPP 10	Poll the local health jurisdictions in the Region for the local health and medical [Emergency Support Function 8 (ESF8)] response structure. Basic elements to be collected and the method of collection will be determined by DOH with input from the LHJs.		Submit results of the poll.	03/30/13 06/30/13	
HPP 11	Participate in a DOH led workgroup to discuss and define reportable health care incident specific information.		Complete an evaluation of the process and outcomes of the workgroup.	06/30/13	

Task Number	Task/Activity Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
HPP 12	Continue to solicit coalition membership as defined by capability 1, function 1, resource elements P2, P3, and P4.		Submit list of healthcare coalition members in and Excel or Word format and any communication to invited members.	06/30/13	
HPP 13	Participate in a DOH led workgroup to discuss and define purpose and elements of the Regional plans.		Complete an evaluation of the process and outcomes of the workgroup.	06/30/13	
HPP 14 Exercises	Participate in the development or refinement of a regional exercise plan to include a proposed schedule, the demonstrated participation by healthcare coalitions and participating hospitals to include the participating organizations and anticipated capabilities to be tested. New plans do not need to be developed if exercises have been included in a jurisdiction coordinated plan.		Submit the regional exercise plan.	06/30/13	
HPP 14 Exercises	Conduct a regional healthcare surge exercise.		Submit the After Action Report (AAR)and Improvement Plan (IP)	06/30/13	
HPP 15 Interoperable Communications	Conduct quarterly tests of communications systems within the region.		Submit quarterly test results.	12/31/12 and 06/30/13	

FFY12 PHEPR-LHJ FUNDING: (PHEP)

Task Number	Task/Activity Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Admin.	Complete a regional work plan outlining details for one year including cost estimates and projected activities for the remaining years of the cooperative agreement period.		Submit work plan.	03/15/13	Reimbursement for costs, not to exceed total funding consideration amount.
Admin	Complete and submit the Public Health Emergency Preparedness Cooperative Agreement BP1 Performance Measures Reporting Templates provided by DOH.		Submit completed performance measure report templates.	01/14/13	
Admin	Complete a DOH-provided work plan template outlining details for the July 2013-June 2014 program year.		Submit a completed work plan.	03/29/13	
1.1.P1	Update regional emergency response plan to include procedures on identifying vulnerable populations.		Submit updated plan.	06/30/13	

Task Number	Task/Activity Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.2.P1	Participate in healthcare coalition and other preparedness / mutual aid partnerships.		Submit progress report.	12/30/12 06/30/13	
1.4.S1	Task 1: Provide regional preparedness and response training and educational opportunities to regional public health staff and partners as appropriate.		Submit regional training records. Training records not contained in SmartPH must be submitted on a DOH-provided form.	12/30/12 06/30/13	
1.4.S1	Task 2: Participate in DOH Regional Learning Specialist (RLS) Network by attending meetings and calls as scheduled.		Submit a summary of discussion topics, outcomes, and next steps as they pertain to your region	12/30/12 06/30/13	
3.1.P1, P2, S1 and 3.2.P1, S1	Task 1: Update Region 2 public health emergency response plans in collaboration with the Region 2 Local Emergency Response Coordinators (LERCs) as the 15 capabilities are developed in the jurisdiction.		Submit updated plans, procedures, and/or protocols to DOH.	06/30/13	
3.1.P1, P2, S1 and 3.2.P1, S1	Task 2: Participate in Regional Emergency Response Coordinator (RERC) network and provide consultation to Region 2 LERCs.		Submit: <ul style="list-style-type: none"> • progress report to include discussion topics, outcomes, and next steps of the RERC network as they pertain to Region 2 • a summary of consultation provided to LERCs in the Region. 	12/30/12 06/30/13	
3.2 P1	<i>Update shelter-in-place supplies and procedures.</i>		<i>Submit progress report on supplies and procedures update.</i>	<i>06/30/13</i>	
3.1.P1, P2, S1 and 3.2.P1, S1	Task 3: Report National Incident Management System (NIMS) compliance activities as an individual entity using the online reporting tool provided by DOH.		Complete NIMS report using the DOH provided online tool.	06/30/13	
3.5.P1	Task 1: Update regional emergency response plan/procedures to include public health operations demobilization		Submit procedures	06/30/13	
3.5.P1	Task 2: Exercise new demobilization procedures and other gaps as applicable.		Submit after action report and corrective action plan	06/30/13	
3.2.E2, E3	Conduct a quarterly communications test with Region 2 LHJs		Submit regional communications test log	12/30/12 06/30/13	

Task Number	Task/Activity Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
4.1.E3 and 13.1.E1, E2, E3	Task 1: Be available 24/7 for urgent or emergency issues, and participate in regular state-initiated testing.		Provide DOH with current agency emergency phone numbers.	06/30/13	
4.1.E3	Task 2: Maintain a data steward to ensure access to state 24/7 information resources.		Submit name of data steward	06/30/13	
4.1.E3 and 13.1.E1, E2, E3	Task 3: Maintain local system to provide information and warnings to community and response partners.		Submit log of alerts and warnings	12/30/12 06/30/13	
4.1.S1, S2	Task 1: Ensure public information staff receive Centers for Disease Control and Prevention (CDC) recommended Community Emergency Response Coordinator (CERC) and NIMS training.		Submit progress report	12/30/12 06/30/13	
4.1.S1, S2	Task 2: Conduct public information exercise specific to lessons learned from Task 1 training. Share lessons learned with other Region 2 LHJs.		Submit after action report and corrective action plan. Submit progress report.	06/30/13	
4.5.P2, P3, P5	Task 2: Update regional risk communications plan to include (a) lessons learned from trainings and drill and (b) processes for translation of materials for Limited English Proficient populations, (c) creating low-literacy documents, and (d) processes for reaching rural/isolated populations.		Submit updated risk communications plan	06/30/13	
7.2.P1, E1 7.3.P1, P2, P3, P4, P5 7.4.P1, P2	Task 1: Meet with stakeholders in mass care operations, to include Department of Emergency Management (DEM) and Red Cross, to discuss public health's role in mass care.		Submit meeting minutes to include date, attendees, discussion topics and, decisions made.	06/30/13	
7.2.P1, E1 7.3.P1, P2, P3, P4, P5 7.4.P1, P2	Task 2: Research tools needed to address public health issues in mass care operations		Submit progress report listing tools identified	06/30/13	

Task Number	Task/Activity Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
8.Various 9.1.P3 9.2.S4 9.3.P1 9.6.P1, P2, S1	Task 1: RERC will work with LERCs on conducting Technical Assistance Reviews (TARs) of Strategic National Stockpile (SNS) plan to achieve SNS mandated score of 69 or higher		Submit all Region 2 TAR documents to be reviewed by the State.	04/15/13	
8.Various 9.1.P3 9.2.S4 9.3.P1 9.6.P1, P2, S1	Task 2: Participate in Medical Countermeasures Coordinators Network		Submit progress report to include your region's attendees, discussion topics, outcomes, and next steps resulting from the network meetings.	12/30/12 06/30/13	
8.Various 9.1.P3 9.2.S4 9.3.P1 9.6.P1, P2, S1	Task 3: RERC will work with LERCs to update the regional emergency medical resources coordination plan to address unused medical materiel, use of pharmacists, reporting drug adverse events, and other gaps.		Submit updated plan.	06/30/13	
10.3.P2	Compile a comprehensive regional list of healthcare and community organizations and the services they provide to address the functional needs of at-risk individuals. This activity will include conducting stakeholder and organization interviews on existing functional needs services, identifying a process for updating the information collected, and incorporating information from this list into a database that allows for multiple applications.		Submit progress report to include the process for updating the information collected. Submit regional list.	12/30/12 06/30/13	
13.1.P6, E1, E2	Task 1: Review existing regional surveillance tools and identify potential gaps		Submit progress report to include identified gaps.	12/30/12 06/30/13	
13.1.P6, E1, E2	Task 2: Identify and implement, as feasible, surveillance tools that can address the regional gaps from Task 1 and update regional plan/ procedures accordingly.		Submit progress report Submit updated plan	12/30/12 06/30/13	
14.4.P1, E1	Task 1: Review national standards on personal protective equipment and share information with Clallam and Jefferson Counties.		Submit progress report to include information shared with Clallam and Jefferson Counties.	12/30/12 06/30/13	

Task Number	Task/Activity Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
14.4.P1, E1	Task 2: Update regional emergency response plan to specify how Region 2 LHJs will work with partners to monitor levels of environmental exposure, environmental effects on responders, and/or incident-related injuries.		Submit updated plans	12/30/12 06/30/13	
14.4.P1, E1	Task 3: Research potential registries/databases to track responders who were exposed or injured during an incident.		Submit progress report to include research findings.	12/30/12 06/30/13	

***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 revised Standards/Measures that may apply, can be found at:

<http://www.doh.wa.gov/PublicHealthandHealthcareProviders/PublicHealthSystemResourcesandServices/PublicHealthImprovementPartnershipPHIP/ResourceCatalog/Standards.aspx>

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 <http://USASpending.gov> by DOH as required by P.L. 109-282.

DOH Program Contact:

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EXHIBIT B-8
ALLOCATIONS
Contract Term: 2012-2014

Contract Number:
Date:

C16888
March 15, 2013

Chart of Accounts Program Title	Amendment	CFDA*	BARS Revenue Code*	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
				Start Date	End Date	Start Date	End Date			
Livestock Mgmt AG BMP's - NEP	Amend 4	66.123	333.66.12	01/17/12	10/15/14	07/01/12	01/31/17	\$60,000	\$60,000	\$60,000
Onsite Sewage Management - NEP	N/A	66.123	333.66.12	01/01/12	04/15/13	07/01/11	01/31/17	\$121,783		
Onsite Sewage Management - NEP	Amend 2	66.123	333.66.12	01/01/12	04/15/13	07/01/11	01/31/17	\$5,673	\$127,456	
Onsite Sewage Management - NEP	Amend 7	66.123	333.66.12	01/15/13	10/15/14	07/01/11	01/31/17	\$175,000	\$175,000	\$302,456
Pollution ID & Correction - NEP	Amend 1	66.123	333.66.12	01/17/12	10/15/14	07/01/11	01/31/17	\$473,950		
Pollution ID & Correction - NEP	Amend 2	66.123	333.66.12	01/17/12	10/15/14	07/01/11	01/31/17	\$60,000		
Pollution ID & Correction - NEP	Amend 4	66.123	333.66.12	01/17/12	10/15/14	07/01/11	01/31/17	(\$60,000)		
Pollution ID & Correction - NEP	Amend 5	66.123	333.66.12	01/17/12	10/15/14	07/01/11	01/31/17	\$50,000	\$523,950	\$523,950
Swimming Beach - NEP	Amend 1	66.123	333.66.12	03/01/12	10/31/12	01/01/12	01/30/17	\$28,812		
Swimming Beach - NEP	Amend 3	66.123	333.66.12	03/01/12	10/31/12	01/01/12	01/30/17	\$2,000	\$30,812	
Swimming Beach - NEP	Amend 6	66.123	333.66.12	01/01/13	10/31/13	07/01/12	01/30/17	\$12,109		
Swimming Beach - NEP	Amend 8	66.123	333.66.12	01/01/13	10/31/13	07/01/12	01/30/17	\$8,402	\$20,511	\$51,323
Drinking Water Group A - Spatial Dataset	N/A	66.468	333.66.46	01/01/12	06/30/12	07/01/11	06/30/13	\$4,860	\$4,860	\$4,860
FFY12 Swimming-Beach Act Grant IAR (ECY)	Amend 1	66.472	333.66.47	03/01/12	10/31/12	12/15/11	12/14/12	\$7,257		
FFY12 Swimming-Beach Act Grant IAR (ECY)	Amend 3	66.472	333.66.47	03/01/12	10/31/12	12/15/11	12/14/12	(\$2,000)	\$5,257	
FFY13 Swimming-Beach Act Grant IAR (ECY)	Amend 6	66.472	333.66.47	01/01/13	10/31/13	12/15/12	12/14/13	\$23,180		
FFY13 Swimming-Beach Act Grant IAR (ECY)	Amend 8	66.472	333.66.47	01/01/13	10/31/13	12/15/12	12/14/13	(\$8,402)	\$14,778	\$20,035
FFY11 PHEPR LHJ Funding	N/A	93.069	333.93.06	01/01/12	08/09/12	08/10/11	08/09/12	\$155,875		
FFY11 PHEPR LHJ Funding	Amend 2	93.069	333.93.06	01/01/12	08/09/12	08/10/11	08/09/12	\$52,439	\$208,314	
FFY12 PHEPR LHJ Funding	Amend 4	93.069	333.93.06	08/10/12	06/30/13	07/01/12	06/30/13	\$311,750	\$311,750	\$520,064
FFY12 TB Elimination	Amend 6	93.116	333.93.11	09/15/12	12/31/12	01/01/12	12/31/12	\$6,015	\$6,015	\$6,015
FFY12 FPRH TX Admin-Contracts	N/A	93.217	333.93.21	01/01/12	12/30/12	12/31/11	12/30/12	\$52,840		
FFY12 FPRH TX Admin-Contracts	Amend 5	93.217	333.93.21	01/01/12	12/30/12	12/31/11	12/30/12	\$25,822	\$78,662	
FFY13 FPRH TX Admin-Contracts	Amend 6	93.217	333.93.21	01/01/13	12/30/13	12/31/12	12/30/13	\$17,937		
FFY13 FPRH TX Admin-Contracts	Amend 8	93.217	333.93.21	01/01/13	12/30/13	12/31/12	12/30/13	\$17,937	\$35,874	\$114,536
FFY12 317 Ops	N/A	93.268	333.93.26	01/01/12	12/31/12	01/01/12	12/31/12	\$12,035		
FFY13 317 Ops	Amend 6	93.268	333.93.26	01/01/13	06/30/13	01/01/13	12/31/13	\$5,981	\$18,016	
FFY12 AFIX	N/A	93.268	333.93.26	01/01/12	12/31/12	01/01/12	12/31/12	\$36,994		
FFY13 AFIX	Amend 6	93.268	333.93.26	01/01/13	06/30/13	01/01/13	12/31/13	\$18,385	\$55,379	

EXHIBIT B-8
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FFY12 VFC Ops	N/A	93.268	333.93.26	01/01/12	12/31/12	01/01/12	12/31/12	\$16,456	\$16,456	
FFY13 VFC Ops	Amend 6	93.268	333.93.26	01/01/13	06/30/13	01/01/13	12/31/13	\$8,178	\$8,178	\$24,634
FFY11 Support Pregnant & Parenting Teens	N/A	93.500	333.93.50	01/01/12	08/31/12	09/01/11	08/31/12	\$36,667		
FFY11 Support Pregnant & Parenting Teens	Amend 2	93.500	333.93.50	01/01/12	08/31/12	09/01/11	08/31/12	\$26,641	\$63,308	
FFY12 Support Pregnant & Parenting Teens	Amend 5	93.500	333.93.50	09/01/12	08/31/13	09/01/12	08/31/13	\$45,833		
FFY12 Support Pregnant & Parenting Teens	Amend 8	93.500	333.93.50	09/01/12	08/31/13	09/01/12	08/31/13	\$9,167	\$55,000	\$118,308
FFY11 Strengthening Pub Hlth Infrastructure	Amend 1	93.507	333.93.50	01/01/12	09/29/12	09/30/11	09/29/12	\$10,000	\$10,000	
FFY12 Strengthening Pub Hlth Infrastructure	Amend 6	93.507	333.93.50	10/01/12	09/29/13	09/30/12	09/29/13	\$10,000	\$10,000	\$20,000
FFY11 Adult Immunization Grant (ACA)	Amend 4	93.539	333.93.53	08/01/12	03/15/13	09/01/11	08/30/13	\$12,261	\$12,261	\$12,261
FFY12 PPHF Public Health Reimbursement	Amend 6	93.539	333.93.53	01/01/13	06/30/13	07/01/12	08/31/14	\$2,500	\$2,500	\$2,500
FFY12 PPHF VTrckS-IIS Interface	Amend 7	93.539	333.93.53	03/01/13	06/30/13	07/01/12	08/31/14	\$1,172	\$1,172	\$1,172
FFY11 PHEPR HC Systems - Prep	N/A	93.889	333.93.88	01/01/12	06/30/12	07/01/11	06/30/12	\$26,560		
FFY11 PHEPR HC Systems - Prep	Amend 1	93.889	333.93.88	01/01/12	06/30/12	07/01/11	06/30/12	\$2,167		
FFY11 PHEPR HC Systems - Prep	Amend 2	93.889	333.93.88	01/01/12	06/30/12	07/01/11	06/30/12	\$19,813	\$48,540	
FFY12 PHEPR HC Systems - Prep	Amend 4	93.889	333.93.88	07/01/12	06/30/13	07/01/12	06/30/13	\$67,900		
FFY12 PHEPR HC Systems - Prep	Amend 6	93.889	333.93.88	07/01/12	06/30/13	07/01/12	06/30/13	\$4,500	\$72,400	\$120,940
FFY11 RW Base Contracts	N/A	93.917	333.93.91	01/01/12	03/31/12	04/01/11	03/31/12	\$29,586	\$29,586	
FFY12 RW Base Contracts	Amend 1	93.917	333.93.91	04/01/12	03/31/13	04/01/12	03/31/13	\$72,524		
FFY12 RW Base Contracts	Amend 3	93.917	333.93.91	04/01/12	03/31/13	04/01/12	03/31/13	\$107,476	\$180,000	
FFY13 RW Base Contracts	Amend 7	93.917	333.93.91	04/01/13	03/31/14	04/01/13	03/31/14	\$180,000	\$180,000	\$389,586
FFY12 HIV Prev Contracts	N/A	93.940	333.93.94	01/01/12	06/30/12	01/01/12	12/31/12	\$24,750	\$24,750	
FFY12 HIV Prev Contracts	Amend 3	93.940	333.93.94	07/01/12	12/31/12	01/01/12	12/31/12	\$24,750	\$24,750	
FFY13 HIV Prev Contracts	Amend 6	93.940	333.93.94	01/01/13	06/30/13	01/01/13	12/31/13	\$24,750	\$24,750	\$74,250
FFY12 STD CSPS	N/A	93.977	333.93.97	01/01/01	12/31/12	01/01/12	12/31/12	\$17,097	\$17,097	
FFY13 STD CSPS	Amend 6	93.977	333.93.97	01/01/13	06/30/13	01/01/13	12/31/13	\$8,548	\$8,548	\$25,645
FFY12 MCHBG ASC Contracts-Children 1-22	N/A	93.994	333.93.99	01/01/12	09/30/12	10/01/11	09/30/12	\$5,000	\$5,000	
FFY13 MCHBG ASC Contracts-Children 1-22	Amend 5	93.994	333.93.99	10/01/12	09/30/13	10/01/12	09/30/13	\$3,750	\$3,750	\$8,750

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FFY11 MCHBG HCO ConCon Federal	Amend 2	93.994	333.93.99	01/01/12	09/30/12	10/01/10	09/30/12	\$41,613	\$41,613	
FFY12 MCHBG HCO ConCon Federal	N/A	93.994	333.93.99	01/01/12	12/31/12	10/01/11	09/30/13	\$124,838		
FFY12 MCHBG HCO ConCon Federal	Amend 2	93.994	333.93.99	01/01/12	12/31/12	10/01/11	09/30/13	\$700	\$125,538	\$167,151
FFY13 MCHBG OHC ConCon Federal	Amend 6	93.994	333.93.99	01/01/13	06/30/13	10/01/12	09/30/13	\$80,835	\$80,835	\$80,835
Client Services Admin	Amend 1	N/A	334.04.91	01/01/12	06/30/12	07/01/11	06/30/13	\$21,054	\$21,054	
Client Services Admin	Amend 3	N/A	334.04.91	07/01/12	06/30/13	07/01/11	06/30/13	\$42,108	\$42,108	\$63,162
FPRH St Admin-Contracts (TX Match)-CY12	N/A	N/A	334.04.91	01/01/12	12/30/12	12/31/11	12/30/12	\$86,057	\$86,057	
FPRH St Admin-Contracts (TX Match)-CY13	Amend 6	N/A	334.04.91	01/01/13	06/30/13	12/31/12	12/30/13	\$43,752		
FPRH St Admin-Contracts (TX Match)-CY13	Amend 8	N/A	334.04.91	01/01/13	06/30/13	12/31/12	12/30/13	\$4,064	\$47,816	\$133,873
FPRH St Admin (Non-TX)-CY13	Amend 6	N/A	334.04.91	01/01/13	06/30/13	12/31/12	12/30/13	\$1,779		
FPRH St Admin (Non-TX)-CY13	Amend 8	N/A	334.04.91	01/01/13	06/30/13	12/31/12	12/30/13	(\$1,779)	\$0	\$0
TBD (FP State TX Cost Share)	Amend 8	N/A	334.04.91	07/01/13	12/31/13	07/01/13	12/31/13	\$42,715	\$42,715	\$42,715
State HIV Prevention Services	N/A	N/A	334.04.91	01/01/12	06/30/12	07/01/11	06/30/13	\$40,250	\$40,250	
State HIV Prevention Services	Amend 3	N/A	334.04.91	07/01/12	12/31/12	07/01/11	06/30/13	\$40,250	\$40,250	
State HIV Prevention Services	Amend 6	N/A	334.04.91	01/01/13	06/30/13	07/01/11	06/30/13	\$40,250	\$40,250	\$120,750
GFS Local Capacity	Amend 1	N/A	334.04.92	01/01/12	06/30/12	07/01/11	06/30/13	\$140,906	\$140,906	
GFS Local Capacity	Amend 1	N/A	334.04.92	07/01/12	12/31/12	07/01/11	06/30/13	\$140,906	\$140,906	
GFS Local Capacity	Amend 7	N/A	334.04.92	01/01/13	06/30/13	07/01/11	06/30/13	\$140,187	\$140,187	
GFS Local Capacity	Amend 7	N/A	334.04.92	07/01/13	12/31/13	07/01/13	12/31/13	\$140,187	\$140,187	\$562,186
PS OSS LMP Implementation Clearing	N/A	N/A	334.04.93	01/01/12	06/30/13	07/01/11	06/30/13	\$37,500		
PS OSS LMP Implementation Clearing	Amend 2	N/A	334.04.93	01/01/12	06/30/13	07/01/11	06/30/13	\$295	\$37,795	\$37,795
Rec Shellfish/Biotoxin (PSAA)	N/A	N/A	334.04.93	01/01/12	06/30/13	07/01/11	06/30/13	\$24,437	\$24,437	\$24,437
Youth Tobacco Prevention	N/A	N/A	334.04.93	01/01/12	06/30/12	07/01/11	06/30/13	\$7,392	\$7,392	
Youth Tobacco Prevention	Amend 3	N/A	334.04.93	07/01/12	06/30/13	07/01/11	06/30/13	\$17,833	\$17,833	\$25,225
Blue Ribbon Local Health Funds	Amend 1	N/A	334.04.99	00/00/00	00/00/00	00/00/00	00/00/00	\$81,216		
Blue Ribbon Local Health Funds	Amend 3	N/A	334.04.99	00/00/00	00/00/00	00/00/00	00/00/00	\$81,216		
Blue Ribbon Local Health Funds	Amend 7	N/A	334.04.99	00/00/00	00/00/00	00/00/00	00/00/00	\$162,433	\$324,865	\$324,865

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Drinking Water Group A - SS	N/A	N/A	346.26.64	01/01/12	06/30/13	07/01/11	06/30/13	\$12,250		
Drinking Water Group A - SS	Amend 1	N/A	346.26.64	01/01/12	06/30/13	07/01/11	06/30/13	(\$2,500)		
Drinking Water Group A - SS	Amend 5	N/A	346.26.64	01/01/12	06/30/13	07/01/11	06/30/13	\$3,750		
Drinking Water Group A - SS	Amend 8	N/A	346.26.64	01/01/12	06/30/13	07/01/11	06/30/13	(\$500)	\$13,000	
Drinking Water Group A - SS	Amend 5	N/A	346.26.64	07/01/13	12/31/13	07/01/13	12/31/13	\$7,500	\$7,500	\$20,500
Drinking Water Group A - TA	N/A	N/A	346.26.66	01/01/12	06/30/13	07/01/11	06/30/13	\$3,000		
Drinking Water Group A - TA	Amend 5	N/A	346.26.66	01/01/12	06/30/13	07/01/11	06/30/13	\$2,500		
Drinking Water Group A - TA	Amend 8	N/A	346.26.66	01/01/12	06/30/13	07/01/11	06/30/13	(\$2,000)	\$3,500	
Drinking Water Group A - TA	Amend 5	N/A	346.26.66	07/01/13	12/31/13	07/01/13	12/31/13	\$1,500	\$1,500	\$5,000
TOTAL								\$4,083,174	\$4,083,174	
Total consideration:			\$4,013,570					GRAND TOTAL		\$4,083,174
			\$69,604							
GRAND TOTAL			\$4,083,174					Total Fed		\$2,722,666
								Total State		\$1,360,508

*Catalog of Federal Domestic Assistance

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

Exhibit C-2 Schedule of Federal Awards

AMENDMENT #8

AFRS Through Bien 2013 Fiscal Month 19

Date: March 15, 2013

KITSAP PUBLIC HEALTH DISTRICT-SWV0027359-00

CONTRACT C168800-Kitsap Public Health District

CONTRACT PERIOD 1/1/2012-12/31/2014

DOH Title	BARS	DOH Project	Alloc Period	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Grant Award Number	Federal Grant Award Name
LIVESTOCK MGMT AG BMP'S-NEP	333.66.12	2694-05	01/17/12-10/15/14	\$60,000.00	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	PC00J32601-0	PUGET SOUND RESTORATION
ONSITE SEWAGE MANAGEMENT-NEP	333.66.12	2694-07	01/01/12-04/15/13	\$127,456.00	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	PC00J32601-0	PUGET SOUND RESTORATION
ONSITE SEWAGE MANAGEMENT-NEP	333.66.12	2694-07	01/15/13-10/15/14	\$175,000.00	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	PC00J32601-0	PUGET SOUND RESTORATION
POLLUTION ID AND CORRECTION (PIC)-NEP	333.66.12	2694-03	01/17/12-10/15/14	\$523,950.00	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	PC00J32601-0	PUGET SOUND RESTORATION
SWIMMING BEACH-NEP	333.66.12	2694-04	01/01/13-10/31/13	\$20,511.00	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	PC00J32601-0	PUGET SOUND RESTORATION
SWIMMING BEACH-NEP	333.66.12	2694-04	03/01/12-10/31/12	\$30,812.00	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	PC00J32601-0	PUGET SOUND RESTORATION
FFY12 SWIMMING-BEACH ACT GRANT IAR (ECY)	333.66.47	262B-99	03/01/12-12/14/12	\$5,257.00	66.472	Beach Monitoring and Notification Program Implementation Grants	Environmental Protection Agency Office of Water	CU00J34401-3	Implementing a Marine Swimming Beach Monitoring and Notification Program
FFY13 SWIMMING-BEACH ACT GRANT IAR (ECY)	333.66.12	262C-99	01/01/13-10/31/13	\$14,778.00	66.472	Beach Monitoring and Notification Program Implementation Grants	Environmental Protection Agency Office of Water	CU00J34401-3	Implementing a Marine Swimming Beach Monitoring and Notification Program
FFY11 PHEPR LHJ FUNDING	333.93.06	1844-09	01/01/12-08/09/12	\$208,314.00	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	2U90TP017010-11	PUBLIC HEALTH EMERGENCY PREPAREDNESS COOPERATIVE AGREEMENT
FFY12 PHEPR LHJ FUNDING	333.93.06	1847-12	08/10/12-06/30/13	\$311,750.00	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	1U90TP000559-01AB	TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS
TB ELIMINATION	333.93.11	4750-02	09/15/12-12/31/12	\$6,015.00	93.116	Project Grants and Cooperative Agreements for Tuberculosis Control Programs	Department of Health and Human Services Centers for Disease Control and Prevention	5U52PS000510-30	GRANT APPLICATION FOR 2010 TUBERCULOSIS ELIMINATION FOR WASHINGTON STATE
FFY12 FPRH TX ADMIN-CONTRACTS	333.93.21	7722-01	01/01/12-12/30/12	\$78,662.00	93.217	Family Planning_Services	Department of Health and Human Services Office of Population Affairs	1 FPHPA106023-01-00	TITLE X FAMILY PLANNING SERVICES GRANT
FFY13 FPRH TX ADMIN-CONTRACTS	333.93.21	7723-01	01/01/13-12/30/13	\$35,874.00	93.217	Family Planning_Services	Department of Health and Human Services Office of Population Affairs	5 FPHPA10623-02-00	TITLE X FAMILY PLANNING SERVICES GRANT
FFY12 317 OPS	333.93.26	3840-10	01/01/12-12/31/12	\$12,035.00	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5H23IP022548-10	IMMUNIZATION AND VACCINES FOR CHILDREN GRANTS

Exhibit C-2 Schedule of Federal Awards

AMENDMENT #8

AFRS Through Bien 2013 Fiscal Month 19

Date: March 15, 2013

KITSAP PUBLIC HEALTH DISTRICT-SWV0027359-00

CONTRACT C168800-Kitsap Public Health District

CONTRACT PERIOD 1/1/2012-12/31/2014

DOH Title	BARS	DOH Project	Alloc Period	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Grant Award Number	Federal Grant Award Name
FFY12 AFIX	333.93.26	3840-14	01/01/12-12/31/12	\$36,994.00	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5H23IP022548-10	IMMUNIZATION AND VACCINES FOR CHILDREN GRANTS
FFY12 VFC OPS	333.93.26	3840-12	01/01/12-12/31/12	\$16,456.00	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5H23IP022548-10	IMMUNIZATION AND VACCINES FOR CHILDREN GRANTS
FFY13 317 OPS	333.93.26	3841-10	01/01/13-06/30/13	\$5,981.00	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	1H23IP000762-317 OPS	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY13 AFIX	333.93.26	3841-14	01/01/13-06/30/13	\$18,385.00	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	1H23IP000762-AFIX	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY13 VFC OPS	333.93.26	3841-12	01/01/13-06/30/13	\$8,178.00	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	1H23IP000762- VFC OPS	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY11 SUPPORT PREGNANT & PARENTING TEENS	333.93.50	3041-12	01/01/12-08/31/12	\$63,308.00	93.500	Pregnancy Assistance Fund Program	Department of Health and Human Services Office of the Secretary	5SP1AH000015-02-00	SUPPORT FOR PREGNANT AND PARENT TEENS
FFY12 SUPPORT PREGNANT & PARENTING TEENS	333.93.50	3042-12	09/01/12-08/31/13	\$55,000.00	93.500	Pregnancy Assistance Fund Program	Department of Health and Human Services Office of the Secretary	5SP1AH000015-03-00	SUPPORT FOR PREGNAT AND PARENTING TEENS & WOMEN
FFY11 STRENGTHENING PUB HLTH INFRAST	333.93.50	9107-99	01/01/12-09/29/12	\$10,000.00	93.507	Pregnancy Assistance Fund Program	Department of Health and Human Services Office of the Secretary	5U58CD001318-02	STRENGTHENING PUBLIC HEALTH INFRASTRUCTURES FOR IMPROVED HELATH OUTCOMES
FFY12 STRENGTHENING PUB HLTH INFRAST	333.93.50	9108-99	10/01/12-09/29/13	\$10,000.00	93.507	Pregnancy Assistance Fund Program	Department of Health and Human Services Office of the Secretary	5U58CD001318-03	CD10-1011 STRENGTHENING PUBLIC HEALTH INFRASTRUCTURE
FFY11 ADULT IMMUNIZATION GRANT (ACA)	333.93.53	3836-99	08/01/12-03/15/13	\$12,261.00	93.539	PPHF 2012-Prevention and Public Health Fund (Affordable Care Act)-Capacity Building Assistance to Strengthen Public Health	Department of Health and Human Services Centers for Disease Control and Prevention	1H23IP000561-01	PREVENTION AND PUBLIC HEALTH FUND: CAPACITY BUILDING ASSISTANCE TO STRENGTHEN
FFY12 PPHF PUBLIC HEALTH REIMBURSEMENT	333.93.53	3842-99	01/01/13-06/30/13	\$2,500.00	93.539	PPHF 2012-Prevention and Public Health Fund (Affordable Care Act)-Capacity Building Assistance to Strengthen Public Health	Department of Health and Human Services Centers for Disease Control and Prevention	3H23IP000561-01S1	PREVENTION AND PUBLIC HEALTH FUND CAPACITY BUILDING ASSISTANCE TO STRENGTHEN PUB
FFY12 PPHF VTRCKS-IIS INTERFACE	333.93.53	3843-99	03/01/13-06/30/13	\$1,172.00	93.539	PPHF 2012-Prevention and Public Health Fund (Affordable Care Act)-Capacity Building Assistance to Strengthen Public Health	Department of Health and Human Services Centers for Disease Control and Prevention	3H23IP000561-01S1	PREVENTION AND PUBLIC HEALTH FUND CAPACITY BUILDING ASSISTANCE TO STRENGTHEN PUB
FFY11 PHEPR HC SYSTEMS-PREP	333.93.88	6139-01	01/01/12-06/30/12	\$48,540.00	93.889	National Bioterrorism Hospital Preparedness Program	Department of Health and Human Services Office of the Secretary	5U3REP090228-03-00	FY10 HOSPITAL PREPAREDNESS PROGRAM
FFY12 PHEPR HC SYSTEMS-PREP	333.93.88	6130-01	07/01/12-06/30/13	\$72,400.00	93.889	National Bioterrorism Hospital Preparedness Program	Department of Health and Human Services Office of the Secretary	1U90TP000559-01	TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS

Exhibit C-2 Schedule of Federal Awards

AMENDMENT #8

AFRS Through Bien 2013 Fiscal Month 19

Date: March 15, 2013

KITSAP PUBLIC HEALTH DISTRICT-SWV0027359-00

CONTRACT C168800-Kitsap Public Health District

CONTRACT PERIOD 1/1/2012-12/31/2014

DOH Title	BARS	DOH Project	Alloc Period	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Grant Award Number	Federal Grant Award Name
FFY11 RW BASE CONTRACTS	333.93.91	7411-03	01/01/12-03/31/12	\$29,586.00	93.917	HIV Care Formula Grants	Department of Health and Human Services Health Resources and Services Administration	2X07HA00083-21	RYAN WHITE CARE ACT TITLE 2
FFY12 RW BASE CONTRACTS	333.93.91	4608-03	04/01/12-03/31/13	\$180,000.00	93.917	HIV Care Formula Grants	Department of Health and Human Services Health Resources and Services Administration	2X07HA00083-22	RYAN WHITE CARE ACT TITLE 11
FFY13 RW BASE CONTRACTS	333.93.91	None assigned	04/01/13-03/31/14	\$180,000.00	93.917	HIV Care Formula Grants	Department of Health and Human Services Health Resources and Services Administration	NGA not received	NGA not received. HIV Client Services anticipates HRSA will send the Notice of Grant Award (NGA) for this grant in April 2013. DOH will notify LHJ of Grant
FFY12 HIV PREV CONTRACTS	333.93.94	4400-02	01/01/12-12/30/12	\$49,500.00	93.940	HIV Prevention Activities_Health Department Based	Department of Health and Human Services Centers for Disease Control and Prevention	1U62PS003666-01	COMP HIV PREVENTION PROJECT FOR HEALTH DEPTS
FFY13 HIV PREV CONTRACTS	333.93.94	4401-01	01/01/13-06/30/13	\$24,750.00	93.940	HIV Prevention Activities_Health Department Based	Department of Health and Human Services Centers for Disease Control and Prevention	5U62PS003666-02	COMP HIV PREVENTION PROJECT FOR HEALTH DEPTS
FFY12 STD CSPS	333.93.97	4701-01	01/01/12-12/31/12	\$17,097.00	93.977	Preventive Health Services_Sexually Transmitted Diseases Control Grants	Department of Health and Human Services Centers for Disease Control and Prevention	5H25PS001349-04	COMPREHENSIVE STD PREVENTION SYSTEMS (CSPS)
FFY13 STD CSPS	333.93.97	4702-01	01/01/13-06/30/13	\$8,548.00	93.977	Preventive Health Services_Sexually Transmitted Diseases Control Grants	Department of Health and Human Services Centers for Disease Control and Prevention	5H25PS001349-05	COMPREHENSIVE STD PREVENTION SYSTEMS (CSPS)
FFY11 MCHBG HCO CONCON FEDERAL	333.93.99	3021-05	01/01/12-09/30/12	\$41,613.00	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	1B04MC21391-01	MATERNAL AND CHILD HEALTH SERVICES
FFY12 MCHBG ASC CONTRACTS-CHILDREN 1-22	333.93.99	3022-60	10/01/11-09/30/13	\$5,000.00	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	1B04MC23416-01-00	MATERNAL AND CHILD HEALTH SERVICES
FFY12 MCHBG HCO CONCON FEDERAL	333.93.99	3022-05	01/01/12-12/31/12	\$125,538.00	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	1B04MC23416-01-00	MATERNAL AND CHILD HEALTH SERVICES
FFY13 MCHBG ASC CONTRACTS -CHILDREN 1-22	333.93.99	3023-60	10/01/12-09/30/13	\$3,750.00	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	1 BO4MC25378-01-00	MATERNAL AND CHILD HEALTH SERVICES
FFY13 MCHBG OHC CONCON FEDERAL	3023-05	01/01/13-06/30/13	\$80,835.00	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	1 BO4MC25378-01-00	MATERNAL AND CHILD HEALTH SERVICES	

AGREEMENT
BETWEEN
OLYMPIC EDUCATIONAL SERVICE DISTRICT 114
(Hereinafter referred to as OESD 114)

105 National Avenue North
Bremerton, WA 98312

AND

KITSAP PUBLIC HEALTH DISTRICT
(Hereinafter referred to as Consultant)

345 6th Street, Suite 300
Bremerton, WA 98337

This agreement is entered into by the **Head Start Home Based Program** as administered by the Olympic Educational Service District 114 (OESD 114) and the Kitsap Public Health District for the purpose of providing **public health nurse support and technical assistance to the Head Start home visitors**.

This Agreement includes federal funds: CFDA 93.600.

In consideration of the promises and conditions contained herein, OESD 114 and Consultant do mutually agree as follows:

I. DUTIES OF CONSULTANT

Consultant shall perform the following duties to the reasonable satisfaction of OESD.

A. The general objective of this agreement shall be as follows:

Kitsap Public Health District agrees to provide public health nurse support and technical assistance.

B. In order to accomplish the general objective of this agreement, Consultant shall perform the following specific duties:

1. Attend staffing meeting with each of 3 home visitors (9 hours total).
2. Provide health consulting as needed (5 hours).
3. Attend monthly Direct Service Team meetings (8 hours).

4. Document an amount that equals 25% of budget in non-federal in-kind or cash by completing the In-Kind Documentation Form and providing requested supporting documentation.
- C. The time schedule for completion of Consultant's duties shall be as follows:
The period of performance for this agreement shall be November 1, 2012 - October 31, 2013.
- D. Assuming no later change in the scope of work through written agreement amendment, the Consultant's work will be completed by October 31, 2013.

II. DUTIES OF OESD 114

In consideration of the Consultant's reasonably satisfactory performance of the duties set forth herein, OESD 114 agrees to pay for services provided by Kitsap Public Health District staff as follows:

1. Provide reimbursement for \$1,834.58 (One Thousand Eight Hundred Thirty-Four dollars and Fifty-Eight cents for services from November 1, 2012 – October 31, 2013.
2. Provide copies of Head Start Performance Standards, Administrative Regulations and forms and samples of record keeping systems to ensure compliance with Head Start guidelines.

Total services billed by KPHD and paid by OESD 114 shall not exceed \$1,834.58. Billing shall be done monthly with a final bill submitted prior to November 30, 2013.

This agreement may be terminated in whole or in part by either party hereto upon 30 days advance written notice to the other party.

Payment shall be made within 30 days following Consultant's compliance with the terms and conditions of this agreement and its submission of an invoice describing the work performed in reasonable detail.

III. PROHIBITION AGAINST ASSIGNMENT

Neither this contract nor any interest therein may be assigned by either party, without first obtaining the consent of the other party.

IV. OWNERSHIP OF WORK PRODUCTS AND RESTRICTION AGAINST DISSEMINATION

All correspondence, papers, documents, reports, files, films, work products (inclusive of intellectual concepts and properties) and all copies thereof, which are received or developed by Consultant and Consultant's employee(s) and agent(s) in the course of performing, or as incident thereto, Consultant's duties pursuant to this agreement shall, immediately upon receipt, preparation, or development, become the exclusive property of OESD 114 in perpetuity for any and all purposes. All items described above shall be provided to and left with OESD 114 upon the termination of this agreement by OESD 114 or upon Consultant's performance, whichever shall occur first; provided, however, that nothing herein shall be construed as purporting to prevent the Consultant from complying with state records retention law.

Consultant and Consultant's employees and agents shall not, without prior written approval of OESD 114, which approval shall not be unreasonably withheld, either during the term of this agreement or within six years thereafter, directly or indirectly, disclose or give to any state or federal government, corporation, agency or political subdivision of any state or federal government, or any educational agency, institution or organization, any portion of the above described items and properties or any information acquired in the course of or as an incident to the performance of Consultant's duties hereunder, for any purpose or reason; provided, however, that nothing herein shall be construed as purporting to prevent the Consultant from complying with the Public Records Act or other state, local or federal law or rule requiring disclosure of information or records under the control, or in the possession, of the Consultant or its employees or agents.

V. INDEPENDENT CONTRACTOR STATUS OF CONSULTANT

The Consultant and the Consultant's employees and agents shall perform all duties pursuant to this agreement as an independent contractor. OESD 114 shall not control or supervise the manner in which this agreement is performed nor withhold or pay any taxes in behalf of the Consultant or the Consultant's employees or agents.

VI. INDEMNIFICATION

Each party agrees to hold harmless, defend and indemnify the other party and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees and agents in the performance of this agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes

of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this agreement.

VII. TERMINATION FOR CONVENIENCE

Either party may terminate this agreement for convenience upon giving at least 10 days' advance written notice. In the event of such early termination, the Consultant shall be entitled to an equitable proration of the total compensation provided for herein for uncompensated services which have been performed as of the effective date of termination.

VIII. VERBAL AGREEMENT

This written agreement constitutes the mutual agreement of Consultant and OESD 114 in whole. No alteration or variation of the terms of this agreement and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

IX. APPLICABLE LAW

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

X. NON-DISCRIMINATION

No person shall, on the ground of race, creed, color, national origin, mental/physical/sensory handicap, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed pursuant to this agreement.

XI. CONFLICT OF INTEREST

Neither the Consultant nor Consultant's employees shall perform any duty pursuant to this agreement in which duty they may have participated as an employee of OESD 114.

XII. EFFECTIVE DATE - DURATION

This agreement shall commence on the 1st day of November, 2012. This agreement shall expire at midnight on the 31st day of October, 2013, with the sole exceptions of Sections IV (Ownership of Work Products and Restriction Against Dissemination) and VI (Indemnification), which shall continue to bind the parties, their heirs and successors.

XIII. FEDERAL BACKUP WITHHOLDING INFORMATION

The Consultant certifies to OESD 114 that the Consultant is not subject to backup withholding under Section 3406(a)(1)(c) of the Internal Revenue Code. The Consultant

agrees to notify OESD 114 in writing if the Consultant subsequently becomes subject to backup withholding.

XIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ ATTACHED
INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE
CERTIFICATION)**

The Consultant certifies to OESD 114 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

IN WITNESS THEREOF, OESD 114 and Consultant have executed this Agreement consisting of seven pages.

CONSULTANT

Who certifies that he/she is the person duly qualified and authorized to bind the Consultant so identified to the foregoing Agreement and under penalty of perjury, certifies the Social Security Number or Federal Identification Number provided is correct.

Signed this _____ day of _____, 2013.

Scott Lindquist, Director of Health

Kitsap Public Health District

Check appropriate box:

- Individual/Sole Proprietor
- Corporation
- Partnership
- Limited Liability Company
- Other Special Purpose District

345 6th Street, Suite 300

City, state and zip code
Bremerton, WA 98337

Taxpayer Identification Number
42-1689063

**OLYMPIC
EDUCATIONAL SERVICE DISTRICT 114**

Walt Bigby, Superintendent

Signed this _____ day of _____, 2013.

OESD USE ONLY

APPROVALS:

DEPARTMENT HEAD **DATE**

DIVISION HEAD **DATE**

PURCHASE ORDER NUMBER _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

By signing and submitting this contract, the contractor, defined as the primary participant in accordance with 45 CFR 76 certifies to the best of his or her knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any Federal Department or agency;
- (b) Have not within a 3-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

The inability of a person to provide the certification required above will not necessarily result in denial of participation in this agreement. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. OESD and the Federal agency will determine whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The prospective primary participant agrees that by submitting this proposal, it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided below without modification in all lower tier covered transactions.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (TO BE SUPPLIED TO LOWER TIER PARTICIPANTS)

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR, Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

INTERAGENCY AGREEMENT

Between

CLALLAM COUNTY

And

KITSAP PUBLIC HEALTH DISTRICT

This Agreement is entered into between Clallam County Department of Health and Human Services, hereinafter referred to as "**the County**" and Kitsap Public Health District hereinafter referred to as "**the Contractor**" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

Section 1. Purpose

Clallam County Department of Health and Human Services, through this Agreement will contract with Kitsap Public Health District to perform as described in **Attachment A**.

Section 2. Term

This Agreement shall commence on April 1, 2013, and will terminate on December 31, 2013.

Section 3. Scope of Work

The Contractor agrees to perform the services, identified on **Attachment A**.

- A. The Contractor supports the County's program goals and objectives.
- B. The Contractor shall provide reporting detailed in **Section 10**.

Section 4. Compensation

The Contractor shall be paid by the County for completed work and for services rendered under this Agreement as follows:

- A. Payment for the services provided by the Contractor as outlined in **Exhibit A** shall not exceed \$20,000 in the completion of this project without an express written amendment signed by both parties to this agreement. In the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement, this contract may be renegotiated or terminated as provided herein.
- B. Contractor shall bill and County will pay for professional services on an hourly basis at the rate of \$75.00.
- C. Mileage will be reimbursed in addition to payment for professional services for travel related to performing the SOW. The number of miles to be reimbursed will be calculated using the policy in effect at the offices of the

County. The per-mile reimbursement for mileage will be set at the current rate specified by the IRS.

- D. The Contractor may submit invoices to the County for work completed to date. The County will review such invoices, and upon reasonable approval thereof, payment will be made to the Contractor in the amount approved. Payment will not be unreasonably withheld and the Contractor will be given a reasonable opportunity to correct any work reasonably determined by the County to be defective. Invoices for services will be submitted on a monthly basis.
- E. The County will make final payment of any balance due the Contractor promptly upon its ascertainment and verification after the completion of the work under this Agreement and its reasonable acceptance by the County. Payment will not be unreasonably withheld and the Contractor will be given a reasonable opportunity to correct any work reasonably determined by the County to be defective.
- E. The Contractor records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
- F. Each invoice submitted by the Contractor to the County for services the Contractor rendered in fulfillment of this contract shall reflect the number of hours utilized in fulfilling the obligations of the Contractor under this contract and shall also include an hourly charge, rate or wage and detailed expenses related to fulfillment of this contract.

Section 5.

Compliance with Laws

The Contractor shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.

Section 6.

Indemnification

Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, and employees against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, and employees in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The

indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Agreement.

Section 7.

Insurance

The Contractor shall obtain and keep in force during the terms of the Agreement, or as otherwise required

- A. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 each occurrence.
- B. Contractor shall provide proof of insurance to the County, in care of, Iva Burks, HHS Director, 223 E. 4th Street, Port Angeles, WA 98362, prior to commencing employment.
- C. The Contractor shall participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington.

Section 8.

Independence

The Contractor and the County agree that the Contractor is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. The Contractor shall not be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to employee.

Section 9.

Assignments and Subcontracting

The Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County.

Section 10.

Reporting

The Contractor will provide a report to the County for payment for services rendered monthly. The report shall contain a brief summary of the work performed, relationship to the tasks identified in **Exhibit A** and the total hours worked. The report shall be submitted to Iva Burks, HHS Director, 223 E. 4th Street; Suite 14, Port Angeles, WA 98362.

Section 11. Termination

A. Termination for Convenience

Either party may terminate this Agreement for convenience, including because of a change in available funding, by providing at least 30 days' advance written notice to the other party.

B. Termination for Default

In the event of a default by either party under this Agreement, the nondefaulting party may give written notice to the defaulting party that it intends to terminate this Agreement if the default is not cured within 30 days of the date of the notice or such longer period of time as may be reasonable under the circumstances. If the default is not cured within that time, the nondefaulting party may then notify the defaulting party in writing that this Agreement is terminated. In the event of such termination, the nondefaulting party shall have all rights and remedies available to it under general law.

C. General Termination Provision

Whenever this Agreement is terminated in accordance with this Section 11, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work.

Section 12. Modification

This Agreement may be modified at any time by written agreement of all parties.

Section 13. Integrated Agreement

This Agreement together with Exhibits or addenda represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral, between the parties. This Agreement may be amended only by written instrument signed by both County and Contractor.

Section 14. Notice

Whenever a notice is required or permitted to be given under this Agreement, it shall be provided as follows:

If to the County:

Clallam County Department of Health and Human Services
223 E. 4th Street; Suite 14
Port Angeles, WA 98362
Attention: Iva Burks, Director

If to the Contractor:

Kitsap Public Health District
345 6th Street, Suite 300
Bremerton, WA 98337-1866
Attention: Scott W. Lindquist, MD, MPH, Director

Either party may change its address for notice by providing written notice to the other party.

Section 15. Property

The parties to this agreement do not intend, or foresee the need, to purchase or otherwise acquire property in performance of this agreement. However, if such property is purchased/acquired, then it shall remain with, or be returned to, the purchasing party upon completion or termination of this agreement.

Approved this 16th day of April, 2013

BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON



Michael Chapman, Chair
nc.

ATTEST:


Trish Holden
Deputy Clerk of the Board
TRISH HOLDEN, CMC

Approved as to form only by:


4/4/2013
Brian Wendt
Deputy Prosecuting Attorney
Clallam County

Approved this _____ day of _____, 2013

Scott W. Lindquist, MD, MPH
Director and Health Officer
Kitsap Public Health District

ATTACHMENT A
STATEMENT OF WORK
FOR
Kitsap Public Health District

Clallam County Department of Health and Human Services will prioritize the following work for the Kitsap Public Health District (contractor). The Contractor and CCHHS will mutually agree upon the scope, data periods, the number of meetings, and format of deliverables for each work item below.

SCOPE OF WORK

Contractor will provide assessment, data evaluation, interpretation, and report writing activities to CCHHS for the production of a community health improvement plan. The work under this contractual agreement will include discussions with CCHHS Director, Clallam County Health Officer, and other stakeholders to review community health risk factors, determine additional sources of health data, prioritize needs, and produce a written community health improvement plan. CCHHS will prioritize the work for the Contractor. The Contractor and CCHHS mutually will agree upon the scope, data periods, and number of meetings and format of deliverables. This process will assist CCHHS to monitor the health status of the community to determine which health issues have priority, identify community health issues that may require more investigation, and assist health policy makers in setting priorities.

Scope of work includes:

- 1) Discuss with CCHHS Director and Clallam County Health Officer a proposal for the community health improvement plan (CHIP) to meet the requirements of WA Department of Health. The information will be compiled into a report to be presented to the Director of CCHHS and the Clallam County Health Officer.
- 2) Write all text for CHIP report including information as appropriate from Tribes, hospitals, and other stakeholders.
- 3) Provide report with graphs and text in hard copy, electronic, and PowerPoint formats.
- 4) Facilitate two community meetings that will be done in Health Summit fashion. One will be held in Forks and the other in Port Angeles
- 5) Present CHIP to the Clallam County Board of Health, CCHHS, and a community meeting of stakeholders. Information will be used to prioritize changes needed in County and CCHHS's policies and procedures.
- 6) Contractor will work with CCHHS; partners including Olympic Medical Center (OMC), Forks Hospital, Tribes that share boundaries in the county, Peninsula Behavioral Health Center, family practices, free medical clinics, and others to be decided.
- 7) Contractor will provide technical assistance as needed to OMC staff that will be gathering hospital data.
- 8) Contractor will update and pull out data that is specific to the West End of the county to facilitate a plan reflective of special needs in the area due to differences in resources and population.
- 9) Contractor will invoice CCHHS monthly.

10) CCHHS will work with contractor to set up meetings, agendas, and provide meeting notes.

Kitsap Public Health District

Friday, April 26, 2013

New or Renewed Contracts for the Period of 03/01/2013 through 03/31/2013

KPHD Contract ID	KPHD Program	Contract	Contract	Payment Schedule	Contract	Signed	Start	End	Client Contract ID
Active (10 contracts)									
AllianceOne ID: 1115 Administration, Tracey Kellogg <i>Description: Debt Collection Vendor</i>		Vendor	Open Ended	Fixed		03/14/13	03/14/13		
American Red Cross ID: 1071 Community Health, Suzanne Plemmons <i>Description: Red Cross Trainers</i>		Agreement	Open Ended	Hourly		03/01/13	11/01/12		
Chico Christian Childcare ID: 1101 Parent/Child Health, Suzanne Plemmons <i>Description: Childcare consultation - Zumwalt</i>		Agreement	Closed	Monthly	\$2,500.00	03/14/13	01/01/13	12/31/13	
Kitsap County SSWM ID: 1120 PIC, Stuart Whitford <i>Description: Surface and Stormwater Management</i>		Agreement	Closed			03/11/13	01/01/13	12/31/13	KC-495-12
Michigan Public Health Institute ID: 1092 Administration, Scott Lindquist <i>Description: Child Death Review Data Sharing Agreement</i>		Data Sharing Agreement	Closed	No Cost	\$0.00	03/18/13	03/18/13	12/31/15	
Public Health - Seattle & King County ID: 1131 Health Promotion, Kerry Dobbelaere <i>Description: Amendment 1: BCCHP</i>		Amendment	Closed	Quarterly	\$37,715.00	03/14/13	07/01/12	06/30/13	PREV2670
State of Washington, DOL ID: 1130 Solid and Hazardous Waste, Jan Brower <i>Description: Internet Vehicle/Vessel Information Processing System</i>		Vendor	Closed			03/15/13		05/31/13	121582
University of Washington/Tacoma ID: 1110 PIC, Stuart Whitford <i>Description: Emerging Contaminants Study</i>		Agreement	Closed		\$19,784.00	03/11/13	01/01/13	12/06/13	
Washington State DOH ID: 1125 Health Information Resources, Cris Craig <i>Description: Healthy Youth Survey Data Sharing Agreement</i>		Data Sharing Agreement	Closed	No Cost		03/14/13	02/20/12	02/19/14	
Washington State/Dept of Ecology									

New or Renewed Contracts for the Period of 03/01/2013 through 03/31/2013

KPHD Contract ID	KPHD Program	Contract	Contract	Payment Schedule	Contract	Signed	Start	End	Client Contract ID
ID: 1121	PI/C, Stuart Whitford <i>Description: Amendment 1: Centennial Clean Water</i>	Amendment	Closed	Monthly	\$118,947.00	03/25/13	01/01/11	04/30/13	G1100167

TOBACCO FACT SHEET

ELECTRONIC CIGARETTES (E-CIGARETTES)



Electronic cigarettes (e-cigarettes or e-cigs), known formally as electronic nicotine delivery systems (ENDS), are devices designed to look similar to cigarettes in shape, size, and general appearance.¹ They operate by vaporizing a solution containing nicotine, creating a mist that is then inhaled.¹ The tips of these devices often have an indicator light, designed to emulate the burning ash of a traditional cigarette.¹ According to product manufacturers, e-cigarette cartridges are available in various flavors, such as vanilla,² menthol,² and piña colada,² and varying claimed levels of nicotine.¹ Using an e-cigarette is commonly referred to as “vaping.”¹ Popular brands of e-cigarettes, sold at convenience stores and gas stations, include “blu” and “NJOY.”

BACKGROUND

- The components of a typical e-cigarette are illustrated below:



- Cartridges generally contain up to 20 mg of nicotine.³
- Some users refill their own cartridges, which may be dangerous because it involves dealing with potentially dangerous concentrations of nicotine.⁴ Refill bottles contain up to 7 grams of nicotine;⁵ the fatal dose of nicotine in adults is estimated at 30–60 mg while for children it is estimated at only 10 mg⁶ — or approximately 4 drops of a maximum strength refill solution. This risk is more consistent with nicotine-based pesticides, rather than traditional tobacco products and pose a danger via inhalation, ingestion, and skin contact.⁷

PREVALENCE

- Between 6.4% and 7.1% of current smokers have ever used an e-cigarette, compared to ever use of e-cigarettes among never smokers (less than 1.0%).⁸

SAFETY & QUALITY

- On July 22, 2009 the U.S. Food and Drug Administration’s (FDA) Division of Pharmaceutical Analysis analyzed the ingredients in a small sample of cartridges from two leading brands of e-cigarettes and found that the tested products contained detectable levels of known carcinogens and toxic chemicals. Diethylene glycol, a potentially lethal organic compound,⁹ was found in one cartridge, while nitrosamines were detected in several cartridges.¹⁰
- Other important findings from the FDA include the following:
 - The quality control processes used to manufacture e-cigarettes seem to be inconsistent or non-existent. Three different e-cigarette cartridges with the same label were tested and each emitted a distinct amount of nicotine with each puff.⁹
 - In all but one, the e-cigarette cartridges that were labeled as containing no nicotine had low levels of nicotine.⁹

- The vapor from one high-nicotine cartridge delivered twice as much nicotine when inhaled than was delivered by the control, a sample of FDA-approved nicotine inhalation products.⁹
- Studies^{11,12} suggest adverse effects associated with e-cigarettes, but additional non-biased national and international research is needed to understand the effects of both short- and long-term use

LEGAL STATUS & REGULATION

- The FDA attempted to regulate e-cigarettes as drug-delivery devices but failed after the courts determined that e-cigarettes were properly regulated under the FDA's tobacco authority pursuant to the 2009 Family Smoking Prevention and Tobacco Control Act (FSPTCA) and not the FDA's drug delivery device authority.^{13,14}
- In April 2011, the FDA issued a statement announcing that they intend to regulate e-cigarettes as "tobacco products." This includes: (1) marketing restrictions, (2) mandated ingredient listing, and (3) pre-market review.¹² However, to date, FDA has not asserted its authority over e-cigarettes and they remain unregulated.
- Several state and local governments, including New Jersey¹⁵ and King County, Washington,¹⁶ have included or are in the process of adding e-cigarettes to their smoking bans. Additionally, the U.S. Department of Transportation banned the use of e-cigarettes on planes.¹⁷
- California, Minnesota, New Hampshire, New Jersey, and Utah have prohibited the sale of e-cigarettes to minors since March 2011.¹⁸

MARKETING & COMMERCIAL APPEAL

- The e-cigarette companies advertise their products as a better-smelling, cheaper, and guilt-free alternative to smoking.¹⁹ They are also marketed as a way to circumvent some smoking bans.²⁰
- E-cigarettes are promoted heavily online^{1,21} and are more widely searched than snus and NRTs (nicotine replacement therapy).¹⁹
- There is concern that e-cigarettes may appeal to youth because of their high-tech design, easy availability online or via mall kiosks, and the wide array of flavors of cartridges.²²

ATTITUDES & CONCERNS

- A nationally-representative survey found that 40.2% of Americans have heard of e-cigarettes and more than 70.0% of smokers believe that e-cigarettes are less harmful than regular cigarettes.²³
- The most commonly cited reasons for use by e-cigarette users include: the perception that they are healthier/less toxic than traditional cigarettes, aid in tobacco craving/withdrawal symptoms, smoking cessation facilitator, and relapse avoidance.²⁴
- In addition to the health concerns cited above, recent studies suggest that e-cigarettes could be worrisome regarding relapse of former smokers,²⁵ the "re-normalization" of tobacco,²³ and a gateway for cigarettes.^{23,26} It is also thought that e-cigarettes can contribute to tobacco use by allowing smokers to use nicotine despite ever-increasing smoking bans (dual use).²² Since they recently emerged on the market, however, more research must be done to fully understand the consequences.
- The World Health Organization (WHO) expressed concern with e-cigarettes, stating they may undermine tobacco control efforts, such as smoking bans and FDA-approved NRTs. Several countries, including Australia, China, and Brazil have banned the sale and marketing of e-cigarettes.²⁷

¹Kuschner, WG, Reddy, S, Mehrotra, N, Paintal, HS. Electronic cigarettes and thirdhand tobacco smoke: Two emerging health care challenges for the primary care provider. *In/Int J Gen Med.* 2011;4:115-120. doi: 10.2147/IJGM.S16908.

²Flavored cartridges (2012). blu Cig Web site. Available at: <http://www.blucigs.com/cartridges>. Accessed June 29, 2012.

³Cobb NK, Abrams DB. E-cigarette or drug-delivery device? Regulating novel nicotine products. *N Engl J Med.* 2011;365(3):193-195.

- ⁴Yamin, CK, Bitton, A, Bates, DW. E-cigarettes: A rapidly growing internet phenomenon. *Ann Intern Med.* 2010;153:607-609.
- ⁵100ml titanium ice 72mg unflavored - single bottle (5/29/2012). Totally Wicked E-Liquid Web site. Available at: <http://www.totally-wicked-eliquid.com/products/totally-wicked-eliquid/titanium-ice-72mg-eliquid/100ml-titanium-ice-72mg-unflavored-2-product.html>. Accessed June 20, 2012.
- ⁶International Programme on Chemical Safety, INCHEM. Nicotine. <http://www.inchem.org/documents/pims/chemical/nicotine.htm#SubSectionTitle:7.2.1 Human data>. Published March, 1991. Accessed June 15, 2012.
- ⁷Cobb, NK, Byron, J, Abrams, DB, Shields, PG. Novel nicotine delivery systems and public health: The rise of the "e-cigarette". *Am J Public Health.* 2010;100(12):2340-2342. doi: 10.2105/AJPH.2010.199281.
- ⁸Pearson, JL, Richardson, A, Niaura, RS, Vallone, DM, Abrams, DB. E-Cigarette awareness, use, and harm perceptions in US adults. *Am J Public Health.* 2012;102(9):1758-1766. doi: 10.2105/AJPH.2011.300526.
- ⁹Wax, PM. Elixirs, diluents, and the passage of the 1938 federal Food, Drug, and Cosmetic Act. *Ann Intern Med.* 1995;122:456-461.
- ¹⁰U.S. Food and Drug Administration, Division of Pharmaceutical Analysis. Evaluation of e-cigarettes. www.fda.gov/downloads/Drugs/ScienceResearch/UCM173250.pdf. Accessed June 13, 2012.
- ¹¹Vardavas, CI, Anagnostopoulos, N, Kougias, M, Evangelopoulou, V, Connolly, GN, Behrais, PK. Short-term pulmonary effects of using an electronic cigarette: Impact on respiratory flow resistance, impedance, and exhaled nitric oxide. [published online ahead of print December 22, 2011]. *CHEST.* 2012;141:1400-1406. doi: 10.1378/chest.11-2443.
- ¹²McCauley, L, Markin, C, Hosmer, D. An unexpected consequence of electronic cigarette use. *CHEST.* 2012;141:1110-1113. doi: 10.1378/chest.11-1334
- ¹³Sottera v. FDA, 627 F. 3d 891 (D.C. Cir. 2010)
- ¹⁴Deyton, LR, Woodcock, J. Regulation of e-cigarettes and other tobacco products. Letter to stakeholders. U.S Food and Drug Administration Web site. 2011. <http://www.fda.gov/newsevents/publichealthfocus/ucm252360.htm>. Accessed June 13, 2012.
- ¹⁵Blumenfeld, K. Electronic cigarettes (E-cigarettes). http://www.njgasp.org/E-Cigs_White_Paper.pdf. Published June 2012. Accessed June 29, 2012.
- ¹⁶Metropolitan King County Council. Board of Health approves electronic cigarette regulations. 2010. http://www.kingcounty.gov/council/news/2010/December/JP_Ecig.aspx. Accessed June 15, 2012.
- ¹⁷Smoking of electronic cigarettes on aircraft, Final Rule, 76 Fed. Reg. 57008-57012 (September 15, 2011) (to be codified at 14 C.F.R. pt. 252).
- ¹⁸American Lung Association. State Legislated Actions on Tobacco Issues 2010. http://www.lungusa2.org/slati/reports/SLATI_2010_Final_Web.pdf. Accessed June 21, 2012.
- ¹⁹Green Smoke. Green Smoke Web site. <http://www.greensmoke.com/>. 2012. Accessed June 21, 2012.
- ²⁰U.S. Food and Drug Administration. Transcript for FDA's media briefing on electronic cigarettes (July 22, 2009). Available at: <http://www.fda.gov/newsevents/publichealthfocus/ucm172906.htm>. Accessed June 21, 2012.
- ²¹Ayers, JW, Ribisl, KM, Brownstein, JS. Tracking the rise in popularity of electronic nicotine delivery systems (electronic cigarettes) using search query surveillance. *Am J Prev Med.* 2011;40(4):448-453. <http://archive.tobacco.org/news/314895.html>. Accessed June 13, 2012.
- ²²U.S. Food and Drug Administration. FDA and public health experts warn about electronic cigarettes [press release]. July, 2009. <http://www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/ucm173222.htm>. Accessed June 15, 2012.
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- ²⁴Etter, J-F, Bullen, C. Electronic cigarette: User profile, utilization, satisfaction and perceived efficacy. *Addiction.* 2011;106:2017-2028. doi: 10.1111/j.1360-0443.2011.03505.
- ²⁵McMillen, R, Maduka, J, Winickoff, J. Use of emerging tobacco products in the United States. *J Environ Public Health.* 2012;2012(Article ID 989747):8 pages. doi: 10.1155/2012/989474.
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Regulatory Options for Electronic Cigarettes

Background

Electronic cigarettes (“e-cigarettes”) are often described as “electronic nicotine delivery systems” in scientific literature. These products, which often resemble cigarettes, cigars, or pipes, are designed to deliver nicotine or other substances to users in the form of a vapor. Many public health organizations support regulating e-cigarettes to reduce youth initiation to nicotine and tobacco products, protect the health of their users, and promote enforcement of smoke-free laws. This fact sheet provides a brief overview of e-cigarettes, their potential health risks, gaps in current federal and state regulation, and some approaches that state and local governments might consider to regulate their use, pricing, sale, and marketing.

Product Description

No standard definition or formulation of an e-cigarette exists: in fact, designs and ingredients vary by manufacturer.¹

Generally, however, e-cigarettes consist of battery-powered heating elements and replaceable cartridges that contain nicotine or other chemicals, and an atomizer that, when heated, converts the contents of the cartridge into a vapor that users inhale. Proponents of e-cigarettes, including some in the public health community, view them as less hazardous alternatives to combustible cigarettes. Others see them as gateway products to tobacco use and nicotine addiction and support their restriction, or even removal, from the market.



Health Risks

The U.S. Food and Drug Administration (FDA) and many leading public health organizations have expressed concern about the lack of clinical studies on the potential health risks posed by e-cigarettes and the way these products are marketed without appropriate health warnings or legal age restrictions.² In 2009, for example, the FDA warned that “laboratory analysis of electronic cigarette samples has found that they contain carcinogens and toxic chemicals such as diethylene glycol, an ingredient used in antifreeze.”³ In October 2012, the World Medical Association stated that “[d]ue to the lack of rigorous chemical and animal studies, as well as clinical trials on commercially available e-cigarettes, neither their value as therapeutic aids for smoking cessation

nor their safety as cigarette replacements is established.”⁴ In recent years, litigation between the FDA and e-cigarette manufacturers arising from concerns about their safety and regulatory status resulted in a temporary restriction on the importation of e-cigarettes into the United States.⁵ As a result of a 2010 ruling by the U.S. Court of Appeals for the D.C. Circuit,⁶ in April 2011 the FDA announced that it will regulate e-cigarettes as tobacco products under the Family Smoking Prevention and Tobacco Control Act⁷ – the federal law granting the FDA the authority to regulate tobacco products – “unless they are marketed for therapeutic purposes, in which case they are regulated as drugs and/or devices.”⁸ As of February 2013, however, the FDA has not yet regulated e-cigarettes as tobacco products. For that reason, it has become more of a priority for many state and local governments to consider regulatory options for electronic cigarettes.

Regulatory Gaps & Options

Taxation

- **Regulatory Gap:** Many state tax laws define the term “tobacco products” in a way that excludes e-cigarettes. Although the FDA has said it will regulate electronic cigarettes as tobacco products, it is not clear whether every product marketed as an e-cigarette contains tobacco, or even nicotine derived from tobacco.⁹
- **Regulatory Options:** The Family Smoking Prevention and Tobacco Control Act (the Tobacco Control Act) expressly preserves the authority of state and local governments to levy taxes on tobacco products.¹⁰ Since e-cigarettes are a different type of product, containing electronic parts and synthetically-derived ingredients, existing tobacco tax laws may not be well-suited to them.¹¹ Some states have addressed this issue by clarifying the definition of “tobacco products” in their tax codes so e-cigarettes are considered tobacco products for taxation purposes.¹² Unless the FDA determines that e-cigarettes have genuine therapeutic uses, other states might consider, in the meantime, taxing e-cigarettes in a way that complements their existing cigarette and tobacco product taxes.¹³

Coupons, Discounts, & Rebates

- **Regulatory Gap:** Tobacco manufacturers use coupons and other price-related incentives to make products such as e-cigarettes more attractive to consumers, particularly young people.¹⁴ Coupons and other price discounts for electronic cigarettes are utilized in the retail environment and discounted e-cigarettes are extensively promoted online.
- **Regulatory Options:** Local and state governments could consider restricting or prohibiting the retail redemption of coupons for tobacco products, including e-cigarettes and similar nicotine delivery systems, or restricting other price-related practices in the retail environment, such as payments from e-cigarette manufacturers and distributors to retailers resulting in price discounts; tobacco retailer incentive programs; and retail value-added deals (e.g., buy-one-get-one-free offers).¹⁵

While legal challenges to such policies can be anticipated in light of the e-cigarette industry's investment in price-related marketing strategies, a federal district court has recently upheld a local law prohibiting the sale of discounted tobacco products.¹⁶ In early 2012, Providence, Rhode Island enacted an ordinance prohibiting licensed tobacco dealers from selling discounted tobacco products through coupon redemption and multi-pack offers.¹⁷ Tobacco industry stakeholders challenged the law on First Amendment and federal and state preemption grounds. In December 2012, a federal district court upheld the pricing ordinance, concluding that its prohibition against certain industry price discounting practices did not violate the First Amendment, and also was not preempted by federal or state law.¹⁸

Although this decision has been appealed, and even if upheld, would not be controlling in all jurisdictions, Providence's promising early results may help support similar state or local laws to prohibit the deeply discounted sale of emerging tobacco products like e-cigarettes.

Free Samples

- **Regulatory Gap:** Under the Tobacco Control Act, tobacco manufacturers are restricted from distributing free samples of "cigarettes, smokeless tobacco or other tobacco products."¹⁹ At present, this restriction does not apply to e-cigarettes. Although the FDA has indicated that it intends to regulate electronic cigarettes as tobacco products, the agency has yet to issue regulations asserting jurisdiction over e-cigarettes or extending the Act's prohibition on free samples to electronic cigarettes.²⁰
- **Regulatory Options:** State and local governments could prohibit the distribution of all free samples of tobacco products, including e-cigarettes and other nicotine delivery systems.²¹

Flavoring

- **Regulatory Gap:** Another disparity exists in the way flavored e-cigarette cartridges are regulated versus flavored cigarettes. Under the Tobacco Control Act, tobacco companies are prohibited from producing cigarettes containing any characterizing flavor other than tobacco or menthol.²² This prohibition is limited to flavored cigarettes, however. E-cigarette manufacturers can continue to market e-cigarette cartridges in a variety of candy-like flavors that appeal to youth (such as bubble gum, chocolate, and mint),²³ and sell them at mall kiosks, where young people often congregate, as well as online, where safeguards against youth access can be breached more easily than in face-to-face purchases.
- **Regulatory Options:** Although the Tobacco Control Act prohibits state and local governments from establishing tobacco product standards relating to the manufacture of tobacco products, it expressly preserves the authority of state and local governments to regulate the sale and distribution of tobacco products.²⁴

In 2009, New York City enacted an ordinance prohibiting the sale of flavored non-cigarette tobacco products with a characterizing flavor other than menthol, mint, or wintergreen, except in certain “tobacco bars.”²⁵ Smokeless tobacco companies sued the city, arguing that the ordinance imposed manufacturing standards on their products in conflict with federal law. In 2010, the federal district court for the Southern District of New York ruled in favor of the city, denying the tobacco companies’ request to delay enforcement of the law.²⁶ The court stated that the Tobacco Control Act gives the federal government exclusive authority over tobacco product manufacturing standards, but preserves state and local authority to regulate the sale and distribution of tobacco products. The court then found that the New York City ordinance was a sales restriction, not a product standard. In 2011, the court affirmed the reasoning of its previous decision and dismissed the complaint.²⁷

In early 2012, Providence, Rhode Island enacted a similar ordinance prohibiting the sale of flavored tobacco products, except in “smoking bars.”²⁸ Several tobacco industry stakeholders sued the city, arguing that the ordinance was preempted by the Tobacco Control Act because it attempted to establish a product standard, and also violated the First Amendment because it limited their ability to describe their products. Like the New York court, the federal district court in Rhode Island concluded that the ordinance was a sales restriction, not a product standard, and thus was not preempted under the Tobacco Control Act.²⁹ The court also concluded that Providence’s ordinance did not limit the plaintiffs’ First Amendment rights, finding that it was simply an economic regulation on the sale of a particular product.³⁰

Although both of these decisions are on appeal and, even if upheld, would not be precedential in all jurisdictions, their promising initial results may help support similar state or local laws to prohibit or restrict the sale of flavored tobacco products, including flavored e-cigarettes.

Youth Access

- **Regulatory Gap:** Under federal law, retailers cannot “sell cigarettes or smokeless tobacco to any person younger than eighteen years of age.”³¹ As explained above, the FDA has yet to assert jurisdiction over electronic cigarettes and extend restrictions like this to e-cigarettes. Also, many state and local youth access laws do not include e-cigarettes.³²
- **Regulatory Options:** State and local governments could consider passing stronger, more comprehensive youth access laws to prohibit the sale of e-cigarettes to minors, require these products to be kept behind the counter, allow them to be sold only in places adults are permitted to enter, or raise the minimum legal age to purchase them.³³

Use Restrictions

- **Regulatory Gap:** Many smoke-free laws define the act of “smoking” as inhaling or carrying a lighted tobacco or plant product intended for inhalation. E-cigarettes, which

are not burned, but “vaped,” are generally not covered under these laws. Using e-cigarettes in public may lead conventional smokers to assume that smoking is permitted in such locations and nonsmokers to believe that a smoke-free law is being violated. Because of this, several health organizations recommend that the use of electronic cigarettes be prohibited in public places and workplaces.³⁴

- **Regulatory Options:** Local and state governments could include e-cigarettes in their smoke- and tobacco-free restrictions by revising definitions of “smoking” or “tobacco products” to expressly cover e-cigarettes and other electronic nicotine delivery systems.

Point-of-Sale Warnings, Marketing Restrictions, & Broad Sales Prohibitions

- **Regulatory Gap:** The Federal Cigarette Labeling and Advertising Act³⁵ limits the authority of state and local governments to regulate the advertising and promotion of cigarettes; however, no federal statute limits the authority of local or state governments to regulate the advertising and promotion of non-cigarette tobacco products. In addition, as discussed above, the Tobacco Control Act expressly preserves state and local government authority to regulate the sale of tobacco products. Therefore, state and local governments are able to warn consumers of the dangers of using electronic cigarettes, regulate the advertising or promotion of e-cigarettes, and regulate the sale of e-cigarettes without risking federal preemption concerns.
- **Regulatory Options:** To determine the most effective options for regulating the sale and marketing of e-cigarettes or for warning consumers about the use of these products, state and local governments need to analyze their jurisdiction-specific needs, priorities, and goals. Possible policy options include posting health warnings at the point-of-sale,³⁶ imposing marketing restrictions, and prohibiting the sale of all electronic cigarettes.³⁷ Although federal statutes should not pose a barrier for state and local policies restricting the sale and marketing of e-cigarettes, such laws will most certainly be challenged on the basis that they violate state or federal constitutional provisions related to free speech or interstate commerce.³⁸ Although it is important to work with an attorney when pursuing any policy options, the legal issues surrounding the First Amendment are complicated, and jurisdictions must consult with legal counsel before pursuing these types of policies.

Contact Us

Please feel free to contact the Tobacco Control Legal Consortium at (651) 290-7506 or publichealthlaw@wmitchell.edu with any questions about the information included in this fact sheet or to discuss local concerns you may have about implementing these policy options.

The Tobacco Control Legal Consortium provides information and technical assistance on issues related to tobacco and public health. The Consortium does not provide legal representation or advice. This document should not be considered legal advice or a substitute for obtaining legal advice from an attorney who can represent you. We recommend that you consult with local legal counsel before attempting to implement any of these measures.

Last Updated: February 2013

Notes

¹ World Med. Ass'n, *Statement on Electronic Cigarettes and Other Electronic Nicotine Delivery Systems* (Oct. 2012), available at <http://www.wma.net/en/30publications/10policies/e19/>.

² U.S. Food and Drug Admin., Electronic Cigarettes, <http://www.fda.gov/newsevents/publichealthfocus/ucm172906.htm> (last visited Feb. 8, 2013).

³ U.S. Food & Drug Admin., *Summary of Results: Laboratory Analysis of Electronic Cigarettes Conducted by the FDA*, <http://www.fda.gov/newsevents/publichealthfocus/ucm173146.htm> (last visited Feb. 8, 2013).

⁴ See World Med. Ass'n, *supra* note 1.

⁵ Sottera v. Food & Drug Admin., 627 F.3d 891, 893 (D.C. Cir. 2010).

⁶ Sottera, 627 F.3d at 893 (holding that e-cigarettes and other nicotine-containing products are not drugs or devices unless they are marketed for therapeutic purposes, but that other nicotine-containing products can be regulated as "tobacco products" under the Federal Food, Drug, and Cosmetic Act).

⁷ Family Smoking Prevention and Tobacco Control Act, Pub. L. No. 111-31, 123 Stat. 1776 (2009) (codified as amended in relevant part at 21 U.S.C. §§ 301, 321, 387), available at [www.govtrack.us/congress/bills/111/hr1256/text](http://govtrack.us/congress/bills/111/hr1256/text).

⁸ See Letter from Lawrence Deyton, Dep't Director, Food & Drug Admin., to Stakeholders, Regulation of E-Cigarettes and Other Tobacco Products (Apr. 25, 2011), available at <http://www.fda.gov/newsevents/publichealthfocus/ucm252360.htm>.

⁹ See Michael Freiberg, *Options for State and Local Governments to Regulate Non-Cigarette Tobacco Products*, 21 ANNALS OF HEALTH LAW 407, 412 (2012), available at <http://publichealthlawcenter.org/sites/default/files/resources/phlc-lreview-freiberg-regulating-otp-2012.pdf>.

¹⁰ 21 U.S.C. § 387p(a)(1).

¹¹ See Freiberg, *supra* note 9, at 421.

¹² See, e.g., 2010 Minn. Laws ch. 305 § 2, available at <https://www.revisor.mn.gov/data/revisor/law/2010/0/2010-305.pdf>.

¹³ See Freiberg, *supra* note 9, at 418, 421.

¹⁴ U.S. Dep't of Health & Human Servs., *Preventing Tobacco Use Among Youth and Young Adults: A Report of the Surgeon General*, 522-30 (2012), available at <http://www.surgeongeneral.gov/library/reports/preventing-youth-tobacco-use/full-report.pdf>.

¹⁵ See, e.g., Marlo Miura, Tobacco Control Legal Consortium, *Regulating Tobacco Product Pricing: Guidelines for State and Local Governments* (2010), available at <http://publichealthlawcenter.org/sites/default/files/resources/tclc-fs-pricing-2010.pdf>; Tobacco Control Legal Consortium, *Price-Related Promotions for Tobacco Products: An Introduction to Key Terms and Concepts* (2011), available at http://publichealthlawcenter.org/sites/default/files/resources/tclc-fs-pricerelatedpromotions-2011_0.pdf.

¹⁶ Nat'l Ass'n of Tobacco Outlets, Inc. v. City of Providence, No. 12-96-ML, 2012 WL 6128707 (D.R.I. Dec. 12, 2012).

¹⁷ PROVIDENCE, R.I. CODE §§ 14-300, 14-303.

¹⁸ Nat'l Ass'n of Tobacco Outlets, Inc. v. City of Providence, 2012 WL 6128707 at *5-7, 11.

¹⁹ 21 C.F.R. § 1140.16(d)(1).

²⁰ The Tobacco Control Act immediately gave the FDA the authority to regulate cigarettes, roll your own, and smokeless tobacco and “any other tobacco products that the Secretary by regulation deems to be subject to” the Act. The Act includes a broad definition of tobacco products that would appear to include e-cigarettes and any other tobacco product that is currently on the market. However, in order to regulate those products, the FDA has to issue a regulation that deems them subject to the Act. After indicating in 2011 that it intended to issue the regulations later that year, the FDA did not issue the regulations in 2011 or 2012. In January 2013, the U.S. Department of Health and Human Services (HHS) published its Unified Regulatory Agenda, which indicates that the FDA intends to issue a notice of proposed rulemaking regarding its authority to deem other tobacco products subject to its jurisdiction in April 2013. U.S. Dep't of Health & Human Services, Regulatory Agenda, 78 Fed. Reg. 1574, 1579 (Jan. 8, 2013), available at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-08/pdf/2012-31671.pdf>.

²¹ See, e.g., Tobacco Control Legal Consortium, *Tobacco Coupon Regulations and Sampling Restrictions – Tips and Tools* (2011), available at <http://publichealthlawcenter.org/sites/default/files/resources/tclc-guide-tobcouponregsandsampling-2011.pdf>.

²² See U.S. Food & Drug Admin., Flavored Tobacco, <http://www.fda.gov/TobaccoProducts/ProtectingKidsfromTobacco/FlavoredTobacco/default.htm> (last visited Feb. 8, 2013) (containing links to resources related to 2009 law prohibiting the manufacture and sale of cigarettes containing certain characterizing flavors).

²³ Minutes, U.S. Food & Drug Admin., Ctr. for Tobacco Products, Tobacco Products Scientific Advisory Committee Meeting, Dissolvable Tobacco Products Session, Testimony of Curtis Wright (July 21, 2011), available at <http://www.fda.gov/downloads/AdvisoryCommittees/CommitteesMeetingMaterials/TobaccoProductsScientificAdvisoryCommittee/UCM270282.pdf>.

²⁴ 21 U.S.C. § 387p(a)(1). See Tobacco Control Legal Consortium, *Federal Regulation of Tobacco: Impact on State and Local Authority* (2009), available at <http://www.publichealthlawcenter.org/sites/default/files/fda-1.pdf>.

²⁵ N.Y.C. CODE § 17-713, 715 (prohibiting the sale of smokeless tobacco products that have as a component part tastes or aromas relating to "any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb or spice.").

²⁶ U.S. Smokeless Tobacco Mfg. Co. v. City of New York, 703 F. Supp. 2d 329, 344-45 (S.D.N.Y. 2010) (denying plaintiffs' motion for a preliminary injunction, finding them unlikely to prevail on the merits of their federal preemption claim; concluding that the Tobacco Control Act gives the federal government the exclusive authority to regulate the manufacture of tobacco products, while reserving to the states the power to regulate the sale and distribution of tobacco products).

²⁷ U.S. Smokeless Tobacco Mfg. Co. v. City of New York, No. 09 Civ. 10511, 2011 WL 5569431 (S.D.N.Y. Nov. 15, 2011) (affirming reasoning of preliminary injunction order that the ordinance is an allowable sales restriction, denying plaintiffs' motion for summary judgment, granting defendant's cross-motion for summary judgment, and dismissing the complaint).

²⁸ PROVIDENCE, R.I. CODE §§ 14-308, 14-309, and 14-310.

²⁹ Nat'l Ass'n of Tobacco Outlets, Inc. v. City of Providence, No. 12-96-ML, 2012 WL 6128707 at *12-13 (D.R.I. Dec. 12, 2012).

³⁰ *Id.* at *8.

³¹ 21 C.F.R. § 1140.14(a).

³² Freiberg, *supra* note 9, at 434.

³³ See Tobacco Control Legal Consortium, *Regulating E-Cigarettes – Tips and Tools* (2011) (including select U.S. legislation and policies regulating e-cigarettes), available at <http://publichealthlawcenter.org/sites/default/files/resources/tclc-guide-regecigs-2011.pdf>; Tobacco Control Legal Consortium, *Raising the Minimum Legal Sale Age for Tobacco and Related Products* (2012), available at http://publichealthlawcenter.org/sites/default/files/resources/tclc-guide-minimumlegal-saleage-2012_0.pdf.

³⁴ See, e.g., Americans for Nonsmokers' Rights, *Model Ordinance Prohibiting Smoking in All Workplaces and Public Places* 7 (2011), available at <http://www.no-smoke.org/pdf/modelordinance.pdf>.

³⁵ 15 U.S.C. § 1331 *et seq.*

³⁶ See 23-34 94th St. Grocery Corp. v. New York City Bd. of Health, 685 F.3d 174, 183-85 (2d Cir. 2012) (affirming a district court decision ruling that New York City may not require cigarette retailers to post graphic health warnings next to cash registers or adjacent to cigarette displays, on the grounds that the Federal Cigarette Labeling and Advertising Act prevents state or local governments from adopting laws that affect the content of tobacco retailers' and manufacturers' promotional efforts). The challenged warning signs depicted the health impacts of smoking and contained the message "quit smoking today." It should be noted that if a jurisdiction adopted graphic point-of-sale warning requirements applying to non-cigarette tobacco products such as electronic cigarettes, the FCLAA would not apply. However, the law would almost certainly be challenged on First Amendment grounds.

³⁷ Freiberg, *supra* note 9, at 438.

³⁸ For additional information, see the Tobacco Control Legal Consortium's publications on First Amendment and Commerce Clause issues in the regulation of tobacco products, available at <http://publichealthlawcenter.org/topics/special-collections/federal-regulation-tobacco-collection>.

ENVIRONMENTAL HEALTH CODE

Chapter 9

Restrictions on Sale, Use, and Availability of Electronic Smoking Devices and Unregulated Nicotine Delivery Products

SECTION 1: Title

This Chapter 9 may be cited and referred to, and shall be known as, the “Restriction on Sale, Use, and Availability of Electronic Smoking Devices and Unregulated Nicotine Delivery Products Regulations.”

SECTION 2: Authority and Purpose

- A. The Tacoma-Pierce County Board of Health (Board of Health) enacts the regulations set forth in this chapter under the general authority of Article 11, §11 of the Washington Constitution and RCW 70.05.060.
- B. The purpose of these regulations is to provide for and promote the health, safety, and welfare of the general public, and not to create or otherwise establish or designate any particular class or group of person who will or should be especially protected or benefited by this chapter. The provisions of this chapter shall be liberally construed for the accomplishment of its purposes.
- C. It is the specific intent of this chapter to place the obligation of complying with its requirements upon the owner of each establishment within its scope, and no provision nor term used in this title is intended to impose any duty whatsoever upon the Board of Health, the Tacoma-Pierce County Health Department (Health Department), or any of its officers or employees, for whom the implementation or enforcement of this chapter shall be discretionary and not mandatory.
- D. Nothing contained in this chapter is intended to be nor shall be construed to create or form the basis for any liability on the part of the Board of Health, the Health Department, or any of its officers or employees, for any injury or damage resulting from the failure of any person subject to this chapter to comply with this chapter, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this chapter of the part of the Board of Health, the Health Department, or its officers or employees.

SECTION 3: Findings

The Board of Health finds that the emergence of new, unregulated electronic smoking devices and unregulated nicotine delivery products presents a threat to the public health.

Electronic smoking devices, commonly referred to as electronic cigarettes or e-cigarettes, are battery operated devices, some of which closely resemble cigarettes, although they do not contain tobacco. People who use electronic smoking devices inhale vaporized liquid nicotine, or other liquids, created by heat through an electronic ignition system and exhale the vapor in a way that mimics smoking. In addition to electronic smoking devices, other unregulated nicotine delivery products have recently emerged on the market. These include bottled water products containing nicotine, sometimes referred to as "nico-water," and nicotine lollipops that taste and look exactly like regular candy lollipops but contain nicotine.

The United States Food and Drug Administration has conducted laboratory tests on numerous brands of electronic smoking devices and found that they contained toxic chemicals and carcinogens in addition to nicotine. Although some electronic smoking devices claim not to contain nicotine, there is no regulatory program to monitor this assertion. The United States Department of Health and Human Services has concluded that nicotine is as addictive as cocaine or heroin and is a highly toxic substance.

Electronic smoking devices and other unregulated nicotine delivery products have a high appeal to youth due to their high technology design and availability in child-friendly flavors. They also present a substantial risk of nicotine addiction and resultant harm to the public health and safety. In addition, there are concerns that the use of electronic smoking devices in public places and places of employment could increase social acceptance of smoking, provide models for unhealthy behavior, and complicate enforcement of the state and local laws governing the smoking of tobacco products in public places.

SECTION 4: Definitions

- A. "Electronic smoking device" means an electronic or battery-operated device, the use of which resembles smoking, which can be used to deliver nicotine or other substances to the person inhaling from the device. "Electronic smoking device" includes, but is not limited to, an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe and an electronic hookah. "Electronic smoking device" does not include a cigarette, as defined in RCW 82.24.010, tobacco products, as defined in RCW 82.26.010, or a nicotine delivery product device that is regulated by the U.S. Food and Drug Administration or can be prescribed by an authorized prescriber.
- B. "Employer" means any person, sole proprietorship, partnership, corporation, association, nonprofit organization, or other entity that pays another person direct or indirect monetary wages or profit in consideration for such other person's providing services on the premises of the employer, or who otherwise directs another person to perform work or render services on the premises of the employer. "Employer" shall also mean the owner(s) of a sole proprietorship, partnership, corporation, association, nonprofit organization, or other business entity.
- C. "Minor" means any person younger than eighteen years old.
- D. "Person" means any natural person, individual, corporation, unincorporated association, proprietorship, firm partnership, joint venture, joint stock association, or other entity of business of any kind.
- E. "Place of employment" means any area under the control of a public or private employer which employees are required to pass through during the course of employment, including, but not limited to, entrances and exits to the places of employment. A private residence or home-based business, unless used to provide licensed child care, foster care, adult care or other similar social service care on the premises, is not a "place of employment."

- F. "Public place" means that portion of any building or vehicle used by and open to the public, regardless of whether a fee is charged for admission. A public place does not include a private residence unless the private residence is used to provide licensed child care, foster care, adult care, or other similar social service care on the premises.
- G. "Seller" means any person who sells, provides samples, promotes, or distributes with an economic or a business purpose, or offers to exchange for any form of consideration, electronic smoking devices or unregulated nicotine delivery products.
- H. "Unregulated nicotine delivery product" means a product containing or delivering nicotine intended or expected for human consumption, or any part of such a product, that is not a cigarette, as defined by RCW 82.24.010, or a tobacco product, as defined by RCW 82.26.010, and that has not been approved or otherwise certified for sale by the United States Food and Drug Administration as a tobacco use cessation product, or for other medical purposes.

SECTION 5: Age Identification Requirement

Each seller shall verify by means of photographic identification listed in RCW 70.155.090 that no person purchasing electronic smoking devices or unregulated nicotine delivery devices is younger than eighteen years old.

SECTION 6: Sale or Distribution to Minors Prohibited

- A. No person shall sell, give or furnish, or cause or allow to be sold, given or furnished, electronic smoking devices to a minor unless those products have been approved or otherwise certified for legal sale by the United States Food and Drug Administration and approved for use by minors, and the products are being sold, given or otherwise furnished pursuant to that approval and in full compliance with any related Food and Drug Administration rules, regulations, or other requirements.
- B. No person shall sell, give or furnish, or cause or allow to be sold, given or furnished, unregulated nicotine delivery devices to a minor.
- C. It shall not be a violation of this section if the person making the sale, gift or otherwise furnishing the product reasonably relied on any of the officially issued identifications listed in RCW 70.155.090 showing that the purchaser or recipient was at least eighteen years old.

SECTION 7: Sampling and Coupons

No person who manufactures, sells, or distributes electronic smoking devices or unregulated nicotine delivery products shall:

- A. Give, or cause or allow to be given, an electronic smoking device or unregulated nicotine delivery product to any person at no cost or at nominal cost, except at retail establishments

- that exclusively sell or promote electronic smoking devices or unregulated nicotine delivery products; or
- B. Give, or cause or allow to be given, to any person a coupon which can be redeemed for electronic smoking devices or unregulated nicotine delivery products, except at retail establishments that sell or promote electronic smoking devices and public places where minors are lawfully prohibited, such as bars, taverns, and casinos and only if the coupon is redeemed in a manner that requires an in-person transaction in a retail store.

SECTION 8: Sales from Mechanical Equipment Restricted

No person shall sell or permit to be sold electronic smoking devices or unregulated nicotine delivery products through any device that mechanically dispenses such products unless the device is located fully within premises from which minors are prohibited and not less than ten feet from all entrance or exit ways to and from each premise.

SECTION 9: Use of and Limitations Concerning Electronic Smoking Devices

- A. Owners, or in the case of leased or rented space, the lessee or other person in charge, may permit electronic smoking devices in places of employment that are not public places; retail establishments that exclusively sell or promote electronic smoking devices; and public places where minors are lawfully prohibited, such as bars, taverns, and casinos.
- B. Except as provided above, owners, or in the case of leased or rented space, the lessee or other person in charge, shall prohibit electronic smoking devices in public places. Provided, this Section 9 is not intended to prohibit the use of electronic smoking devices in a private enclosed workplace within a public place, even though such workplace may be visited by a non-user of an electronic smoking device.

SECTION 10: Enforcement

- A. Except as provided below, the health officer is authorized to enforce this chapter in accordance with Chapter 1.
- B. A violation of this chapter shall be subject to a civil penalty of up to one hundred dollars (\$100.00) and a reinspection fee in accordance with Section 11 below. Each day upon which a violation occurs or is permitted to continue constitutes a separate violation.
- C. The health officer may reduce or waive the penalties in this chapter if the elements of proof are inadequate or if there are mitigating circumstances. Mitigating circumstances may include, but are not limited to, an exercise of due diligence by a seller.

D. In the event a hearing is requested pursuant to Chapter 1, Section 13 (Appeals to the Hearing Examiner) of the Environmental Health Code, the prevailing party shall be entitled to reimbursement of attorney fees and costs, including fees and costs incurred in any subsequent appeal of the Hearing Examiner's decision, if any.

SECTION 11: Reinspection

The health officer is authorized to charge a fee for any reinspection of a place regulated under these regulations when an initial inspection results in the finding of a violation and the reinspection also results in the finding of a violation of these regulations. The reinspection fees shall be as set forth in the most recent Environmental Health Program Fee Schedule approved by the Board of Health. The obligation to pay reinspection fees is in addition to any civil penalties that may be levied pursuant to Section 11, above.

SECTION 12: Applicability

This chapter applies to the sale and distribution of all electronic smoking devices and unregulated nicotine delivery devices to the extent not preempted by federal law, including, but not limited to, the regulation of those products by the United States Food and Drug Administration.

SECTION 13: Severability

The provisions of this chapter are hereby declared to be separate and severable. If any section, sentence, clause or phrase of this chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause, or phrase of this chapter.

MEMO

To: Kitsap Public Health Board

From: Keith Grellner, Environmental Health Director
Bonnie Petek, Food Safety and Living Environment Program Manager

Date: May 7, 2013

Re: PROPOSED FOOD SERVICE REGULATIONS

As discussed during your regular meeting on April 2, 2013, please find attached for your review and approval proposed Food Service Regulations, Ordinance 2013-02.

The Washington State Board of Health adopted revised Food Service Rules, WAC 246-215, in October 2012. These new state rules become effective on May 1, 2013, and all local boards of health are required to enforce this rule in accordance with RCW 70.05.060. Information on the rule revision and rule adoption process can be found on the websites of the State Board of Health (http://sboh.wa.gov/Rules/EH.htm#Food_Service) and the State Department of Health (<http://www.doh.wa.gov/CommunityandEnvironment/Food/FoodWorkerandIndustry/FoodSafetyRules/FoodCodeRuleRevision.aspx>).

This ordinance will repeal and replace our current local food service rules, Ordinance 2005-8, which was adopted by the Board in May 2005.

Notification of the food service rule revision was provided to food service establishments by the State Department of Health between 2010 – 2012. Kitsap Public Health District has notified local food service establishments of the upcoming rule changes through newsletters and during regular inspections from 2011 to present. A public notice has also been published in the Kitsap Sun.

Bonnie Petek will provide a brief presentation to you and will be available to answer any questions that you may have.

Attachment (Ordinance 2013-02, Food Service Regulations)

FOOD SERVICE REGULATIONS

Adopting and Implementing Chapter 246-215 WAC

WHEREAS, the Centers for Disease Control and Prevention (CDC) estimates that each year roughly one in six Americans (or 48 million people) get sick, 128,000 are hospitalized, and 3,000 die of foodborne diseases; and

WHEREAS, CDC has identified reducing foodborne diseases as one of its ten “Winnable Battles” to reduce the leading causes of death and disability in the United States; and

WHEREAS, food safety inspections of restaurants, grocery stores, school cafeterias, caterers, food delivery services, farmers market food vendors, bakeries, meat and fish markets, and taverns are a proven and effective means of ensuring safe food handling techniques and preventing foodborne disease; and

WHEREAS, education and training of food service employees and persons in charge of food establishments are also a proven and effective means of ensuring safe food handling techniques and preventing foodborne disease; and

WHEREAS, the Kitsap Public Health Board has the authority and responsibility to promulgate and enforce the rules adopted by the Washington State Board of Health pursuant to Chapters 43.20.050(5), 70.05.060, and 70.46.060 Revised Code of Washington (RCW); and

WHEREAS, the Washington State Board of Health has adopted revised food service regulations in Chapter 246-215 Washington Administrative Code (WAC) which are effective May 1, 2013.

NOW, THEREFORE, BE IT ORDAINED, that the Kitsap Public Health Board Ordinance 2013-02, Food Service Regulations, as set forth below and hereby incorporated by reference, be adopted and be effective immediately.

APPROVED: May 7, 2013

Commissioner Josh Brown, Chair
Kitsap Public Health Board

Kitsap Public Health Board Ordinance 2013-02
Food Service Regulations

SECTION 1. AUTHORITY AND PURPOSE

- A. Pursuant to RCW 43.20.050(5), 70.05.060, 70.46.060 and WAC 246-215, the purpose of these regulations is to safeguard public health and provide to consumers food that is safe, unadulterated, and honestly presented.
- B. It is expressly the purpose of these regulations to provide for, and promote the health of, the general public and not to create or otherwise establish or designate any particular class or group of persons who will, or should be, especially protected or benefited by the terms of these regulations.
- C. Nothing contained in these regulations is intended to be, nor shall be construed to create or form the basis for any liability on the part of the Kitsap Public Health Board or the Kitsap Public Health District, or its officers, employees, or agents, for any injury or damage resulting from the failure of any person subject to these regulations to comply with these regulations, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of these regulations on the part of the Kitsap Public Health District.
- D. These regulations are intended to coordinate with other applicable state and local rules for water supply; sewage conveyance, treatment and disposal; solid and hazardous waste handling; smoking in public places; and building, plumbing, and mechanical.

SECTION 2. ADMINISTRATION

- A. The Health Officer and/or his or her designated representative shall administer and enforce these regulations under the authority of RCW 70.05.070.
- B. The Health Officer is authorized to take other such actions as he or she deems necessary to maintain public health and sanitation and to carry out the purpose of this ordinance under the authority of RCW 70.05.070. Any additional policies or standards deemed necessary by the Health Officer shall be in writing and readily available for public inspection and viewing.
- C. The Public Health Board may charge fees for the administration of this ordinance under the authority of RCW 70.05.060.
- D. The Health Officer may collect fees for the administration of this ordinance under the authority of RCW 70.05.070.

Kitsap Public Health Board Ordinance 2013-02
Food Service Regulations

SECTION 3. APPLICABILITY AND JURISDICTION

These regulations shall apply to all food establishments and in all territory within the boundaries of Kitsap County, except actions by persons on lands under the jurisdiction of the Federal Government or recognized Native American Nations and Tribes.

SECTION 4. ADOPTION BY REFERENCE

- A. The rules and regulations of the Washington State Board of Health for Food Service, as set forth in WAC 246-215, or as amended, are hereby adopted and incorporated herein by reference.
- B. Any additional policies or standards promulgated in writing by the Health Officer pursuant to Section 2.B. are adopted and incorporated herein by reference.

SECTION 5. DEFINITIONS

For the purposes of administration and enforcement of this ordinance, the following definitions shall apply in addition to those found in WAC 246-215.

- A. **Health Officer:** The legally qualified physician who has been appointed by the Kitsap Public Health Board as the health officer of the Kitsap Public Health District, or his or her designated representative.
- B. **Health District:** The Kitsap Public Health District.
- C. **Menu:** A list of food prepared by and served at a food establishment, the style of food served at a food establishment and the method of preparation to serve that style of food.
- D. **Probation:** A period of observation, following a notice and warning, to determine improvement or compliance with the regulations.
- E. **Public Health Board:** The Kitsap Public Health Board.
- F. **Valid permit:** Current, written approval to operate a food establishment by the Health Officer.

Kitsap Public Health Board Ordinance 2013-02
Food Service Regulations

SECTION 6. MINIMUM STANDARDS FOR FOOD SERVICE

A. Food Establishment Permits.

1. Permit Required.
 - i) A valid permit from the Health Officer is required to operate a food establishment. No person shall operate a food establishment without a valid permit from the Health Officer unless specifically exempted by these regulations, or the Health Officer, to do so.
 - ii) A food establishment shall not be remodeled (i.e., altered, modified, or expanded) until the Health Officer has reviewed and approved the remodel proposal. A person proposing the remodel of a food establishment shall apply for a permit in accordance with Sections 6.A.2. and 6.A.3.
 - iii) An existing structure shall not be converted to a food establishment until the Health Officer has reviewed and approved the conversion proposal. A person proposing the conversion of an existing structure to a food establishment shall apply for a permit in accordance with Sections 6.A.2. and 6.A.3.
 - iv) The menu for a food establishment shall not be changed without review and approval by the Health Officer. An applicant shall apply for a menu change in accordance with Sections 6.A.2. and 6.A.3. unless otherwise approved by the Health Officer.
2. Application for Permit. An applicant shall submit an application for a permit to the Health Officer at least 30 calendar days before the date planned for operating a food establishment. Application for a permit shall be made on forms, or by means, specified by the Health Officer. An applicant shall submit the designated fee with an application for permit.
3. Permit Issuance. A permit to operate a food establishment shall be issued to the applicant by the Health Officer when the Health Officer has determined that:
 - i) A complete, accurate, and factual application has been received by, and is on file with, the Health District;
 - ii) The permit applicant has demonstrated compliance with these regulations; and
 - iii) The permit applicant has made payment to the Health District for any and all fees required by these regulations. Permit application fees are non-refundable.

Kitsap Public Health Board Ordinance 2013-02
Food Service Regulations

4. Period of Permit Validity.
 - i) A permit is valid for up to one calendar year, generally July 1 through June 30, and all permits shall expire on June 30th of each calendar year.
 - ii) The Health Officer may, at his or her discretion, prorate permit application fees on a semi-annual basis depending on the date of submittal.
5. Conditions for Permit Retention. Upon acceptance of the permit issued by the Health Officer, the permit holder shall comply with these regulations and WAC 246-215.
6. Permit Renewal. A permit holder may apply to renew an expiring permit by:
 - i) Submitting the appropriate and designated permit fee to the Health District at least 30 calendar days prior to the expiration of the valid permit.
 - ii) The Health Officer may renew a permit in accordance with Section 6.A.3.
7. Permit Transfer. A food establishment permit is not transferable.
8. Denial of Permit Application. The Health Officer may deny a permit application in accordance with these regulations.

B. Access and Inspection Required.

1. Access Allowed at Reasonable Times after Due Notice. After the Health Officer presents official credentials and provides notice of the purpose of, and intent to conduct, an inspection, the person in charge shall allow the Health Officer to determine if the food establishment is in compliance with these regulations by allowing access to the establishment, allowing inspection, and providing information and records specified in these regulations and to which the Health Officer is entitled according to law, during the food establishment's hours of operation and other reasonable times.
2. Pre-operational Inspection. A pre-operational inspection by the Health Officer shall be completed before a permit is issued to operate a food establishment.
3. Operational/Routine Inspections. The Health Officer shall complete routine operational inspections of food establishments in accordance with the regulations. The person in charge shall allow inspections by the Health Officer in accordance with the regulations.
4. Reinspections. A reinspection may be required by the Health Officer, or requested by the permit holder, in accordance with these regulations.

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- C. Management Requirements for Food Establishments. In accordance with these regulations, a permit holder shall ensure that:
 - 1. A designated person in charge is present at the food establishment during all hours of operation;
 - 2. The designated person in charge can demonstrate to the Health Officer that they are knowledgeable about foodborne disease prevention, these regulations, and when appropriate the application of the hazard analysis and critical control point principles; and
 - 3. The designated person in charge is operating the food establishment in compliance with these regulations.
- D. Food Worker Cards Required.
 - 1. The permit holder and person in charge of a food establishment shall ensure that all food employees are in compliance with the provisions of RCW 69.06 and WAC 246-217 for obtaining and renewing food worker cards.
 - 2. The permit holder and person in charge of a food establishment shall display the original or a copy of the valid food worker card for each food employee at the employee's place of employment for inspection by the Health Officer.
- E. Employee Health. The permit holder, person in charge, and food employees shall comply with the employee health requirements of these regulations to prevent foodborne illnesses and disease transmission, and to protect public health.

SECTION 7. ENFORCEMENT

- A. Any person operating a food establishment without a valid operating permit issued by the Health Officer may be guilty of a misdemeanor under RCW 70.05.120.
- B. The Health Officer may, at his or her discretion, initiate any one or combination of, the compliance methods identified in WAC 246-215-08600 (11).
- C. The Health Officer may suspend or revoke any permit to operate a food establishment in accordance with WAC 246-215-08600.
- D. When the Health Officer suspends or revokes any permit to operate a food establishment, the permit holder shall immediately cease all food service operations until a hearing with the Health Officer, or his or her designated representative, finds the food establishment to be in compliance with these regulations and reinstates the permit.

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- E. Any person whose food establishment permit has been suspended or revoked may make written application to the Health Officer for reinspection, a hearing, or a new application in accordance with WAC 246-215-08600. The written application for reinspection, hearing, or new application shall be made on forms, or by other means, specified by the Health Officer and shall include the applicable fee.

SECTION 8. FEES

Fees may be charged to cover the cost of administration of these rules in accordance with the current Schedule of Service Charges adopted by the Public Health Board.

SECTION 9. IMMUNITY FROM LIABILITY

Inspections, rules, and orders of the Health Officer resulting from the exercise of the provisions of these regulations shall not in any manner be deemed to impose liability upon the Health Officer, Health District, or its employees, for any injury or damage resulting from the administration and enforcement of these regulations. All actions of the Health Officer shall be deemed an exercise of the police power of the state.

SECTION 10. REPEALER

Kitsap County Board of Health Ordinance 2005-8, Rules and Regulations Governing Standards for Food Service, is hereby repealed and replaced with Kitsap Public Health Board Ordinance 2013-02, Food Service Regulations. In addition, if any resolution, code, words, rules, or regulations of the Public Health Board are in conflict with these regulations, they are hereby repealed to the extent necessary to give these regulations full force and effect.

SECTION 11. SEVERABILITY.

Should any paragraph, phrase, sentence or clause of these regulations be declared invalid or unconstitutional for any reason, the remainder of these regulations shall not be affected thereby.

SECTION 12. EFFECTIVE DATE.

This ordinance shall take effect immediately.